



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Wanneroo
(AG2022/3201)

CITY OF WANNEROO SALARIED OFFICERS ENTERPRISE AGREEMENT 2022

Local government administration

DEPUTY PRESIDENT BELL

MELBOURNE, 18 AUGUST 2022

Application for approval of the City of Wanneroo Salaried Officers Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *City of Wanneroo Salaried Officers Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by City of Wanneroo. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[3] Concerns were raised by an employee, who wished to remain anonymous, around the bargaining process for the proposed agreement. The Employer was given the opportunity to provide a response to the concerns raised. I was satisfied with the response provided and I advised the employee of such.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[5] The Australian Municipal, Administrative, Clerical and Services Union (ASU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[2022] FWCA 2829

[6] The Agreement was approved on 18 August 2022 and, in accordance with s.54, will operate from 25 August 2022. The nominal expiry date of the Agreement is 30 September 2024.



DEPUTY PRESIDENT

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<AE517085 PR744947>

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



**CITY OF WANNEROO SALARIED OFFICERS
ENTERPRISE AGREEMENT 2022**

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2. TITLE OF AGREEMENT

This Agreement shall be known as the '*City of Wanneroo Salaried Officers Enterprise Agreement 2022*'.

3. OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

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

4. PARTIES TO THE AGREEMENT

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

- (a) The City of Wanneroo; and
- (b) All Employees employed in a classification level set out in Appendix 1 and who currently work, or who are employed during the life of this Agreement to work, in the City's administration services units.

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

5. DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall be effective seven days after approval by the FWC (**Effective Date**).
- 5.2 This Agreement shall remain in force until the nominal expiry date of 30 September 2024. In the event that the Agreement is not replaced, then this Agreement will continue to apply subject to the provisions of the Act.
- 5.3 The parties to the Agreement will meet no later than six months prior to the expiry of this Agreement to start negotiations for a replacement Agreement.

6. ENFORCEABILITY

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

7. DEFINITIONS

- 7.1 **Act** means the *Fair Work Act 2009* (Cth).
- 7.2 **Agreement** means this *City of Wanneroo Salaried Officers Enterprise Agreement 2022*.
- 7.3 **Award** means the *Local Government Industry Award 2020*.
- 7.4 **City and Employer** mean the City of Wanneroo.
- 7.5 **CEO** means the Chief Executive Officer of the City.
- 7.6 **Community Services Officer (Recreation)** means an Employee listed within Schedule 2 of this Agreement and a person employed by the City whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and includes an assistant in relation to such functions and recreation centre and swimming pool Employees. Provided that this definition does not include a person employed in a clerical capacity, for example a Cashier/ Receptionist, in a Recreation/ Aquatic Centre.
- 7.7 **Effective Date** means the date seven days after approval of this Agreement by the Fair Work Commission in accordance with sub-clause 5.1.
- 7.8 **Employees, Officers, Workers and Workforce** means those currently carrying out work, or engaged during the life of this Agreement to carry out work, and subject to clause 38, being as defined in Appendix 1 and Schedule 2.
- 7.9 **Fair Work Commission (FWC)** means the national workplace relations tribunal and is responsible for administering the provisions of the Fair Work Act.
- 7.10 **Leader** means 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.
- 7.11 **Library Officer** means an Employee listed within Schedule 2 (Library Officer Salary Schedule) employed to work in the City's Libraries.
- 7.12 **Local Government** means a local government established under the *Local Government Act 1995 (WA)*.
- 7.13 **NES** means the National Employment Standards in the Act.
- 7.14 **Next up Leader (NUL)** is a person at the level of Manager, Director or CEO with one or more direct reports with Leaders reporting to them.
- 7.15 **Ordinary Hourly Rate of Pay** means the applicable annual salary in Schedule 1 or 2 divided by 1976 or by 2080 for Rangers and Surveillance Officers.
- 7.16 **Ordinary Hours of Work** means those hours 'ordinarily' worked by an Employee and in accordance with Clause 19 of this Agreement and/or specified within Employees existing contracts of employment.
- 7.17 **Parties** mean those parties listed in Clause 3 to this Agreement.
- 7.18 **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 18.1 or sub-clause 39.6.

- 7.19 Ranger & Surveillance Officer** means an Employee employed to patrol, within the geographical confines of the City, for the purpose of watching, protecting or inspecting all property belonging to the City and/ or to enforce one or more of the City's Local Laws or any acts of parliament which the City is empowered to enforce.
- 7.20 RDO** means rostered day off.
- 7.21 Safety Patrol Officer** means an Employee employed to patrol, within the geographical confines of the City, for the purposes of watching, protecting or inspecting all property belonging to the City. A Safety Patrol Officer does NOT enforce any of the City's by-laws or any Acts of parliament.
- 7.22 School Age** means the age at which the child is required by a law of the State of Western Australia to attend school.
- 7.23 Service** is a period during which the Employee is employed by the City and includes time for which the Employee is entitled to take approved paid leave, unpaid community service leave, unpaid period of stand down and any other period as prescribed by the *Fair Work Regulations 2009* (Cth). Any other time in respect of which an Employee is absent from work shall not be counted as service but this does not mean that such other absence will necessarily break continuity of service.
- 7.24 Shift-worker** for the purpose of the NES and section 87(1)(b) of the Act, a Shift-worker is an Employee who:
- (a) works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
 - (b) is regularly rostered to work on Sundays and public holidays.

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

- 7.25 Unsociable Hours** refers to ordinary hours worked before 7:00am or after 7:00pm Monday to Friday, and all hours on weekends or on Public Holidays.
- 7.26 Week** means the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an Employee under their contract of employment in a seven day period.

8. EXCLUSIONS AND NO REDUCTION

- 8.1** This Agreement is comprehensive and replaces the *City of Wanneroo Salaried Officers Enterprise Agreement 2019* and the Award in its entirety and excludes any other industrial instrument that might otherwise apply.
- 8.2** This Agreement incorporates the NES. Certain provisions of this Agreement may supplement the NES but nothing in this Agreement will operate such as to provide a detrimental outcome for Employees as compared to an entitlement under the NES.
- 8.3** No Employee will, overall, experience a reduction in entitlements as a consequence of the introduction of this Agreement.

9. DISPUTE RESOLUTION PROCEDURES

9.1 Dispute Resolution Steps

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

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

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

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

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

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

9.2 Continuation of Normal Work

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

10. CONSULTATION

10.1 This term applies if the City:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

- 10.2 For a major change referred to in sub-clause 10.1(a):
 - (a) the City must notify the relevant Employees of the decision to introduce the major change; and
 - (b) sub-clauses 10.3 to 10.9 apply.
- 10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 If:
 - (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the City of the identity of the representative; the City must recognise the representative.
- 10.5 As soon as practicable after making its decision, the City must:
 - (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the City is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion - provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 10.6 However, the City is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.7 The City must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the City, the requirements set out in sub-clauses 10.2(a), 10.3 and 10.5 are taken not to apply.
- 10.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:
 - (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the City's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to Regular Roster or Ordinary Hours of Work

- 10.10 For a change referred to in sub-clause 10.1(b):
 - (a) the City must notify the relevant Employees of the proposed change; and

(b) sub-clauses 10.11 to 10.15 apply.

