



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Wanneroo
(AG2022/4889)

CITY OF WANNEROO FLEET SERVICES ENTERPRISE AGREEMENT 2022

Local government administration

DEPUTY PRESIDENT COLMAN

MELBOURNE, 5 DECEMBER 2022

Application for approval of the City of Wanneroo Fleet Services Enterprise Agreement 2022

[1] The City of Wanneroo has made an application for approval of the *City of Wanneroo Fleet Services Enterprise Agreement 2022* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertaking referred to above, and on the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval has been met.

[4] The Australian Manufacturing Workers' Union (AMWU), being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on its declaration, I note that the Agreement covers the AMWU.

[5] The Agreement was approved on 5 December 2022 and, in accordance with s 54, will operate from 12 December 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A



30 November 2022

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2022/4889

Applicant: City of Wanneroo

Dear Deputy President Colman,

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Harminder Singh, Director Assets, have the authority given to me by the City of Wanneroo to give the following undertakings with respect to the City of Wanneroo Fleet Services Enterprise Agreement 2022 ("the Agreement"):

1. The City undertakes a shift-worker, as defined in section 7.12 of the Agreement, shall be entitled to five weeks annual leave upon commencement of becoming a shift-worker.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

A handwritten signature in blue ink, appearing to be "H Singh", written over a horizontal line.

Date

30.11.2022

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

CITY OF WANNEROO FLEET SERVICES ENTERPRISE AGREEMENT 2022

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2 TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Fleet Services Enterprise Agreement 2022*'.

3 OBJECTIVES OF AGREEMENT

- (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 of Wanneroo to deliver services focused on the customer and driven by a commitment to results;
- (e) to utilise the resources of the City of Wanneroo in the most efficient manner and to continually assess operations, embrace change and make improvements where necessary;
- (f) to recognise achievements and productivity gains; and
- (g) to support the City of Wanneroo's vision and objectives.

4 PARTIES TO THE AGREEMENT

This Agreement shall apply to and be binding upon:

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

5 DATE AND PERIOD OF OPERATION

- 5.1** This Agreement shall commence operation seven days after the Fair Work Commission (FWC) approves the Agreement (the Commencement Date).
- 5.2** The nominal expiry date will be 30 June 2025. This Agreement will continue to operate after its nominal expiry date until it is terminated or replaced.
- 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.

6. CORPORATE VALUES

The City is committed to ensuring that all staff comply with and promote the City's Corporate Values. These values include:

CUSTOMER FOCUSED

Delivering service excellence

IMPROVEMENT

Finding simpler, smarter and better ways of working

ACCOUNTABILITY

Accepting responsibility and meeting commitments, on time and to standard

COLLABORATION

Together we are stronger

RESPECT

Trusting others and being trustworthy

7. DEFINITIONS

- 7.1. **Act** means the Fair Work Act 2009 (Cth).
- 7.2. **Agreement** shall mean the *City of Wanneroo Fleet Services Enterprise Agreement 2022*.
- 7.3. **Award** means the *Local Government Industry Award 2020*.
- 7.4. **CEO** means the Chief Executive Officer of the City of Wanneroo.
- 7.5. **City** and **Employer** shall mean the City of Wanneroo.
- 7.6. **Employees, Officers, Workers** and **Workforce** means those carrying out work who are eligible for membership of the union and who work within Fleet Services as defined under Appendix One.
- 7.7. **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.
- 7.8. **NES** means the National Employment Standards in the Act.
- 7.9. **Next up Leader (NUL)** means a person at the level of Manager, Director or CEO with one or more direct reports with Leaders reporting to them.
- 7.10. **Parties** mean the parties listed in clause 4 to this Agreement.
- 7.11. **Service** in relation to redundancy payments means all the previous names of the City of Wanneroo since inception.
- 7.12. **Shift-worker** is an employee who:
(a) works ordinary hours outside of the standard ordinary hours under clause 18, on any seven days of the week; and
(b) Is regularly rostered to work ordinary hours on Sundays and public holidays.
- 7.13. **Union** means the Union listed as a Party to the Agreement under clause 4.

8. EXCLUSIONS

- 8.1. This Agreement is comprehensive and replaces the Award in its entirety. This Agreement operates in conjunction with the NES. Certain provisions of the Agreement may supplement the NES but nothing in this Agreement will operate to provide a detrimental outcome for Employees as compared to the NES.
- 8.2. All Employees covered by this Agreement will continue to receive the existing weekly Productivity Payment component that is inclusive of Safety Net Payment, Confined Space Allowance, Dirt Money, Bank Charges, Service Pay, Days in Lieu namely the 2nd of January and Easter Tuesday, Industrial Allowance and Annual Leave Loading.
- 8.3. The Productivity Payment is incorporated into the base hourly pay rates upon which future percentage pay increases are calculated.

9. DISPUTE RESOLUTION PROCEDURES

- 9.1.** In the event of a dispute in relation to a matter arising under this Agreement or the NES, the dispute shall be dealt with in the following manner:
- 9.1.1. The affected Employee shall raise the matter with their Leader.
 - 9.1.2. In the event the dispute is not resolved to the satisfaction of the parties affected within three business days, the dispute shall be referred to the NUL.
 - 9.1.3. If after seven business day of the referral of the issue to the NUL, the dispute is not resolved to the satisfaction of the parties affected, an affected party may refer the dispute to the CEO for mediation and/or resolution by conciliation or arbitration.
 - 9.1.4. If the matter is still not resolved to the satisfaction of the parties affected and all steps set out in sub-clauses 9.1.1, 9.1.2 and 9.1.3 have been taken, an affected party may refer the dispute to an independent third party or the Fair Work Commission for resolution by conciliation or arbitration. If arbitration is necessary, all parties will abide by and implement any decisions following arbitration.
- 9.2.** At any stage from sub-clause 9.1.1 Employee/s may choose a representative to assist and advocate their matter with the City. Such representative shall be entitled to be present at any meeting involving the matter raised by the Employee/s and shall be provided adequate time to consult with the affected Employee/s.
- 9.3.** Where one or more parties to this Agreement request documentation and recording relevant to the matters raised by the Employee/s under this clause, then such records shall be produced and maintained and provided to all parties.

