



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Wanneroo
(AG2019/1032)

CITY OF WANNEROO WASTE SERVICES ENTERPRISE AGREEMENT 2019

Local government administration

COMMISSIONER GREGORY

MELBOURNE, 1 JULY 2019

Application for approval of the City of Wanneroo Waste Services Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *City of Wanneroo Waste Services Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by City of Wanneroo. The Agreement is a single enterprise agreement.

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

[3] The Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities, Water Boards Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

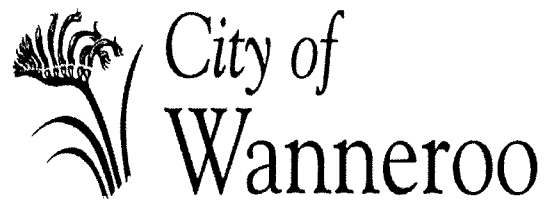
[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 July 2019. The nominal expiry date of the Agreement is 5 February 2022.



COMMISSIONER

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**CITY OF WANNEROO WASTE SERVICES
ENTERPRISE AGREEMENT 2019**

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2 TITLE OF AGREEMENT

This Agreement shall be known as the *City of Wanneroo Waste Services Enterprise Agreement 2019*.

This Agreement supersedes the *City of Wanneroo Waste Services Enterprise Agreement 2016*.

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

3 OBJECTIVES OF AGREEMENT

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

4 PARTIES TO THE AGREEMENT

This Agreement shall apply to and be binding upon:

- The City of Wanneroo;
- The Western Australian Shire Councils, Municipal Roads Board, Parks, Cemeteries and Racecourse, Public Authorities, Water Board Union WA Division (LGRCEU);
- All staff carrying out work in Waste Operations, who are eligible for membership of the LGRCEU.

5 DATE AND PERIOD OF OPERATION

- 5.1** This Agreement shall be effective seven days following approval by the Fair Work Commission.
- 5.2** This Agreement shall remain in force for a period of three years and will expire 5 February 2022.
- 5.3** The parties to the Agreement will meet no later than six months prior to the expiry of this Agreement to start negotiations for a replacement Agreement.
- 5.4** Should the parties not be able to negotiate a new Agreement and the Agreement has passed its nominal expiry date, a salary % increase

equivalent to CPI All Groups – Perth March Quarter shall apply from the first full pay period in April 2022 to enable the parties to continue negotiating a new Agreement. No further pay increases will then apply until a new Agreement is negotiated.

6 CORPORATE VALUES

The City 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'** shall mean the Fair Work Act 2009, as amended.
- 7.2 **'Agreement'** shall mean the *City of Wanneroo Waste Services Enterprise Agreement 2019*.
- 7.3 **'Award'** shall mean the Local Government Industry Award 2010.
- 7.4 **'CEO'** shall mean the Chief Executive Officer of the City of Wanneroo.
- 7.5 **'City, Employer and Council'** shall mean the City of Wanneroo.
- 7.6 **'Commission'** refers to the Fair Work Commission.
- 7.7 **'Employees, Officers, Workers and Workforce'** means those currently carrying out work, or engaged during the life of this agreement to carry out work, and who are eligible for membership of the Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union (LGRCEU); and who work in Waste Operations at the City of Wanneroo.
- 7.8 **'Leader'** means a person at the level of Coordinator, Business Manager, Manager, Operations Manager or Executive with one or more direct reports.
- 7.9 **'Local Authority, Authority, Local Government and Employer'** means the employer party to this Agreement.

- 7.10 'Next up Leader'** means a person at the level of Manager, Operations Manager or Executive with one or more direct reports with Leaders reporting to them.
- 7.11 'Operational Leader'** means a person that supervises one or more employees and typically holds a position at one level below Coordinator or Business Manager.
- 7.12 'Parties'** mean those parties' listed in Clause 4 to this Agreement.
- 7.13 'Service'**
- in relation to redundancy payments means all the previous names of the City of Wanneroo since inception.
 - wherever appearing in the agreement means, besides actual working services, includes time for which the employee is entitled to take approved leave as prescribed by this Agreement. Any other time in respect of which an employee is absent from work shall not be counted as service but this does not mean that such other absence will necessarily break continuity of service.
- 7.14 'Shift-worker'** is an employee:
- who works ordinary hours outside of the standard ordinary hours under Clause 19 – Hours of Work, on any seven days of the week; and
 - who is regularly rostered to work ordinary hours on Sundays and Public Holidays.
- 7.15 'Team'** means a group of individuals working towards a common goal or objective.
- 7.16 'Union'** means the Union listed as Parties to the Agreement under Clause 4.
- 7.17 'Week'** means the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an employee under his/her contract of employment in a seven-day period.

8 EXCLUSIONS

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

9 DISPUTE RESOLUTION PROCEDURES

- 9.1** In the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards, 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 Next up Leader (NUL).
- 9.1.3 If after seven business days of the referral of the issue to the NUL, the dispute is not resolved to the satisfaction of the parties affected, an affected party may refer the dispute to the Chief Executive Officer for mediation and/or resolution by conciliation.
- 9.1.4 If the matter is still not resolved to the satisfaction of the parties affected and all steps set out in 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.
- 9.2** During this time, work will continue in accordance with the reasonable direction of the City.
- 9.3** The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.
- 9.4** The employee who has raised the dispute may appoint a representative to participate and assist the employee at any step throughout this process. Such representative will be entitled to be present at meetings involving the matter raised by the employee and shall be provided adequate time to consult with the affected employee.
- 9.5** Where a party to the dispute requests documentation / information relevant to the dispute, then such records will be provided, provided the release of information does not disclose confidential or commercially sensitive information or breaches any prevailing legislation.

10 CONSULTATION

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

Major Change

- 10.2** For a major change referred to in 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 10.9 apply.
- 10.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.4** 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.
- 10.5** 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.
- 10.6** However, the City is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7** The City must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9** 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

- 10.10** 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 10.11 to 10.15 apply.

10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

10.12 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.

10.13 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).

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

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

10.16 In this term:

relevant employees means the employees who may be affected by a change referred to in sub-clause 10.1.

11 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

11.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

11.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 11.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 11.4** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.5** The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

12 APPOINTMENTS AND 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 months extension to a maximum probationary period of six months.
- 12.3** The probationary period is designed so that an employee can be sure the position is suited to them and to allow the City the opportunity to observe the employee working in the position.
- 12.4** Where both the employee and the City wish to continue with the employment relationship, the employee will be permanently appointed to that position and notified in writing.
- 12.5** Should an employee decide that they do not wish to continue in the position during their probationary period, they will be required to provide one week's notice, or a shorter period of time if mutually agreed.
- 12.6** If the City does not wish to permanently appoint an employee after their probationary period they will be required to provide the employee with one weeks' notice or payment in lieu of notice.

