

CITY OF WANNEROO ASSET OPERATIONS INDUSTRIAL AGREEMENT 2024

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES CITY OF WANNEROO

APPLICANT

-v-

LOCAL GOVERNMENT, RACING AND CEMETRIES EMPLOYEES UNION (WA), CONSTRUCTION FORESTRY MINING ENERGY UNION - CONSTRUCTION & GENERAL DIVISION, WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION OF EMPLOYEES

RESPONDENTS

CORAM SENIOR COMMISSIONER R COSENTINO

DATE WEDNESDAY, 29 JANUARY 2025

FILE NO/S AG 8 OF 2025

CITATION NO. 2025 WAIRC 00043

Result Agreement registered

Representation

Applicant City of Wanneroo

First respondent Local Government, Racing and Cemeteries Employees Union (WA)

Second respondent Construction Forestry Mining Energy Union – Construction & General Division

Third respondent Western Australian Municipal, Administrative, Clerical and Services Union of Employees

Order


WHEREAS this is an application pursuant to s 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;

AND WHEREAS I, the undersigned, am satisfied that the agreement meets the requirements of the Act for registration and that it should be registered;

AND WHEREAS the parties consent to this application for registration of the industrial agreement being determined on the papers;

NOW THEREFORE, the Commission pursuant to the powers conferred under the Act, and by consent, hereby orders –

THAT the agreement made between the parties filed in the Registry of the Commission on 15 January 2025 as amended entitled *City of Wanneroo Asset Operations Industrial Agreement 2024* attached hereto be registered as an industrial agreement with effect from the date of this order, which replaces the *City of Wanneroo Asset Operations Enterprise Agreement 2020*, which by operation of s 41(8) of the Act is hereby cancelled.

 (Sgd.) **R. COSENTINO**

SENIOR COMMISSIONER R COSENTINO



**CITY OF WANNEROO ASSET OPERATIONS
INDUSTRIAL AGREEMENT 2024**

Contents

1.	TITLE OF AGREEMENT.....	3
2.	OBJECTIVES OF AGREEMENT	3
3.	PARTIES TO THE AGREEMENT	3
4.	DATE AND PERIOD OF OPERATION	4
5.	DEFINITIONS	4
6.	EXCLUSIONS	6
7.	DISPUTE RESOLUTION PROCEDURES	6
8.	CONSULTATION	7
9.	APPOINTMENTS AND PROBATIONS	9
10.	NOTICE OF TERMINATION	10
22	PUBLIC HOLIDAYS.....	22
23	WELLNESS DAY	23
24	PERSONAL LEAVE.....	23
25	BEREAVEMENT LEAVE	28
26	FAMILY AND DOMESTIC VIOLENCE LEAVE	28
27	PARENTAL LEAVE.....	29
28	EMPLOYMENT QUALIFICATIONS	35
29	PURCHASE OF ADDITIONAL LEAVE	36
30	WORK HEALTH AND SAFETY	36
31	SUPERANNUATION AND SALARY PACKAGING	37
32	REDUNDANCY.....	38
33	COMMITMENT TO PERMANENT EMPLOYMENT	40
34	ALLOWANCES.....	41
35	PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.....	43
36	WITNESS/JURY DUTY.....	43
37	DEFENCE FORCE RESERVES LEAVE	44
38	EMERGENCY SERVICE LEAVE	45
39	USE OF GPS TECHNOLOGY	45
40	EMPLOYEE INITIATED PHASED IN RETIREMENT	46
41	ON-CALL	46
42	CALL-OUT RATES	47
43	PERFORMANCE REVIEWS.....	48
44	TRAINEESHIPS	48
45	ANTI-DISCRIMINATION.....	49
46	NO EXTRA CLAIMS	49
47	WORKPLACE REPRESENTATIVES	49
	AGREEMENT OF PARTIES	50
	Appendix 1 – SALARY SCHEDULE	51
	Appendix 2 – CLASSIFICATION SCHEDULE	52

1. TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Asset Operations Industrial Agreement 2024*'.

This Agreement replaces the *City of Wanneroo Asset Operations Enterprise Agreement 2020*.

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

2. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

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

3. PARTIES TO THE AGREEMENT

This Agreement shall apply to and be binding upon:

- The City of Wanneroo;
- Local Government, Racing and Cemeteries Employees Union (WA) (**LGRCEU**);
- The Construction, Forestry, Mining and Energy Union of Workers (**CFMEUW**);
- The Western Australian Municipal, Administrative, Clerical, and Services Union of Employees (**WASU**); and
- All Employees carrying out work as defined in Appendix 2 who are eligible for membership with the **CFMEUW**, the **LGRCEU** or the **WASU**.

- This Agreement binds and applies to approximately 90 Employees as at 30 June 2024.

4. DATE AND PERIOD OF OPERATION

- 4.1. This Agreement shall be effective from the date of registration and in accordance with section 41 of the *Industrial Relations Act 1979* made by the Western Australian Industrial Relations Commission.
- 4.2. This Agreement shall remain in force until the nominal expiry date of 30 June 2025. In the event that the Agreement is not replaced, then this Agreement will continue to apply subject to the provisions of the Act.
- 4.3. 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.
- 4.4. Should the parties not be able to negotiate a new Agreement and the Agreement has passed its nominal expiry date, a salary percentage increase equivalent to Perth CPI (March quarter) shall apply from the first full pay period two months following the nominal expiry date. This is to enable the parties to continue negotiating a new Agreement. No further pay increases will then apply until a new Agreement is negotiated.

5. DEFINITIONS

- 5.1. **Act** shall mean the *Industrial Relations Act 1979*, as amended, varied or replaced from time to time.
- 5.2. **Agreement** shall mean the City of Wanneroo Asset Operations Industrial Agreement 2024.
- 5.3. **Award** shall mean the *Municipal Employees (Western Australia) Award 2021*, as amended, varied or replaced from time to time.
- 5.4. **CEO** shall mean the Chief Executive Officer of the City of Wanneroo.
- 5.5. **City, Employer and Council** shall mean the City of Wanneroo.
- 5.6. **Effective Date** shall mean the date of registration as per the order made by the Western Australian Industrial Relations Commission in accordance with sub-clause 4.1.
- 5.7. **Employees, Officers and Workforce** shall mean those currently carrying out work, or engaged during the life of this Agreement to carry out work, as defined in Appendix 2.
- 5.8. **Industrial matter** shall have the same definition as provided in the defined terms of the Act.
- 5.9. **Leader** shall mean a person at the level of Coordinator, Specialist, Manager, Principal Specialist or Executive with one or more direct reports or as otherwise designated by the City.

