



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**City of Wanneroo**  
(AG2021/8547)

## **CITY OF WANNEROO ASSET OPERATIONS ENTERPRISE AGREEMENT 2020**

Local government administration

COMMISSIONER WILSON

MELBOURNE, 13 DECEMBER 2021

*Application for approval of the City of Wanneroo Asset Operations Enterprise Agreement 2020*

[1] An application has been made for approval of an enterprise agreement known as the *City of Wanneroo Asset Operations Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by City of Wanneroo. The Agreement is a single enterprise agreement.

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

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

[4] The Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities Water Boards 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.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 December 2021. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A



8 December 2021

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

Dear Commissioner Wilson,

**AG2021/8547 – Application for Approval of the City of Wanneroo Asset Operations Enterprise Agreement 2020 – Undertakings**

I refer to the Fair Work Commission's email sent to the City of Wanneroo (the City) on 2 December 2021 in relation to the City of Wanneroo Asset Operations Enterprise Agreement 2020 (the Agreement).

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

1. *The City undertakes that employees employed under this Agreement may be requested to work on a public holiday if the request is reasonable.*
2. *The City undertakes employees employed under this Agreement who are unable to notify the City of their absence (for personal or carer's leave) prior to the commencement of duty, will contact the City as soon as practicable (which may be a time after the leave has started).*
3. *The City undertakes to pay all Trainees 0.5% above the applicable Award – National Training Wage.*

Yours sincerely



Daniel Simms  
Chief Executive Officer

City of Wanneroo  
23 Dundee Road  
Wanneroo WA 6065

Postal Address  
Locked Bag 1  
Wanneroo WA 6065

T (08) 9405 5000  
E [enquiries@wanneroo.wa.gov.au](mailto:enquiries@wanneroo.wa.gov.au)

[wanneroo.wa.gov.au](http://wanneroo.wa.gov.au) 



## **CITY OF WANNEROO ASSET OPERATIONS ENTERPRISE AGREEMENT 2020**

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

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## **2. TITLE OF AGREEMENT**

This Agreement shall be known as the '*City of Wanneroo Asset Operations Enterprise Agreement 2020*'.

This Agreement supersedes the *City of Wanneroo Asset Operations Enterprise Agreement 2017*.

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

## **3. OBJECTIVES OF AGREEMENT**

The objectives of this Agreement are:

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

## **4. PARTIES TO THE AGREEMENT**

This Agreement shall apply to and be binding pursuant to sub-section 172(2) of the *Fair Work Act 2009* (the Act) on:

- (a) the City of Wanneroo;
- (b) the Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union WA Division (LGRCEU);
- (c) the Construction, Forestry, Mining and Energy Union (CFMEU); and
- (d) all Employees carrying out work as defined in Appendix 2 who are eligible for membership of the Construction, Forestry, Mining and Energy Union (CFMEU), or the Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union WA Division (LGRCEU).

## **5. DATE AND PERIOD OF OPERATION**

**5.1.** This Agreement shall be effective seven days after approval by the FWC.

**5.2.** This Agreement shall remain in force until the nominal expiry date of 30 June 2024. In the event that the Agreement is not replaced, then this Agreement will continue to apply subject to the provisions of the Act.

**5.3.** The parties to the Agreement will meet no later than six months prior to the expiry of this Agreement to start negotiations for a replacement Agreement.

5.4. Should the parties not be able to negotiate a new Agreement and the Agreement has passed its nominal expiry date, a salary percentage increase equivalent to Perth CPI (March quarter) shall apply from the first full pay period two months following the nominal expiry date. This is to enable the parties to continue negotiating a new Agreement. No further pay increases will then apply until a new Agreement is negotiated.

## 6. DEFINITIONS

- 6.1. **Act** means the *Fair Work Act 2009* (Cth).
- 6.2. **Agreement** means this *City of Wanneroo Asset Operations Enterprise Agreement 2020*.
- 6.3. **Award** means the *Local Government Industry Award 2020*.
- 6.4. **CEO** means the Chief Executive Officer of the City of Wanneroo.
- 6.5. **City** and **Employer** means the City of Wanneroo.
- 6.6. **Effective Date** means the date seven days after approval of this Agreement by the Fair Work Commission in accordance with sub-clause 5.1.
- 6.7. **Employees, Officers** and **Workforce** means those currently carrying out work, or engaged during the life of this Agreement to carry out work, as defined in Appendix 2.
- 6.8. **Fair Work Commission (FWC)** means the national workplace relations tribunal and is responsible for administering the provisions of the Fair Work Act.
- 6.9. **Leader** means a person at the level of Coordinator, Specialist, Manager, Principle Specialist or Executive with one or more direct reports or as otherwise designated by the City.
- 6.10. **Local Government** means a local government established under the *Local Government Act 1995 (WA)*.
- 6.11. **NES** means the National Employment Standards in the Act.
- 6.12. **Next up Leader (NUL)** is a person at the level of Manager, Director or CEO with one or more direct reports with Leaders reporting to them.
- 6.13. **Operational Leader** means a person that supervises one or more Employee and typically holds a position at one level below Coordinator, Specialist or Principle Specialist.
- 6.14. **Parties** mean those parties listed in clause 4 to this Agreement.
- 6.15. **Perth CPI** refers to the Australian Bureau of Statistics publication (6401.0 Consumer Price Index Australia) under the heading 'ALL GROUPS, Percentage changes' and means the percentage change in CPI for Perth over



the 12 month period up to the quarter specified in sub-clause 5.4 or sub-clause 36.6.

**6.16. RDO** means rostered day off.

**6.17. School Age** means the age at which the child is required by a law of the State of Western Australia to attend school.

**6.18. Service** is a period during which an Employee is employed by the City as defined by the Act.

**6.19. Shift-worker** for the purpose of the NES and section 87(1)(b) of the Act, a shift-worker is an Employee who:

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

Where an Employee with 12 months' continuous services is engaged for part of the 12 monthly period as a shift worker, the 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.

**6.20. Team** means a group of Employees working towards a common goal or objective.

**6.21. Union** means those Unions listed as Parties to the Agreement in clause 4.

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

## **7. EXCLUSIONS**

**7.1.** This Agreement is comprehensive and replaces the Award in its entirety. The entitlements provided for in this Agreement operate in lieu of the Award entitlements while this Agreement remains in force.

**7.2.** The *Municipal Employees Award 1999* has been superseded by the Award.

**7.3.** 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. DISPUTE RESOLUTION PROCEDURES**

**8.1.** In the event of a dispute relating to a matter arising under this Agreement or the NES between the City and Employee, the dispute shall be dealt with in the following manner:

Stage 1:

- (a) The affected Employee or Employees shall raise the matter with their Leader.
- (b) The Leader shall act and respond within three calendar days to the Employees matter.

Stage 2:

- (c) If the matter cannot be resolved at this level, the Employee shall be entitled to refer the matter to the NUL.
- (d) The NUL shall respond within seven days to the Employees matter.

Stage 3:

- (e) Where the matter is not resolved at Stage 1 or Stage 2 the matter will be referred, by either party, to the CEO for mediation and or resolution by conciliation.
- (f) Where the matter is not resolved and all agree Stages 1, 2 and 3 have been taken, the dispute may be referred, by either party, to an independent third party or the Commission for resolution by mediation, conciliation or arbitration.

- 8.2. During the dispute, work will continue in accordance with reasonable direction of the City.
- 8.3. The parties to a dispute must first genuinely attempt to resolve the dispute at the workplace level by discussions between the employee or employees and relevant Leaders.
- 8.4. At any stage from Stage 1 onward, an Employee may appoint a representative for the purposes of the procedures in this clause. Such representative shall be entitled to be present at any meeting involving the matter raised by the Employee and shall be provided adequate time to consult with the affected Employee.
- 8.5. Where one or more parties to this Agreement request documentation and recording relevant to the matters raised by the Employee under this clause, then such records shall be produced and maintained and provided to all parties.

## 9. CONSULTATION

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

### Major Change

- 9.2. For a major change referred to in sub-clause 9.1(a):
  - (a) the City must notify the relevant Employees of the decision to introduce the major change; and
  - (b) sub-clauses 9.3 to 9.7 apply.