13 NOTICE OF TERMINATION BY EMPLOYER

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

13.1.1 Period of continuous service - Period of notice:

- Casual Employee - 1 hour
- 1 year or less - 1 week
- More than 1 year and up to the completion of 3 years - 2 weeks
- More than 3 years and up to the completion of 5 years - 3 weeks
- More than 5 years and over - 4 weeks

13.1.2 In addition to the notice in sub-clause 13.1.1 employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional one week's notice.

13.1.3 Payment in lieu of the notice prescribed in sub-clause 13.1.1 and 13.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the remainder of the notice period made.

13.1.4 In calculating any payment in lieu of notice the employee shall receive what the employee would have been paid had he or she worked including all allowances, penalties or loadings, and any other amounts payable under the employee's contract of employment.

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

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

13.2 Notice of Termination by Employee

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

13.2.2 If an employee fails to give the required notice, the City shall have the right to withhold moneys due to the employee with a maximum

amount equal to the ordinary time rate of pay for the required period of notice not provided.

13.3 Time off During Notice Period

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.

13.4 Transmission of Business

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

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

14 FULL-TIME EMPLOYEES

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

15 PART-TIME EMPLOYEES

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

15.2 Payment for annual leave and absence through sickness for such employees, pursuant to Clause 23 - Annual Leave and Clause 26 - Personal Leave, or any other appropriate Clause providing such entitlements, shall be in the proportion that the hours regularly worked each week bears to the standard ordinary hours.

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

16 CASUAL EMPLOYEES

16.1 A casual employee shall mean an employee who is engaged and paid by the hour and, except as otherwise provided for in this Agreement, such employee shall be paid the ordinary hourly rate prescribed for the classification of work performed with the addition of 25%.

16.2 A casual employee who works outside the ordinary hours of work prescribed by Clause 19 – Hours of work, shall be entitled to overtime payments in accordance with Clause 20 – Overtime, based on their ordinary casual rate.

17 TEMPORARY EMPLOYEES (Fixed Term)

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

18 SALARY MODEL

18.1 Salary Model

18.1.1 A salary increase of 1.5% effective from the first full pay period on or after 5 February 2019.

18.1.2 A further 1.5% increase will be paid from the first full pay period on or after 5 February 2020.

18.1.3 A further 1.95% increase will be paid from the first full pay period on or after 5 February 2021.

18.2 The wage payments stated include amounts in full recognition of supplementary payments, safety net payment, confined space allowance, dirt money, two days public holidays in lieu, bank charges and service pay. Full wage details are contained in Appendix 1.

18.3 An Environmental Allowance of \$50 per week is incorporated into the base rate of pay in recognition of the environment in which the employees are required to work, and acknowledging the materials they are required to handle. The allowance is also in recognition of the fact that employees are required to arrive at work 10 minutes earlier than the standard commencement time to ensure the plant is in a safe condition for operation, and that it is clean and maintained.

18.4 A Skills Allowance of \$1.26 per hour will be payable to Level 5 and Level 6 employees in Waste Operations who have obtained the skills and abilities allowing increased work activities to be completed.

18.5 All salaries will be paid on a fortnightly basis and paid in arrears. An employee's salary will be deposited into their nominated bank account/s.

19 HOURS OF WORK

19.1 The ordinary hours of work for full time employees shall be an average of 76 hours per fortnight. Ordinary hours of work shall be worked between 5:50am and 6:00pm Monday to Friday.

The Environmental Allowance provided in sub-clause 18.4, is compensation for activities conducted between 5:50am and 6:00am. As such, this period

does not attract any further payment and does not count towards the employee's ordinary hours of work.

19.2 During the life of this Agreement, employees may request to be considered to work additional hours or to work their rostered day off at ordinary hours. An employee may withdraw his or her name from this arrangement at any time or refuse offered work without fear of jeopardising future additional hours at either ordinary hours or overtime rates.

19.3 Where an employee has elected in sub-clause 19.2 to work their rostered day off at ordinary rates the hours worked may either be:

- 19.3.1 paid out at normal rate in conjunction with the fortnightly pay;
- 19.3.2 by mutual consent, time accrued under this Clause to be taken in a continuous period;
- 19.3.3 accrued and used as additional family carers leave within the current financial year; or
- 19.3.4 accrued and cashed out at the end of the financial year.

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

19.4 On occasions employees may vary the starting and finishing times of their ordinary hours by agreement between the affected employee/s and their Operational Leader, taking into account the hours that the unit needs to be operational.

19.5 Employees shall be entitled to an unpaid meal break of a minimum period of 30 minutes after five hours of continuous work. With agreement between the City and Employee the unpaid meal break can be taken at a time and location convenient to the operations of the Service Unit.

19.6 The ordinary hours of duty of an employee engaged as a street cleaning machine operator or gully excavator driver, auto educator driver, may be worked on any or all days of the week Monday to Friday inclusive, and except in the case of shift employees, shall be worked between the hours of midnight and 6:00pm provided that the spread of hours is altered by agreement between the City and the employees concerned.

19.7 Shift-workers may be required to work any day of the week, Monday to Sunday.

19.8 The classifications of employees comprehended in 19.7 include:

- All employees working in or around a refuse disposal and /or Processing site; and
- Any other classification of employee as may be agreed in writing between the parties of this Agreement.

19.9 Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8:00am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

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

19.11 Subject to the provisions of this subclause

19.11.1 A rest period of ten hours from the time of ceasing work to the time of resumption of work shall be allowed.

19.11.2 The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the City.

19.12 Roster

Where there is a roster in place, the roster will be displayed in a prominent, accessible position within the workplace. Where there is a change of roster, at least 72 hours' notice is to be given unless a lesser notice period is negotiated between the parties.

An employee will be provided with notice of a change to working hours as detailed below, unless a lesser period is agreed between the employee and their Leader:

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

19.13 A roster is a collection of shifts worked that provide coverage across posts/activities within one or more work areas. Each roster must maintain an average of 38 hours per work for full time employees. The Service Unit will establish rosters and deploy employees to rosters to meet the operational needs of the Service Unit and its work areas.

Following the initial review the Leader, in consultation with the Workplace Consultative Group (WCG) will conduct a regular review of rosters to determine:

- 19.13.1 any seasonal changes required to the existing roster model; and
- 19.13.2 a schedule of employee allocation to rosters.