- 5.10. Local Government** shall mean a local government established under the *Local Government Act 1995*.
- 5.11. MCE** shall mean the *Minimum Conditions of Employment Act 1993*.
- 5.12. Next up Leader (NUL)** is a person at the level of Coordinator, Manager, Director or CEO with one or more direct reports with Leaders reporting to them.
- 5.13. Operational Leader** shall mean a person that supervises one or more employee and typically holds a position at one level below Coordinator, Specialist or Principal Specialist.
- 5.14. Parties** shall mean those parties listed in clause 3 to this Agreement.
- 5.15. Perth CPI** refers to the Australian Bureau of Statistics publication (6401.0 Consumer Price Index Australia) under the heading 'ALL GROUPS, Percentage changes' and means the percentage change in CPI for Perth over the 12 month period up to the quarter specified in sub-clause 4.4 or sub-clause 34.6.
- 5.16. RDO** shall mean rostered day off.
- 5.17. School Age** shall mean the law which defines compulsory school age in accordance with the *School Education Act 1999*.
- 5.18. Service** is a period during which an Employee is employed by the City as defined by the Act.
- 5.19. Shift-worker** is an Employee who:
- (a) works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - (b) is regularly rostered to work on Sundays and public holidays.
- Where an Employee with 12 months' continuous services is engaged for part of the 12 monthly period as a shift worker, the Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a shift worker, up to a maximum of five additional days.
- 5.20. Team** shall mean a group of Employees working towards a common goal or objective.
- 5.21. Union** shall mean those Unions listed as Parties to the Agreement in clause 3.
- 5.22. Western Australian Industrial Relations Commission (WAIRC)** shall mean the state workplace relations tribunal and is responsible for administering the provisions of the *Industrial Relations Act 1979*.
- 5.23. Week** shall mean the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an Employee under their contract of employment in a seven day period.

6. EXCLUSIONS

- 6.1. This Agreement consolidates all relevant provisions of the *Municipal Employees (Western Australia) Award 2021*, the *Local Government Officers (Western Australia) Award 2021* and any other award made in accordance with the *Industrial Relations Act 1979* with the intention that no award provision applies in addition to the Agreement.
- 6.2. Notwithstanding, for any inconsistency between this Agreement and any relevant award, the terms of this Agreement will prevail.
- 6.3. It is agreed that for the life of this agreement there shall be no extra claims outside the Agreement.

7. DISPUTE RESOLUTION PROCEDURES

- 7.1. In the event of a dispute relating to an industrial matter arising under this Agreement between the City and Employee, the dispute shall be dealt with in the following manner:

Stage 1:

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

Stage 2:

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

Stage 3:

- (e) Where the matter is not resolved at Stage 1 or Stage 2 the matter will be referred, by either party, to the CEO for mediation and or resolution by conciliation.
 - (f) Where the matter is not resolved and all agree Stages 1, 2 and 3 have been taken, the dispute may be referred, by either party, to an independent third party or the Commission for resolution by mediation, conciliation or arbitration.
- 7.2. During the dispute, work will continue in accordance with reasonable direction of the City.
 - 7.3. The parties to a dispute must first genuinely attempt to resolve the dispute at the workplace level by discussions between the employee or employees and relevant Leaders.

- 7.4. At any stage from Stage 1 onward, an Employee may appoint a representative for the purposes of the procedures in this clause. Such representative shall be entitled to be present at any meeting involving the matter raised by the Employee and shall be provided adequate time to consult with the affected Employee.
- 7.5. Where one or more parties to this Agreement request documentation and recording relevant to the matters raised by the Employee under this clause, then such records shall be produced and maintained and provided to all parties.

8. CONSULTATION

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

Major Change

- 8.2. For a major change referred to in sub-clause 8.1(a):
- (a) the City must notify the relevant Employees of the decision to introduce the major change; and
 - (b) sub-clauses 8.3 to 8.7 apply.
- 8.3. The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.
- 8.4. As soon as practicable after making its decision, the City must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the City is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the

relevant Employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the Employees; and
- (iii) any other matters likely to affect the Employees.

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

- 8.5.** The City must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.6.** If a clause in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 8.2(a), 8.3 and 8.4 are taken not to apply.
- 8.7.** In this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the City's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 8.8.** For a change referred to in sub-clause 8.1(b):
- (a) the City must notify the relevant Employees of the proposed change; and
 - (b) sub-clauses 8.9 to 8.13 apply.
- 8.9** The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.

8.10 As soon as practicable after proposing to introduce the change, the City must:

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

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

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

8.13 In this clause, **relevant Employees** means the Employees who may be affected by a change referred to in sub-clause 8.1.

9. APPOINTMENTS AND PROBATIONS

9.1 An Employee will be engaged on a probationary period, when employed at the City and notified in writing prior to engagement.

9.2 The probationary period will be for a period of three months, with a possible three month extension, up to a maximum probationary period of six months.

9.3 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 suitability and compatibility of the Employee working in the position.

9.4 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.

9.5 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.

9.6 If the City does not wish to appoint an Employee to continue in the position, they will be required to provide the Employee with one week's notice or payment in lieu.

10. NOTICE OF TERMINATION

10.1 The period of notice for Employees shall be:

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

10.1.1 In addition to the notice in sub-clause 10.1 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.

10.2 Payment in lieu of the notice prescribed in sub-clause 10.1 and sub-clause 10.1.1 shall be made if the appropriate notice period is given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the remainder of the notice period made.

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

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

10.5 The notice of termination required to be given by an Employee shall be the same as outlined in sub-clause 10.1, other than there shall be no additional notice based sub-clause 10.1.1.

10.6 If an Employee fails to give the required notice, the City shall have the right to withhold moneys due to the Employee with a maximum amount equal to the ordinary time rate of pay for the required period of notice not provided.

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

Employee shall be allowed up to 7.6 hours' time-off without loss of pay for the purpose of seeking other employment. The time off shall be taken after consultation and agreement with the City.

10.8 Transfer of Business

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

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

11 FULL TIME EMPLOYEES

A full time Employee means an Employee engaged to work an average of at least 76 ordinary hours per fortnight, in accordance with clause 16.

12 PART-TIME EMPLOYEES

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

12.4 Accrual of annual leave and absence through sickness for part-time Employees, pursuant to clause 20, clause 24 and clause 25, and/or any other appropriate clause providing such entitlements, shall be in the proportion of hours regularly worked each week bears to the full time hours.

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

12.6 A part-time Employee can be asked to work additional hours. The Employee will be paid at the ordinary hourly rate of pay for such additional hours. A part-time Employee becomes entitled to overtime where they have worked in excess of 76 hours in a fortnight.

13 CASUAL EMPLOYEES

13.1 A casual employee is an employee employed on a casual basis, with no guarantee of ongoing work. A casual employee may work on an irregular basis as needed.

13.2 A casual Employee shall be paid the ordinary hourly rate prescribed for the classification of work performed with the addition of a 25% casual loading, which will be paid in lieu of paid leave entitlements, redundancy and other benefits associated with permanent or full time employment.

13.3 A casual Employee will be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.

13.4 A casual Employee who works outside the ordinary hours of work prescribed by clause 16, shall be entitled to additional rates for ordinary hours of work in accordance with clause 17.