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

10.12 If:

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

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

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

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

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

10.16 In this term:

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

11. EMPLOYEE CONSULTATIVE GROUP

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

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

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

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

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

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

12. APPOINTMENTS AND PROBATIONS

- 12.1** An Employee, when employed at the City, will be engaged on a probationary period of three months, with a possible three month extension.
- 12.2** At any time during or at the end of the probation period, an Employee may request that their Leader conduct a performance appraisal or the Leader shall advise the Employee that a performance appraisal will be conducted to determine if the Employee has successfully completed their probation. In the event a performance appraisal is not conducted prior to the end of the probationary period, the Employee is deemed to have successfully completed their probation.
- 12.3** The probationary period is designed so that an Employee can be sure the position is suited to them and to allow the City the opportunity to observe the Employee working in the position.
- 12.4** Where both the Employee and the City wish to continue with the employment relationship, the Employee will be appointed to that position.
- 12.5** If an Employee decides, during their probationary period, that they do not wish to continue in the position they will be required to provide one week's notice, or a shorter period of time if mutually agreed.
- 12.6** If the City decides, during the Employee's probationary period, that they do not wish to appoint the Employee to continue in the position, they will be required to provide the Employee with one week's notice or payment in lieu of notice.

13. NOTICE OF TERMINATION

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

| Period of continuous service | Period of notice |
|--|-------------------------|
| One year or less | One week |
| More than one year but not more than three years | Two weeks |
| More than three years but not more than five years | Three weeks |
| More than five years | Four weeks |

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

13.2 Notice Period Requirements

- 13.2.1** The employment of a casual Employee may be terminated with the provision of one hour's notice.
- 13.2.2** Employees may terminate their employment with the same notice as outlined in sub-clause 13.1 above but do not need to provide the additional week for being over 45 years of age and having completed at least two years of continuous service.
- 13.2.3** Where an Employee is absent without authorisation during a period of notice, the Employee will forfeit the entitlement to payment for that part of the period of notice.

- 13.2.4 Where an Employee is engaged on a temporary basis, the Employee will be advised of the duration of the temporary engagement at the time of commencement.

At any time during the temporary engagement, the City may terminate a temporary Employee's engagement. In these circumstances, the Employee will be entitled to the provision of notice outlined in sub-clause 13.1.

- 13.2.5 In the event of the Employee failing to give the required notice, payment equal to the monetary equivalent of the balance of the notice period not provided will be forfeited by the Employee.

- 13.2.6 The City, with NUL approval, may elect to make a payment to the Employee in lieu of part or all of the notice period. In calculating any payment in lieu of notice, the Employee shall receive what the Employee would have been paid had he or she worked including all allowances, penalties or loadings, and any other amounts payable under the Employee's contract of employment.

- 13.2.7 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, or in the case of casual Employees other than eligible casual Employees as defined by the Act.

- 13.2.8 Notwithstanding the above, a trainee who is engaged for a specific period of time shall, once their traineeship is completed and provided that the trainee's 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 termination, the period of the traineeship shall be counted as service in determining any future notice of termination.

13.3 Time off During Notice Period

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

13.4 Transfer of Business

The City is unable to require 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 transfer of business, the City will wherever possible strongly advocate for this to happen.

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

14. FULL TIME EMPLOYEES

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

15. PART TIME EMPLOYEES

- 15.1** A part-time Employee means an Employee who is employed to work less than the average of 76 ordinary hours per fortnight. Part-time Employees shall be paid the salary provided in Schedule 1 or 2 for their classification on a pro rata basis.
- 15.2** Accrual of annual leave and absence through sickness for part time Employees, pursuant to Clause 22 – Annual Leave, Clause 25 – Personal Leave and/or any other appropriate clause providing such entitlements, shall be in the proportion that the hours regularly worked each week bears to the full time hours.
- 15.3** Any variation of the agreed working hours must be by consultation or by mutual agreement between the City and the affected Employees.
- 15.4** A part time Employee can be asked to work additional hours. The Employee will be paid at the Ordinary Hourly Rate of Pay for such additional hours. A part time Employee becomes entitled to overtime where they have worked in excess of 76 hours in a fortnight or 10 hours in any one day.

16. CASUAL EMPLOYEES

- 16.1** A casual Employee is defined in the NES and paid by the hour and, except as otherwise provided for in this Agreement, a casual Employee shall be paid the Ordinary Hourly Rate of Pay prescribed for the classification of work performed with the addition of a 25% casual loading which will be paid in lieu of paid leave entitlements, redundancy and other benefits associated with permanent or maximum term full time employment. Casual Community Service Officers (Recreation) will be paid the rates specified in Schedule 2 which have the 25% loading included.
- 16.2** A casual Employee will be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.
- 16.3** A casual Employee who works outside the Ordinary Hours of Work prescribed by Clause 19 – Hours of Work, shall be entitled to Additional Rates for Ordinary Hours of Work in accordance with sub-clause 19.11 and overtime payments in accordance with Clause 20 – Overtime.
- 16.4** Where a casual Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with the Additional Rates for Ordinary Hours of Work as prescribed in sub-clause 19.11, overtime or Public Holiday provisions of this Agreement, only the highest of any such penalty shall be payable on the rate prescribed in sub-clause 16.1.

17. TEMPORARY EMPLOYEES

- 17.1** A temporary Employee means an Employee engaged on a maximum-term contract for a specific period of time, or a specific project. A temporary Employee may be employed on a full or part-time basis receiving all those entitlements consistent with their term of engagement under this Agreement, unless specified otherwise in the employment contract.
- 17.2** Where an Employee has been appointed on more than three rolling maximum-term contracts for exactly the same role; and the period of such contracts has exceeded 36 months; and the Employee has been assessed as 'meets expectations' (as a minimum) for each of their annual performance appraisals for the duration of the rolling maximum-

term contracts, the Employee may be permanently appointed to that position, unless the position is:

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

18. SALARY MODEL

18.1 Salary Model

- 18.1.1 A salary increase of 3.5% will be paid on the salaries set out in column A of Schedule 1 and 2 effective from 1 July 2022. The salary increase will be back paid in the first full pay period (FFPP) on or after the Effective Date to:
 - (a) 1 July 2022 for those Employees who were employed by the City at that date, or
 - (b) the date an Employee commenced employment with the City if their employment commenced after 1 July 2022.
- 18.1.2 A salary increase of 2.5% will be paid on the salaries set out in column B of Schedule 1 and 2 effective from the FFPP on or after 1 March 2023:
- 18.1.3 A salary increase of 2.5% or a salary increase equivalent to Perth CPI December 2023 quarter (capped at 4%) whichever is greater, will be paid on the salaries set out in column C of Schedule 1 and 2 from the FFPP on or after 1 March 2024.
- 18.1.4 If a replacement agreement has not been made (via "yes" vote) by 1 December 2024, the City will pay a salary increase equivalent to Perth CPI March 2024 quarter on the salaries set out in column D of Schedule 1 and 2 effective from the FFPP on or after 1 December 2024. A further salary increase equivalent to Perth CPI March quarter of the year of the salary increase will be applied and paid effective from the FFPP on or after 1 December each year thereafter until a replacement agreement is approved by the FWC or this Agreement is terminated.
 - (a) Without binding the parties' bargaining positions in future negotiations for a replacement agreement, the parties acknowledge that it would be appropriate for any salary increase agreed as part of a replacement agreement that must be paid within a 12 month period of any increase being paid under sub-clause 18.1.4 to be reduced by an amount commensurate with the salary increase made under sub-clause 18.1.4.
 - (b) The increase in sub-clause 18.1.4 shall not be applied or paid if the FWC has published a decision finding that the bargaining representatives for the replacement agreement (other than the City or a bargaining representative appointed by the City) failed, or are failing, to comply with the good faith bargaining requirements set out in s 228(1) of the Act.
 - (c) The salary increase in sub-clause 18.1.4 of this Agreement shall not be applied if a replacement agreement has been lodged and is awaiting approval by the FWC.
- 18.1.5 For the purposes of this sub-clause, if Perth CPI has a negative value, it will be treated as having a zero value. For the avoidance of doubt, this will mean

that the relevant salary rates will remain the same (neither increased nor decreased) for the relevant period.