The Leader retains the discretion outside the review period to make minor roster changes where needed to ensure the optimal service delivery.

19.14 Where operations permit, the ordinary hours could be worked over nine days per fortnight.

20 OVERTIME

- 20.1** Overtime shall mean all work required by the City to be performed in excess of, or outside, the ordinary hours of duty determined in accordance with Clause 19 - Hours of Work.
- 20.2** Overtime shall be paid at either overtime rates or time off in lieu, and paid at the appropriate penalty rates.
- 20.3** If overtime is to be taken as time in lieu, a maximum of 76 hours can be accrued and further overtime worked above the 76 hours will be paid as overtime in the next available pay period. No further accrual of time in lieu will be permitted until the balance is reduced to a maximum of 76 hours.
- 20.4** Overtime worked Monday to Saturday or on an employee's Rostered Day Off shall be paid at the rate of time and one half.
- Overtime worked on a Sunday shall be paid at the rate of double time.
- Payment for Call-out is provided under Clause 42.
- 20.5** All work performed on a holiday as prescribed in Clause 25 - Public Holidays of this Agreement, shall be paid at the rate of double time and one half.
- 20.6** No overtime shall be worked without the approval of the relevant Leader unless the urgency of the work is such that the approval cannot be gained until after the work is performed.
- 20.7** In computing overtime, each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub clause.
- 20.8** Where an employee is required to attend a meeting outside of the ordinary hours of work, they will be paid a minimum of two hours work.
- 20.9** Subject to Clause 20.10 the City may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 20.10** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 20.10.1 Any risk to the employee(s) health and safety;
 - 20.10.2 The employee's personal circumstances including family responsibilities;
 - 20.10.3 The needs of the workplace or enterprise;
 - 20.10.4 The notice (if any) given by the City, of the overtime and by the employee of his or her intention to refuse it; and

20.10.5 Any other relevant matter.

20.11 No third party to this Agreement, or group of employees covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime, unless an application for protected industrial action has been approved by the Commission.

21 SHIFT-WORK

21.1 Shift-work relates to regularly rostered ordinary hours worked outside of the standard ordinary working hours as defined in Clause 19 – Hours of Work.

21.2 The ordinary hours for both day and afternoon shifts shall be arranged on the days Monday to Friday inclusive. Afternoon and night shifts shall be paid a loading of 15% on all rostered hours worked between 6pm and 7am, in accordance with sub-clause 21.4. All hours worked on weekends and on holidays as defined at Clause 20, shall be paid at penalty rates, in accordance with sub-clause 21.5.

21.3 Shift rosters can only be changed by the mutual consent of the City and a majority, of the affected employees.

21.4 For the purpose of this agreement the following shift definitions shall apply:

Day shift means any shift starting at or after 6:00am and finishing at or before 6:00pm.

Afternoon shift means any shift finishing after 6:00pm and at or before midnight.

Night shift means any shift finishing after midnight and at or before 7:00am.

21.5 All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a Public Holiday shall be paid penalty rates as follows:

Saturday	at the rate of time and one half
Sunday	at the rate of time and three quarters
Public Holidays	at the rate of double time and one half

21.6 A continuous shift employee who is not required to work on a holiday which falls on his/her rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee so agrees.

21.7 A shift work roster shall be prominently displayed at the place of work in a position accessible to the employees concerned. Employees shall be provided with at least 72 hours' notice of any change in roster provided a lesser period can be agreed between the City and employee.

21.8 Where any particular process is carried out in shifts other than day shifts, and less than five consecutive afternoon or night shifts are worked on that

process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

- 21.9** The sequence of work shall not be deemed to be broken under the preceding clause by reason of the fact that work on the process is not carried out on a Saturday or Sunday, or any holiday.

22 TRAINING, DEVELOPMENT AND MULTI-SKILLING

- 22.1** The City is committed to partnering staff in developing a more highly skilled and flexible workforce.

- 22.2** The City believes that quality training and development provides all staff with the opportunity to contribute more effectively by developing their particular abilities and skills relevant to their role and responsibilities and is integral to the City's performance and reputation.

- 22.3** The City is committed to training and development which:

22.3.1 Encourages and assists all staff to develop their skills and knowledge to improve individual and organisational performance and job satisfaction relevant to the employee's role and responsibilities.

22.3.2 Assists the City to achieve its strategic objectives.

22.3.3 Ensures equitable access for all staff to development opportunities appropriate to the individual's needs.

22.3.4 Promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons.

22.3.5 Recognises the development of staff as a joint responsibility shared by individuals, Operational Leader, Leaders, NULs and the City.

22.3.6 Provides Educational Study Assistance in accordance with the City's Study Assistance Management Procedure.

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

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

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

22.5 Job Transfers and Rotations

- 22.5.1 Subject to there being mutual agreement employees may be rotated or transferred to alternative duties, either permanently, or

temporarily, (in consultation with the employee) and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City's workforce, support the Service Unit needs and to support multi-skilling.

- 22.5.2 Employees benefit from the opportunity to develop and enhance their skills. An employee who seeks to work in an alternative area or develop new skills through job rotation, should discuss opportunities with their Leader or NUL or raise their interest at the time of their performance development review.
- 22.5.3 Where management identifies a job transfer or rotation opportunity, the employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions he/she will be performing.
- 22.5.4 Where a temporary rotation of three months or more in duration is to occur, the employee will be provided with written notification of the rotation. On expiry of the rotations, the employee will have a performance development meeting conducted, providing feedback to the employee on his/her performance and identifying skills and experience the employee has developed.
- 22.5.5 Where a permanent transfer is to occur, the affected employee will be consulted and provided with the opportunity to discuss the impact of the transfer and any concerns he/she may have.
- 22.5.6 The employee will receive the appropriate rate of pay for the times he/she will be performing for the period of the rotation or transfer however, not a lesser amount than their normal pay unless the employee has opted to take a lower paid position.

22.6 Multi-skilling

- 22.6.1 Multi-skilling is an opportunity for employees to become more marketable both within the City and in the Industry in general by learning the skills of another position or enhancing those that have already been acquired. Some positions may also require an employee to acquire appropriate qualifications, which is outside the scope of this clause.
- 22.6.2 The aim of multi-skilling is to create flexibility among staff so the operation of the City will not be affected when employees are away from the workplace either for training and development courses, absences or any other leave purposes.
- 22.6.3 Employees, who seek to work in an alternative area or develop new skills through multi-skilling, should discuss opportunities with their Leader or raise their interest at the time of the performance review.
- 22.6.4 The movement of employees will depend upon the time of the year and the work and resources being available. An induction will be conducted for the employee prior to joining the new team and will concentrate on the use of equipment and all safety awareness procedures.