14 TEMPORARY EMPLOYEES

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

15 SALARY MODEL

15.1 A salary increase of 5%, will apply to the salaries in Appendix 1 from 1 July 2024.

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

16 HOURS OF WORK

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

16.2 On occasions, Employees may vary the starting and finishing times of their ordinary hours of work by agreement between the affected Employees and their Operational Leader, taking into account the hours that the Service Unit needs to be operational.

16.3 Employees shall be entitled to an unpaid meal break of a minimum period of 30 minutes no more than five consecutive 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.

16.4 The ordinary hours of duty of an Employee engaged as a street cleaning machine operator or gully educator driver, auto educator driver, may be worked on any or all days of the week Monday to Friday inclusive. Except in the case of shift Employees, such Employees shall work between the hours of midnight and 6pm provided that the spread of hours is altered by agreement between the City and the Employees concerned.

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

16.6 The ordinary hours of work shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours, where such

ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the City and the majority of Employees in the section or sections concerned.

16.7 Subject to the provisions of this sub-clause:

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

16.7.2 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.

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

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

16.9.1 Where the change of hours affects hours of work within one pay cycle, 48 hours' notice will be provided.

16.9.2 Where the change of hours affects hours of work for longer than one pay cycle, two weeks' notice will be provided.

16.9.3 Where the change of hours affects hours of work for longer than two pay cycles, four weeks' notice and by mutual agreement.

17 OVERTIME

17.1 Overtime means all work required by the City to be performed in excess of, or outside, the ordinary hours of work determined in accordance with clause 16.

17.2 Overtime shall be paid at either overtime rates or time off in lieu and paid at the appropriate penalty rates.

17.3 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.

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

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

- 17.4.2 Overtime worked on a Saturday after 12noon or on a Sunday shall be paid for at the rate of double time.
- 17.5** All work performed on a holiday as prescribed in clause 22 of this Agreement, shall be paid at the rate of double time and one half.
- 17.6** No overtime shall be worked without the approval of the Leader unless the urgency of the work is such that the approval cannot be gained until after the work is performed.
- 17.7** 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.
- 17.8** When an Employee is notified before or after leaving work of a recall to work after leaving the job, they shall be paid for at least three hours or for the actual hours worked, whichever is the greater, at overtime rates.
- 17.8.1 Time reasonably spent in getting to and from work shall be counted as time worked.
- 17.8.2 All call out work will be paid at double time except where the work is carried out on a public holiday in which case the Employee shall be paid double time and a half.
- 17.8.3 Multiple call outs during the one three-hour period will not result in additional payment for each call out.
- 17.8.4 Where the call out attracts a shift work penalty in accordance with clause 18, then that penalty rate shall also apply.
- 17.9** Where an Employee is required to attend a meeting outside of the ordinary hours of work, they will be paid a minimum of two hours work.
- 17.10** Subject to sub-clause 17.11, the City may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement.
- 17.11** An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (a) any risk to the Employee's health and safety;
 - (b) the Employee's personal circumstances including family responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the City, of the overtime and by the Employee, of his or her intention to refuse it; or
 - (e) Any other relevant matter.

18 SHIFT-WORK

- 18.1** Shift-work relates to regularly rostered ordinary hours worked outside of the standard ordinary working hours as defined in clause 16.
- 18.2** 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 18.4. All hours worked on weekends and on holidays as defined at clause 22, shall be paid at penalty rates, in accordance with sub-clause 18.5.
- 18.3** Shift rosters can only be changed by the mutual consent of the City and a majority, of the affected Employees.
- 18.4** For the purpose of this agreement the following shift definitions shall apply:
- **“Day shift”** means any shift starting at or after 6am and finishing at or before 6pm.
 - **“Afternoon shift”** means any shift finishing after 6pm and at or before midnight.
 - **“Night shift”** means any shift finishing after midnight and at or before 7am.
- 18.5** All work performed on a rostered shift, when the major portion of such shift falls on a Saturday, Sunday or a public holiday shall be paid penalty rates as follows:
- | | |
|---------------------|---|
| (a) Saturday | at the rate of time and one half |
| (b) Sunday | at the rate of time and three quarters |
| (c) Public Holidays | at the rate of double time and one half |
- 18.6** A continuous shift Employee who is not required to work on a holiday which falls on their RDO shall be allowed a day’s leave with pay to be added to annual leave or taken at some other time if the Employee so agrees.
- 18.7** 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.
- 18.8** Where a shift commences at or after 11pm on any day, the whole of that shift shall be deemed, for the purposes of this Agreement, to have been worked on the following day.
- 18.9** Where any particular process is carried out in shifts other than day shifts, and less than five consecutive afternoon or night shifts are worked on that process, then Employees employed on such afternoon or night shifts shall be paid at overtime rates.
- 18.10** The sequence of work shall not be deemed to be broken under the preceding clause by reason of the fact that work on the process is not carried out on a Saturday or Sunday, or any holiday.

19 TRAINING, DEVELOPMENT AND MULTI-SKILLING

- 19.1** The City is committed to developing a highly skilled and flexible workforce.
- 19.2** The City believes that quality training and development provides all Employees with the opportunity to contribute more effectively by developing their particular abilities and skills relevant to their role and responsibilities and is integral to the City's performance and reputation.
- 19.3** The City is committed to training and development which:
- (a) encourages and assists all Employees to develop their skills and knowledge to improve individual and organisational performance and job satisfaction relevant to the Employee's role and responsibilities;
 - (b) assists the City to achieve its strategic objectives;
 - (c) ensures equitable access for all Employees to development opportunities appropriate to the individual's needs;
 - (d) promotes voluntary participation, except where required for organisational, legislative, industrial, or health and safety reasons;
 - (e) recognises the development of Employees as a joint responsibility shared by Employees, Operational Leaders, Leaders, NULs and the City; and
 - (f) provides Educational Study Assistance in accordance with the City's Study Assistance Management Procedure.
- 19.4** Employees have a clear responsibility to maintain an adequate skill level and to maintain adequate performance in their current position and, to be ready to assume further responsibilities. In recognition of the benefits of Employees' development to the individual as well as the City, Employees are encouraged to:
- (a) seek opportunities to upgrade the skills and knowledge required in their current position; and
 - (b) use constructively the Performance Development process to identify Employee development needs and opportunities with their Leader.
- 19.5 Job Transfers and Rotations**
- 19.5.1** Subject to mutual agreement between the City and Employees, Employees may be rotated or transferred to alternative duties, either permanently, or temporarily, (in consultation with the Employee) and may be supported by relevant learning and development. The objective is to encourage a flexible use of the City's workforce, support the Service Unit needs and to support multi-skilling.
- 19.5.2** Employees benefit from the opportunity to develop and enhance their skills. An Employee, who seeks to work in an alternative area or develop new skills through job rotation, should discuss

opportunities with their Leader or raise their interest at the time of their performance development review.