10. CONSULTATION

- 10.1.** This 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 Employees of the enterprise; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2.** For a major change referred to in sub-clause 10.1(a):

- (a) the City must notify the relevant Employees of the decision to introduce the major change; and
- (b) sub-clauses 10.3 to 10.8 apply.

- 10.3.** The relevant Employees may appoint a representative for the purposes of the procedures in this term, if:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.

- 10.4. As soon as practicable after making its decision, the City must:
- (a) discuss with the relevant Employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the Employees; and
 - iii. measures the City is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the Employees; and
 - iii. any other matters likely to affect the Employees.
- 10.5. However, the City is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.6. The City must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.7. If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 10.2(a), 10.3 and 10.4 are taken not to apply.
- 10.8. In this term, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the City's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 10.9. For a change referred to in sub-clause 10.1(b):
- (a) the City must notify the relevant Employees of the proposed change; and
 - (b) sub-clauses 10.10 to 10.14 apply.
- 10.10. The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- 10.11. If:
- (a) a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the City of the identity of the representative;
- the City must recognise the representative.
- 10.12. As soon as practicable after proposing to introduce the change, the City must:
- (a) discuss with the relevant Employees the introduction of the change; and

- (b) for the purposes of the discussion - provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the City reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the City reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

10.14. The City must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10.15. In this clause 10, **relevant Employees** means the Employees who may be affected by the major change referred to in sub-clause 10.1.

11. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

11.1. The City and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the Agreement deals with one or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances; and
- (b) the arrangement meets the genuine needs of the City and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the City and Employee.

11.2. 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.

11.3. 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 their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

11.4. The City must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed.

11.5. 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.

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 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.** When 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 permanently appoint an Employee after their probationary period, they will be required to provide the Employee with one week's notice or payment in lieu of notice.

13. NOTICE OF TERMINATION

- 13.1.** The period of notice to be given by the City to a full-time or regular part-time Employee to terminate the contract of service shall be:

Period of continuous service	Period of notice
Casual Employee	One day
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

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-clauses 13.1 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu 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.
- 13.4.** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual Employees other than eligible casual Employees as defined by the NES, or Employees engaged for a specific period of time or for a specific task or tasks.

13.5. Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of 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 termination.

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

If an Employee fails to give notice, the City shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

13.7. Where the City has given notice of termination to an Employee, the 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.

14. FULL-TIME EMPLOYEES

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

15. PART-TIME EMPLOYEES

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

15.2. Payment for annual leave and absence through sickness for such Employees, pursuant to clauses 22 and 25, or any other appropriate clause providing such entitlements, shall be in the proportion that the hours regularly worked each week bears to the standard ordinary hours.

16. CASUAL EMPLOYEES

16.1. A casual Employee shall mean an Employee who accepts an offer of employment with the City knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

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 temporary 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.

16.4. A casual Employee who works outside the ordinary hours of work prescribed by clause 18, shall be entitled to overtime payments in accordance with clause 19, based on their ordinary casual rate.

17. SALARY MODEL

17.1. A salary increase of 3.5% will be effective from the first full pay period (ffpp) on or after 1 July 2022. The salary increase will:

- (a) Be paid to Employees who are employed by the City from the ffp on or after 1 July 2022.
- (b) If the Employees commencement date with the City is after the ffp on or after 1 July 2022, the salary increase will be effective from their commencement date.

17.2. A salary increase of 3% will be effective from the ffp on or after 1 July 2023.

17.3. A salary increase of 2% will be effective from the ffp on or after 1 July 2024.

17.4. The salary payments include amounts in full recognition of supplementary payments, safety net payment, confined space allowance, dirt money, two days public holiday in lieu, bank charges, service pay and 17.5% leave loading.

18. HOURS OF WORK

18.1. The ordinary hours of work for full-time Employees shall be 76 hours per fortnight spread over nine days. Ordinary hours of work for day shift shall be worked between 6am and 6pm Monday to Friday. Ordinary hours of work for afternoon shift shall be worked between 12noon and 10pm.

18.2. The temporary starting and finishing times of Employees working ordinary hours are to be arranged by mutual agreement between the affected Employee/s and their Leader, taking into account the hours that the unit needs to be operational.

18.3. Where an Employee works on their Rostered Day Off, the Employee may elect to have the hours worked:

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

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

18.4. 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 Employer.

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

18.6. When overtime is worked it should be arranged that an Employee will have at least 10 hours off duty between the work of successive days.

18.6.1. Employees who work so much overtime between the end of work one day and the start of work the next day that they have not had at least 10 hours off should be released from duty without loss of pay until the Employee has had 10 consecutive hours off.

18.6.2. If an Employee is directed to work without having had at least 10 consecutive hours off duty, the Employees shall be paid at double time rates until released from duty and shall then be entitled to be absent for such period of 10 consecutive hours without loss of pay.

18.7. Where an Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with Shift Work, Overtime, Public Holidays, On-Call or Call-Out provisions of this Agreement, only the highest of such penalty shall be payable on the base rate.

19. OVERTIME

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

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

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

19.3.1. Overtime worked on a Saturday prior to 12noon shall be paid at the rate of time and one half for the first two hours and double time thereafter.

19.3.2. Overtime worked on a Saturday after 12noon or on a Sunday shall be paid for at the rate of double time.

19.4. All work performed on a holiday as prescribed in clause 24, shall be paid at the rate of double time and one half.

19.5. In computing overtime, each day shall stand-alone but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-clause.

19.6. The City may require any Employee to work reasonable overtime at overtime rates and the Employee shall work overtime in accordance with such requirement.

19.7. 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 their intention to refuse it; and
- (e) any other relevant matter.

19.8. No union or association party to this Agreement, or Employee or Employees covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

20. SHIFT-WORK

20.1. The ordinary hours for both day and afternoon shift shall be arranged on the days Monday to Friday inclusive.

- 20.2. An Employee when on an afternoon shift shall be paid, for such shift, a loading of 15% more than their ordinary rate prescribed by this Agreement. All hours worked on weekends shall be paid at penalty rates.
- 20.3. Shift rosters can only be changed by the mutual consent of the City and a majority of the affected Employees.
- 20.4. For the purpose of this Agreement the following shift definitions shall apply:
 - (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 10pm.