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

23 ANNUAL LEAVE

23.1 Entitlement

- 23.1.1 An employee is entitled to four weeks annual leave with pay for each 12-month period worked.
- 23.1.2 Annual Leave will accrue on a daily basis and employees are entitled to take annual leave during a pro-rata period. However, the employee is not entitled to take annual leave that has not been credited. An employee is not permitted to have a negative annual leave balance.
- 23.1.3 During a period of annual leave an employee shall receive a loading of 17.5%, calculated on the rate of wage prescribes in Clause 18 – Salary Model.

23.2 Payment of Salaries

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

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

23.3 Leave and Public Holidays

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

23.4 Leave on Termination

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

23.5 Absence from Work

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

23.6 Taking of Leave

- 23.6.1 An employee is to apply, in advance, to their Operational Leader to take annual leave. Approval to take annual leave will depend on the

operational needs of the City and when mutually convenient with the employee.

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

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

23.7 Excessive Annual Leave Balance

Where an employee has an excessive annual leave balance, the City may liaise with the employee to reach agreement on how to reduce the excessive component. Where the City has liaised with the employee and an agreement on how to reduce the annual leave balance 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 excessive annual leave if the employee has accrued more than eight weeks' accrued annual leave (or 10 weeks' annual leave for shift-workers, as defined under Clause 7 – Definitions).

23.8 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.

23.9 Leave without Pay

An employee who has been employed by the City for the twelve months preceding the date of his/her annual leave, shall be entitled to a minimum one week's leave without pay, provided the employee has exhausted all applicable paid leave entitlements. The City may agree to the employee taking unpaid annual leave where they have paid leave entitlements in extenuating circumstances.

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

23.10 Casual Employees

Casual employees are not entitled to annual leave.

23.11 Cashing out of Annual Leave

23.11.1 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 Entitlements and Management Procedure.

- 23.11.2 However, in special circumstances an employee may apply to receive payment in lieu of annual leave accrued up until the expiry of this Agreement provided payment in lieu of annual leave is restricted to a maximum of two weeks per annum.
- 23.11.3 Applications for the cashing out of annual leave are to be in writing and are subject to the following conditions;
 - 23.11.3.1 The employee has taken at least ten days annual leave in the preceding 12 months;
 - 23.11.3.2 A balance of at least four weeks leave must be remaining after the cashing out is completed;
 - 23.11.3.3 Once payment has been made in lieu of the annual Leave entitlement, that payment cannot be revoked in order to restore leave entitlements;
 - 23.11.3.4 Cashing out of annual leave can only be requested because of a special situation or unusual circumstance, which will be determined and approved by the employee's Leader and NUL.
- 23.11.4 The employee will be subject to tax on any amount paid under this Clause pursuant to the *Income Assessment Act 1936* and the City will make the appropriate deduction from the payment.

24 LONG SERVICE LEAVE

- 24.1** An employee is entitled to 13 weeks paid long service leave after the completion of 10 years continuous service, which shall be available pro-rata after seven years. Part-time workers are entitled to long service leave on a pro-rata basis.
- 24.2** The full terms and conditions for eligibility to Long Service Leave under this Agreement are in accordance with the provisions set out in the Local Government Long Service Leave Regulations (excluding any content prohibited under industrial legislation during the life of this Agreement). The following sub-clauses provide a summary of those provisions:

24.3 Cashing out of Long Service Leave

An employee can elect to either take their long service leave as paid time off or in exceptional circumstances receive the cash incentive – the monetary value equivalent had they taken the time off. When applying to cash out their long service leave, the employee is required to provide the same notice as if they were taking the leave.

24.4 Taking Leave

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

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

24.5 Payment of Leave

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

24.6 Leave on Double Pay

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

24.7 Leave on Half Pay

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

24.8 Public Holidays

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

The period of long service leave will not be extended to include the Public Holiday; in effect the Public Holiday is lost.

24.9 Termination of Employment

Where the service of a worker, who has previously become entitled to long service leave, is terminated by the City in any circumstances other than for serious and wilful misconduct and the employee does not, within the timeframe stated in sub-clause 13.1.1, whichever is the longer, enter the service of another WA Local Government Authority the worker shall be entitled to payment of the accrued leave and the employee will no longer be entitled to take the subject leave.

24.10 Portability of Long Service Leave

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

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

- (a) Any absence of the worker from duty if leave of absence has been granted by their employer.
- (b) The absence of the worker on account of national service if the period of absence is deemed to be included in the service of the worker for the purpose of these regulations.
- (c) There being a period of time between the worker leaving the service of one WA Local Government Authority and entering the service of another WA Local Government Authority if the period is used for recreation leave or as travelling time and does not exceed the period in respect of which payment has been made by the first-mentioned WA Local Government Authority in lieu of the worker's accrued and pro rata leave entitlements; or two weeks whichever is the longer.
- (d) Each WA Local Government Authority will be responsible for the payment of long service leave accrued whilst the employee was employed with them and will, upon receipt of the invoice from the current Local Government employer pay the proportion of long service leave accrued whilst in their employ.
- (e) Portability of long service leave entitlements does not occur when the employee leaves and commences with another employer other than a WA Local Government Authority.

24.11 Taking of Leave

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

24.12 Absence from Work

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

25 PUBLIC HOLIDAYS

25.1 When an employee is rostered to work, they shall be entitled to holidays without deduction of pay on the following days:

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

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

25.1.3 Any other day gazette by the relevant Government Authority.

25.2 Holidays in Lieu

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

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

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

25.3 Working on Public Holidays

25.3.1 All reasonable attempts will be made to ensure that there is fair distribution of overtime work for all employees employed under this Agreement without prejudice to the efficient operation of the system.

25.3.2 An employee is required to work on all Public Holidays, other than New Year's Day, Good Friday and Christmas Day, and they will be paid for all time worked at the rate of double time and one half.

25.3.3 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.

25.3.4 Employees not rostered to work, will be paid an additional eight and half hours for the Public Holiday at ordinary time in recognition of the combining of the public holiday and their rostered day off.

25.3.5 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 (refer to Clause 20 - Overtime).

25.3.6 If on any Public Holiday not prescribed as a holiday under this Agreement, the employer's establishment or place of business is closed, in which case an employee need not present themselves for duty, payment may be deducted. However, if work is done, ordinary rates shall apply.