- 19.5.3 Where management identifies a job transfer or rotation opportunity, the Employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions they will be performing.
- 19.5.4 Where a temporary rotation of three months or more in duration is to occur, the Employee will be provided with written notification of the rotation. On expiry of the rotation, the Employee will have a performance development meeting conducted, providing feedback to the Employee on their performance and identifying skills and experience the Employee has developed.
- 19.5.5 Where a permanent transfer is to occur, the affected Employee will be consulted and provided with the opportunity to discuss the impact of the transfer and any concerns they may have.
- 19.5.6 The Employee will receive the appropriate rate of pay for the times they will be performing for the period of the rotation or transfer however, not a lesser amount than their normal pay unless the Employee has opted to take a lower paid position.

19.6 Multi-skilling

- 19.6.1 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.
- 19.6.2 The aim of multi-skilling is to create flexibility amongst Employees so the operation of the City will not be affected when Employees are away from the workplace either for training and development courses, absences or any other leave purposes.
- 19.6.3 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.
- 19.6.4 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.
- 19.6.5 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.

20 ANNUAL LEAVE

20.1 Entitlement

- 20.1.1 An Employee is entitled to five weeks annual leave with pay for each 12-month period worked.
- 20.1.2 Annual leave will accrue on a daily basis and Employees are entitled to take annual leave during a pro-rata period.
- 20.1.3 An Employee is not entitled to take annual leave that has not been credited.
- 20.1.4 An Employee is not permitted to have a negative annual leave balance.
- 20.1.5 Employees considered shift-workers in accordance with clause 18 will be entitled to an extra week of annual leave (five weeks).

20.2 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 of up to two weeks may apply to have their salary paid in advance.

20.3 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.

20.4 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 20.2.

20.5 Absence from Work

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

20.6 Taking of Leave

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

Employee.

20.6.2 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.

20.6.3 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.

20.7 Christmas Closedown

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

20.8 Leave without Pay

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

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

20.9 Casual Employees

Casual Employees are not entitled to annual leave.

20.10 Cashing out of Annual Leave

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

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

- (a) the Employee has taken at least 10 days annual leave in the preceding 12 months;
- (b) a balance of at least four weeks leave must be remaining after the cashing out is completed; and
- (c) once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements.

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

21 LONG SERVICE LEAVE

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

21.2 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 (Regulations)* (excluding any content prohibited under industrial legislation during the life of this Agreement). The following sub-clauses provide a summary of those provisions.

21.3 Cashing out of Long Service Leave

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

21.4 Taking Leave

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

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

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

21.5 Payment of Leave

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

21.6 Leave on Double Pay

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

21.7 Leave on Half Pay

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

21.8 Public Holidays

If a prescribed public holiday falls within an Employee's period of long service leave and the Employee would normally be rostered on that day, then the Employee's long service leave is to be extended by a day.

21.9 Termination of Employment

Where the service of an Employee, who has previously become entitled to long service leave, is terminated by the City in any circumstances other than for serious and wilful misconduct and the Employee does not, within the timeframe stated in sub-clause 10.1, whichever is the longer, enter the service of another WA Local Government the Employee shall be entitled to payment of the accrued leave and the Employee will no longer be entitled to take the leave.

21.10 Portability of Long Service Leave

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

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

- (a) any absence of the Employee from duty if leave of absence has been granted by the City;
- (b) the absence of the Employee on account of national service if the period of absence is deemed to be included in the service of the Employee for the purpose of these regulations;
- (c) there being a period of time between the Employee leaving the service of one WA Local Government and entering the service of another WA Local Government if the period is used for recreation leave or as travelling time and does not exceed the period in respect of which payment has been made by the first- mentioned WA Local Government in lieu of the Employee's accrued and pro-rata leave entitlements; or two weeks whichever is the longer.

21.10.3 Each WA Local Government will be responsible for the payment of long service leave accrued whilst the Employee was employed with them and will, upon receipt of the invoice from the

current WA Local Government employer pay the proportion of long service leave accrued while in their employ.

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

21.11 Absence from Work

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

21.12 Workers Compensation

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

22 PUBLIC HOLIDAYS

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

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

22.1.2 the following days, as prescribed in Western Australia, Australia Day, Anzac Day, Celebration Day (King's Birthday), Labour Day and Western Australia Day or their substituted day; and

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

22.2 Holidays in Lieu

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

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

22.2.3 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.

22.3 Working on Public Holidays

22.3.1 Where an Employee is required to work on a public holiday, including Easter Sunday they will be paid for all time worked at the rate of double time and one half.

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

22.3.3 If an Employee is not rostered to work on a public holiday, but is recalled to work on that day, the Employee is entitled to be paid a minimum of three hours work or for the actual hours worked whichever is the greater at the appropriate penalty rate. Time reasonably spent travelling to and from work shall be counted as work time.

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

22.4 Substitute Days

22.4.1 The City, with the agreement of the affected Employee, may substitute another day for any prescribed in sub-clause 22.1.1.

22.4.2 An agreement pursuant to sub-clause 22.3.1 shall be recorded in writing and be available to every affected Employee.

22.4.3 Where a public holiday falls on an Employee's RDO, then the Employee will receive one day in lieu.

23 WELLNESS DAY

23.1 Employees (other than casual employees) are entitled to one day of paid wellness leave per calendar year. This is intended as a day for Employees to focus on activities that support their personal health and wellbeing however Employees are not required to disclose their reasons for accessing this leave. Employee requests for wellness leave will not be unreasonably refused but the taking of this leave remains subject to operational requirements. Wellness leave does not accrue from year to year and is to be taken during the calendar year in which it arises.

24 PERSONAL LEAVE

24.1 Paid personal leave is available to an Employee when they are absent on:

24.1.1 paid leave (personal leave) taken by an Employee because of a personal illness, or injury; or

24.1.2 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) an illness, or injury, of the member; or
- (b) an emergency affecting the member.

24.2 Entitlement

- 24.2.1 Upon commencement, an Employee will be credited with 10 day's personal leave.
- 24.2.2 A full-time Employee is entitled to receive up to 76 hours personal leave per annum credited to them on a daily basis. A part-time Employee is entitled to personal leave for the hours they are contracted to work proportional to a full-time Employee.
- 24.2.3 An Employee is not entitled to go into negative sick leave nor can they apply for sick leave in advance.
- 24.2.4 If an Employee does not exhaust all their personal leave entitlements in the accrual year, then the balance will be carried forward to the following year.
- 24.2.5 A casual Employee is not entitled to personal leave except as defined at sub-clause 24.3.

24.3 Casual Employees

- 24.3.1 Subject to evidentiary and notice requirements contained within this clause, casual Employees shall be entitled to be absent or to leave work for emergencies, birth of a child, death of an immediate family, or household member, for family care purposes.
- 24.3.2 The period of absence shall be agreed between the City and Employee or, failing agreement, shall be up to two days unpaid personal leave per occasion.
- 24.3.3 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.