21. TRAINING, DEVELOPMENT AND MULTISKILLING

- 21.1. The City is committed to partnering with Employees in developing a more highly skilled and flexible workforce.
- 21.2. 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.
- 21.3. The City is committed to training and development which:
 - 21.3.1. Encourages and assists all Employees to develop their skills and knowledge to improve individual and organisational performance and job satisfaction relevant to the Employee's role and responsibilities.
 - 21.3.2. Assists the City to achieve its strategic objectives.
 - 21.3.3. Ensures equitable access for all Employees to development opportunities appropriate to the individual's needs.
 - 21.3.4. Promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons.
 - 21.3.5. Recognises the development of Employees as a joint responsibility shared by individuals, Employees, Leaders, Next up Leaders and the City.
 - 21.3.6. Provides Educational Study Assistance in accordance with the City's *Study Assistance Management Procedure*.
- 21.4. Employees have a clear responsibility to maintain an adequate skill level to maintain adequate performance in their current position and to be ready to assume further responsibilities. In recognition of the benefits of Employee development to the individual as well as the City, Employees are encouraged to:
 - 21.4.1. Seek opportunities to upgrade their skills and knowledge required in their current position; and
 - 21.4.2. Constructively use the Performance Development process to identify Employee development needs and opportunities to their Leader.
- 21.5. Subject to there being mutual agreement, Employees may be rotated or transferred to alternative duties, either permanently, or temporarily, with consultation and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City's workforce, support the Service Unit needs and to support multi-skilling.

- 21.5.1. 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 training.
- 21.5.2. 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.
- 21.5.3. 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 rotations, 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.
- 21.5.4. 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.
- 21.5.5. 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.
- 21.6. Multi-skilling is an opportunity for Employees to become more marketable both within the City and in the Industry in general by learning skills of another position enhancing those that have already been acquired. Some positions may also require an Employee to acquire appropriate qualifications, which is outside the scope of this clause.**
 - 21.6.1. The aim of multi-skilling is to create flexibility among Employees so the operation of the City will not be affected when Employees are away from the workplace either for training and development courses, absence or any other leave purpose.
 - 21.6.2. Employees, who seek to work in an alternative area or develop new skills through multi-skilling, should discuss opportunities with their Leader or raise their interest at the time of the performance review.
 - 21.6.3. The movement of Employees will depend upon the time of the year and the work and resources being available. An induction will be conducted for the Employee prior to joining the new team and will concentrate on the use of equipment and all safety awareness procedures.
 - 21.6.4. Benefits of multiskilling include variety of work, increased motivation, improved skills, job advancement opportunities and being more marketable, increased productivity / improved quality of the product, respect for our own and other skills.

22. ANNUAL LEAVE

22.1. Entitlement

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

22.1.2. Employees considered Shift-Workers (defined in sub-clause 7.12) with more than 12 months continuous services, engaged for part of the 12 monthly period as a Shift-Worker, will 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.

22.1.3. Annual Leave will accrue on a daily basis and Employees are entitled to take annual leave during a pro-rata period. However, the Employee is not entitled to take annual leave that has not been credited. An Employee is not permitted to have a negative annual leave balance.

22.2. Payment of Salaries

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

22.3. Leave and Public Holidays

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

22.4. Leave on Termination

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

22.5. Absence from Work

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

22.6. Taking of Leave

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

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

22.6.3. In special circumstances and with the consent of the 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.

22.7. Direction to Take Leave

Where an Employee has an excessive leave balance, the City may liaise with the Employee to reach agreement on how to reduce the excessive accrual. Where such an agreement is not reached, the City may direct the Employee to take annual leave to the extent that the excessive component is eliminated.

An Employee has an excessive leave accrual if the Employee has accrued more than eight weeks paid annual leave.

22.8. Christmas Closedown

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

22.9. Leave in Advance and Leave Without Pay

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

An Employee, who has been employed by the City for the twelve months preceding the date of their annual leave, shall be allowed a further one week's leave without pay if requested, subject to all other applicable leave entitlements (excluding personal leave) being exhausted.

22.10. Casual Employees

Casual employees are not entitled to annual leave.

22.11. Cashing out of Annual Leave

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

22.11.2. An employee may apply to receive payment in lieu of annual leave (not including pro-rata balances) accrued up until the expiry of this Agreement, provided the application is in writing and:

- (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;
- (c) once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements; and
- (d) cashing out of annual leave can only be requested because of a special situation or unusual circumstances.

22.11.3. 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.

23. LONG SERVICE LEAVE

23.1. An Employee is entitled to 13 weeks paid Long Service Leave after the completion of 10 years continuous service, which shall be available pro-rata after seven years. Part-time Employees are entitled to Long Service Leave on a pro rata basis.

23.2. An Employee can elect to either take their Long Service Leave as paid time off or can elect to receive the cash payment – the monetary value equivalent had they taken the time off.

- 23.3.** 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:

23.3.1. Taking Leave

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

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

23.3.2. Payment of Leave

Prior to commencing leave an Employee may elect to have their salary for the period of Long Service Leave paid on a fortnightly basis or paid in a lump sum.

23.3.3. Leave on Double Pay

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

23.3.4. Leave on Half Pay

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

23.3.5. Public Holidays

If a public holiday falls within a period of Long Service Leave, then the day the public holiday falls is considered Long Service Leave and the public holiday will be lost.

The period of Long Service Leave will not be extended to include the public holiday, in effect the public holiday is lost.

23.3.6. Termination of Employment

Where the service of an Employee, who has previously become entitled to Long Service Leave, is terminated in any circumstances by the City 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 employer the Employee shall be entitled to payment of the accrued leave and the Employee will no longer be entitled to take the subject leave.

23.3.7. Portability of Long Service Leave

23.3.7.1. The City will recognise service with other Local Government for the purpose of Long Service Leave entitlements. Entitlement to Long Service Leave will be carried over from Local Government to Local Government.

23.3.7.2. For the purposes of determining the entitlement of an Employee to long service benefits under the 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 the Regulations;
- (c) there being a period of time between the Employee leaving the service of one employer and entering the service of another employer if the period is used for recreation leave or as travelling time and does not exceed the period in respect of which payment has been made by the first-mentioned employer in lieu of the Employees' accrued and pro-rata leave entitlements; or two weeks whichever is the longer.

23.3.7.3. Each Local Government will be responsible for the payment of Long Service Leave accrued whilst the Employee was employed with them and will, upon receipt of the invoice from the current Local Government employer pay the proportion of Long Service Leave accrued whilst in their employ.