25.3.7 Collections/rounds are to be weekly or as scheduled, irrespective of Public Holidays with the exception of Christmas Day, New Year's Day and Good Friday, when collections/rounds will be moved to the following day and Friday's round will occur on Saturday.

25.4 Substitute Days

25.4.1 The City, with the agreement of the affected employee who is a party to this Agreement, may substitute another day for any prescribed in Clause 25.

- 25.4.2 An agreement pursuant to sub-clause 25.4.1 shall be recorded in writing and be available to every affected employee.
- 25.4.3 Where a Public Holiday falls on an employee's rostered day off, then the employee will receive one day in lieu.

26 PERSONAL LEAVE

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

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

26.2 Entitlement

- 26.2.1 A full-time employee is entitled to receive 10 days (76 hours) personal leave per annum credited to them on a daily basis. A part-time employee is entitled to personal leave for the hours they are contracted to work proportional to a full-time employee.
- 26.2.2 An employee is entitled to take any accrued personal leave, for sick leave and for carer's leave purposes. An employee is not entitled to go into negative personal leave nor can they apply for personal leave in advance.
- 26.2.3 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.
- 26.2.4 A casual employee is not entitled to Personal Leave except as defined at sub-clause 26.3.

26.3 Casual Employees

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

26.4 Immediate Family or Household

26.4.1 The entitlement to carer's leave or compassionate leave is subject to the person in respect to whom the leave is being taken for being either:

- (a) A member of the employee's immediate family; or
- (b) A member of the employee's household; or
- (c) Someone with whom the employee has a special relationship (evidence of this special relationship may be requested by Management prior to making a determination of the leave request).

26.4.2 The term immediate family includes:

- (a) A spouse or partner (including a former spouse, a de-facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
- (b) A child or adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

26.5 Evidence

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

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

26.6 Notice of Intent to Take Personal Leave

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

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

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

26.6.3 If contact is not made within this time, the Operational Leader, Coordinator 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.

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

26.7 Workers Compensation

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

26.8 Personal Leave during Annual Leave

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

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

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

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

26.9 Unpaid Personal Leave (for Carers purposes)

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

26.10 Leave for Special Circumstances

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

26.10.2 This entitlement will only apply to employees who need to provide care for a terminally ill family member or in other exceptional

circumstances. To access this entitlement a letter from a medical practitioner needs to be submitted to the City, detailing:

- (a) The name of the person requiring care and their relationship to the employee.
- (b) An estimated time the employee is required to provide that care.
- (c) Any other matters that may assist the City to determine the employee's entitlement to the leave.

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

26.11 Portability of Personal Leave

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

26.11.2 In either case the City will not be liable for the payment of such personal leave. The City will accept liability of up to eight weeks accrued personal leave for an employee entering in the service of the City, providing the employee comes from another WA Local Government Authority, and they have not had a break in service. The term service shall have the same meaning as for Long Service Leave at sub-clause 24.10.2.

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

26.12 Absence from Work

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

26.13 Payout of Personal Leave

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

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

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

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

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

Where

LR = Personal leave entitlement on resignation/retirement

LC = Personal leave entitlement at the commencement of the Scheme

EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

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

27 COMPASSIONATE LEAVE

- 27.1** An employee is able to access two days compassionate leave, on each occasion, for the purpose of:
- (a) spending time with a person who is a member of their immediate family or household who has a personal illness or injury that poses a serious threat to 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 26.4 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 applies to full-time, regular part-time employees and eligible casual employees (as defined by the Act). Employees are able to access pro-rata unpaid parental leave.

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

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 five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

28.3.2 In relation to sub-clause 28.5.7, **“employee couple”** means two national system employees that are spouse or de facto partner of the other.

28.3.3 Subject to sub-clause 28.3.3, in this clause, **“spouse”** includes a de facto or former spouse.

28.3.4 In relation to sub-clause 28.6, **“spouse”** includes a de facto spouse but does not include a former spouse.

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

28.4 Basic Entitlement

After twelve months continuous service, employees are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child.

28.5 Paid Parental Leave

28.5.1 Six weeks paid parental leave will be available to full-time and part-time employees eligible for parental leave on a shared basis.

28.5.2 Employees who are the Primary Care Giver of a newborn child or of an adopted child under the age of five years are entitled to take 6 weeks paid parental leave. This will form part of the 52 weeks parental leave entitlement.

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

28.5.4 Part-time employees are entitled to paid parental leave paid on a pro-rata basis. The payment for the leave will be determined on the basis of the average weekly hours worked in the twelve months preceding the period of leave.

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

- 28.5.6 Paid parental leave can be taken at half pay (i.e. 12 weeks leave).
- 28.5.7 Subject to sub-clause 28.5.3, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both members of an employee couple may simultaneously take:
 - 28.5.7.1 an unbroken period of up to eight week's unpaid leave at the time of the birth of the child which may include separate periods provided each period is not shorter than two weeks.
 - 28.5.7.2 for adoption leave, an unbroken period of up to eight weeks unpaid leave at the time of placement of the child which may include separate periods provided each period is not shorter than two weeks.

28.6 Application for Parental Leave

- 28.6.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - 28.6.1.1 Of the expected date of confinement (included in a certificate from a registered medical practitioner confirming the pregnancy) – at least ten weeks prior to the expected date;
 - 28.6.1.2 Of the date on which the employee proposes to commence parental leave and the period of leave to be taken – at least four weeks prior to the leave;
 - 28.6.1.3 Confirmation that they will be the Primary Care Giver of the child.
- 28.6.2 When the employee gives notice under sub-clause 28.6.1.1 the employee must also provide a statutory declaration stating particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.
- 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-clauses 28.5.1 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, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

28.7 Special Parental Leave

- 28.7.1 Where the pregnancy of an employee who is not on maternity leave at the time, terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 28.7.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 28.7.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 27.7.4 Where leave is granted under 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:
- 28.8.3.1 The employee is seeking adoption leave to become the Primary Care Giver of the child;
- 28.8.3.2 Particulars of any period of adoption leave sought or taken by the employee's spouse; and
- 28.8.3.3 That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 28.8.4 The City may require an employee to provide confirmation from the appropriate government authority of the placement.
- 28.8.5 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the 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 employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the 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 change or extend the period of parental leave on one occasion. Any such change is to be notified, in writing, at least four weeks prior to the commencement of the changed arrangements.

28.10 Parental Leave and Other Entitlements

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

28.11 Transfer to a Safe Job

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

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

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

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

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

28.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

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

28.14.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility Level of the position the employee is entitled to return to after parental leave.