- 9.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.
- 9.4. As soon as practicable after making its decision, the City must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the Employees; and
    - (iii) measures the City is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the relevant Employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the Employees; and
    - (iii) any other matters likely to affect the Employees.

However, the City is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 9.5. The City must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 9.6. If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 9.2(a), 9.3 and 9.4 are taken not to apply.
- 9.7. In this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the City's workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

### **Change to Regular Roster or Ordinary Hours of Work**

- 9.8. For a change referred to in sub-clause 9.1(b):
- (a) the City must notify the relevant Employees of the proposed change; and
  - (b) sub-clauses 9.9 to 9.13 apply.

- 9.9.** The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.
- 9.10.** As soon as practicable after proposing to introduce the change, the City must:
- (a) discuss with the relevant Employees the introduction of the change; and
  - (b) for the purposes of the discussion - provide to the relevant Employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the City reasonably believes will be the effects of the change on the Employees; and
    - (iii) information about any other matters that the City reasonably believes are likely to affect the Employees; and
  - (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.11.** However, the City is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 9.12.** The City must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 9.13.** In this clause, **relevant Employees** means the Employees who may be affected by a change referred to in sub-clause 9.1.

## **10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 10.1.** The City and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the City and Employee in relation to one or more of the matters mentioned in sub-clause 10.1 (a); and
  - (c) the arrangement is genuinely agreed to by the City and Employee.
- 10.2.** The City must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
  - (b) are not unlawful terms under section 194 of the Act; and
  - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

- 10.3.** The City must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of the City and Employee; and
  - (c) is signed by the City 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 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.
- 10.4.** The City must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5.** The City 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 City and Employee agree in writing, at any time.

## **11. EMPLOYEE CONSULTATIVE GROUP**

- 11.1.** An Employee Consultative Group (ECG) shall be established within the first three months of the effective date of this Agreement and will remain in place for the life of this Agreement in accordance with the Terms of Reference developed by the ECG.
- 11.2.** The ECG shall consist of two Employee representatives covered by this Agreement from each Service Unit. Employee representatives will be chosen by their colleagues to best represent the workforce, one management representative, and one representative from People and Culture chosen by the Manager People and Culture. Union representatives may be invited to attend if required. The ECG will be chaired by the Director Assets or a delegate of their choosing.
- 11.3.** At the first meeting, the ECG Terms of Reference will be adopted which may be varied from time to time by the ECG.
- 11.4.** The purpose of the ECG is to report to the City on the progress of this Agreement, and for discussions and information sharing regarding operational matters pertaining to Employees covered by this Agreement. The City shall give consideration to feedback from the ECG and shall provide their response in writing.
- 11.5.** The ECG will communicate new initiatives the City is undertaking that significantly impacts on Employees covered by this Agreement, and discuss requirements to support effective implementation.
- 11.6.** Minutes will be taken of each meeting and made available to all Employees covered by this Agreement.

## 12. APPOINTMENTS AND PROBATIONS

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

## 13. NOTICE OF TERMINATION

- 13.1. The period of notice for Employees shall be:

<b>Period of continuous service</b>	<b>period of notice</b>
Casual Employee	One hour
One year or less	One week
More than one year and up to the completion of three years	Two weeks
More than three years and up to the completion of five years	Three weeks
More than five years	Four weeks

- 13.1.1. In addition to the notice in sub-clause 13.1 Employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional one week's notice.
- 13.2. Payment in lieu of the notice prescribed in sub-clause 13.1 and sub-clause 13.1.1 shall be made if the appropriate notice period is given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the remainder of the notice period made.
- 13.3. In calculating any payment in lieu of notice the Employee shall receive what the Employee would have been paid had they worked including all allowances, penalties or loadings, and any other amounts payable under the Employee's contract of employment.
- 13.4. 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.

- 13.5.** The notice of termination required to be given by an Employee shall be the same as outlined in sub-clause 13.1, other than there shall be no additional notice based sub-clause 13.1.1.
- 13.6.** If an Employee fails to give the required notice, the City shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the required period of notice not provided.
- 13.7.** Where the City has given notice of termination to an Employee, an Employee shall be allowed up to 7.6 hours' time-off without loss of pay for the purpose of seeking other employment. The time off shall be taken after consultation and agreement with the City.

**13.8. 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. If there is a transmission of business, the City will wherever possible strongly advocate for this to happen.

In the event this does not occur, the Employee will be paid out any entitlements owing to them prior to the transmission occurring, via a redundancy package in accordance with clause 34.

**14. FULL TIME EMPLOYEES**

A full time Employee means an Employee engaged to work an average of at least 76 ordinary hours per fortnight, in accordance with clause 19.

**15. PART-TIME EMPLOYEES**

- 15.1.** A part-time Employee means an Employee who works regularly from week to week for less than the 38 ordinary hours in any week. Part-time Employee shall be paid the appropriate hourly rate of pay for each hour worked.
- 15.2.** Accrual of annual leave and absence through sickness for part-time Employees, pursuant to clause 23, clause 26 and clause 27, and/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 can only be made by mutual agreement between the City 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 is defined in the Act.
- 16.2.** A casual Employee shall be paid the ordinary hourly rate 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 or full time employment.
- 16.3.** A casual Employee will be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.
- 16.3.** A casual Employee who works outside the ordinary hours of work prescribed by clause 19, shall be entitled to additional rates for ordinary hours of work in accordance with clause 20.

## **17. TEMPORARY EMPLOYEES**

A temporary Employee means an Employee engaged on a maximum-term contract for a specific period of time, or a specific project. A temporary Employee is entitled to all entitlements under this Agreement, unless specified otherwise in the employment contract.

## **18. SALARY MODEL**

### **18.1. Salary Model**

- 18.1.1.** A salary increase of 1.95% or \$1,250 per annum, whichever is greater, will be effective from the first full pay period (ffpp) following 1 July 2021. The salary increase will:
- (a) be paid to all Employees who are employed by the City on the date of the vote closing.
  - (b) be paid within four weeks following the majority of Employees voting in favour of this Agreement.
  - (c) if an Employee's commencement date with the City is after 1 July 2021, the salary increase will be effective from their commencement date.
- 18.1.2.** A further 2.5% salary increase will be paid from the ffpp following 1 July 2022.
- 18.1.3.** A further 2.5% salary increase will be paid from the ffpp following 1 July 2023.
- 18.2.** All salaries will be paid on a fortnightly basis and paid in arrears. An Employee's salary will be deposited into their nominated bank account/s.

## **19. HOURS OF WORK**

- 19.1.** The ordinary hours of work for full time Employees shall be an average of 76 hours per fortnight spread over nine days. Ordinary hours of work shall be worked between 6am and 6pm Monday to Friday.



- 19.2.** On occasions, Employees may vary the starting and finishing times of their ordinary hours of work by agreement between the affected Employees and their Operational Leader, taking into account the hours that the Service Unit needs to be operational.
- 19.3.** Employees shall be entitled to an unpaid meal break of a minimum period of 30 minutes after five hours of continuous work. With agreement between the City and Employee, the unpaid meal break can be taken at a time and location convenient to the operations of the Service Unit.
- 19.4.** The ordinary hours of duty of an Employee engaged as a street cleaning machine operator or gully eductor driver, auto educator driver, may be worked on any or all days of the week Monday to Friday inclusive. Except in the case of shift Employees, such Employees shall work between the hours of midnight and 6pm provided that the spread of hours is altered by agreement between the City and the Employees concerned.
- 19.5.** Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.
- 19.6.** The ordinary hours of work shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the City and the majority of Employees in the section or sections concerned.
- 19.7.** Subject to the provisions of this sub-clause:
- (a) A rest period of ten hours from the time of ceasing work to the time of resumption of work shall be allowed.
  - (b) 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 City.
- 19.8.** 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.
- 19.9.** An Employee will be provided with notice of a change to working hours as detailed below, unless a lesser period is agreed between the Employee and their Leader:
- (a) Where the change of hours affects hours of work within one pay cycle, 48 hours' notice will be provided.
  - (b) Where the change of hours affects hours of work for longer than one pay cycle, two weeks' notice will be provided.
  - (c) Where the change of hours affects hours of work for longer than two pay cycles, four weeks' notice and by mutual agreement.

## **20. OVERTIME**

- 20.1.** Overtime means all work required by the City to be performed in excess of, or outside, the ordinary hours of work determined in accordance with clause 19.