23.3.7.4. Portability of Long Service Leave entitlements does not occur when the Employee leaves and commences with another employer other than Local Government.

23.4. Taking of Leave

Employees may with the agreement of the City take their accrued Long Service Leave in periods of one week or greater.

23.5. Absence from Work

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

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

- 24.1.1. New Year's Day, Good Friday, Easter Monday, Easter Sunday, Christmas Day, and Boxing Day;
- 24.1.2. the following days, as prescribed in Western Australia, Australia Day, Anzac Day, Kings Birthday, Labour Day and Western Australia Day or their substituted days; and
- 24.1.3. any other day gazetted as a public holiday by the relevant Government Authority.

24.2. Holidays in Lieu

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

24.3. Working on Public Holidays

- 24.3.1. Where an Employee is requested to work on a public holiday they will be paid for all time worked at the rate of double time and one half.
- 24.3.2. By agreement between the City and the Employee concerned, the Employee may be granted time off in ordinary hours equivalent to the penalty rate, without loss of pay at a mutually agreed time.
- 24.3.3. 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 at the appropriate rate. Time reasonably spent travelling to and from work shall be counted as work time.
- 24.3.4. If on any public holiday not prescribed as a holiday under this Agreement, the City's establishment or place of business is closed, in which case an Employee need not present themselves for duty, payment may be deducted. However, if work is done, ordinary rates shall apply.

24.4. Substitute Days

- 24.4.1. The City, with the agreement of the affected Employee which is a party to this Agreement, may substitute another day for any prescribed in this clause.
- 24.4.2. The City and Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement.
- 24.4.3. An agreement pursuant to sub-clause 24.3.2 shall be recorded in writing and be available to every affected Employee.

25. PERSONAL LEAVE

25.1. Paid personal leave is available to an Employee when they are absent:

- (a) due to a personal illness, or injury, of the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or household member who requires care or support because of a personal illness, or injury of the member; or an unexpected emergency affecting the member.

25.2. Entitlement

- 25.2.1. A full-time Employee is entitled to receive up to 76 hours personal leave per annum credited to them on a daily basis. A part-time Employee is entitled personal leave proportional to the hours they are contracted to work to a full-time Employee.
- 25.2.2. An Employee is entitled to take any accrued personal leave, for either sick leave or carer's leave purposes. However, an Employee is not entitled to go into negative sick leave nor can they apply for sick leave in advance.
- 25.2.3. If an Employee does not exhaust all their personal leave entitlements in the accrual year, then the balance will be carried forward to the following year.
- 25.2.4. A casual Employee is not entitled to Personal Leave except as defined at sub-clause 25.3.

25.3. Casual Employees

- 25.3.1. Subject to evidentiary and notice requirements contained within this clause, casual Employees shall be entitled to unpaid personal leave.
- 25.3.2. The period of absence shall be agreed between the City and Employee or, failing agreement, shall be up to two days unpaid per occasion.
- 25.3.3. 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.

25.4. Immediate Family or Household

- 25.4.1. The entitlement to personal leave for caring or support purposes in accordance with sub-clause 25.1(b) is subject to the person in respect to who the leave is being taken for being either:
 - (a) a member of the Employee's immediate family;
 - (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).
- 25.4.2. The term immediate family includes:
 - (a) spouse or former spouse;
 - (b) de-facto spouse 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.

25.5. Evidence

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

25.6. Notice of Intent to Take Personal Leave

- 25.6.1. An Employee must advise their immediate Leader of their intent to take personal leave. Contact must be made with the Leader, or in the absence of the Leader, the NUL to advise of their absence.
- 25.6.2. 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.
- 25.6.3. If contact is not made within this time, the Leader or NUL 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.
- 25.6.4. 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.

25.7. Workers Compensation

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

25.8. Personal Leave during Annual Leave

- 25.8.1. This entitlement is in accordance with the NES.
- 25.8.2. If an Employee is sick during a period of annual leave, then the annual leave will be re-credited to the Employee. This must be supported by a medical certificate (a statutory declaration will not be accepted in this matter).
- 25.8.3. Annual leave will only be re-credited if the Employee has an entitlement to personal leave. An Employee will not be able to use personal leave in advance. If the Employee does not have an entitlement to personal leave, then they can use some other form of paid leave, or unpaid personal leave.

25.9. Unpaid Carer's Leave

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

25.10. Leave for Special Circumstances

- 25.10.1. An Employee who will be a primary care giver to an immediate family member or household member who is terminally ill, may use their entitled personal leave for carers leave purposes. This will allow an Employee to care for the person, whilst being able to access their entitled personal leave.
- 25.10.2. This entitlement will only apply to Employees who need to provide care for a terminally ill family member. To access this entitlement a letter from a medical practitioner needs to be submitted to the 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.

25.10.3. Each matter will be dealt with on a case-by-case basis, and the City will consider allowing the Employee access to their accrued annual leave and Long Service Leave in the first instance.

25.11. Portability of Personal Leave

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

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

25.12. Absence from Work

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

26. FAMILY AND DOMESTIC VIOLENCE LEAVE

26.1. The City recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. An Employee experiencing family or domestic violence will have access to the following leave for attending medical appointments, legal proceedings and other activities related to family and domestic violence.

- (a) two days of paid family and domestic violence leave per calendar year (non-cumulative);
- (b) their accrued leave entitlements; and
- (c) five days of unpaid family and domestic violence leave per calendar year (non-cumulative).

26.2. Employees may be required to provide evidence to substantiate the request to take family and domestic violence leave. Evidence may include documentation issued by a:

- (a) Police Officer;
- (b) Court;
- (c) registered family and domestic violence support service;
- (d) medical provider, hospital, counsellor or psychologist; or
- (e) a statutory declaration from the Employee.

27. COMPASSIONATE LEAVE

27.1. An Employee is able to access two days compassionate leave for the purpose of:

- (a) spending time with a person who is a member of their immediate family or household who has a personal illness or injury that poses a serious threat to their life; or
- (b) after the death of a member of the Employee's immediate family or household.

- 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 defined in sub-clause 25.4 dies outside of Australia, the Employee shall be entitled to three paid days' absence per occasion.

28. PARENTAL LEAVE

- 28.1. The provisions of this clause only apply to full-time Employees, part-time Employees and eligible casual Employees (as defined by the Act).
- 28.2. 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.