24.4 Immediate Family or Household Members

- 24.4.1 The entitlement to personal leave for caring or support purposes in accordance with sub-clause 24.1.2 is subject to the person in respect to who the leave is being taken being either:
 - (a) a member of the Employee's immediate family;
 - (b) a member of the Employee's household; or
 - (c) someone with who the Employee has a special relationship (evidence of this special relationship may be requested by the Leader prior to deciding on the leave request).
- 24.4.2 The term immediate family includes:
 - (a) spouse or former spouse;
 - (b) de-facto partner or former de facto spouse;

- (c) child;
- (d) parent;
- (e) grandparent;
- (f) grandchild;
- (g) sibling; or
- (h) child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner).

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

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

24.5 Evidence

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

24.5.2 If evidence is required, a medical certificate, statutory declaration or other appropriate documentation will be considered appropriate.

24.6 Notice of Intent to Take Personal Leave

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

24.6.2 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.

24.6.3 If contact is not made within this time, the City will try to contact the Employee by telephone (both home and mobile). If contact cannot be made, the Employee's emergency contacts will be contacted to advise that the Employee has not arrived at work. This is to ensure the safety of the Employee.

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

24.7 Workers Compensation

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

24.8 Personal Leave during Annual Leave

24.8.1 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.

24.8.2 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).

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

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

24.9 Unpaid Personal Leave

Where an Employee has exhausted their paid entitlement they shall be entitled to unpaid carers leave for the purposes defined in sub-clause 24.1.2. 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 24.5 and 24.6.

24.10 Leave for Special Circumstances

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

This entitlement will only apply to Employees who need to provide care for a terminally ill family member or in other exceptional circumstances. To access this entitlement a letter from a medical practitioner needs to be submitted to the City, detailing:

- (a) the name of the person requiring care and their relationship to the Employee;

- (b) an estimated time the Employee is required to provide that care; and
 - (c) any other matters that may assist the City to determine the Employee's entitlement to the leave.
- 24.10.2 An Employee may use their accrued personal leave for ceremonial purposes, bereavement leave or to attend to a personal emergency, subject to satisfactory evidence being provided.
- 24.10.3 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.

24.11 Portability of Personal Leave

- 24.11.1 An Employee may request a letter detailing their current balance of personal leave, upon termination, to present to their new Local Government employer. It will be at the discretion of the new Local Government employer if they accept and allow the transfer of personal leave credits.
- 24.11.2 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 21.10.2.
- 24.11.3 The City will require a letter from the previous WA Local Government authority outlining the Employee's service and their current balance of personal leave on termination.

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 personal leave purposes.

24.13 Payout of Personal Leave

- 24.13.1 This sub-clause does not apply to Painters, Carpenters and Leading Hand Carpenters classified at Level E or F, or employees classified at Level G.
- 24.13.2 The following proposal has been developed to reward the City's permanent Employees who, by their continued presence on a day to day basis, contribute to the smooth running of routine tasks by providing a person power and expertise without exploiting personal leave provisions and thereby the goodwill of fellow Employees united commitment to team objectives.

24.13.3 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

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

25 BEREAVEMENT LEAVE

25.1 An Employee can access two days bereavement leave on each occasion when a member of an Employees immediate family or household:

- (a) dies; or
- (b) contracts or develops a life-threatening illness or injury; or
- (c) if an Employee or their current spouse or de facto partner has a miscarriage

25.2 Bereavement leave may be taken either in a two-day block or single days depending on the Employee's preference.

25.3 The City may in some circumstances request the Employee provide evidence of the relationship to the person who requires care.

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

25.5 Where a family or household member dies outside of Australia, an Employee shall be entitled to three paid days absence per occasion.

26 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees, including casuals, are entitled to 10 days' paid family and domestic leave, in accordance with the National Employment Standards in the *Fair Work Act 2009* and up to five unpaid days of family and domestic violence leave in accordance with MCE, in a 12 month period.

27 PARENTAL LEAVE

27.1 The provisions of this clause apply to full-time Employees, part-time Employees and eligible casual Employees.

27.2 Subject to the terms of this clause, Employees are entitled to parental leave and to work part time in connection with the birth or adoption of a child.

27.3 Definitions

27.3.1 For the purpose of this clause **“child”** means a child of the Employee under school age except for adoption of a child where 'child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.

27.3.2 **“eligible casual employee”** means a casual employee:

- (a) Employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) Who has, but for the pregnancy or decision to adopt, a reasonable expectation of ongoing employment.

27.3.3 **“Employee couple”** means two employees that are spouse or de facto partner of the other.

27.3.4 Subject to sub-clause 27.3.5, in this clause, **“spouse”** includes a de facto or former spouse.

27.3.5 In relation to sub-clause 27.6, **“spouse”** includes a de facto spouse but does not include a former spouse.

27.3.6 **“Primary Care Giver”** is the Employee who has, or will have, the primary responsibility to care for a child.

27.4 Basic Entitlement

After 12 months' continuous service, Employees are entitled to a combined total of 52 weeks' parental leave on a shared basis in relation to the birth or adoption of their child if the Employee has or will have the responsibility of caring for the child. For the purposes of the qualifying period set out in this clause, the 12 months' continuous service is calculated with reference to the proposed date of commencement of the

parental leave.

27.5 Paid Parental Leave

27.5.1 Full time and part-time Employees who will be the Primary Care Giver of a newborn or newly adopted child, and who have not received payment under sub-clause 27.5.2 are entitled to have up to 12 weeks of parental leave as set out in sub-clause 27.4, paid on the basis of the Employee's length of continuous service as follows:

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

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

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

- 27.5.2 An Employee is entitled to two weeks paid partner leave, to be taken within 12 months of the birth or adoption of the child, subject:
- (a) having been employed by the City with at least 12 months' continuous services at the time of the birth or adoption;
 - (b) the partner being the Primary Care Giver of the newborn or newly adopted child; and
 - (c) not having received payment under sub-clause 27.5.1.
- 27.5.3 Paid parental leave is calculated on the base rate of pay based on contractual hours.
- 27.5.4 All existing entitlements will accrue during the period of paid leave.
- 27.5.5 Paid parental leave can be taken at half pay (i.e. up to 24 weeks leave).
- 27.5.6 Subject to sub-clause 27.5.1, while parental leave is to be available to only one parent at a time, both members of an Employee Couple may simultaneously take:
- (a) an unbroken period of up to eight weeks unpaid leave at the time of the birth of the child, which may include separate periods provided each period is not shorter than two weeks;

- (b) for adoption leave, an unbroken period of up to eight weeks' unpaid leave at the time of placement of the child; and
- (c) notwithstanding the above, any Employee may request up to eight weeks' unpaid leave for an Employee who has or will have a responsibility to care for a child.

27.6 Application for Parental Leave

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

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

27.6.2 When the Employee gives notice under sub-clause 27.6.1, the Employee must also provide a written notice stating particulars of any period of parental leave sought or taken by their spouse and that for the period of parental leave they will not engage in any conduct inconsistent with their contract of employment.