- 20.2.** Overtime shall be paid at either overtime rates or time off in lieu, and paid at the appropriate penalty rates.
- 20.3.** If overtime is to be taken as time in lieu, a maximum of 76 hours can be accrued and further overtime worked above the 76 hours will be paid as overtime in the next available pay period. No further accrual of time in lieu will be permitted until the balance is reduced to a maximum of 76 hours.
- 20.4.** Overtime worked on any day, Monday to Friday inclusive, shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 20.4.1. Overtime worked on a Saturday prior to 12noon shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 20.4.2. Overtime worked on a Saturday after 12noon or on a Sunday shall be paid for at the rate of double time.
- 20.5.** All work performed on a holiday as prescribed in clause 25 of this Agreement, shall be paid at the rate of double time and one half.
- 20.6.** No overtime shall be worked without the approval of the Leader unless the urgency of the work is such that the approval cannot be gained until after the work is performed.
- 20.7.** In computing overtime, each day shall stand alone, but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-clause.
- 20.8.** When an Employee is notified before or after leaving work of a recall to work after leaving the job, they shall be paid for at least three hours or for the actual hours worked, whichever is the greater, at overtime rates.
- 20.8.1. Time reasonably spent in getting to and from work shall be counted as time worked.
- 20.8.2. All call out work will be paid at double time except where the work is carried out on a public holiday in which case the Employee shall be paid double time and a half.
- 20.8.3. Multiple call outs during the one three-hour period will not result in additional payment for each call out.
- 20.8.4. Where the call out attracts a shift work penalty in accordance with clause 21, then that penalty rate shall also apply.
- 20.9.** Where an Employee is required to attend a meeting outside of the ordinary hours of work, they will be paid a minimum of two hours work.
- 20.10.** Subject to sub-clause 20.11, the City 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:
- (a) any risk to the Employee's health and safety;
  - (b) the Employee's personal circumstances including family responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the City, of the overtime and by the Employee, of his or her intention to refuse it; or
  - (e) 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. SHIFT-WORK**

- 21.1.** Shift-work relates to regularly rostered ordinary hours worked outside of the standard ordinary working hours as defined in clause 19.
- 21.2.** The ordinary hours for both day and afternoon shifts shall be arranged on the days Monday to Friday inclusive. Afternoon and night shifts shall be paid a loading of 15% on all rostered hours worked between 6pm and 7am, in accordance with sub-clause 21.4. All hours worked on weekends and on holidays as defined at clause 20, shall be paid at penalty rates, in accordance with sub-clause 21.5.
- 21.3.** Shift rosters can only be changed by the mutual consent of the City and a majority, of the affected Employees.
- 21.4.** For the purpose of this agreement the following shift definitions shall apply:
- (a) **"Day shift"** means any shift starting at or after 6am and finishing at or before 6pm.
  - (b) **"Afternoon shift"** means any shift finishing after 6pm and at or before midnight.
  - (c) **"Night shift"** means any shift finishing after midnight and at or before 7am.
- 21.5.** All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a public holiday shall be paid penalty rates as follows:
- (a) Saturday at the rate of time and one half
  - (b) Sunday at the rate of time and three quarters
  - (c) Public Holidays at the rate of double time and one half
- 21.6.** A continuous shift Employee who is not required to work on a holiday which falls on their RDO shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the Employee so agrees.

- 21.7.** A shift-work roster shall be prominently displayed at the place of work in a position accessible to the Employees concerned. Employees shall be provided with at least 72 hours' notice of any change in roster provided a lesser period can be agreed between the City and Employee.
- 21.8.** Where a shift commences at or after 11pm on any day, the whole of that shift shall be deemed, for the purposes of this Agreement, to have been worked on the following day.
- 21.9.** Where any particular process is carried out in shifts other than day shifts, and less than five consecutive afternoon or night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates.
- 21.10.** The sequence of work shall not be deemed to be broken under the preceding clause by reason of the fact that work on the process is not carried out on a Saturday or Sunday, or any holiday.

## **22. TRAINING, DEVELOPMENT AND MULTI-SKILLING**

- 22.1.** The City is committed to partnering with Employees in developing a more highly skilled and flexible workforce.
- 22.2.** 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.
- 22.3.** The City is committed to training and development which:
- (a) 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;
  - (b) assists the City to achieve its strategic objectives;
  - (c) ensures equitable access for all Employees to development opportunities appropriate to the individual's needs;
  - (d) promotes voluntary participation, except where required for organisational, legislative, industrial, or health and safety reasons;
  - (e) recognises the development of Employees as a joint responsibility shared by Employees, Operational Leaders, Leaders, NULs and the City; and
  - (f) provides Educational Study Assistance in accordance with the City's *Study Assistance Management Procedure*.
- 22.4.** Employees have a clear responsibility to maintain an adequate skill level and to maintain adequate performance in their current position and, to be ready to assume further responsibilities. In recognition of the benefits of Employees' development to the individual as well as the City, Employees are encouraged to:
- (a) seek opportunities to upgrade the skills and knowledge required in their current position; and
  - (b) use constructively the Performance Development process to identify Employee development needs and opportunities with their Leader.

## **22.5. Job Transfers and Rotations**

- 22.5.1. Subject to mutual agreement between the City and Employees, Employees may be rotated or transferred to alternative duties, either permanently, or temporarily, (in consultation with the Employee) and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City's workforce, support the Service Unit needs and to support multi-skilling.
- 22.5.2. Employees benefit from the opportunity to develop and enhance their skills. An Employee, who seeks to work in an alternative area or develop new skills through job rotation, should discuss opportunities with their Leader or raise their interest at the time of their performance development review.
- 22.5.3. Where management identifies a job transfer or rotation opportunity, the Employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions they will be performing.
- 22.5.4. Where a temporary rotation of three months or more in duration is to occur, the Employee will be provided with written notification of the rotation. On expiry of the rotation, the Employee will have a performance development meeting conducted, providing feedback to the Employee on their performance and identifying skills and experience the Employee has developed.
- 22.5.5. Where a permanent transfer is to occur, the affected Employee will be consulted and provided with the opportunity to discuss the impact of the transfer and any concerns they may have.
- 22.5.6. The Employee will receive the appropriate rate of pay for the times they will be performing for the period of the rotation or transfer however, not a lesser amount than their normal pay unless the Employee has opted to take a lower paid position.

## **22.6. Multi-skilling**

- 22.6.1. Multi-skilling is an opportunity for Employees to become more marketable both within the City and in the Industry in general by learning the skills of another position or enhancing those that have already been acquired. Some positions may also require an Employee to acquire appropriate qualifications, which is outside the scope of this clause.
- 22.6.2. The aim of multi-skilling is to create flexibility amongst Employees so the operation of the City will not be affected when Employees are away from the workplace either for training and development courses, absences or any other leave purposes.
- 22.6.3. Employees, who seek to work in an alternative area or develop new skills through multi-skilling, should discuss opportunities with their Leader or raise their interest at the time of the performance review.

22.6.4. The movement of Employees will depend upon the time of the year and the work and resources being available. An induction will be conducted for the Employee prior to joining the new team and will concentrate on the use of equipment and all safety awareness procedures.

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

## **23. ANNUAL LEAVE**

### **23.1. Entitlement**

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

23.1.2. Annual leave will accrue on a daily basis and Employees are entitled to take annual leave during a pro-rata period.

23.1.3. An Employee is not entitled to take annual leave that has not been credited.

23.1.4. An Employee is not permitted to have a negative annual leave balance.

23.1.5. Employees considered shift-workers in accordance with clause 21 will be entitled to an extra week of annual leave (five weeks).

### **23.2. Payment of Salaries**

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

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

### **23.3. Leave and Public Holidays**

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

### **23.4. Leave on Termination**

If an Employee lawfully leaves their employment for any reason, the Employee shall be paid for all accrued annual leave, as per sub-clause 23.2.

### **23.5. Absence from Work**

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

### **23.6. Taking of Leave**

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

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

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

### **23.7. Christmas Closedown**

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

### **23.8. Leave without Pay**

An Employee, who has been employed by the City for the 12 months preceding the date of their annual leave, shall be entitled to a minimum one weeks leave without pay.