28.14.2 The employee shall take reasonable steps to inform the 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.

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

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

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

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

28.16 Government Paid Parental Leave Scheme

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

28.17 Request for Flexible Working Hours

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

29 EMPLOYMENT QUALIFICATIONS

29.1 Renewal of Qualification

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

29.2 Driver's Licence

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

- Alternative duties
- Paid leave
- Leave without pay.

29.2.2 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.

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

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

29.2.5 If the employee is driving a council vehicle without a current license and they are caught by the Police, the Police may impound the vehicle. If this is the case, then the employee will be responsible for

any cost incurred including the cost associated with hiring a replacement vehicle for the period of impoundment.

30 PURCHASE OF ADDITIONAL LEAVE

- 30.1** The Purchase of Additional Leave Scheme is a benefit, which recognises the value of employees. It is designed to provide permanent staff 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.
- 30.2** An employee may seek and agree to be paid for 48 weeks work, over a 52 week period of their salary, and after working for 48 weeks take an additional 4 weeks paid leave for that year. Purchased leave can be applied for on a quarterly basis and leave will accrue on a pro-rata basis, depending on when the employee joined the scheme. In assessing applications, consideration will be given to:
- 30.2.1 Employees' current leave balances;
 - 30.2.2 Impact on service delivery; and
 - 30.2.3 Capacity to fund replacement.
- 30.3** Such additional leave arrangements are subject to the same approval processes that apply to annual leave.
- 30.4** 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.
- 30.5** 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.
- 30.6** 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 to the employee.
- 30.7** Before electing for this arrangement, the employee must clear any annual leave backlog, which is greater than a two-year accrual.
- 30.8** The basis of this work arrangement is on ordinary hours, as per sub-clause 19.1.
- 30.9** Part-time staff shall be eligible to apply for additional leave under this Clause on a pro-rata basis.
- 30.10** Employees are entitled to apply for one week's additional leave over a 12 month period, by reducing their salary by 1.92% per annum. The accrual of this leave is subject to compliance with the City's Leave Management and Entitlements Procedure.

31 OCCUPATIONAL SAFETY AND HEALTH

- 31.1** The City is committed to implementing an effective and comprehensive occupational safety and health program, and will comply with the Occupational Health and Safety Act 1984.
- 31.2** The City recognises that the safety and health of its employees are of prime importance and will undertake to provide all the necessary training, guidelines safety material and equipment necessary to ensure a safe working environment.
- 31.3** Equally the employee agrees to comply with the City's safety standards and statutory obligations and will continue to contribute and participate in all scheduled workplace safety briefings, committee meetings, training and other initiatives. This includes full cooperation in the further development of documentation and practices that will enhance the City's ability to obtain Work-Safe Certification or equivalent standard. Should the Work-Safe Certification program cease to operate, certification by a qualified independent person will suffice.
- 31.4** This cooperation will include although not be limited to the following:
- (a) Compliance with the safety management process of Identification, Assessment, and Control of risks prior to the commencement of work.
 - (b) So far as is practicable complying with the City's standard work methods (i.e. Task Procedures).
 - (c) Report Hazards, and where unable to undertake remedial action, take appropriate control measures.
 - (d) Ensure contractor compliance with the City's standards and statutory obligations.
 - (e) Cooperation and compliance with the City's Injury Management and Return to Work Procedures.
 - (f) Cooperation and compliance with the City's Fitness for Work Policy.
- 31.5** Each employee acknowledges his/her personal responsibility to be fit for work and to work in a safe manner. Employees also acknowledge that they need to have an active interest in their own personal safety, and that of their fellow employees and other people on the worksite.
- 31.6** Where an employee is injured at work, the City will work with the employee and support agencies toward a full recovery.

32 SUPERANNUATION AND SALARY PACKAGING

32.1 Superannuation

The City makes superannuation contributions on the employees' behalf in accordance with the Superannuation Guarantee (Administration) Act 1992

(Cth) and this Agreement, into WA Super or a complying fund of the employees' choice.

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

32.2 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.

32.3 Workers' Compensation

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

33 REDUNDANCY AND JOB SECURITY

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

33.1 Job Transfer

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

33.2 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.

33.3 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 33.4.4:

- (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.

33.4 Process

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

Alternative Employment

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

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

- 33.4.2 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 33.4.4 will apply. However, should the employee refuse two offers of suitable alternative employment, then the provisions of sub-clause 33.4.5 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).

- 33.4.3 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

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

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

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

Redundancy Package

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

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

Employee Leaving During Notice Period

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

34 COMMITMENT TO PERMANENT EMPLOYMENT

34.1 The parties are committed to working together to ensure permanent employment is the preferred form of employment at the City, where all parties are committed to:

- developing an agile workforce where people are engaged to deliver excellent customer outcomes;
- providing the most efficient and effective service possible; and
- adapting to changes in the internal and external environment, whereby employees understand and are committed to working across the City in any position aligned to the employee's skills, qualifications and training.

- 34.2** Where an employee has been appointed on more than three consecutive fixed-term contracts for exactly the same role; and the period of such contracts has exceeded 36 months; and the employee has been assessed as 'achieved expectations' (as a minimum) for each of their annual performance appraisals for the duration of the consecutive fixed-term contracts; and the employee is not subject to formal disciplinary action, the employee may be permanently appointed to that position, unless the position is:
- held by another employee; or
 - for specific purposes only (i.e. project work); or
 - funded by an external body and further funding is confirmed as unlikely to continue in the foreseeable future, and the City has determined the service is unlikely to continue.

35 ALLOWANCES

35.1 Fares and Travelling Time

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

35.1.1.1 An employee to whom sub-clause 35.1.1 applies shall be paid at ordinary rates plus any appropriate penalties and loadings for the time spent in travelling between their home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between their home and their usual workplace.

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

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

35.2 Higher Duties

35.2.1 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, in any one day or shift, the employee shall receive for the time so

worked and for all hours, the salaries specified for each higher-grade duty.

- 35.2.2 Where an employee is only required to carry out part duties of the higher position, they shall be paid at a rate commensurate with the proportion of part duties performed, as agreed to by the City and employee.
- 35.2.3 Where an employee, while acting in a higher position, commences any form of leave, they will not receive the salary associated with the higher position, unless they have been acting in the higher position for three months or more.
- 35.2.4 When an employee, while acting in a higher position, is required to perform overtime, the employee will be paid overtime at the higher rate of salary.
- 35.2.5 Where an employee has been acting in a higher position for a continuous period of 12 months or more, they will be permanently appointed to that position, unless the relief period is for a specific purpose. This period may be extended by mutual agreement.