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

19. HOURS OF WORK

- 19.1** Ordinary Hours of Work are those hours worked by Employees that do not attract overtime rates as defined in sub-clause 20.1.

- 19.2** The table below details the ordinary hours that Employees can be required to work. Any ordinary hours an Employee may be requested to work outside the span of hours set out below, must be mutually agreed. Sub-clause 19.11.1 details hours that attract additional rates.

| Assets Directorate | Mon - Fri | Sat | Sun |
|---|------------------|-----------------|--------------------|
| Supervisor Waste Operations | 5:30am to 7pm | | |
| Supervisor Positions (Building Maintenance; Conservation; Engineering Maintenance; Fleet Workshop; Irrigation Maintenance; Parks Contracts; Parks Maintenance; Natural Areas) | 6:30am to 7pm | | |
| All other Asset Positions | 7am to 7pm | | |
| Community & Place Directorate | Mon - Fri | Sat | Sun |
| Community & Place | | | |
| Community & Place; Community Service Delivery | 7am to 7pm | | |
| Community Development | 7am to 7pm | | |
| Early Childhood & Youth; Community Planning & Development | 7am to 9pm | 8:30am to 5pm | |
| Community Facilities | 7am to 7pm | | |
| Community Facility Planning & Operations (exc Caretakers) | 7am to 7pm | | |
| Caretakers | 6am to 1am | 6am to 1am | 6am to 1am |
| Aquamotion & Kingsway | 5am to 10pm | 7am to 7pm | 7am to 7pm (& PHs) |
| Place Management | 7am to 9pm | 8:30am to 5pm | |
| Events | 5am to 10pm | 5am to 10pm | |
| Cultural Development | 7am to 7pm | | |
| Library Officers | 8am to 8pm | 8:30am to 5pm | |
| Cultural Services | 7am to 7pm | | |
| Community Safety & Emergency Management | 7am to 7pm | | |
| Ranger & Surveillance Officers | 6am to midnight | 6am to midnight | 6am to midnight |
| Safety Patrol Officer | 6pm to 8am | 6pm to 8am | 6pm to 8am |
| Emergency Management | 7am to 7pm | | |
| Communications & Brand | 7am to 7pm | | |
| Corporate Strategy & Performance Directorate | Mon - Fri | Sat | Sun |

Council & Corporate Support

Civic & Hospitality Officer; Hospitality Assistant; Council Support Officer 7am to 10pm

All other CS&P and Office of the CEO Positions 7am to 7pm

Planning & Sustainability Directorate**Mon - Fri****Sat****Sun**

All Planning & Sustainability Positions

7am to 7pm

- 19.3** Where an Employee's Ordinary Hours of Work are varied in accordance with Clause 10 - Consultation, the variation must be recorded in writing. A change to Ordinary Hours of Work made in accordance with Clause 10 is not to be considered to be a voluntary change for the purposes of sub-clause 19.4.

Notwithstanding such consultation, an employee cannot be required to work Ordinary Hours of Work:

- (a) before 5:30am or after 9:30pm, Monday to Friday;
- (b) on a Saturday before 8.30am or after 5.00pm; or
- (c) on a Sunday.

- 19.4** An Employee, with the approval of their Leader, can voluntarily schedule their Ordinary Hours of Work at any time between 5:30am and 9:30pm Monday to Friday and between the hours of 7.00am and 5.30pm on a Saturday. Where an Employee requests to work their Ordinary Hours of Work in accordance with this clause, they shall not be entitled to any additional payments under sub-clause 19.11.

- 19.5** On occasions Employees may vary the starting and finishing times of their Ordinary Hours of Work by agreement between the affected Employee(s) and their Leader, taking into account the hours of work the Service Unit needs to be operational.

- 19.6** Except as otherwise provided under sub-clause 19.6.1, Employees shall be entitled to an unpaid meal break of at least 30 minutes after five hours of continuous work. With agreement between the City and the Employee, the unpaid meal break can be taken at a time and location convenient to the operations of the Service Unit.

19.6.1 Community Service Officers (Recreation) who are on the City's approved Emergency Response Team register will be entitled for those days worked in such capacity:

- (a) two 15 minute breaks for rostered shifts greater than 4.5 hours but less than 6.75 hours; or
- (b) one 15 minute paid meal break and one 30 minute paid meal break for a rostered shift greater than 6.75 hours.

- 19.7** An Employee may work up to a maximum of 10 ordinary hours on any day/ shift (excluding unpaid meal breaks) or, by agreement between the City and the Employee, up to a maximum of 12 ordinary hours on any day/ shift.

- 19.8** A rest period of 10 hours will be provided from the time of ceasing work to the time of resumption of work. The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the City.

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

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

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

19.11 Additional Rates for Ordinary Hours of Work

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

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

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

19.11.2 Level 2, Level 3 and Level 4 **Library Officers** had incorporated into their base salary, in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* (as set out in Schedule 2 of this Agreement) a loading of 10% on all rostered hours worked in recognition of their regular rostering during Unsociable Hours. Therefore no further claims for the 10% loading can be made in the future from the effective date of the above 2008 Agreement.

Ordinary Hours of Work for Library Officers will be consistent with sub-clause 19.2.

19.11.3 Level 2, Level 3 and Level 4 **Library Officers** employed with the City prior to 13 May 2016 will also be entitled to Additional Rates for Ordinary Hours of Work in accordance with sub-clause 19.11.1, except for the below variations:

- (a) a loading of 15% to be payable on each hour worked between 6pm to 7pm Monday – Friday;
- (b) all hours worked on a Saturday are to be paid a loading of 50%; and
- (c) all hours worked on a Sunday are to be paid a loading of 75%.

19.11.4 Level 2, Level 3 and Level 4 **Library Officers** employed with the City after 13 May 2016 will be entitled to Additional Rates for Ordinary Hours of Work in accordance with Clause 19.11.1 and will not be entitled to the higher percentage rate payments as set out in sub-clause 19.11.3.

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

19.11.6 **Rangers & Surveillance Officers** had incorporated into their base salary, in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* (as set out in Schedule 2 of this Agreement), a loading of 15% on all hours worked, in lieu of the Unsociable Hours they are required to work. Therefore, no further claims for the 15% loading can be made from the effective date of the above 2008 Agreement and they are also not entitled to the Additional Rates under sub-clause 19.11.1.

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

19.11.7 **Caretakers** had incorporated into their base salary, in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* (as set out in Schedule 2 of this Agreement), a loading of 15% on all hours worked, in lieu of the Unsociable Hours they are required to work. Therefore, no further claims for the 15% loading can be made from the effective date of the above 2008 Agreement and they are also not entitled to the Additional Rates under sub-clause 19.11.1.

19.11.8 **Safety Patrol Officers** had incorporated into their base salary, in the *City of Wanneroo Salaried Officers Collective Agreement 2012* (as set out in Schedule 2 of this Agreement), a loading of 25% on all hours worked, in lieu of the unsociable hours they are required to work. Therefore, no further claims for the 25% loading can be made from the effective date of the above 2012 Agreement and they are also not entitled to any additional rates under sub-clause 19.11.1.

19.11.9 Except where provided in Clause 19.11.2, where an Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with Additional Rates for Ordinary Hours of Work, penalties, overtime or public holiday provisions of this Agreement, only the highest of any such penalty shall be payable on the base rate.

20. OVERTIME

20.1 Overtime rates only apply on hours worked at the direction of the City, in excess of:
(a) 76 hours over the pay fortnight (or 80 hours for Rangers & Surveillance Officers);
or

(b) 10 hours on any one day (or 12 hours for Rangers & Surveillance Officers).