28.3. Definitions

- 28.3.1. For the purpose of this clause "**child**" means a child of the Employee under school age except for adoption of a child where 'child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 28.3.2. "**Employee Couple**" are two national system Employees (as defined in the Act) that are spouse or de-facto partner of the other.
- 28.3.3. Subject to sub-clause 28.3.4, in this clause, "**spouse**" includes a de-facto or former spouse.
- 28.3.4. In relation to sub-clause 28.6 – Application for Parental Leave, "**spouse**" includes a de-facto spouse but does not include a former spouse.
- 28.3.5. "**Primary Care Giver**" is the Employee who has, or will have, the primary responsibility to care for a child.

28.4. Basic Entitlement

- 28.4.1. After 12 months continuous service, Employees are entitled to a total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child if the Employee has or will have the responsibility 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.

28.5. Paid Parental Leave

- 28.5.1. 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 28.5.2, are entitled to have up to 12 weeks of parental leave, as set out in sub-clause 28.4.1, paid on the basis of the Employee's length of continuous service as follows:

Period of continuous service	Entitlement
Completion of 12 months' and less than two years' continuous service	Eight weeks
Completion of two and less than three years' continuous service	10 weeks
Completion of three or more years' continuous service	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.

28.5.2. An Employee:

- (a) who has been employed by the City with at least 12 months' continuous service at the time of the birth or adoption; and
- (b) whose partner will be the Primary Care Giver of the newborn or newly adopted child; and
- (c) who has not received payment under sub-clause 28.5.1

is entitled to two weeks paid partner leave, to be taken within 12 months of the birth or adoption of the child.

28.5.3. Paid parental leave is calculated on the base rate of pay based on contractual hours.

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

28.5.5. Paid parental leave can be taken at half pay (i.e. up to 24 weeks leave).

28.5.6. Subject to sub-clause 28.5, while parental leave is to be available to only one parent at a time, both members of an Employee Couple may simultaneously take:

- (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 the 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, an Employee may request up to eight weeks unpaid leave for an Employee who has, or will have a responsibility to care for a child.

28.6. Application for Parental Leave

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

Event	Notice Period
The expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy).	At least 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.
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- 28.6.2. When the Employee gives notice of the expected date of confinement under sub-clause 28.6.1 the Employee must also provide a written notice stating particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.
- 28.6.3. An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 28.6.4. Subject to sub-clause 28.5 and 28.6 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.
- 28.6.5. Where an Employee is pregnant or has been and continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, the City may require the Employee to provide a medical certificate stating that they are fit to work on their normal duties.

28.7. Special Parental Leave

- 28.7.1. Where the pregnancy of an Employee who is not on maternity leave at the time, terminates within 28 weeks of the expected date of birth of a living child, then the Employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- 28.7.2. Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.
- 28.7.3. Where an Employee not then on parental leave suffers illness related to their pregnancy, they may take any paid sick leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before their return to work.
- 28.7.4. Where leave is granted under sub-clause 28.5, during the period of leave an Employee may return to work at any time, as agreed between the City and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

28.8. Parental Leave – (Adoption leave)

- 28.8.1. The Employee will notify the City at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.
- 28.8.2. An Employee may commence adoption leave prior to providing such notice; where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 28.8.3. Before commencing adoption leave, an Employee will provide the City with a statutory declaration stating:

- (a) the Employee is seeking adoption leave to become the Primary Care Giver 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.
- 28.8.4. The City may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 28.8.5. Where the placement of a 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.
- 28.8.6. An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 28.8.7. An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the 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.

28.9. Variation of Period of Parental Leave

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

28.10. Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or Long Service Leave entitlements, which they have accrued subject to the total amount of leave not exceeding 52 weeks.

28.11. Transfer to a Safe Job

- 28.11.1. Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the City deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to their substantive position until the cessation of the illness or risk, or the commencement of parental leave.
- 28.11.2. If the transfer to a safe job is not practicable, the Employee may elect to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- 28.11.3. 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 on Employees working with the City for more than 12 months).

28.12. Returning to Work After a Period of Parental Leave

- 28.12.1. An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 28.12.2. An Employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to sub-clause 28.11, the Employee will be entitled to return to the position they held immediately before such transfer.
- 28.12.3. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 28.12.4. An Employee may request up to 12 months additional unpaid parental leave. The request must be received, in writing, by the City at least four weeks prior to the conclusion of the initial period of parental leave.

28.13. Replacement Employees

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

28.14. Communication during Parental Leave

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 held before commencing 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 held before commencing parental leave.

- 28.14.1. 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.
- 28.14.2. The Employee shall also notify the City of changes if address or other contact details which might affect the City's capacity to comply with sub-clause 28.11.

28.15. Casual Employees

The City must not fail to re-engage a casual Employee because the Employee or Employee's spouse is pregnant; or the Employee is or has been immediately absent on parental leave.

28.16. Request for Flexible Working Arrangements

After 12 months of continuous service, an Employee, who is a parent of or who has responsibility for the care of, a child under school age, may request flexible working arrangements. The request must be made in writing and must detail the changes requested and the reasons for the request.

29. WELLNESS LEAVE

Employees (other than casual Employees) are entitled to one day of paid wellness leave per calendar year.

This is intended as a day for Employees to focus on activities that support their personal health and wellbeing, however Employees are not required to disclose their reasons for accessing this leave. Employee requests for wellness leave will not be unreasonably refused, but the taking of this leave remains subject to operational requirements.

Wellness leave does not accrue from year to year and is to be taken during the calendar year in which it arises.

30. EMPLOYMENT QUALIFICATIONS

30.1. Renewal of Qualification

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

30.2. Driver's License

30.2.1. An Employee who is responsible for driving a City vehicle must immediately, formally advise their Leader in the event of any loss or suspension of their Driver's 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.