27.6.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

27.6.4 Subject to sub-clauses 27.5.1 and 27.6, 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.

27.6.5 Where an Employee is pregnant or has been and continues to work within the six-week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, the City may require the employee to provide a medical certificate stating that they are fit to work on their normal duties.

27.7 Special Parental Leave

27.7.1 An eligible Employee is entitled to take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary if the Employee is not fit for work because:

- (a) of a pregnancy-related illness; or
- (b) they have been pregnant, and;
 - (i) the employee's pregnancy ends after at least 12 weeks because of miscarriage or termination; or
 - (ii) the infant is stillborn.

27.7.2 Where the pregnancy of an Employee who is not on parental leave at the time, terminates after 12 weeks other than by the birth of a living child, then the Employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.

27.7.3 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special parental leave.

27.7.4 An Employee must give the City notice they are taking special parental leave, including the expected period of leave, as soon as possible (which may be after the leave has started).

27.8 Adoption leave

27.8.1 The Employee will notify the City at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.

27.8.2 An Employee may commence adoption leave prior to providing such notice where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

27.8.3 Before commencing adoption leave, an Employee will provide the City with a statutory declaration stating:

- (a) the Employee is seeking adoption leave to become the primary caregiver of the child;
- (b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- (c) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

27.8.4 The City may require an Employee to provide confirmation from the appropriate government authority of the placement.

27.8.5 Where the placement of child for adoption with an Employee does not proceed or continue, the Employee will notify the City immediately and the City will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

27.8.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

27.8.7 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the City should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the City may require the Employee to take such leave instead.

27.9 Variation of Period of Parental Leave

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

27.10 Parental Leave and Other Entitlements

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

27.11 Transfer to a Safe Job

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

27.11.2 If the transfer to a safe job is not practicable, the Employee may elect to commence parental leave until the City finds alternative duties or as certified as necessary by a registered medical practitioner.

27.11.3 This paid leave will be deemed as "No Safe Job Leave" and will be paid on ordinary time earnings only. No Safe Job Leave ends when the period of unpaid parental leave starts (or paid parental leave starts in the case of Employees working with the City for more than 12 months).

27.12 Returning to Work after a Period of Parental Leave

27.12.1 An Employee will notify the City of their intention to return to work after a period of parental leave at least four weeks prior to

the expiration of the leave.

- 27.12.2 An Employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job under sub-clause 27.11, the Employee will be entitled to return to the position they held immediately before such transfer.
- 27.12.3 Where the position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position comparable in status and pay to their former position.
- 27.12.4 An Employee may request part-time work until their child reaches school age. Approval will be dependent on operational requirements.
- 27.12.5 An Employee may request an extension of their unpaid parental leave of up to a further 12 months, provided the Employee notifies their Leader no less than eight weeks before the expiry of the initial 52 week parental leave, as set out in sub-clause 27.4.

27.13 Replacement Employees

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

27.14 Communication during Parental Leave

- 27.14.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the City shall take reasonable steps to:
 - (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee is entitled to return to after parental leave; and
 - (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee is entitled to return to after parental leave.
- 27.14.2 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.

- 27.14.3 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 27.14.1.

27.15 Re-engagement of Casual Employees

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

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

27.16 Government Paid Parental Leave Scheme

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

28 EMPLOYMENT QUALIFICATIONS

28.1 Renewal of Qualification

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

28.2 Driver's Licence

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

- (a) alternative duties;
- (b) paid leave; and/or
- (c) leave without pay.

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

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

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

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

29 PURCHASE OF ADDITIONAL LEAVE

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

30 WORK HEALTH AND SAFETY

30.1 The City is committed to implementing an effective and comprehensive occupational safety and health program and will comply with the *Work Health and Safety Act 2020* or any subsequent replacement legislation.

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

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

30.4 This cooperation will include although not be limited to the following:

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

30.5 Each Employee acknowledges their personal responsibility to be fit for

work and to work in a safe manner. Employees also acknowledge that they need to have an active interest in their own personal safety, and that of their fellow Employees and other people on the worksite.

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

31 SUPERANNUATION AND SALARY PACKAGING

31.1 Superannuation

- 31.1.1 Employees will have freedom of choice to nominate one or more complying superannuation funds or schemes. The City will not unreasonably refuse to act on such request made at any time during employment. Any accepted request is binding until the City and Employee mutually agree to change the complying fund or scheme.
- 31.1.2 The City will notify the Employee of the entitlement to nominate one or more complying superannuation funds or schemes for contributions upon commencement of employment.
- 31.1.3 Should the Employee not specify a complying superannuation scheme or fund, the City will make superannuation contributions on the Employee's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992* and this Agreement, into its default fund, Aware Super.
- 31.1.4 Until the Employee notifies the City of their nominated complying fund or scheme at any point during their employment, superannuation contributions will be paid to Aware Super.
- 31.1.5 In the event an Employee self-contributes, the City will match the additional contribution, up to a maximum of 15% (compulsory plus additional) into its default fund subject to the Employee's nomination consistent with subclauses 31.1.1 and 31.1.4.

31.2 Salary Packaging

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

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

31.3 Workers' Compensation

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

32 REDUNDANCY

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

32.1 Job Transfer

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

32.2 Communication

Where a definite decision has been made by the City that results in a position being made redundant, the City will discuss the matter with the affected Employee 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.

32.3 Support Services

The following support services will be made available to Employees who are affected by redundancy and who do not accept a Voluntary Severance Package in accordance with sub-clause 32.4.4:

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

32.4 Process

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

Alternative Employment

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

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

- 32.4.2 Should the City after a period of up to four months (redeployment period) be unable to provide two offers of suitable alternative employment, then the provisions of sub-clause 32.4.4 will apply. However, should the Employee refuse two offers of suitable alternative employment, then the provisions of sub-clause 32.4.5 will apply.

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

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

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

Voluntary Severance Package

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

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

Redundancy Package

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

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

32.5 Employee Leaving During Notice Period

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

33 COMMITMENT TO PERMANENT EMPLOYMENT

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

33.2 The City is committed to a policy of employing permanent full-time Employees over temporary or casual Employees or persons employed through a third party, unless the nature of the work, operational requirements or seasonal variations necessitates the employment of casual or temporary Employees.

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

33.3.1 is of a short term nature;

33.3.2 is not able to be arranged so that it can be offered to a permanent employee (full time or part time); and/or

33.3.3 management will review all temporary employees after 12

months continuous service with a view to making these Employees permanent, provided that the work is likely to be ongoing.

- 33.4** After a period of 12 continuous months, casual Employees who can demonstrate rosters where they have worked the same hours and the same days for the prior six-month period, will be offered permanent employment, unless the coverage was for a specific purpose or there is a substantive holder of the position.