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

20.3 An Employee will be compensated for working approved overtime by either being paid at the appropriate overtime rate in Clause 20.5 or by taking TOIL proportionate to the overtime payment. For overtime to be taken as TOIL an agreement must be made between the City and the Employee, subject to operational needs.

- 20.4** If overtime is taken as TOIL, a maximum of 76 hours can be accrued and further approved overtime worked beyond 76 hours will be paid as overtime in the next available pay period. No further accrual of TOIL will be permitted until the balance is reduced to less than 76 hours. Note that flexi-time can only be claimed for ordinary hours worked while TOIL can only be claimed for overtime hours worked.
- 20.5** Overtime worked on any day, Monday to Friday inclusive, shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 20.5.1 Overtime worked on a Saturday prior to 12:00 noon shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 20.5.2 Overtime worked on a Saturday after 12:00 noon or on a Sunday shall be paid at the rate of double time.
- 20.6** All work performed on a holiday as prescribed in Clause 24 - Public Holidays, shall be paid at the rate of double time and one half.
- 20.7** In computing overtime, each day shall stand alone; but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this sub-clause.
- 20.8** Where an Employee is required to attend a meeting outside of the Ordinary Hours of Work, they will be paid a minimum of two hours' work.
- 20.9** Subject to sub-clause 20.10, the City may require any Employee to work reasonable overtime at overtime rates and the Employee shall work overtime in accordance with the requirement.
- 20.10** An Employee may refuse to work overtime in circumstances where working 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;
 - (e) the response by the Employee, of his or her intention to refuse it; and
 - (f) any other relevant matter.
- 20.11** No third party to this Agreement, or group of Employees covered by this Agreement, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime, unless an application for protected industrial action has been approved by the FWC.

21. JOB TRANSFERS AND ROTATIONS

- 21.1** Job transfers will be in accordance with the City's Recruitment and Staff Movements Procedure.
- 21.2** Subject to mutual agreement between the City and Employees, Employees may be temporarily rotated to support relevant learning and development. The objective is to encourage the flexible use of the City's workforce, support Service Unit needs and to support multi-skilling.
- 21.3** Employees benefit from the opportunity to develop and enhance their skills. An Employee, who seeks to work in an alternative area or develop new skills through job

rotation, should discuss opportunities with their immediate Leader or raise their interest at the time of their annual performance review.

- 21.4 Where management identifies a job rotation opportunity, the Employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions they will be performing.
- 21.5 Where a temporary rotation of three months or more in duration is to occur, the Employee will be provided with written notification of the rotation.
- 21.6 The Employee will receive the appropriate rate of pay for the times they will be performing for the period of the rotation however, not a lesser amount than their normal pay unless the Employee has opted to take a lower paid position.

22. ANNUAL LEAVE

22.1 Entitlement

- 22.1.1 Unless otherwise provided, Employees are entitled to five weeks' annual leave with pay for each 12 month period worked.
- 22.1.2 **Rangers & Surveillance Officers and Environmental Health Officers** are entitled to six weeks' annual leave with pay for each 12-month period worked.
- 22.1.3 Employees considered Shift-workers in accordance with the Shift-worker definition in sub-clause 7.24, will be entitled to additional leave in accordance with sub-clause 7.24.
- 22.1.4 Annual Leave will accrue on a daily basis. The Employee is not entitled to take annual leave that has not been credited. An Employee is not permitted to have a negative leave balance.
- 22.1.5 17.5% annual leave loading was converted to three additional annual leave days in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008*. The three additional annual leave days form part of the entitlement set out in sub-clause 22.1.1. Therefore, annual leave loading is not payable and no further claims can be made for annual leave loading.

22.2 Payment of Salaries

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

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

22.3 Leave and Public Holidays

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

22.4 Leave on Termination

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

22.5 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.

22.6 Taking of Leave

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

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

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

22.7 Excessive Annual Leave

Where an employee has accrued an excessive annual leave balance (being more than two years of accrued annual leave entitlement), the City may direct the employee to take annual leave to the extent that the excessive accrued annual leave component is eliminated.

22.8 Christmas Closedown

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

22.9 Leave Without Pay

An Employee, who has been employed by the City for a minimum of 12 months may be entitled to apply for leave without pay, provided all annual and long service leave entitlements are exhausted. The taking of this leave will be subject to the same requirements as set out in sub-clause 22.6.

22.10 Casual Employees

Casual Employees are not entitled to annual leave.

22.11 Cashing out of Annual Leave

22.11.1 To fulfil its duty of care obligations and to demonstrate that the City is committed to ensuring the safety and health of all Employees, the City endeavours to ensure that Employees are "fit for work" 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.

22.11.2 However, an Employee may apply to cash out an amount of annual leave, provided the application is in writing and:

- 22.11.2.1 the Employee has taken at least 10 days annual leave or long service leave in the preceding 12 months;
- 22.11.2.2 a balance of at least four weeks' annual leave will remain after the cashing out is completed; and
- 22.11.2.3 once payment has been made in lieu of the annual leave entitlement, that payment cannot be revoked in order to restore leave entitlements.

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

23. LONG SERVICE LEAVE

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

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

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

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

23.3 Taking Leave

An Employee is required to provide at least two months' notice of their intent to take leave. This will ensure that the operation of the Service Unit is not impeded and a suitable replacement can be sourced. For leave periods of less than 13 weeks in any one instance the City may accept a shorter period of notice, however, this will be at the City's discretion.

Long service leave must be taken in week-long blocks (seven calendar days). Rangers and Surveillance Officers must take long service leave in block of two-weeks (14 calendar days) due to the operational roster of the Ranger and Surveillance Officer role.

23.4 Payment of Leave

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

23.5 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.

23.6 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 operation of the Service Unit.

23.7 Public Holidays

If a public holiday falls in a period of long service leave, then the day the public holiday falls on is considered long service leave and the public holiday will be lost. The period of long service leave will not be extended to include the public holiday.

23.8 Termination of Employment

Where the service of an Employee, who has previously become entitled to long service leave, is terminated by the City in any circumstances other than for serious and wilful misconduct and the Employee does not, within the timeframe stated in sub-clause 13.1, whichever is the longer, enter the service of another Local Government the Employee shall be entitled to payment of the accrued leave and the Employee will no longer be entitled to take the leave.

23.9 Portability of Long Service Leave

- 23.9.1 The City will recognise service with other Local Governments for the purposes of long service leave entitlements. Entitlement to long service leave will be carried over from Local Government to Local Government.
- 23.9.2 For the purposes of determining the entitlement of an Employee to long service benefits under these regulations, the service of an Employee shall be regarded as continuous notwithstanding:
- (a) any absence of the Employee from duty if leave of absence has been granted by the City;
 - (b) the absence of the Employee on account of national service if the period of absence is deemed to be included in the service of the Employee for the purpose of these regulations;
 - (c) there being a period of time between the Employee leaving the service of one Local Government and entering the service of another Local Government if the period is used for recreation leave or travelling time and does not exceed: the period in respect of which payment has been made by the first-mentioned Local Government in lieu of the Employee's accrued and pro-rata leave entitlements; or two weeks whichever is the longer.
- 23.9.3 Each Local Government will be responsible for the payment of long service leave accrued whilst the Employee was employed with them and will, upon receipt of the invoice from the current Local Government employer pay the proportion of long service leave accrued while in their employ.
- 23.9.4 Portability of long service leave entitlements does not occur when the Employee leaves and commences with another employer other than a Local Government.

23.10 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.

Periods of unpaid personal leave of up to three months will count as service for long service leave purposes.