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

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

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

- 31.1.** The Purchase of Additional Leave Scheme is a benefit, which recognises the value of Employees to the City. It is designed to provide permanent Employees with an opportunity to obtain additional leave from their normal duties (e.g. for the purpose of study, or travel, accompanying a partner to another location, care of a family member) while retaining their link with the City with a view to their return to work after the additional leave.
- 31.2.** An Employee may seek and agree to be paid 48/52 of their salary, and after working for 48 weeks take an additional four weeks paid leave for that year. Such additional leave arrangements require the recommendation of their Leader and approval of their NUL. In assessing applications, consideration will be given to:
- (a) Employees' current leave balances;
 - (b) impact on service delivery; and
 - (c) capacity to fund replacement.
- Such additional leave arrangements are subject to the same approval processes that apply to annual leave.
- 31.3.** The additional four weeks leave will normally be taken at the conclusion of 48 weeks of employment, except where otherwise agreed between the Employee and their Leader.
- 31.4.** Where an Employee takes leave in accordance with this clause, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes of this Agreement.
- 31.5.** An Employee may withdraw in writing from this scheme before completing the required 48 weeks, in which case a lump sum payment of the salary package (including superannuation) forgone to that time will be made.
- 31.6.** Before electing for this arrangement, the Employee must clear any annual leave backlog, which is greater than a two-year accrual.
- 31.7.** The basis of this work arrangement is on ordinary hours, as per sub-clause 18.1.
- 31.8.** Part-time Employees shall be eligible to apply for additional leave under this clause on a pro-rata basis.

32. WORKPLACE HEALTH AND SAFETY

- 32.1.** The City is committed to implementing an effective and comprehensive workplace health and safety program, in compliance with the Work Health and Safety Act 2020.
- 32.2.** The City recognises that the safety and health of its Workers is 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 Worker 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 overall Safety Management System.
- 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 processes; and
- (f) cooperate and comply with the City's Fitness for Work Policy.

32.5. Each Worker acknowledges their personal responsibility to be fit for work and to work in a safe manner, and also to have an active interest in their own personal safety, and that of their fellow Workers and other people on the worksite.

32.6. Where a Worker is injured at work the City will work with the Worker 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.

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 / skill requirements that the City has identified as being suitable alternative employment. Where a redundancy has occurred, the Employee will be unable to be rehired by the City in any capacity for a period of at least 12 months, calculated from the effective date of the redundancy.

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/s and where requested by the Employee, notify the Employee's representative as soon as

practicable. The discussions will consider alternatives to redundancy and ways to minimise the impact of the redundancy on the affected Employee/s.

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 four-month redeployment period.
- (b) Financial advisory sessions – total maximum of three hours.
- (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 within the City.

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

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

Employee Leaving During Notice Period

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

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 Employees 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/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. Temporary Employees

35.3.1. 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 may be employed on a full time or part time basis receiving all those entitlements consistent with their terms of engagement under this Agreement, unless specified otherwise in the employment contract.

35.3.2. Where an Employee has been appointed on a maximum term contract to exactly the same position, the period of such appointment has exceeded 12 months, the Employee has been assessed as 'meets expectations' (as a minimum) for each of their annual performance appraisals for the duration of their temporary employment in the position, and the City's *Recruitment and Staff Movements Procedure* is not breached, the Employee may be permanently appointed to the position, subject to operational requirements, unless the position is:

- (a) held by another Employee;
- (b) for specific purposes (i.e. project work); or
- (c) funded by an external body and further funding is confirmed as unlikely to continue in the foreseeable future, and the City has determined the service is unlikely to continue.

36. EMPLOYEE INITIATED PHASED IN RETIREMENT

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

- 36.1. A full-time permanent Employee may voluntarily apply to convert to a temporary part-time appointment of at least 50% for a period of between one to two years, as a transitional arrangement prior to retiring from the City, provided the Employee has been employed with the City for at least 10 years.
- 36.2. The part-time appointment need not be limited to a full year appointment.
- 36.3. The City will continue to pay the employer contribution (only the compulsory superannuation) at the full time rate over the period of the temporary contract to maintain the Employees superannuation benefit.
- 36.4. The Employee may elect to continue paying pre-tax Employee superannuation contributions over the temporary period.
- 36.5. Long service leave and annual leave entitlements will accrue on a part-time basis as at the commencement date of the temporary appointment. At the end of the temporary appointment, all entitlements will be paid pro-rata to reflect total equivalent full time years of service.
- 36.6. An Employee may defer the taking of all or part of their long service leave entitlement on entering into an arrangement under this clause.
- 36.7. Employees are expected to work over the normal range of duties of their classification during the period of part-time work. Duties should be agreed as part of the temporary contract prior to the commencement of the part-time appointment.
- 36.8. Subject to performance reviews and operational requirements, the City has the ability to negotiate a phased in retirement plan with its Employees. Such a decision will require the mutual agreement of the City and the Employee and will be subject to:
 - (a) options being explored for a reduction in hours;
 - (b) health and safety implications; and
 - (c) availability of alternative positions.

- 36.9.** Prior to approving any application, the City shall inform the Employees of the consequences of accepting an end of career contractual arrangement. The Employee is responsible for seeking suitable independent advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangements.
- 36.10.** The City is under no obligation to reinstate an Employee's employment if the Employee changes their mind.
- 36.11.** The Employee's request to work part-time must be made in writing and must stipulate the Employees nominated date of retirement. The Employee's Leader will provide a written response to the Employee within four weeks of receiving the request. Where such a request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

37. CLASSIFICATION DEFINITIONS

Classification Definitions are attached as Appendix Three.

38. ALLOWANCES

38.1. Fares and Travelling Time

- 38.1.1.** 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.
- 38.1.2.** An Employee to whom sub-clause 38.1.1 applies shall be paid at ordinary rates 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 accustomed workshop or depot.
- 38.1.3.** 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 they would have incurred in using public transport unless they have an arrangement with the City for a regular allowance.
- 38.1.4.** 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. The City shall reimburse all fares and reasonable expenses in connection with such travelling.

38.2. Higher Duties

Where an Employee is authorised to perform any duty for which a wage higher than that of their own grade is fixed by this Agreement, for more than one day or shift, the Employee shall receive for the time worked the wages specified for each higher grade duty.

38.3. Team Leader Allowance

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

38.4. Meal Allowance

- 38.4.1. Subject to the provisions of sub-clause 38.4.3(a), an Employee required to work overtime for more than two hours shall be paid \$16.91 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required the employee shall be paid \$16.91 for each meal so required. This shall not apply where meals are provided by the City at the City's cost.
- 38.4.2. This rate will be adjusted in accordance with any adjustment made to the meal allowance in the Award.
- 38.4.3. The provisions of sub-clause 38.4.1 do not apply:
 - (a) in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that 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 the Employee can reasonably go home.
- 38.4.4. If an Employee to whom sub-clause 38.4.3(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, the Employee shall be paid, for each meal provided and not required, the appropriate amount prescribed in sub-clause 38.4.1.