34 ALLOWANCES

34.1 Fares and Travelling Time

- 34.1.1 The City shall reimburse all reasonable travelling expenses incurred by the Employee in the discharge of their duties upon claiming. The method and mode of transport or travelling shall be mutually agreed. An Employee who, on any day, or from day to day, is required to work at a job away from their usual headquarters, depot or other workplace shall, at the direction of the City, present themselves for work at such job, at the usual starting time.
- 34.1.2 An Employee to whom sub-clause 34.1.1 applies shall be paid at ordinary rates plus any appropriate penalties and loadings for the time spent in travelling between their home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between their home and their usual workplace.
- 34.1.3 An Employee who, with the approval of the City, uses their own means of transport for travelling to or from outside jobs, shall be reimbursed the excess fares and paid travelling time which the Employee would have incurred in using public transport unless the Employee has an arrangement with the City for a regular allowance.
- 34.1.4 For travelling during working hours from and to the City's headquarters, depot or other workplace, or from one job to another, an Employee shall be paid by the City at ordinary rates plus any appropriate penalties and loading. The City shall reimburse all fares and reasonable expenses in connection with such travelling.

34.2 Higher Duties

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

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

34.3 Meal Allowance

- 34.3.1 Subject to the provisions of sub-clause 34.3.2(a), an Employee required to work overtime for more than two hours shall be paid \$13.17 for a meal and, if an additional four hours of overtime worked, a second or subsequent meal is required they shall be paid \$8.55 for each meal so required. This shall not apply where meals are provided by the City at the City's cost.
- 34.3.2 The provisions of sub-clause 34.3.1 do not apply:
- (a) in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that they will be required; or
 - (b) to any Employee who lives in the locality in which the place of work is situated in respect of any meal for which they can reasonably go home.
- 34.3.3 If an Employee to whom sub-clause 34.3.2(a) applies has, as a consequence of the notification referred to in that paragraph, provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, they shall be paid, for each meal provided and not required, the appropriate amount prescribed in sub-clause 34.3.1.

34.4 Special Rates

- 34.4.1 All Employees engaged on fire-fighting duties shall be paid at the rate of \$0.65 per hour in addition to their ordinary rate of wage for the time so employed.
- 34.4.2 All Employees working in shafts, trenches or excavations shall

be paid the following monies in addition to their ordinary rate of wage:

- (a) when working between 1.8 metres and 6.1 metres below the surface, the amount of \$3.17 per day; or
- (b) when working more than 6.1 metres below the surface, the amount of \$4.47 per day.

34.5 Mileage Allowance

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

34.6 Adjustment of Rates

The rates prescribed in sub-clauses 34.3 and 34.4 will be further adjusted in line with movements of the Perth CPI for the September quarter.

35 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 35.1** The City shall where necessary and relevant provide Employees with all protective clothing and equipment required, including safety glasses.
- 35.2** Employees must at all times, wear or use the appropriate safety clothing or equipment as required to carry out the specific task.
- 35.3** Where any clothing is provided by the City it shall remain the property of the City.
- 35.4** The Employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the City, outside of rostered ordinary hours of work.
- 35.5** The employee is responsible for the care and safekeeping of all clothing and equipment issued and all protective clothing and equipment shall be replaced on a fair wear and tear basis.
- 35.6** The City shall provide protective footwear relevant to the safety requirements and general working conditions and such footwear will be replaced on a fair wear and tear basis.

36 WITNESS/JURY DUTY

- 36.1** An Employee required to serve on a jury or as a witness, shall as soon as practicable, after being summoned to serve, notify their Leader.
- 36.2** An Employee required to serve on a jury or as a witness shall be granted leave of absence on full pay, but only for such period as is required to enable the Employee to carry out duties as a juror or witness.

36.3 An Employee granted leave of absence on full pay as prescribed in this clause is not entitled to claim or retain any jurors' fees.

37 DEFENCE FORCE RESERVES LEAVE

37.1 The City will grant leave of absence for the purpose of Defence service to an Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.

37.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.

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

37.4 Paid Leave

37.4.1 An Employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for Defence service, subject to the conditions set out in this clause.

37.4.2 Part-time Employees shall receive the same paid leave entitlements as full time Employees, but payment shall only be made for those hours that would normally have been worked but for the leave.

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

37.4.4 Casual Employees are not entitled to paid leave for the purpose of Defence service.

37.4.5 An Employee is entitled to paid leave for a period not exceeding 15 days on full pay in any period of 12 months commencing 1 July in each year.

37.4.6 An Employee is entitled to a further period of leave, not exceeding 16 calendar days, in any period of 12 months commencing on July 1 in each year. Pay for this leave shall be at the rate of the difference between the normal remuneration of the Employee and the Defence Force payments to which the Employee is entitled, if such payments do not exceed normal salary. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and RDO is to be excluded, and no account is to be taken of the value of any board or lodging provided for the Employee.

37.5 Unpaid Leave

37.5.1 Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in sub-clause 37.4 of this clause shall be unpaid.

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

37.6 Use of Other Leave

37.6.1 An Employee may elect to use long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.

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

38 EMERGENCY SERVICE LEAVE

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

39 USE OF GPS TECHNOLOGY

39.1 GPS technology will allow the City to conduct its business in a more streamlined and effective manner, whilst also providing a safety mechanism for Employees who may be working in isolated areas.

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

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

39.3 The City will advise any Employee, and obtain approval from that Employee, for the use of (or access to the information for specified purposes) any information obtained from the GPS technology, (which is considered above and beyond that which is detailed in sub-clause 39.2) and is relevant to that Employee.

39.4 The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to sub-clause 39.3, with the permission of the Employee, will remain confidential and will only be distributed to those Employees who require the information, including the Leader, NUL, Executive and the City's People and Culture team.

39.5 Consent in relation to the GPS policy for new Employees will be obtained via their contract of employment.

39.6 This clause cannot override any legislation contained in the *Surveillance Devices Act 1998*.

40 EMPLOYEE INITIATED PHASED IN RETIREMENT

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

40.1 Full time permanent Employees may apply to convert to a temporary part-time contract for a period of between one to two years, as a transitional arrangement prior to retiring from the City. Such application will require agreement by the City and will be subject to:

- (a) the Employee having been employed at the City for at least 10 years' continuous service;
- (b) satisfactory performance reviews;
- (c) operational requirements; and
- (d) health and safety implications.

40.2 The City will continue to pay statutory superannuation contributions based on full-time hours for the period of the temporary part-time contract.

40.3 All leave accruals will accrue on the part-time hours from the commencement date of the temporary contract.

40.4 An Employee may defer the taking of all or part of their long service leave entitlement upon entering into an arrangement under this clause.

40.5 Employees are expected to work the normal range of duties for their classification during the period of part-time work.