24. PUBLIC HOLIDAYS

24.1 An Employee shall be entitled to a day off work without deduction of pay on:

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

24.1.2 the following days, on the dates prescribed in Western Australia, Australia Day, Anzac Day, Queens Birthday, Labour Day and Western Australia Day or their substituted day; and

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

The two Public Service Holidays in lieu (Tuesday after Easter and 2 January) were converted to an additional two annual leave days in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008*. The two additional annual leave days form part of the entitlement set out in sub-clause 22.1.1. Therefore no further claims can be made for these two Public Service Holidays.

24.2 Holidays in Lieu

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

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

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

24.2.4 When a day in lieu is being observed as the Public Holiday then only the day in lieu attracts the payment of any applicable Public Holiday penalties.

24.3 Working on Public Holidays

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

24.3.2 By agreement between the City and the Employee required to work on a public holiday, the Employee may be granted time off in ordinary hours, equivalent to the penalty rate, at a mutually agreed time.

24.3.3 If an Employee is not rostered to work on a public holiday, but is recalled to work on that day, the Employee is entitled to be paid a minimum of 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.

24.3.4 If, on any public holiday not referred to in Clause 24.1, 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.

24.3.5 Where a public holiday falls on a Saturday or Sunday, an Employee who would normally be rostered to work on the Saturday or Sunday, may request a variation to the roster to allow the Employee to observe the public holiday on the Saturday or Sunday. The request must be made at least three months before the public holiday.

24.4 Substitute Days

24.4.1 The City, with the agreement of the affected Employee who is a party to this Agreement, may substitute another day for any prescribed in sub-clause 24.1.

24.4.2 An agreement pursuant to sub-clause 24.4.1 shall be recorded in writing and be available to the affected Employee.

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

25. PERSONAL LEAVE

25.1 Personal leave is available to an Employee when they are absent:

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

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

25.2 Immediate Family or Household

25.2.1 The entitlement to personal leave for caring or support purposes in accordance with sub-clause 25.1(b) 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; or
- (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 City prior to making a determination for the leave request).

25.2.2 The term immediate family includes:

- (a) a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of an Employee's spouse or de facto partner. It includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

25.3 Entitlement

- 25.3.1 Personal leave entitlements include sick and carer's leave. The yearly entitlement is based on an employee's ordinary hours of work and is 10 days for full-time employees and pro-rata for part-time employees, and is calculated as 1/26 of an employee's ordinary hours of work in a year, in accordance with the NES.

After completion of four years' service, a full-time employee will accrue 12 days per year, and pro-rata for part-time employees, across the year of service according to the employee's ordinary hours of work and is calculated as 1/21.66 of an employee's ordinary hours of work in a year.

- 25.3.2 Personal leave will be provided in accordance with sub-clause 25.3.1 as outlined below:

Upon commencement: 10 days immediately available.

After completion of 12 months' service: 10 days per annum accruing progressively and accumulatively.

After completion of four years' service: 12 days per annum accruing progressively and accumulatively.

- 25.3.3 An Employee is entitled to take any accrued personal leave for the reasons set out in clause 25.1 and to attend an appointment at an Employee Assistance Provider supplied by the City. However an Employee is not entitled to go into a negative personal leave balance nor can they apply for personal leave in advance unless by agreement with the Leader, and the Employee provides a medical certificate with the expected date that the personal leave will be required to be taken.

- 25.3.4 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.

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

25.4 Casual Employees

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

- 25.4.2 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.

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

25.5 Evidence

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

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

- 25.5.2 in all other circumstances if directed by the City.

Disciplinary procedures may be followed to manage any abuse of personal leave or the failure to provide a medical certificate on request.

The immediate Leader may require Employees claiming personal leave to submit to an examination by an appropriately qualified medical practitioner at no cost to the Employee, provided the Employee is notified prior to attending work or where the Employee has failed to satisfy a 'reasonable person' that there is evidence to support a claim for personal leave.

25.6 Notice of Intent to Take Personal Leave

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

- 25.6.1 advise their immediate Leader of their intent to take personal leave. Contact must be made with the Leader, or in the absence of the Leader, the NUL to advise of their absence; and
- 25.6.2 Make contact prior to the commencement of duty where possible, otherwise no later than one hour from the usual start time. The Employee will provide the City with information pertaining to:
 - (a) the reason for the leave (sick or carer's purposes);
 - (b) the estimated return time or date; and
 - (c) any urgent matters or meetings that need attention.
- 25.6.3 If contact is not made in this time, the Leader will try to contact the Employee by telephone (both home and mobile). If contact cannot be made, the Employee's emergency contacts will be contacted to advise that the Employee has not arrived at work.

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

25.7 Workers' Compensation

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

25.8 Personal Leave during Annual Leave

- 25.8.1 If an Employee is sick during a period of annual leave, then the annual leave will be re-credited to the Employee, provided the Employee provides a medical certificate.
- 25.8.2 Annual leave will only be re-credited if the Employee had an entitlement to personal leave at the proposed commencement date of the personal leave. If the Employee does not have an entitlement to personal leave, then they may use some other form of paid leave, or unpaid personal leave.

25.9 Unpaid Personal Leave (for Carers Leave)

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

25.10 Portability of Personal Leave

An Employee may request a letter detailing their current balance of personal leave, on 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. The City is not liable for the payment of this personal leave.

25.11 Absence from Work

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

26. COMPASSIONATE LEAVE

26.1 In accordance with the NES, Employees are entitled to up to two days compassionate leave per occasion where:

- a member of their immediate dies, or contracts or develops a life-threatening illness or injury;
- a baby in their immediate family or household is stillborn;
- they have a miscarriage; or
- their current spouse or de facto partner has a miscarriage.

26.2 Except in the case of casual Employees, compassionate leave is payable at the Employee's ordinary rate of pay.

26.3 To be entitled to compassionate leave, the Employee may be required to provide evidence to satisfy a reasonable person of the relationship, illness, injury or death.

26.4 Compassionate leave may be taken in a single unbroken period of two days or two separate periods of one day or as agreed otherwise by the parties.

26.5 Where an Employee has exhausted their paid entitlement they shall be entitled to unpaid compassionate leave or at the request of the Employee utilise their existing annual leave entitlements. The period of absence shall be agreed between the City and the Employee or failing agreement shall be up to two days per occasion.

26.6 Where a family or household member defined in sub-clause 25.2 dies outside of Australia, an Employee shall be entitled to three paid days' absence per occasion.

27. SPECIAL PAID LEAVE

27.1 Wellness Leave

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

27.2 Volunteer Service Leave

After the completion of 12 months' continuous service, permanent full time Employees shall be entitled to one day of paid volunteer service leave per annum. This is provided that the volunteering activity is with a registered charity/ community organisation in

Western Australia, and subject to the provision of appropriate evidence of the volunteer activity approved by the Leader in advance.

27.3 Cultural and Ceremonial Leave

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

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

27.4 Family & Domestic Violence Leave

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

27.3.1 An Employee experiencing family or domestic violence will have access to the following leave for attending medical appointments, legal proceedings and other activities related to family and domestic violence:

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

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

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

Employees may also access the City's Employee Assistance Provider.

28. PARENTAL LEAVE

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

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

28.3 Definitions

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

- 28.3.2 Subject to sub-clause 28.3.3, in this clause, **"spouse"** includes a de facto or former spouse.
- 28.3.3 In relation to sub-clause 28.6, **"spouse"** includes a de facto spouse but does not include a former spouse.
- 28.3.4 **"Primary Care Giver"** is the Employee who has, or will have, the primary responsibility to care for a child.
- 28.3.5 **"Employee Couple"** are two national system Employees (as defined in the Act) that are the spouse or de facto partner of the other.