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

### **23.9. Casual Employees**

Casual Employees are not entitled to annual leave.

### **23.10. Cashing out of Annual Leave**

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

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

- (a) the Employee has taken at least 10 days annual leave in the preceding 12 months;

- (b) a balance of at least four weeks leave must be remaining after the cashing out is completed; and
- (c) once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements.

23.10.3. The Employee will be subject to tax on any amount paid under this clause pursuant to the *Income Assessment Act 1936 (Cth)*, and the City will make the appropriate deduction from the payment.

## **24. LONG SERVICE LEAVE**

**24.1.** An Employee is entitled to 13 weeks' paid long service leave after the completion of 10 years' continuous service which shall be available pro-rata after seven years. Part-time Employees are entitled to long service leave on a pro-rata basis.

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

### **24.3. Cashing out of Long Service Leave**

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

### **24.4. Taking Leave**

24.4.1. An employee is required to provide at least two months' notice of their intent to take leave. This will ensure that the operation of the Service Unit is not impeded and a suitable replacement can be sourced.

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

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

### **24.5. Payment of Leave**

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



#### **24.6. Leave on Double Pay**

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

#### **24.7. Leave on Half Pay**

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

#### **24.8. Public Holidays**

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

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

#### **24.9. Termination of Employment**

Where the service of an Employee, who has previously become entitled to long service leave, is terminated by the City in any circumstances other than for serious and wilful misconduct and the Employee does not, within the timeframe stated in sub-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 leave.

#### **24.10. Portability of Long Service Leave**

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

24.10.2. 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 the City;
- (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.

24.10.3. 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 while in their employ.

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

#### **24.11. Absence from Work**

If an Employee is absent from work on unpaid leave and/or unauthorised unpaid absence, the period of unpaid leave will not count as service for long service leave purposes, unless the period of unpaid leave was necessitated by sickness or injury of the Employee, and was for three months or less in any calendar year.

#### **24.12. Workers Compensation**

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

### **25. PUBLIC HOLIDAYS**

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

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

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

25.1.3. any other day gazetted as a Public Holiday by the relevant Government Authority.

#### **25.2. Holidays in Lieu**

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

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

25.2.3. When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu shall be observed on the next Monday.

### **25.3. Working on Public Holidays**

- 25.3.1. Where an Employee is required to work on a public holiday they will be paid for all time worked at the rate of double time and one half.
- 25.3.2. By agreement between the City and the Employee concerned, the Employee may be granted time off in ordinary hours, equivalent to the penalty rate, at a mutually agreed time.
- 25.3.3. If an Employee is not rostered to work on a public holiday, but is recalled to work on that day, the Employee is entitled to be paid a minimum of three hours work or for the actual hours worked whichever is the greater at the appropriate penalty rate. Time reasonably spent travelling to and from work shall be counted as work time.
- 25.3.4. If on any public holiday not prescribed as a holiday under this Agreement, the City's establishment or place of business is closed, an Employee need not present themselves for duty and payment will not be deducted, but if work is done, penalty rates shall apply.

### **25.4. Substitute Days**

- 25.4.1. The City, with the agreement of the affected Employee who is a party to this Agreement, may substitute another day for any prescribed in sub-clause 25.1.
- 25.4.2. An agreement pursuant to sub-clause 25.4.1 shall be recorded in writing and be available to every affected Employee.
- 25.4.3. Where a public holiday falls on an Employee's RDO, then the Employee will receive one day in lieu.

## **26. PERSONAL LEAVE**

**26.1.** Paid personal leave is available to an Employee when they are absent on:

- 26.1.1. paid leave (personal leave) taken by an Employee because of a personal illness, or injury, of the Employee; or
- 26.1.2. paid or unpaid leave (carer's leave) taken by an Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
  - (a) a personal illness, or injury, of the member; or
  - (b) an unexpected emergency affecting the member.

### **26.2. Entitlement**

- 26.2.1. Upon commencement, an Employee will be credited with 10 day's personal leave.
- 26.2.2. A full-time Employee is entitled to receive up to 76 hours personal leave per annum credited to them on a daily basis. A part-time

Employee is entitled to personal leave for the hours they are contracted to work proportional to a full-time Employee.

- 26.2.3. An Employee is not entitled to go into negative sick leave nor can they apply for sick leave in advance.
- 26.2.4. If an Employee does not exhaust all their personal leave entitlements in the accrual year, then the balance will be carried forward to the following year.
- 26.2.5. A casual Employee is not entitled to personal leave except as defined at sub-clause 26.3.

### **26.3. Casual Employees**

- 26.3.1. Subject to evidentiary and notice requirements contained within this clause, casual Employees shall be entitled to be absent or to leave work for unexpected emergencies, birth of a child, death of an immediate family, or household member, for family care purposes.
- 26.3.2. The period of absence shall be agreed between the City and Employee or, failing agreement, shall be up to two days unpaid personal leave per occasion.
- 26.3.3. The City must not fail to re-engage a casual Employee after a period of personal leave if there is still work to be carried out.

### **26.4. Immediate Family or Household Members**

- 26.4.1. The entitlement to personal leave for caring or support purposes in accordance with sub-clause 26.1.2 is subject to the person in respect to who the leave is being taken being either:
  - (a) a member of the Employee's immediate family;
  - (b) a member of the Employee's household; or
  - (c) someone with who the Employee has a special relationship (evidence of this special relationship may be requested by the Leader prior to making a determination of the leave request).
- 26.4.2. The term immediate family includes:
  - (a) spouse or former spouse;
  - (b) de-facto partner or former de facto spouse;
  - (c) child;
  - (d) parent;
  - (e) grandparent;
  - (f) grandchild;
  - (g) sibling; or
  - (h) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

- 26.4.3. A household member is a person who lives with the employee.

## **26.5. Evidence**

- 26.5.1. An Employee will not be required to produce evidence of their absence on personal leave unless specifically requested by their Leader.
- 26.5.2. In the event that evidence is required, a medical certificate, statutory declaration or other appropriate documentation will be considered appropriate.

## **26.6. Notice of Intent to Take Personal Leave**

- 26.6.1. An Employee must advise their Operational Leader of their intent to take personal leave. Contact must be made with the Operational Leader, or in their absence, the Leader, to advise of their absence.
- 26.6.2. Contact should be made, prior to the commencement of duty, where possible, or where not, within one hour of the usual start time. Contact should be made, stating:
  - (a) the reason for the leave (sick or carer's);
  - (b) the estimated return time or date; and
  - (c) any urgent matters or meetings that need attention.
- 26.6.3. If contact is not made within this time, the City will try to contact the Employee by telephone (both home and mobile). If contact cannot be made, the Employee's emergency contacts will be contacted to advise that the Employee has not arrived at work. This is to ensure the safety of the Employee.
- 26.6.4. If in extreme circumstances the Employee and their emergency contacts are not able to be contacted, and they have not returned the City's call within 10 hours, the City, if still unable to make contact, will contact the police to ensure the safety of the Employee.

## **26.7. Workers Compensation**

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

## **26.8. Personal Leave during Annual Leave**

- 26.8.1. If an Employee is sick for a period of five consecutive working days or more during a period of annual leave, then the annual leave will be re-credited to the Employee.
- 26.8.2. An Employee can only access this clause if the Employee is sick and confined to hospital or place of residence for a consecutive period of five working days. This must be supported by a medical certificate (a statutory declaration will not be accepted in this matter).

- 26.8.3. Replaced annual leave can be taken at another appropriate time.
- 26.8.4. Annual leave will only be re-credited if the Employee has an entitlement to personal leave. An Employee will not be able to use personal leave in advance. If the Employee does not have an entitlement to personal leave, then they can use some other form of paid leave, or unpaid personal leave.

### **26.9. Unpaid Personal Leave (for Carers purposes)**

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

### **26.10. Leave for Special Circumstances**

- 26.10.1. An Employee who will be a primary caregiver to an immediate family or household member who is terminally ill, or in other exceptional circumstances, may use their accrued personal leave for carers leave purposes. This will allow an Employee to care for the person, whilst being able to access their accrued personal leave. This entitlement will only apply to Employees who need to provide care for a terminally ill family member or in other exceptional circumstances. To access this entitlement a letter from a medical practitioner needs to be submitted to the City, detailing:
  - (a) the name of the person requiring care and their relationship to the Employee;
  - (b) an estimated time the Employee is required to provide that care; and
  - (c) any other matters that may assist the City to determine the Employee's entitlement to the leave.
- 26.10.2. An Employee may use their accrued personal leave for ceremonial purposes, bereavement leave or to attend to a personal emergency, subject to satisfactory evidence being provided.
- 26.10.3. Each matter will be dealt with on a case-by-case basis, and the City, upon request by the Employee, will consider allowing the Employee access to their accrued annual leave and long service leave in the first instance.