40.6 The Employee is responsible for seeking financial advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.

40.7 The City is under no obligation to reinstate the Employee's employment should the Employee change their mind.

40.8 The Employees request to enter into this arrangement must be made in writing and must stipulate the Employee's nominated date of retirement. The Employee's Leader will provide a written response to the Employee within four weeks of receipt of the request. Where such a request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

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 \$8.46 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 15. This payment will not be made during the time an Employee is on call-out.

- 41.3** A roster shall be created in consultation with the affected Employees who possess the relevant knowledge to perform the duty. This roster will be issued to the Employees. The Employees shall work in accordance with the roster.
- 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 an RDO. If an Employee identifies that they are on-call during the week of their RDO or are requesting leave, then the Employee is required to advise their Operational Leader, and:
 - (a) If an Employee needs to change their roster, then they are to arrange for a suitable replacement.
 - (b) The Operational Leader will need to approve the variation to the roster prior to the change occurring.
- 41.6** All Employees while on-call shall maintain themselves in accordance with the City's Fitness for Work Procedure.
- 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 minimum period will not result in additional payments for each call-out.
- 42.3** Employees will be paid for call-out at the rate of double time or double time and one half on public holidays for work undertaken as a result of an after- hours call-out which requires the Employee to leave home and attend to work, and shall be paid from the time the Employee leaves home to the time the Employee returns home.

- 42.4** While on call-out duties, Employees shall take no action that may put themselves or the general public at risk of injury or physical threat.
- 42.5** Where an Employee is called out whilst attending a camp, retreat or other weekend service, the Employee will be paid a minimum of one hour in call out payments at the overtime rates.
- 42.6** 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.
- 42.7** In support of the City's Fitness for Work Procedure, an Employee who attends on site to a call-out between the hours of 11pm and 5am, will amend their starting time in accordance with sub-clause 16.6.

43 PERFORMANCE REVIEWS

- 43.1** An annual performance review will be undertaken with all Employees. The performance reviews will be conducted with the Employee and their Operational Leader or Leader.
- 43.2** The performance review shall be confidential and without limiting the scope it is intended to identify:
- (a) Any new or enhanced skills required by the Employee, if any, together with proposed competency levels required to perform the position.
 - (b) Any development and expansion anticipated by the Leader for the Employee in both the long term and short term.
 - (c) The current training needs to be undertaken to meet the position objectives and to enable the Employee to meet the standards of the existing classification level.
 - (d) Career development.
 - (e) The performance objectives required.
 - (f) Current performance level.
 - (g) An Employee can request at this time a salary and/or classification review.
- 43.3** Following a satisfactory performance review, and obtaining the relevant skills outlined in the classification structure (Appendix 2), an Employee will be eligible for an annual increment, on or after the first full pay period commencing 1 October each year, providing the Employee commenced employment before 1 April that year. Where an Employee who commenced on or after 1 April, the Employee will be eligible for consideration for an increment in the following year, payable from the first full pay period on or after 1 October of that year.

44 TRAINEESHIPS

All trainees will be paid in accordance with the WAIRC General Order – Wage structures for school-based and part-time apprentices (2007) WAIRC 00382.

45 ANTI-DISCRIMINATION

45.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination based on the grounds in the *Equal Opportunity Act 1984*, *Racial Discrimination Act 1975*, *Disability Discrimination Act 1992*, *Sex Discrimination Act 1984* and *Age Discrimination Act 2004*.

45.2 Accordingly, in fulfilling their obligations under the Disputes Resolution Procedure at clause 7, 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 anti-discrimination legislation in the State of Western Australia and the Commonwealth.

45.3.2 An Employee, the City or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission or 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 WORKPLACE 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 Employees, resources and training necessary to represent Employees in workplace relations issues, at the discretion of the CEO.

47.2 This may include, for example, Work Health and Safety Representatives and Union Representatives.

AGREEMENT OF PARTIES

Signatories; EXECUTED by the parties:

We the undersigned, duly recognise the binding nature of this agreement as provided by the *Industrial Relations Act 1979*.

EMPLOYER REPRESENTATIVE

For and on behalf of the City of Wanneroo, 23 Dundobar Road, Wanneroo, WA 6065

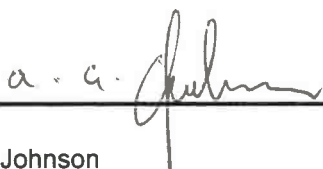


Signed
Bill Parker
Chief Executive Officer

Date **13.01.2025**

UNION REPRESENTATIVE

For and on behalf of the LGRCEU, PO Box 183, Leederville, WA 6007



Signed
Andrew Johnson
Secretary

Date **14th January 2025**

UNION REPRESENTATIVE

For and on behalf of the CFMEUW, Trades Hall, 80 Beaufort Street, Perth 6004



Signed
Michael Buchan
Secretary

Date **15/01/2025**

UNION REPRESENTATIVE

For and on behalf of the WASU, Kenafick House, 102 East Parade, East Perth 6004



Signed
~~Wayne W Wood~~ **JILL HUGO**
Assist Secretary

Date **13/1/2025**

Appendix 1 – SALARY SCHEDULE

Classification Level	Current Salary as at 1/07/2023	5% Salary Increase (from 1 July 2024)
Level A.1	\$57,293	\$60,158
Level A.2	\$58,555	\$61,483
Level A.3	\$59,227	\$62,188
Level A.4	\$61,454	\$64,527
Level B.1	\$62,126	\$65,232
Level B.2	\$62,778	\$65,917
Level B.3	\$63,470	\$66,644
Level C.1	\$64,141	\$67,348
Level C.2	\$64,819	\$68,060
Level C.3	\$66,216	\$69,527
Level D.1	\$67,398	\$70,768
Level D.2	\$69,083	\$72,537
Level D.3	\$70,792	\$74,332
Level E.1	\$74,110	\$77,816
Level E.2	\$77,480	\$81,354
Level E.3	\$79,297	\$83,262
Level F.1	\$84,216	\$88,427
Level F.2	\$84,928	\$89,174
Level F.3	\$85,640	\$89,922
Level G.1	\$87,586	\$91,965
Level G.2	\$89,723	\$94,209
Level G.3	\$91,859	\$96,452

Appendix 2 – CLASSIFICATION SCHEDULE

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

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL B1 – GENERAL HAND

(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

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

JOB REQUIREMENTS

Attributes

Capable of physical manual labour	Capable of physical manual labour
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Accreditations

Traffic Control First Aid Variety of light plant Manual hand tools OSH Management	Basic Traffic Management First Aid (Desirable) Variety of light plant Manual hand tools OSH (induction) and Safety Awareness Card (Blue or White Card)
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CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL B.2 and B.3- GENERAL HAND

(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL B. 2 and B.3 - GENERAL HAND

(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

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

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

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

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL D – LEADING HAND

(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

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

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL E – SENIOR LEADING HAND

(PARKS, ENGINEERING CONSTRUCTION/MAINTENANCE)

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

CLASSIFICATION SCHEDULE – OPERATIONAL WORKERS

LEVEL E - SENIOR LEADING HAND

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

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

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

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