28.4 Basic Entitlement

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

28.5 Paid Parental Leave

- 28.5.1 Full time and part time Employees who will be the Primary Care Giver of a newborn or newly adopted child, and who have not received payment under sub-clause 28.5.2, are entitled to have up to 12 weeks of parental leave, as set out in sub-clause 28.4.1, paid on the basis of the Employee's length of continuous service as follows:

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

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

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

- 28.5.2 An employee:
- who has been employed by the City with at least 12 months' continuous service at the time of the birth or adoption; and
 - whose partner will be the Primary Care Giver of the newborn or newly adopted child; and
 - who has not received payment under sub-clause 28.5.1:
- is entitled to two weeks' paid partner leave, to be taken within 12 months of the birth or adoption of the child.
- 28.5.3 Paid parental leave is calculated on the base rate of pay based on contractual hours.
- 28.5.4 All existing entitlements will accrue during the period of paid leave.

- 28.5.5 Paid parental leave can be taken at half pay (i.e. up to 24 weeks leave).
28.5.6 Subject to sub-clause 28.5, while parental leave is to be available to only one parent at a time, both members of an Employee couple may simultaneously take:

- 28.5.6.1 an unbroken period of up to eight weeks' unpaid leave at the time of the birth of the child, which may include separate periods provided the period is not shorter than two weeks;
- 28.5.6.2 for adoption leave, an unbroken period of up to eight weeks' unpaid leave at the time of placement of the child; and
- 28.5.6.3 notwithstanding the above, any Employee may request up to eight weeks' unpaid leave for an Employee who has, or will have a responsibility to care for a child.

28.6 Application for Parental Leave

- 28.6.1 An Employee must provide notice to the 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 10 weeks prior to the expected date. |
| The date on which the Employee proposes to commence parental leave and the period of leave to be taken. | At least four weeks prior to the proposed commencement of the leave. |

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

28.7 Special Parental Leave

- 28.7.1 Where the pregnancy of an Employee who is not on maternity leave at the time, terminates within 28 weeks of the expected date of birth of a living child, then the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

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

28.8 Parental Leave – (Adoption leave)

- 28.8.1 The Employee will notify the City, at least 10 weeks in advance, of the date of commencement of adoption leave and the period of leave to be taken.
- 28.8.2 An Employee may commence adoption leave prior to providing such notice; where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 28.8.3 Before commencing adoption leave, an Employee will provide the City with a statutory declaration stating:
 - 28.8.3.1 that the Employee is seeking adoption leave to become the Primary Care Giver of the child;
 - 28.8.3.2 particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - 28.8.3.3 that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 28.8.4 The City may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 28.8.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the City immediately and the City will nominate a time not exceeding four weeks from receiving the notification for the Employee's return to work.
- 28.8.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 28.8.7 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the City should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the City may require the Employee to take this leave instead.

28.9 Variation of Period of Parental Leave

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

28.10 Parental Leave and Other Entitlements

An Employee may in lieu of, or in conjunction with, parental leave, access any annual leave or long service leave entitlements, which they have accrued subject to the total amount of leave not exceeding 52 weeks. All entitlements will be in addition to any government paid parental leave scheme for which the Employee may qualify.

28.11 Transfer to a Safe Job

- 28.11.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy, or hazards connected with the work assigned to the Employee, make it inadvisable for the Employee to continue at their present work, the Employee will, if the City deems it practicable, be transferred to a safe job until the first occurrence of:
- (a) the cessation of the illness or risk; or
 - (b) the commencement of maternity leave.

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

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

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

28.12 Returning to Work After a Period of Parental Leave

- 28.12.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 28.12.2 An Employee will be entitled to the position, which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job under sub-clause 28.11, the Employee will be entitled to return to the position they held immediately before the transfer.
- 28.12.3 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.
- 28.12.4 An Employee may request part time work until their child reaches school age. Approval will be dependent on operational requirements.

- 28.12.5 An Employee may request an extension of their unpaid parental leave of up to a further 12 months, provided the Employee notifies their Leader no less than eight weeks before the expiry of the initial 52 week parental leave, as set out in sub-clause 28.4.1.

28.13 Replacement Employees

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

28.14 Communication during Parental Leave

- 28.14.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the City shall take reasonable steps to:
- 28.14.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee is entitled to return to after parental leave; and
 - 28.14.1.2 provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility Level of the position the Employee is entitled to return to after parental leave.
- 28.14.2 The Employee shall take reasonable steps to inform the City about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 28.14.3 The Employee shall also notify the City of changes of address or other contact details which might affect the City's capacity to comply with Clause 28.14.1.

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

- 28.15.1 the Employee or Employee's spouse is pregnant; or
- 28.15.2 the Employee is or has been immediately absent on parental leave.

29. PURCHASE OF ADDITIONAL LEAVE

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

- 29.1 employees' current leave balances;

- 29.2 impact on service delivery; and
 - 29.3 capacity to fund a replacement.
-

30. TRAINING AND DEVELOPMENT

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

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

- 30.1 The City is committed to partnering Employees in developing a more highly skilled and flexible workforce.
- 30.2 The City believes that quality training and development provides all Employees with the opportunity to contribute more effectively by developing their particular abilities and skills relevant to their role and responsibilities and is integral to the City's performance and reputation.
- 30.3 The City is committed to training and development which:
 - 30.3.1 encourages and assists all Employees to develop their skills and knowledge to improve individual and organisational performance and job satisfaction, relevant to the Employee's role and responsibilities;
 - 30.3.2 assists the City to achieve its strategic objectives;
 - 30.3.3 ensures equitable access for all Employees to development opportunities appropriate to the individual's needs;
 - 30.3.4 promotes voluntary participation except where required for organisational, legislative, industrial, or health and safety reasons;
 - 30.3.5 recognises the development of Employees as a joint responsibility shared by Employees, Leaders, NULs and the City; and
 - 30.3.6 provides Educational Study Assistance in accordance with the City's *Study Assistance Management Procedure*.
- 30.4 Employees have a clear responsibility to maintain the required skill level and to maintain high performance in their current position and, to be ready to assume further responsibilities. In recognition of the benefits of Employees' development to the individual as well as the City, Employees are encouraged to:
 - 30.4.1 seek opportunities to upgrade the skills and knowledge required in their current position; and
 - 30.4.2 use constructively the Performance Development process to identify their development needs and opportunities to their respective Leader.

31. STUDY LEAVE/ ASSISTANCE

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

- 31.1 Study Leave** provides the Employee with the ability to access up to five hours' paid study leave per week for full time Employees (pro-rata for part time Employees) on a 50:50 arrangement i.e. the City will provide paid study leave for up to 50% of the total study time (up to a maximum of five hours). The Employee must then fulfil at least the other 50% of study time in their own time. This time is for the purpose of attending:

- (a) lectures;
- (b) exams; and
- (c) required course participation,

including the time taken to travel. When applying for study leave, notice must be provided to the Leader in accordance with sub-clause 22.6 – Taking of Leave.

- 31.2 Study Assistance** is restricted to approved work related Vocational Education & Training (VET) and University courses, with each application being assessed on its merits by the Director, taking into account each of the following:

- (a) benefit to the Employee; and
- (b) benefit to the City; and
- (c) only Employees who have been employed by the City on a permanent basis for a period greater than 12 months and who have met all the Key Performance Indicators for their position are eligible to apply for study assistance; and
- (d) the proposed study must be referenced within the Employee's annual performance review training plan.

- 31.3 Reimbursement of Study Assistance tuition fees** will apply for approved units of study only. The City will reimburse 75% of the unit fee to the Employee subject to:

- (a) the Employee passing the approved unit; and
- (b) the Employee presenting a copy of the unit fee from the recognised training body/ Registered Training Organisation.

- 31.4** An Employee, whose employment terminates, or where an Employee resigns (excludes voluntary severance/ redundancy) from the City within:

- (a) 12 months of the City making payments, will reimburse the City the full 100% of the tuition fees paid by the City; or
- (b) 12-24 months of the City making payments, will reimburse the City 50% of the tuition fees paid by the City.