38.5. Special Rates

- 38.5.1. 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 1.829 metres and 6.096 metres below the surface, the amount of \$2.89 per day; or
 - (b) when working more than 6.096 metres below the surface, the amount of \$4.08 per day.

38.6. 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.

38.7. Adjustment of Rates

- 38.7.1. The rates prescribed in sub-clause 38.5 will be further adjusted in line with movements of the Annual Consumer Price Index figure for the September quarter.
- 38.7.2. For the purposes of sub-clause 38.7.1 the Consumer Price Index shall be determined by taking the Annual National Weighted Average for all eight Capital Cities for the September quarter. This figure will be printed by the Australian Bureau of Statistics in catalogue 6401.

38.8. Tool Allowance

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

The City will pay Employees who are required to provide their own tools, a Tool Allowance of \$20.83 per week over the life of the Agreement, or the rate prescribed under the Award, whichever is greater.

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

39. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 39.1.** The City shall where necessary and relevant provide Employees with all protective clothing, boots and equipment required, including safety glasses, which shall be replaced on a fair, wear and tear basis.
- 39.2.** Employees must at all times wear or use the appropriate safety clothing or equipment as required to carry out the specific task.
- 39.3.** Where any clothing is provided by the City it shall remain the property of the City, and the Employee shall take responsible care of such clothing.
- 39.4.** The Employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the City, during rostered ordinary hours of work.
- 39.5.** 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.
- 39.6.** 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.

40. WITNESS/JURY DUTY

- 40.1.** 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.
- 40.2.** 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.
- 40.3.** An Employee granted leave of absence on full pay as prescribed in sub-clause 40.2 is not entitled to claim or retain any juror's fees.

41. DEFENCE FORCE RESERVES LEAVE

- 41.1.** 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.

- 41.2.** Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 41.3.** 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.

41.4. Paid Leave

- 41.4.1. 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.
- 41.4.2. 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.
- 41.4.3. On written application, an Employee shall be paid salary in advance when proceeding on such leave.
- 41.4.4. Casual Employees are not entitled to paid leave for the purpose of Defence Service.
- 41.4.5. An Employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing 1 July in each year.
- 41.4.6. An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of twelve months commencing on July 1 in each year. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled, if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

41.5. Unpaid Leave

- 41.5.1. Any leave for the purpose of Defence Service that exceeds the paid entitlement prescribed in sub-clause 41.4 of this clause shall be unpaid.
- 41.5.2. Casual Employees are entitled to unpaid leave for the purpose of Defence Service.

41.6. Use of Other Leave

- 41.6.1. 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.
- 41.6.2. The City cannot compel an Employee to use long service leave for the purpose of Defence Service.

42. EMERGENCY SERVICE LEAVE

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

43. USE OF GPS TECHNOLOGY

- 43.1.** Employees covered by this Agreement acknowledge and consent to the possibility of the presence of a GPS unit in any vehicle supplied by the City for the purposes of performing their daily duties.
- 43.2.** It is understood the GPS installed by the City 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.
- 43.3.** The City will advise any Employees of the use of any information obtained from the GPS technology which is considered above and beyond that which is detailed in clause 42. That information will be provided prior to the undertaking of any action relating to the information gathered.

44. ON-CALL

- 44.1.** An Employee will be paid \$6.24 per hour for each hour they are authorised and agreed to be on-call. This payment will not be made during the time an Employee is on call-out.
- 44.2.** Where possible the Employee should not be rostered on-call while on a Rostered Day Off (RDO).
- 44.3.** All Employees while on-call shall maintain themselves in accordance with the City's *Fitness for Work Procedure*.
- 44.4.** All Employees shall be responsible for notifying their Leader, where practicable, when their on-call duty will be affected by illness or injury.
- 44.5.** An Employee who is authorised to be on-call will be provided with a mobile telephone for work purposes, to facilitate operational communications, and any other reasonable resources to carry out the task.
- 44.6.** While rostered, on-call Employees will ensure they are available to respond immediately on receiving a call.

45. CALL-OUTS

- 45.1.** All after hours call-out work will be paid a minimum of three hours call-out payment, unless the Employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.
- 45.2.** Multiple call-outs during that three hour minimum period will not result in additional payments for each call-out. Multiple telephone calls made during that three hour period will not result in additional payments.
- 45.3.** 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.
- 45.4.** 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.

- 45.5.** 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.
- 45.6.** 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.

46. PERFORMANCE REVIEWS

- 46.1.** An annual performance review will be undertaken with all Employees on an annual basis. The performance reviews will be conducted with the Employee and their Leader.
- 46.2.** 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; and
 - (g) an Employee can request at this time a salary review.
- 46.3.** An Employee who has been absent in excess of three months in aggregate shall have the review delayed by the same period of the absence. This does not limit a Leader negotiating a new review date.

47. ANTI-DISCRIMINATION

- 47.1.** It is the intention of the parties to this Agreement to prevent and eliminate discrimination 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, 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:
- (a) 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.
 - (b) 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. UNIFORMS

Appendix Two is a list of the uniforms that the City will issue at commencement.

49. NO EXTRA CLAIMS

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

50. VARIATION TO AGREEMENT

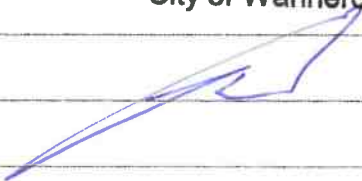

The parties agree that nothing in this Agreement will prevent them from entering into negotiations to vary this Agreement where a variation is considered to be necessary and beneficial to the operation of this Agreement.