35.3 Meal Allowance

- 35.3.1 Subject to the provisions of sub-clause 35.3.2(a), an employee required to work overtime for more than two hours shall be paid \$12.16 for a meal and, if an additional four hours of overtime worked, a second or subsequent meal is required he/she shall be paid \$7.89 for each meal so required. This shall not apply where meals are provided by the City at the City's cost.
- 35.3.2 The provisions of sub-clause 35.3.1 do not apply:
 - (a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that he/she will be required; or
 - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which he/she can reasonably go home.
- 35.3.3 If an employee to whom sub-clause 35.3.2(a) applies has, as a consequence of the notification referred to in that paragraph, provided himself/herself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate amount prescribed in sub-clause 35.3.1.

35.4 Special Rates

- 35.4.1 All employees engaged on fire-fighting duties shall be paid at the rate of \$0.61 per hour in addition to their ordinary rate of wage for the time so employed.

- 35.4.2 All employees working in shafts, trenches or excavations shall be paid the following monies in addition to their ordinary rate of wage:
- (a) when working between 1.8 metres and 6.1 metres below the surface, the amount of \$2.92 per day; or
 - (b) when working more than 6.1 metres below the surface, the amount of \$4.13 per day.

35.5 Vehicle Allowance

35.5.1 Definitions

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

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

- 35.5.2 An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the City voluntarily consents to use the vehicle shall for journeys travelled on official business approved by the City be reimbursed all expenses incurred in accordance with the appropriate rates set out in Table 1.

TABLE 1 – MOTOR CAR (not as a term of employment)

Area and Details	Engine displacement (in cubic centimetres)		
	Over 2600cc	1600–2600cc	1600cc and under
	Cents per kilometre		
Metropolitan area	86.29	73.65	61.14

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

- 35.5.3 An employee who is required by the employer to use his/her four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in sub-clause 34.5.2. The amount of such allowance shall be fixed by agreement between the City and the employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.
- 35.5.4 An employee who is required by the City to use his/her trailer for the purpose of carrying material, other than the employee’s own tools, for the City, shall be paid an allowance in addition to the rates prescribed in sub-clause 35.5.4. The amount of such an allowance shall be fixed by agreement between the City and employee in the light of the particular circumstances in which the trailer is used.

35.6 Adjustment of Rates

The rates prescribed in sub-clauses 35.3, 35.4 and 35.5 will be further adjusted in line with movements of the Annual Consumer Price Index figure for the September quarter.

36 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 36.1** The City shall where necessary and relevant provide employees with all protective clothing and equipment required, including safety glasses.
- 36.2** Employees must at all times wear or use the appropriate safety clothing or equipment as required to carry out the specific task.
- 36.3** Where any clothing is provided by the employer it shall remain the property of the City.
- 36.4** The employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the employer, outside of rostered ordinary hours of work.
- 36.5** 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.
- 36.6** The City shall provide protective footwear relevant to the safety requirements and general working conditions and such footwear will be replaced on a fair wear and tear basis.
- 36.7** Refer to Appendix 2 for initial issue of protective clothing and equipment.

37 WITNESS / JURY DUTY

- 37.1** 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.
- 37.2** 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.
- 37.3** An employee granted leave of absence on full pay as prescribed in this clause is not entitled to claim or retain any juror's fees.

38 DEFENCE FORCE RESERVES LEAVE

- 38.1** 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.
- 38.2** Leave of absence may be paid or unpaid in accordance with the provisions of this Clause.

38.3 Application for leave of absence for Defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the officer shall provide a certificate of attendance to the City.

38.4 Paid Leave

38.4.1 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.

38.4.2 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.

38.4.3 On written application, an employee shall be paid salary in advance when proceeding on such leave.

38.4.4 Casual employees are not entitled to paid leave for the purpose of Defence service.

38.4.5 An employee is entitled to paid leave for a period not exceeding 114 hours on full pay in any period of twelve months commencing 1 July in each year.

38.4.6 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.

38.5 Unpaid Leave

38.5.1 Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in sub-clause 38.4 shall be unpaid.

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

38.6 Use of Other Leave

38.6.1 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.

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

39 EMERGENCY SERVICE LEAVE

- 39.1** Subject to operational requirements, paid leave of absence shall be granted by the City to an employee who is an active volunteer member of State Emergency Service Units, St John Ambulance Brigade, Volunteer Fire and Rescue Service Brigades, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendance at emergencies as declared by the recognized authority.
- 39.2** The City shall be advised as soon as possible by the employee, the emergency service, or other persons as to the absence and, where possible, the expected duration of leave.
- 39.3** The employee must complete a leave of absence form immediately upon return to work.
- 39.4** The application form must be accompanied by a certificate from the emergency organization certifying that the employee was required for the specified period.
- 39.5** An employee, who during the course of an emergency, volunteers their services to an emergency organisation, shall comply with sub-clauses 39.2, 39.3 and 39.4.

40 USE OF GPS TECHNOLOGY

- 40.1** GPS technology will allow the City to conduct its business in a more streamlined and effective manner, whilst also providing a safety mechanism for employees who may be working in isolated areas.
- 40.2** The City may install GPS technology on any City vehicle, plant or equipment which will be used:
- 40.2.1 as a duress alarm in the case of emergencies;
 - 40.2.2 for the logging of equipment operating parameters;
 - 40.2.3 for the collection of data for equipment performance analysis;
 - 40.2.4 to provide statistical location data; and
 - 40.2.5 to provide real time location of vehicles to ensure operational safety and efficiency.
- 40.3** The City will advise any employee, and obtain approval from that employee, for the use of (or access to the information for specified purposes) any information obtained from the GPS technology, (which is considered above and beyond that which is detailed in sub-clause 40.2) and is relevant to that employee.
- 40.4** The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to sub-clause 40.3, with the permission of the employees, will remain confidential and will

only be distributed to those employee who require the information, including the Leader, NUL, Executive and the City's Human Resources.

- 40.5 Consent in relation to the GPS Policy for new staff will be obtained via their contract of employment.
- 40.6 This Clause cannot override any legislation contained in the *Surveillance Devices Act 2003* (or as amended).