- 31.5** Study assistance is to be applied for per semester. Note that additional fees incurred for late enrolment or late payment, or fees for the completion of repeat units will not be reimbursed. Where an Employee withdraws from a unit, immediate contact must be made to the Leader to withdraw the Employee from the program.

- 31.6** Ancillary items such as parking fees, stationery, and travel costs cannot be claimed under this clause, this includes the costs of text books and costs for associated study materials.

32. EMPLOYMENT QUALIFICATIONS

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

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

32.2 Driver's Licence

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

32.2.2 Where the loss or suspension is for six months or less and it is an inherent requirement of their position, the City in conjunction with the Employee will seek to try and cover the period through either a combination of:

- (a) alternative duties (strictly subject to Leader approval);
- (b) paid leave; and
- (c) leave without pay.

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

32.2.3 Where the Employee suffers a suspension or loss of license and the need of a driver's licence is an inherent requirement of their role, the contract of employment for that Employee will be reviewed. In these circumstances each case will be treated on its merits, and could potentially result in immediate disciplinary action.

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

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

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

33. WORKPLACE HEALTH AND SAFETY

33.1 The City is committed to implementing an effective and comprehensive workplace safety and health program, in compliance with the Work Health and Safety Act 2020.

33.2 The City recognises that the safety and health of its Workers is of prime importance and will undertake to provide all the necessary training, guidelines, safety materials and equipment necessary to ensure a safe working environment.

33.3 Equally the Worker agrees to comply with the City's safety standards and statutory obligations and contribute to and participate in all scheduled workplace safety briefings, committee meetings, training and other initiatives. This includes full cooperation in the further development of documentation and practices that will enhance the City's overall Safety Management System.

- 33.4** Workers must not possess, consume or use drugs and/or alcohol (or abuse prescription or non-prescription drugs/medication) while undertaking work at the direction of the City. Workers must report instances where they have been prescribed medication or drugs that have the ability to impact on the inherent requirements of their job, to their Leader prior to the commencement of their shift and provide to their Leader a note from their medical practitioner advising of the purpose of the medication and any possible side effects.

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

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

- 33.5** This cooperation will include although not be limited to the following:
- (a) compliance with the safety management process of identification, assessment, and control of risks prior to the commencement of work;
 - (b) so far as is practicable complying with the City's standard work methods (i.e., Task Procedures);
 - (c) report hazards and, where unable to undertake remedial action, take appropriate control measures;
 - (d) ensure contractor compliance with the City's standards and statutory obligations;
 - (e) cooperate and comply with the City's Injury Management and Return to Work processes; and
 - (f) cooperate and comply with the City's Fitness for Work Policy.
- 33.6** Each Worker acknowledges their personal responsibility to be fit for work and to work in a safe manner. Workers also acknowledge that they need to have an active interest in their own personal safety, and that of their fellow Workers and other people on the worksite.
- 33.7** Where a Worker is injured at work, the City will work with the Worker and support agencies toward a full recovery.
- 33.8** The City will ensure they have a current insurance policy that provides Workers with journey insurance cover while travelling in a direct route to and from work.

34. SUPERANNUATION AND SALARY PACKAGING

34.1 Superannuation

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

In the event an Employee self-contributes, the City will match the additional contribution, up to a maximum total contribution by the City of 15%. The maximum total contribution will consist of the compulsory superannuation guarantee contribution and an additional co-contribution of no more than the difference between the compulsory superannuation guarantee contribution and 15%.

34.2 Salary Packaging

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

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

34.3 Worker's Compensation

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

35. REDUNDANCY

The City has developed this clause to support those Employees who are affected by redundancy. A position is redundant when the City no longer requires the job the person has been performing to be performed by anyone and the City has been unable to identify a suitable alternative position (except where this is due to the ordinary and customary turnover of labour). Where an Employee's employment has been terminated due to redundancy, the Employee will be unable to be rehired by the City in any capacity for a period of not less than 12 months, calculated from the effective date of the redundancy.

35.1 Scope

This Clause 35 - Redundancy does not apply:

- (a) where employment is terminated as a consequence of conduct that justifies dismissal;
- (b) to casual Employees;
- (c) to temporary Employees whose employment is terminated by the completion of their agreed term of engagement; or
- (d) job transfers and rotations as prescribed in Clause 21 – Job Transfer and Rotations.

35.2 Communication of Redundancy

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

35.3 Process

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

Alternative Employment

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

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

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

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

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

Salary maintenance relates to the base pay rate described in Schedule 1 or 2 as applicable, plus contractual allowances and over Agreement payments. Where the base pay rate is variable, the rate will be the average base pay received over the previous three months.

Support Services

- 35.3.4 The following support services will be made available to Employees who are affected by redundancy and who do not accept a Voluntary Severance Package in accordance with sub-clause 35.3.5:
- (a) paid time off to job search and attend interviews - eight hours during the four month redeployment period;
 - (b) financial Advisory Sessions - total maximum of three hours; and
 - (c) personal or job related counselling - total maximum of three hours.

Voluntary Severance Package

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

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

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

- 35.3.5.1 three weeks' pay for each year of completed service with the City, capped at a maximum of 64 weeks;

35.3.5.2 where an Employee has been employed with the City for a minimum of five years completed continuous service, pro-rata long service leave shall be provided if the Employee is not otherwise entitled to pro-rata long service leave under this Agreement and the Regulations, and sub-clause 23 (Long Service Leave);

35.3.5.3 payment in lieu of notice of four weeks plus an additional week if the Employee is aged over 45 years (this payment only applies if the Voluntary Severance Payment is accepted at the commencement of the Redeployment Period).

Redundancy Package

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

35.3.6.1 payment for each year of service, consistent with the NES. The Employee will also be provided either a gross payment of four weeks' pay or \$5,000 (pro-rata for part time Employees, whichever is greater), provided the Employee has completed a minimum of four years' continuous service with the City prior to the City notifying the Employee in accordance with sub-clause 35.2 that the position held is to be made redundant;

35.3.6.2 where an Employee has been employed with the City for a minimum of five completed years, pro-rata long service leave shall be provided if the Employee is not otherwise entitled to pro rata long service leave under this Agreement and the Regulations and Clause 23 – Long Service Leave;

35.3.6.3 payment in lieu of notice of four weeks' plus an additional week's pay if aged over 45 years should the period in which the two offers of suitable alternative positions were made and refused is within four weeks of commencement of the Redeployment Period.

35.4 Employee Leaving During Redeployment Period

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

36. COMMITMENT TO PERMANENT EMPLOYMENT

36.1 The parties are committed to working together to ensure that permanent employment (not agency engagement) 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.

36.2 The City is committed to a policy of employing permanent Employees over temporary/casual Employees or persons employed through a third party, unless the nature of the work is short term, seasonal or is not able to be arranged so that it can be offered to a permanent Employee, due to operational requirements, funding or seasonal variations necessitating the employment of casual or temporary Employees.

- 36.3** After a period of 12 continuous months, casual Employees who can demonstrate rosters where they have worked the same hours and the same days for the prior 6 month period will be offered permanent employment unless the coverage was for a specific purpose or there is a substantive holder of the position.