### **26.11. Portability of Personal Leave**

- 26.11.1. An Employee may request a letter detailing their current balance of personal leave, upon termination, to present to their new 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.
- 26.11.2. In either case, the City will not be liable for the payment of such personal leave.

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

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

## **26.12. Absence from Work**

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

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

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

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

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

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

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

Where:

LR = Personal leave entitlement on resignation/retirement

LC = Personal leave entitlement at the commencement of the Scheme

EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

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

## 27. COMPASSIONATE LEAVE

- 27.1. An Employee is able to access two days compassionate leave on each occasion when a member of an Employees immediate family or household:
- (a) dies; or
  - (b) contracts or develops a life threatening illness or injury.
- or
- (c) if an Employee or their current spouse or de facto partner has a miscarriage
- 27.2. Compassionate leave may be taken either in a two day block or single days depending on the Employee's preference.
- 27.3. The City may in some circumstances request the Employee provide evidence of the relationship to the person who requires care.
- 27.4. Where an Employee has exhausted their paid entitlement, they shall be entitled to unpaid compassionate leave. The period of absence shall be agreed between the City and the Employee, or failing agreement shall be up to two days per occasion.
- 27.5. Where a family or household member dies outside of Australia, an Employee shall be entitled to three paid days absence per occasion.

## 28. FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to five days' unpaid family and domestic violence leave in a 12 month period, in accordance with the NES.

## 29. PARENTAL LEAVE

- 29.1. The provisions of this clause apply to full-time Employees, part-time Employees and eligible casual Employees (as defined by the Act).
- 29.2. Subject to the terms of this clause, Employees are entitled to parental leave and to work part time in connection with the birth or adoption of a child.
- 29.3. **Definitions**
- 29.3.1. 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 six months or more.
- 29.3.2. "**Employee couple**" means two national system employees that are spouse or de facto partner of the other.
- 29.3.3. Subject to sub-clause 29.3.4, in this clause, "**spouse**" includes a de facto or former spouse.



- 29.3.4. In relation to sub-clause 29.6, “**spouse**” includes a de facto spouse but does not include a former spouse.
- 29.3.5. “**Primary Care Giver**” is the Employee who has, or will have, the primary responsibility to care for a child.

**29.4. Basic Entitlement**

After 12 months continuous service, Employees are entitled to a combined 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 of caring 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.

**29.5. Paid Parental Leave**

- 29.5.1. Full time and part-time Employees who will be the Primary Care Giver of a newborn or newly adopted child, and who have not received payment under sub-clause 29.5.2 are entitled to have up to 12 weeks of parental leave as set out in sub-clause 29.4, paid on the basis of the Employee’s length of continuous service as follows:

<b>Period of Continuous Services</b>	<b>Entitlement</b>
Completion of 12 months and less than two years continuous services	Eight weeks
Completion of two years and less than three years continuous services	10 weeks
Completion of three years or more continuous services	12 weeks

Paid parental leave is effective from the date of commencement of parental leave.

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.

- 29.5.2. An Employee is entitled to two weeks paid partner leave, to be taken within 12 months of the birth or adoption of the child, subject:
  - (a) having been employed by the City with at least 12 months’ continuous services at the time of the birth or adoption;
  - (b) the partner being the Primary Care Giver of the newborn or newly adopted child; and
  - (c) not having received payment under sub-clause 29.5.1.
- 29.5.3. Paid parental leave is calculated on the base rate of pay based on contractual hours.
- 29.5.4. All existing entitlements will accrue during the period of paid leave.
- 29.5.5. Paid parental leave can be taken at half pay (i.e. up to 24 weeks leave).

29.5.6. Subject to sub-clause 29.5.1, while parental leave is to be available to only one parent at a time, both members of an Employee Couple may simultaneously take:

- (a) an unbroken period of up to eight weeks unpaid leave at the time of the birth of the child, which may include separate periods provided each period is not shorter than two weeks;
- (b) for adoption leave, an unbroken period of up to eight weeks' unpaid leave at the time of placement of the child; and
- (c) 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.

**29.6. Application for Parental Leave**

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

<b>Event</b>	<b>Notice Period</b>
The expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy)	At least ten weeks prior to the expected date.
The date on which the employee proposes to commence parental leave and the period of leave to be taken	At least four weeks prior to the proposed commencement of the leave.

29.6.2. When the Employee gives notice of the expected date of confinement under sub-clause 29.6.1, 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.

29.6.3. 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.

29.6.4. Subject to sub-clauses 29.5.1 and 29.6, unless agreed otherwise between the City and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

29.6.5. 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 City may require the Employee to provide a medical certificate stating that they are fit to work on their normal duties.

## **29.7. Special Maternity Leave**

- 29.7.1. An eligible Employee is entitled to take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary if the Employee is not fit for work because:
- (a) of a pregnancy-related illness; or  
if
    - (i) she has been pregnant;
    - (ii) her pregnancy ends after at least 12 weeks because of miscarriage or termination; or
    - (iii) the infant is not stillborn.
- 29.7.2. Where the pregnancy of an Employee who is not on parental leave at the time, terminates after 12 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 29.7.3. 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.
- 29.7.4. An Employee must give the City notice they are taking special maternity leave, including the expected period of leave, as soon as possible (which may be after the leave has started).

## **29.8. Parental Leave – (Adoption leave)**

- 29.8.1. The Employee will notify the City at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.
- 29.8.2. 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.
- 29.8.3. Before commencing adoption leave, an Employee will provide the City with a statutory declaration stating:
- (a) the Employee is seeking adoption leave to become the primary caregiver of the child;
  - (b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
  - (c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 29.8.4. The City may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 29.8.5. Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the City

immediately and the City will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

- 29.8.6. 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.
- 29.8.7. 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 City 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 City may require the Employee to take such leave instead.

### **29.9. Variation of Period of Parental Leave**

Unless agreed otherwise between the City and Employee, an Employee may apply to the City 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.

### **29.10. 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.

### **29.11. Transfer to a Safe Job**

- 29.11.1. 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 their present work, the Employee will, if the City deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the cessation of the illness or risk, or the commencement of maternity leave.
- 29.11.2. If the transfer to a safe job is not practicable, the Employee may elect to commence parental leave until the City finds alternative duties or as certified as necessary by a registered medical practitioner.
- 29.11.3. 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).

## **29.12. Returning to Work after a Period of Parental Leave**

- 29.12.1. An Employee will notify the City of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 29.12.2. 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 under sub-clause 29.11, the Employee will be entitled to return to the position they held immediately before such transfer.
- 29.12.3. Where the 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 their former position.
- 29.12.4. An Employee may request part-time work until their child reaches school age. Approval will be dependent on operational requirements.
- 29.12.5. 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 eight weeks before the expiry of the initial 52 week parental leave, as set out in sub-clause 29.4.

## **29.13. Replacement Employees**

- 29.13.1. A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- 29.13.2. Before the City engages a replacement Employee, the City must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

## **29.14. Communication during Parental Leave**

- 29.14.1. Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the City shall take reasonable steps to:
  - (a) 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
  - (b) 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.
- 29.14.2. The Employee shall take reasonable steps to inform the City 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.

29.14.3. The Employee shall also notify the City of changes of address or other contact details which might affect the City's capacity to comply with sub-clause 29.14.1.

### **29.15. Re-engagement of Casual Employees**

The City must not fail to re-engage a casual Employee because:

- (a) The Employee or Employee's spouse is pregnant; or
- (b) The Employee is or has been immediately absent on parental leave.