41 ON CALL

- 41.1 Some Service Units are required to support the public over a 24-hour period. To carry out this function nominated employees will facilitate an on-call roster to provide a timely and appropriate response by the City.
- 41.2 Employee will be paid \$7.78 per hour for each hour they are required to be on call. The above rate is to be increased according to the salary movements in accordance with Clause 18. This payment will not be made during the time an employee is on call-out.
- 41.3 A roster shall be created in consultation with the affected employees who possess the relevant knowledge to perform the duty. This roster will be issued to the employees and the employees shall work in accordance with the roster.
- 41.4 Employees have the option of not participating in the on-call roster. The frequency with which an employee may be rostered to be on-call shall be restricted to once every four weeks, except with the written agreement of the employee.
- 41.5 Where possible the employee should not be rostered on-call while on a rostered day off (RDO). If an employee identifies that they are on-call during the week of their RDO or are requesting leave, then the employee is required to advise their Operational Leader, and:
 - 41.5.1 If an employee needs to change their roster, then they are to arrange for a suitable replacement.
 - 41.5.2 The Operational Leader will need to approve the variation to the roster prior to the change occurring.
- 41.6 All employees while on-call shall maintain themselves in accordance with the Fit for Work Policy.
- 41.7 All employees shall be responsible for notifying their Operational Leader, where practicable, when their on-call duty will be affected by illness, injury or carer's responsibilities.
- 41.8 An employee who is rostered on-call will be provided with a mobile telephone for work purposes, to facilitate operational communications, and any other reasonable resources to carry out the task.
- 41.9 While rostered on-call employees will ensure they are available to respond immediately on receiving a call.

42 CALL-OUT RATES

- 42.1** All after hours call-out work will be paid a minimum of three hours call-out payment, as per sub-clause 42.3, unless the employee is only required to contact another party by phone, in this case a payment of \$50 will be paid.
- 42.2** Multiple call-outs during that three hour period will not result in additional payments for each call-out. Multiple telephone calls related to the same matter will also not result in additional \$50 payments.
- 42.3** Employees will be paid for call-out at the rate of double time or double time and one half on Public Holidays for work undertaken as a result of an after-hours call-out which requires the employee to leave home and attend to work, and shall be paid from the time the employee leaves home to the time the employee returns home.
- 42.4** While on call-out duties, employees shall take no action that may put themselves or the general public at risk of injury or physical threat.
- 42.5** Should the employee identify additional works that must be attended to immediately (i.e. not routine maintenance work) they shall proceed with the works. Non urgent works shall be reported to the appropriate Service Unit the next working day.
- 42.6** In support of the City's Fitness for Work Policy, an employee who attends on site to a call-out between the hours of 11:00pm and 5:00am, will amend their starting time in accordance with sub-clause 19.4.

43 PERFORMANCE REVIEWS

- 43.1** An annual performance review will be undertaken with all staff on an annual basis. The performance reviews will be conducted with the employee and their direct Operational Leader or Leader.
- 43.2** The performance review shall be confidential and without limiting the scope it is intended to identify:
 - 43.2.1** Any new or enhanced skills required by the employee, if any, together with proposed competency levels required to perform the position.
 - 43.2.2** Any development and expansion anticipated by the Leader for the employee in both the long term and short term.
 - 43.2.3** The current training needs to be undertaken to meet the position objectives and to enable the employee to meet the standards of the existing classification level.
 - 43.2.4** Career development.
 - 43.2.5** The performance objectives required.
 - 43.2.6** Current performance level.

43.2.7 An employee can request at this time a salary and/or classification review.

43.3 Following a satisfactory performance review, and obtaining the relevant skills as outlined in the classification structure (Appendix A) an employee will be eligible for an annual increment, on or after the first full pay period commencing 1 October each year, providing the employee commenced employment before 1 April that year. Where an employee commenced on or after 1 April of that year, the employee will be eligible for consideration for an increment in the following year, payable from the first full pay period on or after 1 October of that year.

44 TRAINEESHIPS

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

45 ANTI-DISCRIMINATION

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

45.2 Accordingly, in fulfilling their obligations under the Dispute Resolution Procedure at Clause 9, the parties must make every endeavour to ensure that neither the provisions of this agreement nor their operation are directly or indirectly discriminatory in their effects.

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

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

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

46 NO EXTRA CLAIMS

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

47 EMPLOYEE REPRESENTATIVES

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

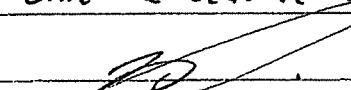
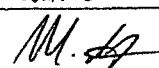
47.2 This may include, for example, Employee Support Officers, Occupational Safety and Health Representatives and Union Representatives.

48 AGREEMENT OF PARTIES

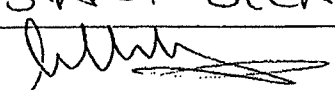
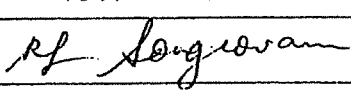
Signatories

EXECUTED by the parties:

City of Wanneroo

Authorised Officer Full Name:	Daniel John Simms
Authorised Officer Position:	Chief Executive Officer
Authorised Officer Signature:	
Address:	C/o 23 Dundas Rd, Wanneroo 6065
Date:	09th April 2019
Witness Name:	Mustafa Yildiz
Witness Position:	Executive Manager Governance & Legal
Witness Signature:	
Date:	9 April 2019

Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities Water Boards Union

Authorised Officer Full Name:	ANDREA GINETTE BALANTYNE
Authorised Officer Position:	ASSISTANT SECRETARY
Authorised Officer Signature:	
Address:	209/396 SCARBOROUGH BEACH ROAD OSBORNE PARK 6017
Date:	28th March 2019
Witness Name:	Rebecca Lea Songiovanni
Witness Position:	Solicitor of more than 2 years experience
Witness Signature:	
Date:	28 March 2019.

Appendix 1

WAGE SCHEDULE

Level	Current Annual Rate	1.5% (2019)	1.5% (2020)	1.95% (2021)
Level 1	\$51,965.38	\$52,744.86	\$53,536.03	\$54,579.99
Level 2	\$56,004.18	\$56,844.24	\$57,696.91	\$58,822.00
Level 3	\$57,350.44	\$58,210.70	\$59,083.86	\$60,235.99
Level 4	\$62,413.10	\$63,349.30	\$64,299.54	\$65,553.38
Level 5	\$63,921.19	\$64,880.01	\$65,853.21	\$67,137.35
Level 6	\$66,881.98	\$67,885.21	\$68,903.49	\$70,247.11

Appendix 2

INITIAL CLOTHING AND PPE ISSUE		
QTY	ITEM	COMMENT
	Shirts	5
	Trousers	2
	Extra High Visibility Jacket	1
	Safety Glasses	1
	Safety Boots	1
	Appropriate Gloves (where required)	