51. AGREEMENT OF THE PARTIES

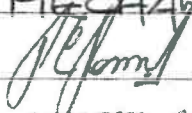

Signatories

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:	
Date:	22.11.22
Witness Name:	A. BOSTOCK
Witness Position:	EXECUTIVE OFFICER
Witness Signature:	
Date:	22.11.22

On behalf of Employee Bargaining Representatives elected by Employees

Authorised Officer Full Name:	PETER EDWARD KENNEDY
Authorised Officer Position:	TEAM LEADER MECHANIC
Authorised Officer Signature:	
Address:	1204 WANNEROO ROAD, ASHLEY
Date:	21/11/2022
Witness Name:	IAN MAULSTON
Witness Position:	MECHANIC
Witness Signature:	
Date:	21/11/22

52. APPENDIX ONE - Salary Schedule

Level	3.5% (ffpp following 1 July 2022)	3% (ffpp following 1 July 2023)	2% (ffpp following 1 July 2024)
C10	\$70,837	\$72,962	\$74,421
C9	\$74,378	\$76,610	\$78,142
C8	\$77,922	\$80,259	\$81,865
C7	\$81,464	\$83,907	\$85,586
C6	\$88,546	\$91,203	\$93,027
C5	\$93,979	\$96,799	\$98,735

The \$1,500 Team Leader Allowance is included in the base salary of C5, and no extra claim can be made.

53. APPENDIX TWO – Initial Clothing and PPE

INITIAL CLOTHING AND PPE ISSUE		
QTY	ITEM	COMMENT
Up to 2	Overalls	
Up to 6	Shirts	
Up to 6	Trousers	
1	Bomber Jacket	
1	Pullover	
1	Miner's Lamp with head strap	
1	Safety Glasses	
1	Ear Protection	
1	Safety Boots	
1	Gloves	

54. APPENDIX THREE – Classification Structure

DEFINITIONS AND CLASSIFICATION STRUCTURE

General:

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

Wage Group C10

(1) Engineering Tradesperson - Level I

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

Engineering Tradesperson (Automotive) Level I; or
Engineering Tradesperson (Electrical/Electronic) - Level I; or
Engineering Tradesperson (Mechanical) - Level I; or
Engineering Tradesperson (Fabrication) - Level I, and
is able to exercise the skills and knowledge of that trade.

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

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

Production Systems Employee

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

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

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

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

- (a) Approves and passes first off samples and maintains quality of product.
- (b) Works from production drawings, prints or plans.
- (c) Operates, sets up and adjusts all production machinery in a plant, including production process welding to the extent of training.
- (d) Can perform a range of engineering maintenance function including:
 - (i) removal of equipment fastenings, including use of destructive cutting equipment;
 - (ii) lubrication of production equipment;
 - (iii) running adjustments to production equipment.
- (e) Operates all lifting equipment.
- (f) Basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians.

- (g) Understands and applies computer techniques relating to production process operations.
- (h) First class engine driver's certificate.
- (i) Has high level stores and inventory responsibilities beyond the requirements of an employee at C11.
- (j) Assists in the provision of on-the-job training in conjunction with tradespersons and trainers.
- (k) Has a sound knowledge of the employer's operations as it relates to the production process.

Wage Group C9

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

An Engineering Tradesperson - Level II is an:

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

who has completed the following training requirement, including appropriate on-the-job training: three appropriate modules in addition to the training requirements of C10 Level;

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

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

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

(b) Exercises discretion within the scope of this grade.

(c) Works under general supervision, either individually or in a team environment.

(d) Understands and implements quality control techniques.

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

(f) Exercises trade skills relevant to specific requirements of the enterprise at a level higher than Engineering Tradesperson - Level I.

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

Wage Group C8

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

An Engineering Tradesperson Special Class - Level I means an:

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

who has completed the following training requirements including appropriate on-the-job training: six appropriate modules in addition to the training requirements of C10 Level;

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

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

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

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

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

(d) Understands and implements quality control techniques.

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

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

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

- (b) Performs operations on a CAD/CAM (Computer Aided Drafting/Computing Aided Manufacturing) terminal in the performance of routine modifications to NC/CNC (Numerical Control/Computer Numeric Control) programmes.
- (c) Installs, repairs, maintains, tests, modifies, commissions and/or fault-finds complex machinery and equipment which utilises hydraulic and/or pneumatic principles and, in the course of such work, reads and understands hydraulic and pneumatic circuitry which controls fluid power systems.
- (d) Works on complex or intricate circuitry which involves examining, diagnosing and modifying systems comprising inter-connected circuits.

Wage Group C7

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

An Engineering Tradesperson Special Class - Level II means an:

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

who has completed the following training requirement, including appropriate on-the-job training: three appropriate modules which are qualitatively higher than, and in addition to, the training requirements of C 8 Level;

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

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

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

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

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

- (d) Understands and implements quality control techniques.

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

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

- (a) Works on machines or equipment which utilise complex mechanical, hydraulic and/or pneumatic circuitry and controls, or a combination thereof.

- (b) Works on machinery or equipment which utilises complex electrical/electronic circuitry and controls.

- (c) Works on instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical or fluid power principles.

- (d) Applies advanced computer numerical control techniques in machining or cutting or welding or fabrication.

- (e) Exercises intermediate CAD/CAM skills in the performance of routine modifications to programmes.

- (f) Works on complex or intricate interconnected electrical circuits at a Level above C8.

- (g) Works on complex radio/communication equipment.

Wage Group C6

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

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

An Advanced Engineering Tradesperson Level I means an:

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

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

12 modules of an Advanced Certificate; or

12 modules of an Associate Diploma; or

equivalent accredited training,

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

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

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

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

- (a) Work on combinations of machines or equipment which utilises complex electronic, mechanical and fluid power principles.
- (b) Work on instruments which make up a complex control system that utilise some combination of electrical, electronic, mechanical, fluid power principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.
- (c) Application of computer integrated manufacturing techniques involving a higher level of computer operating and programming skills than for Level C7.
- (d) Work on various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

Wage Group C5

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

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

An Advanced Engineering Tradesperson - Level II means an:

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

an Advanced Certificate; or

15 modules of an Associate Diploma; or

equivalent accredited training,

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

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

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

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

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

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

- (a) Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.
- (b) Sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than C6.
- (c) Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

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

Apprentices:

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

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

30 November 2022

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2022/4889

Applicant: City of Wanneroo

Dear Deputy President Colman,

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Harminder Singh, Director Assets, have the authority given to me by the City of Wanneroo to give the following undertakings with respect to the City of Wanneroo Fleet Services Enterprise Agreement 2022 ("the Agreement"):

1. The City undertakes a shift-worker, as defined in section 7.12 of the Agreement, shall be entitled to five weeks annual leave upon commencement of becoming a shift-worker.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature _____



Date _____

30.11.2022