### **29.16. Government Paid Parental Leave Scheme**

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

## **30. EMPLOYMENT QUALIFICATIONS**

### **30.1. Renewal of Qualification**

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

### **30.2. Driver's Licence**

30.2.1. An Employee who is responsible for driving a City vehicle must immediately, formally advise their Operational Leader or Leader in the event of any loss or suspension of their driver's license. In such an event, where the loss or suspension is for 12 months or less, the City in conjunction with the Employee will seek to cover the period through either a combination of:

- (a) Alternative duties
- (b) Paid leave
- (c) Leave without pay.

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

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

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

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

### **31. PURCHASE OF ADDITIONAL LEAVE**

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

### **32. OCCUPATIONAL SAFETY AND HEALTH**

**32.1.** The City is committed to implementing an effective and comprehensive occupational safety and health program, and will comply with the *Occupational Health and Safety Act 1984* or any subsequent replacement legislation.

**32.2.** The City recognises that the safety and health of its Employees are of prime importance and will undertake to provide all the necessary training, guidelines safety material and equipment necessary to ensure a safe working environment.

**32.3.** Equally, the Employee agrees to comply with the City's safety standards and statutory obligations and will continue to contribute and participate in all scheduled workplace safety briefings, committee meetings, training and other initiatives. This includes full cooperation in the further development of documentation and practices that will enhance the City's ability to obtain WorkSafe Certification or an equivalent standard. If the WorkSafe certification program ceases to operate, certification by a qualified independent organisation or person will suffice.

**32.4.** This cooperation will include although not be limited to the following:

- (a) compliance with the safety management process of identification, assessment, and control of risks prior to the commencement of work;
- (b) so far as is practicable complying with the City's standard work methods (i.e. Task Procedures);
- (c) report hazards and, where unable to undertake remedial action, take appropriate control measures;
- (d) ensure contractor compliance with the City's standards and statutory obligations;
- (e) cooperate and comply with the City's Injury Management and Return to Work Procedures; and
- (f) cooperate and comply with the City's Fitness for Work Policy.

**32.5.** Each Employee acknowledges their 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.

**32.6.** Where an Employee is injured at work, the City will work with the Employee and support agencies toward a full recovery.

### **33. SUPERANNUATION AND SALARY PACKAGING**

#### **33.1. Superannuation**

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

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

#### **33.2. Salary Packaging**

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

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

#### **33.3. Worker's Compensation**

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

### **34. REDUNDANCY**

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

#### **34.1. Job Transfer**

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

#### **34.2. Communication**

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



### **34.3. Support Services**

The following support services will be made available to Employees who are affected by redundancy and who do not accept a Voluntary Severance Package in accordance with sub-clause 34.4.4:

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

### **34.4. Process**

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

#### **Alternative Employment**

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

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

34.4.2. Should the City after a period of up to four months (redeployment period) be unable to provide two offers of suitable alternative employment, then the provisions of sub-clause 34.4.4 will apply. However, should the Employee refuse two offers of suitable alternative employment, then the provisions of sub-clause 34.4.5 will apply.

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

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

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

#### **Voluntary Severance Package**

34.4.4. At the commencement of seeking alternative employment, the Employee may also be offered the option of accepting a Voluntary

Severance Package in lieu of redeployment. Should the Employee accept a Voluntary Severance Package or where the City has not been able to make two offers of suitable alternative employment, the following will be paid in addition to leave entitlements:

- (a) Payment in lieu of notice of four weeks plus one week if the Employee is aged over 45 years. This payment does not apply in situations where:
  - (i) the City has been unable to make two offers of suitable alternative employment; and
  - (ii) the four month redeployment period has transpired.
- (b) Three weeks' pay for each year of completed service with the City, capped at a maximum of 64 weeks.
- (c) Where an Employee has been employed with the City for a minimum of five years continuous service, pro-rata long service leave shall be provided if the Employee is not otherwise entitled to pro-rata long service leave under this Agreement and the Regulations.

### **Redundancy Package**

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

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

### **34.5. Employee Leaving During Notice Period**

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

## **35. COMMITMENT TO PERMANENT EMPLOYMENT**

- 35.1.** The parties are committed to working together to ensure that permanent employment is the preferred form of employment at the City. The parties see this form of employment as a means of enriching the wellbeing of individuals as well as providing them with long term meaningful work.
- 35.2.** The City is committed to a policy of employing permanent full-time Employees over temporary or casual Employees or persons employed through a third party, unless the nature of the work, operational requirements or seasonal variations necessitates the employment of casual or temporary Employees.
- 35.3.** Management will only approve casual and temporary employment if it can be demonstrated that the proposed work:
- 35.3.1. is of a short term nature;
  - 35.3.2. is not able to be arranged so that it can be offered to a permanent employee (full time or part time); and/or
  - 35.3.3. management will review all temporary employees after 12 months continuous service with a view to making these Employees permanent, provided that the work is likely to be ongoing.
- 35.4.** 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 prior six-month period, will be offered permanent employment, unless the coverage was for a specific purpose or there is a substantive holder of the position.

## **36. ALLOWANCES**

### **36.1. Fares and Travelling Time**

- 36.1.1. 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 City, present themselves for work at such job, at the usual starting time.
- 36.1.2. An Employee to whom sub-clause 36.1.1 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.
- 36.1.3. An Employee who, with the approval of the City, 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 the City for a regular allowance.

36.1.4. For travelling during working hours from and to the City's headquarters, depot or other workplace, or from one job to another, an Employee shall be paid by the City at ordinary rates plus any appropriate penalties and loading. The City shall reimburse all fares and reasonable expenses in connection with such travelling.

## **36.2. Higher Duties**

36.2.1. Where an Employee is authorised to perform any duty for which a salary higher than that of their own grade is fixed by this Agreement, in any one day or shift, the Employee shall receive for the time so worked and for all hours, the salaries specified for each higher grade duty.

36.2.2. Where an Employee is only required to carry out part duties of the higher position, they shall be paid at a rate commensurate with the proportion of part duties performed, as agreed to by the City and Employee.

36.2.3. 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.

36.2.4. When an Employee, while acting in a higher position, is required to perform overtime, the Employee will be paid overtime at the higher rate of salary.

36.2.5. Where an Employee has been acting in a higher position for a continuous period of 12 months or more, they will be permanently appointed to that position, unless the relief period is for a specific purpose. This period may be extended by mutual agreement.

## **36.3. Meal Allowance**

36.3.1. Subject to the provisions of sub-clause 36.3.2(a), an Employee required to work overtime for more than two hours shall be paid \$12.69 for a meal and, if an additional four hours of overtime worked, a second or subsequent meal is required they shall be paid \$8.24 for each meal so required. This shall not apply where meals are provided by the City at the City's cost.

36.3.2. The provisions of sub-clause 36.3.1 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 they 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 they can reasonably go home.

36.3.3. If an Employee to whom sub-clause 36.3.2(a) applies has, as a consequence of the notification referred to in that paragraph, provided themselves with a meal or meals and is not required to work

overtime or is required to work less overtime than the period notified, they shall be paid, for each meal provided and not required, the appropriate amount prescribed in sub-clause 36.3.1.

#### **36.4. Special Rates**

36.4.1. All Employees engaged on fire-fighting 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.

36.4.2. All Employees working in shafts, trenches or excavations shall be paid the following monies in addition to their ordinary rate of wage:

(a) when working between 1.8 metres and 6.1 metres below the surface, the amount of \$3.05 per day; or

(b) when working more than 6.1 metres below the surface, the amount of \$4.31 per day.

#### **36.5. Mileage Allowance**

Employees who have approval to use their personal vehicle for approved official City business, will be compensated by way of a Mileage Allowance, in accordance with the 'cents per kilometer method' provided by the Australian Taxation Office.

#### **36.6. Adjustment of Rates**

The rates prescribed in sub-clauses 36.3 and 36.4 will be further adjusted in line with movements of the Perth CPI for the September quarter.

### **37. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

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

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

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

37.4. The Employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the City, outside of rostered ordinary hours of work.

37.5. 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.

37.6. 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.

### **38. WITNESS/JURY DUTY**

- 38.1.** An Employee required to serve on a jury or as a witness, shall as soon as practicable, after being summoned to serve, notify their Leader.
- 38.2.** An Employee required to serve on a jury or as a witness shall be granted leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror or witness.
- 38.3.** An Employee granted leave of absence on full pay as prescribed in this clause is not entitled to claim or retain any jurors' fees.

### **39. DEFENCE FORCE RESERVES LEAVE**

- 39.1.** 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.
- 39.2.** Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 39.3.** 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 Employee shall provide a certificate of attendance to the City.

#### **39.4. Paid Leave**

- 39.4.1.** 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.
- 39.4.2.** 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.
- 39.4.3.** On written application, an Employee shall be paid salary in advance when proceeding on such leave.
- 39.4.4.** Casual Employees are not entitled to paid leave for the purpose of Defence service.
- 39.4.5.** An Employee 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.
- 39.4.6.** An Employee 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 RDO is to be excluded,

and no account is to be taken of the value of any board or lodging provided for the Employee.

### **39.5. Unpaid Leave**

39.5.1. Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in sub-clause 39.4 of this clause shall be unpaid.

39.5.2. Casual Employees are entitled to unpaid leave for the purpose of Defence service.

### **39.6. Use of Other Leave**

39.6.1. 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.

39.6.2. The City cannot compel an Employee to use long service leave for the purpose of Defence service.

## **40. 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*.

## **41. USE OF GPS TECHNOLOGY**

41.1. 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.

41.2. The City may install GPS technology on any City vehicle, plant or equipment which will be used:

- (a) as a duress alarm in the case of emergencies;
- (b) for the logging of equipment operating parameters;
- (c) for the collection of data for equipment performance analysis;
- (d) to provide statistical location data; and
- (e) to provide real time location of vehicles to ensure operational safety and efficiency.

41.3. 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 sub-clause 41.2) and is relevant to that Employee.

41.4. The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to sub-clause 41.3, with the permission of the Employee, will remain confidential and will only be distributed to those Employees who require the information, including the Leader, NUL, Executive and the City's People and Culture team.

- 41.5.** Consent in relation to the GPS policy for new Employees will be obtained via their contract of employment.
- 41.6.** This clause cannot override any legislation contained in the *Surveillance Devices Act 1998 (WA)*.

## **42. EMPLOYEE INITIATED PHASED IN RETIREMENT**

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

- 42.1.** Full time permanent Employees may apply to convert to a temporary part-time contract for a period of between one to two years, as a transitional arrangement prior to retiring from the City. Such application will require agreement by the City and will be subject to:
- (a) the Employee having been employed at the City for at least 10 years' continuous service;
  - (b) satisfactory performance reviews;
  - (c) operational requirements; and
  - (d) health and safety implications.
- 42.2.** The City will continue to pay statutory superannuation contributions based on full-time hours for the period of the temporary part-time contract.
- 42.3.** All leave accruals will accrue on the part-time hours from the commencement date of the temporary contract.
- 42.4.** An Employee may defer the taking of all or part of their long service leave entitlement upon entering into an arrangement under this clause.
- 42.5.** Employees are expected to work the normal range of duties for their classification during the period of part-time work.
- 42.6.** The Employee is responsible for seeking financial advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.
- 42.7.** The City is under no obligation to reinstate the Employee's employment should the Employee change their mind.
- 42.8.** The Employees request to enter into this arrangement must be made in writing and must stipulate the Employee's nominated date of retirement. The Employee's Leader will provide a written response to the Employee within four weeks of receipt of the request. Where such a request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

## **43. ON-CALL**

- 43.1.** Some Service Units are required to support the public over a 24-hour period. To carry out this function nominated Employees will facilitate an on-call roster to provide a timely and appropriate response by the City.



- 43.2. Employee will be paid \$8.06 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.
- 43.3. 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.
- 43.4. Employees have the option of not participating in the on-call roster. The frequency with which an Employee may be rostered to be on-call shall be restricted to once every four weeks, except with the written agreement of the Employee.
- 43.5. Where possible the Employee should not be rostered on-call while on a RDO. If an Employee identifies that they are on-call during the week of their RDO or are requesting leave, then the Employee is required to advise their Operational Leader, and:
- (a) If an Employee needs to change their roster, then they are to arrange for a suitable replacement.
  - (b) The Operational Leader will need to approve the variation to the roster prior to the change occurring.
- 43.6. All Employees while on-call shall maintain themselves in accordance with the City's *Fitness for Work Procedure*.
- 43.7. All Employees shall be responsible for notifying their Operational Leader, where practicable, when their on-call duty will be affected by illness, injury or carer's responsibilities.
- 43.8. 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.
- 43.9. While rostered on-call, Employees will ensure they are available to respond immediately on receiving a call.

#### **44. CALL-OUT RATES**

- 44.1. All after hours call-out work will be paid a minimum of three hours call-out payment, as per sub-clause 44.3, unless the Employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.
- 44.2. Multiple call-outs during that three-hour minimum period will not result in additional payments for each call-out.
- 44.3. Employees will be paid for call-out at the rate of double time or double time and one half on public holidays for work undertaken as a result of an after-hours call-out which requires the Employee to leave home and attend to work, and shall be paid from the time the Employee leaves home to the time the Employee returns home.

- 44.4.** While on call-out duties, Employees shall take no action that may put themselves or the general public at risk of injury or physical threat.
- 44.5.** Where an Employee is called out whilst attending a camp, retreat or other weekend service, the Employee will be paid a minimum of one hour in call out payments at the overtime rates.
- 44.6.** Should the Employee identify additional works that must be attended to immediately (i.e. not routine maintenance work) they shall proceed with the works. Non urgent works shall be reported to the appropriate Service Unit the next working day.
- 44.7.** In support of the City's *Fitness for Work Procedure*, an Employee who attends on site to a call-out between the hours of 11pm and 5am, will amend their starting time in accordance with sub-clause 19.5.

## **45. PERFORMANCE REVIEWS**

- 45.1.** An annual performance review will be undertaken with all Employees. The performance reviews will be conducted with the Employee and their Operational Leader or Leader.
- 45.2.** The performance review shall be confidential and without limiting the scope it is intended to identify:
- (a) Any new or enhanced skills required by the Employee, if any, together with proposed competency levels required to perform the position.
  - (b) Any development and expansion anticipated by the Leader for the Employee in both the long term and short term.
  - (c) 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.
  - (d) Career development.
  - (e) The performance objectives required.
  - (f) Current performance level.
  - (g) An Employee can request at this time a salary and/or classification review.
- 45.3.** Following a satisfactory performance review, and obtaining the relevant skills as outlined in the classification structure (Appendix B), an Employee will be eligible for an annual increment, on or after the first full pay period commencing 1 October each year, providing the Employee commenced employment before 1 April that year. Where an Employee who commenced on or after 1 April, the Employee will be eligible for consideration for an increment in the following year, payable from the first full pay period on or after 1 October of that year.

## **46. TRAINEESHIPS**

All trainees will be paid in accordance with the Award.

## **47. ANTI-DISCRIMINATION**

- 47.1.** It is the intention of the parties to this Agreement to prevent and eliminate discrimination based on the grounds in the *Equal Opportunity Act 1984 (WA)*,

*Racial Discrimination Act 1975 (Cth), Disability Discrimination Act 1992 (Cth), Sex Discrimination Act 1984 (Cth) and Age Discrimination Act 2004 (Cth).*

**47.2.** Accordingly, in fulfilling their obligations under the Disputes Resolution Procedure at clause 8, 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.

**47.3.** Nothing in this clause is to be taken to affect:

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

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

#### **48. NO EXTRA CLAIMS**

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

#### **49. EMPLOYEE REPRESENTATIVES**

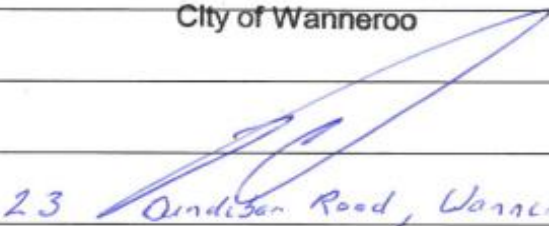

**49.1.** The City acknowledges the need to have effective workplace relations. In recognition of this, workplace representatives shall be allowed sufficient access to Employees, resources and training necessary to represent Employees in workplace relations issues, at the discretion of the CEO.

**49.2.** This may include, for example, Occupational Safety and Health Representatives and Union Representatives.

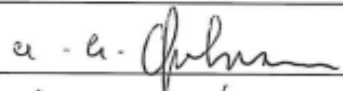
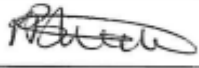
**50. AGREEMENT OF PARTIES**

Signatories; EXECUTED by the parties:


**City of Wanneroo**

Authorised Officer Full Name	Daniel John Simms Chief Executive Officer
Authorised Officer Position	City of Wanneroo
Authorised Officer Signature	
Address	23 Oandibar Road, Wanneroo WA 6065
Date	23rd November 2021
Witness Name	DENISE BERRY
Witness Position	ADMINISTRATION OFFICER
Witness Signature	
Date	23.11.2021

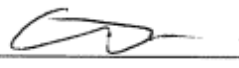
**Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union (LGRCEU)**

Authorised Officer Full Name	ANDREW GERARD JOHNSON
Authorised Officer Position	UNION SECRETARY
Authorised Officer Signature	
Address	Unit 204 (396 SCARBOROUGH BEACH ROAD) OSBORNE PARK WA 6017
Date	18 NOVEMBER 2021
Witness Name	PRABHA BHUDIA
Witness Position	PEOPLE & CULTURE BUSINESS PARTNER
Witness Signature	
Date	18 NOVEMBER 2021

**Construction, Forestry, Mining and Energy Union (CFMEU)**

Authorised Officer Full Name	Michael (mick) Buchan
Authorised Officer Position	state secretary
Authorised Officer Signature	M. Buchan
Address	TRADES Hall 74 Beaufort St. PERTH
Date	19/11/2021
Witness Name	MICHELLE SHEEHY
Witness Position	ORGANISER
Witness Signature	
Date	19/11/2021

**On behalf of the Employee Bargaining Representatives elected by Employees**

Authorised Officer Full Name	John Andreas REITE
Authorised Officer Position	General Hand.
Authorised Officer Signature	JMS
Address	26 Pinegrove Dr Ellenbrook.
Date	19/11/21.
Witness Name	Chelsea Timms
Witness Position	Coordinator Parts Operations
Witness Signature	
Date	19/11/2021

## Appendix 1 – SALARY SCHEDULE

<b>Classification Level</b>	<b>Current Salary as at 01/06/2020</b>	<b>1.95% or \$1,250 Salary Increase whichever is greater (ffpp following 1 July 2021)</b>	<b>2.5% Salary Increase (ffpp following 1 Jul 2022)</b>	<b>2.5% Salary Increase (ffpp following 1 Jul 2023)</b>
Level A.1	\$ 53,282.59	\$ 54,533	\$ 55,896	\$ 57,293
Level A.2	\$ 54,483.26	\$ 55,733	\$ 57,127	\$ 58,555
Level A.3	\$ 55,122.95	\$ 56,373	\$ 57,782	\$ 59,227
Level A.4	\$ 57,242.89	\$ 58,493	\$ 59,955	\$ 61,454
Level B.1	\$ 57,882.58	\$ 59,133	\$ 60,611	\$ 62,126
Level B.2	\$ 58,503.36	\$ 59,753	\$ 61,247	\$ 62,778
Level B.3	\$ 59,161.38	\$ 60,411	\$ 61,922	\$ 63,470
Level C.1	\$ 59,800.46	\$ 61,050	\$ 62,577	\$ 64,141
Level C.2	\$ 60,445.47	\$ 61,695	\$ 63,238	\$ 64,819
Level C.3	\$ 61,775.41	\$ 63,025	\$ 64,601	\$ 66,216
Level D.1	\$ 62,900.31	\$ 64,150	\$ 65,754	\$ 67,398
Level D.2	\$ 64,496.24	\$ 65,754	\$ 67,398	\$ 69,083
Level D.3	\$ 66,092.18	\$ 67,381	\$ 69,066	\$ 70,792
Level E.1	\$ 69,190.09	\$ 70,539	\$ 72,303	\$ 74,110
Level E.2	\$ 72,336.25	\$ 73,747	\$ 75,590	\$ 77,480
Level E.3	\$ 74,032.48	\$ 75,476	\$ 77,363	\$ 79,297
Level F.1	\$ 78,624.75	\$ 80,158	\$ 82,162	\$ 84,216
Level F.2	\$ 79,289.41	\$ 80,836	\$ 82,856	\$ 84,928
Level F.3	\$ 79,954.68	\$ 81,514	\$ 83,552	\$ 85,640
Level G.1	\$ 81,770.91	\$ 83,365	\$ 85,450	\$ 87,586
Level G.2	\$ 83,766.14	\$ 85,400	\$ 87,535	\$ 89,723
Level G.3	\$ 85,760.73	\$ 87,433	\$ 89,619	\$ 91,859

## Appendix 2 – CLASSIFICATION SCHEDULE

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

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

# CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

## LEVEL B1 – GENERAL HAND

### (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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



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

**JOB REQUIREMENTS**

**Attributes**

Capable of physical manual labour	Capable of physical manual labour
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**Accreditations**

Traffic Control First Aid Variety of light plant Manual hand tools OSH Management	Basic Traffic Management First Aid (Desirable) Variety of light plant Manual hand tools OSH (induction) and Safety Awareness Card (Blue or White Card)
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**CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS  
LEVEL B.2 and B.3- GENERAL HAND  
(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)**

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

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

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

# CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

## LEVEL C – SPECIALIST PLANT OPERATOR (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

<b>JOB REQUIREMENTS</b>	Interest, aptitude, motivation for the work to be undertaken which includes: At a specialist level, operation of a variety of specialised plant within job specific tolerances and/or undertaking specialised operational activities
<b>CHARACTERISTICS</b>	<b>CLASSIFICATION</b>
<b>Qualifications and Licences</b>	
Certificate level qualifications or approved equivalent. Drivers Licence: <ul style="list-style-type: none"> <li>• MR</li> <li>• HR</li> <li>• HC</li> </ul>	Horticulture Certificate II , or Certificate III in Civil Construction or recognised relevant experience Drivers licence MR, HR and/or HC (as required for the job)
<b>Experience</b>	
Length of Experience Minimum 2 years Experience in job specific processes – demonstrated competency OSH Management	2+ years recognised relevant industry experience Demonstrated and practical application of skills  Understanding of OSH principles from an on-the-job perspective and associated application
<b>Plant Operation</b>	
Operator skill level medium-high with significant experience Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity	Operator skill level medium-high with relevant experience.  Multi-function equipment Proven competency in machine maintenance and set up medium to high complexity
<b>Communication</b>	
Proven work related literacy and numeracy <ul style="list-style-type: none"> <li>- ability to read and interpret road maps and work instructions</li> <li>- to provide information and advice to other employees and contractors</li> <li>- ability to read and interpret relevant technical documents and plans</li> </ul>	Proven work related literacy and numeracy <ul style="list-style-type: none"> <li>- ability to read and interpret road maps and work instructions</li> <li>- to provide information and advice to other employees and contractors</li> <li>- ability to read and interpret relevant technical documents and plans</li> </ul>
<b>Interpersonal</b>	
Ability to work as part of a team General Interaction with the public	Ability to work as part of a team General Interaction with the public in relation to the work being undertaken
<b>Complexity/Multi skilling</b>	
Broad range of activities with a medium level of complexity	Broad range of activities with a medium level of complexity

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

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

# CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

## LEVEL D – LEADING HAND

### (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

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

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

# CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

## LEVEL E – SENIOR LEADING HAND

### (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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



# CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

## LEVEL E - SENIOR LEADING HAND

### (PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE) (contd.....)

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

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

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

8 December 2021

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

Dear Commissioner Wilson,

**AG2021/8547 – Application for Approval of the City of Wanneroo Asset Operations Enterprise Agreement 2020 – Undertakings**

I refer to the Fair Work Commission's email sent to the City of Wanneroo (the City) on 2 December 2021 in relation to the City of Wanneroo Asset Operations Enterprise Agreement 2020 (the Agreement).

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

1. *The City undertakes that employees employed under this Agreement may be requested to work on a public holiday if the request is reasonable.*
2. *The City undertakes employees employed under this Agreement who are unable to notify the City of their absence (for personal or carer's leave) prior to the commencement of duty, will contact the City as soon as practicable (which may be a time after the leave has started).*
3. *The City undertakes to pay all Trainees 0.5% above the applicable Award – National Training Wage.*

Yours sincerely



Daniel Simms  
Chief Executive Officer