37. EMPLOYEE INITIATED PHASED IN RETIREMENT

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

- 37.1** A full-time or part-time (of at least 50% of full time Employee equivalent) ongoing Employee may voluntarily apply to convert to a temporary contract part-time appointment of at least 50% for a period of between one to two years, as a transitional arrangement prior to retiring from the City, provided the Employee has been employed with the City for at least 10 years.
- 37.2** The part time appointment need not be limited to a full year appointment.
- 37.3** Alternatively, a full time Employee may elect to have a full time appointment converted to a part year appointment.
- 37.4** The City will continue to pay the employer contribution (only the compulsory superannuation) at the full time rate over the period of the temporary contract to maintain the Employee's superannuation benefit.
- 37.5** The Employee may elect to continue paying pre-tax Employee superannuation contributions over the temporary period.
- 37.6** Long service leave and annual leave entitlements will accrue on a part time basis as at the commencement date of the temporary appointment. At the end of the temporary appointment, all entitlements will be paid pro-rata to reflect total equivalent full time years of service.
- 37.7** An Employee may defer the taking of all or part of their long service leave entitlement on entering into an arrangement under this clause.
- 37.8** Employees are expected to work over the normal range of duties for their classification during the period of part time work. Duties should be agreed as part of the temporary contract prior to the commencement of the part time appointment.
- 37.9** Subject to performance reviews and operational requirements, the City has the ability to negotiate a phased in retirement plan with its Employees. Such a decision will require the mutual agreement of the City and the Employees and will be subject to:
- (a) options being explored for a reduction in hours;
 - (b) health and safety implications; and
 - (c) availability of alternative positions.
- 37.10** Prior to approving any application, the City shall inform the Employee of the consequences of accepting an end of career contractual arrangement. The Employee is responsible for seeking suitable independent advice on the impact of these arrangements on such matters as superannuation, leave entitlements and taxation prior to committing to the arrangement.
- 37.11** The City is under no obligation to reinstate the Employee's employment if the Employee changes their mind.

- 37.12 The Employee's request to work part time 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 City within four weeks of receiving the request. Where the request is approved it shall be implemented within a reasonable timeframe, subject to operational requirements.

38. CLASSIFICATION TOOL

- 38.1 The City will use the Mercer CED Job Evaluation Methodology to determine classifications for positions under this Agreement, and as specified within Appendix One.
- 38.2 In the event that a re-classification results in a lower classification, the City will comply with sub-clause 35.3.3 of this Agreement.

39. ALLOWANCES

39.1 Fares and Travelling Time

- 39.1.1 The City shall reimburse all reasonable travelling expenses incurred by the Employee in the discharge of their duties on 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.

- 39.1.1.1 An Employee to whom sub-clause 39.1.1 applies shall be paid at ordinary rates plus any appropriate penalties and loadings for the time spent in travelling between their home and the job and shall be reimbursed for any fares incurred in such travelling, but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between their home and their usual workplace.

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

- 39.1.1.3 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 to the travel.

39.2 Higher Duties

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

- 39.2.2 If an Employee is authorised to act in a higher level position in a calendar week that includes a Public Holiday, the Public Holiday is to be deemed as a day the Employee is authorised to act in a higher position for the purposes of calculating the five consecutive days (or shifts) qualifying period set out in sub-clause 39.2.1.
- 39.2.3 Where an Employee, while acting in a higher position, commences any form of leave, they will not receive the salary associated with the higher position, unless they have been acting in the higher position for three months or more.
- 39.2.4 When an Employee, while acting in a higher position, is required to perform overtime, the Employee will be paid overtime rates at the higher rate of salary.
- 39.2.5 Where an Employee has been acting in a higher position for a continuous period of 12 months or more, they may be permanently appointed to that position in accordance with the City's Recruitment and Staff Movements Procedure, unless the relief period is for a specific purpose. This period may be extended by mutual agreement.
- 39.2.6 The only exception to the qualifying period set out in sub-clause 39.2.1 is where an Employee in a position with delegated authority, for example a Senior Lifeguard is absent and their position must be filled in their absence to ensure compliance with relevant regulations or legislation. In such cases, the Employee authorised to act in the position shall receive payment for all time worked without having to meet the qualifying period set out in clause 39.2.1.

39.3 Meal Allowance

- 39.3.1 Subject to the provisions of sub-clause 39.3.2(a), an Employee required to work overtime for more than two hours shall be paid \$15.12 for a meal and, if after an additional four hours of overtime is worked, a second or subsequent meal is required he/she shall be paid \$15.12 for each meal so required. This shall not apply where meals are provided by the City at the City's cost.
- 39.3.2 The provisions of sub-clause 39.3.1 do not apply:
 - (a) in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that 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.
- 39.3.3 If an Employee to whom sub-clause 39.3.2(a) applies has, as a consequence of the notification referred to in that paragraph, provided themselves with a meal 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 39.3.1.

39.4 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 kilometre method' provided by the Australian Taxation Office.

39.5 Allowance Adjustments

The rates prescribed in sub-clauses 39.3 and 39.7 will be adjusted in accordance with the terms for the payment of salary rate increases under sub-clause 18.1 as follows:

| Date adjustment effective | From 1 July 2022 | From the FFPP on or after 1 March 2023 | From the FFPP on or after 1 March 2024 | |
|----------------------------------|-------------------------|---|---|--|
| Salary Increase | 3.5% | 2.5% | 2.5% or CPI (March Quarter), whichever is greater (capped at a maximum of 4%) | |

39.6 Reimbursement of Accommodation and Camping Expenses

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

39.7 First Aid Allowance

An Employee who has been trained to render first aid, is a current holder of recognised first aid qualifications and has been appointed by the employer to perform first aid duties as a designated First Aid Officer, will be paid an allowance of \$781.95 per annum.

40. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 40.1** The City shall where necessary and relevant provide Employees with all protective clothing and equipment required, including safety glasses.
- 40.2** Employees must at all times wear or use the appropriate safety clothing or equipment as required to carry out the specific task.
- 40.3** Where any clothing is provided by the City it shall remain the property of the City.
- 40.4** The Employee shall clean and maintain personal protective equipment, clothing and tools to a standard required by the City, outside of rostered Ordinary Hours of Work.
- 40.5** The Employee is responsible for the care and safekeeping of all clothing and equipment issued to them. All protective clothing and equipment shall be replaced on a fair wear and tear basis.
- 40.6** The City shall provide protective footwear relevant to the safety requirements and general working conditions. This footwear will be replaced on a fair wear and tear basis.

41. WITNESS/ JURY DUTY

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

41.2 An Employee required to serve on a jury or as a witness shall be granted leave of absence on full pay, but only for such period as is required to enable the Employee to carry out their duties as a juror or witness.

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

42. DEFENCE FORCE RESERVES LEAVE

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

42.2 Leave of absence may be paid or unpaid in accordance with the provisions of this Clause.

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

42.4 Paid Leave

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

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

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

42.4.4 Casual officers are not entitled to paid leave for the purpose of Defence service.

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

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

42.5 Unpaid Leave

42.5.1 Any leave for the purpose of Defence service that exceeds the paid entitlement prescribed in sub-clause 42.4 of this clause shall be unpaid

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

42.6 Use of Other Leave

- 42.6.1 An Employee may elect to use long service leave credits for some or all of their absence on Defence service, in which case they will be treated in all respects as if on normal paid leave.
- 42.6.2 The City cannot compel an Employee to use long service leave for the purpose of Defence service.

43. EMERGENCY SERVICE LEAVE

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

44. USE OF GPS TECHNOLOGY

- 44.1 GPS technology will allow the City to conduct its business in a more streamlined and effective manner, while also providing a safety mechanism for Employees who may work in isolated areas.
- 44.2 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.
- 44.3 The City will advise any Employee, and obtain approval from that Employee, for the use of (or access to the information for specified purposes) any information obtained from the GPS technology (which is considered above and beyond that information detailed in sub-clause 44.2) and is relevant to that Employee.
- 44.4 The information sourced from the technology will only be viewed and used by the appropriate parties. Information that is obtained in relation to sub-clause 44.3, with the permission of the Employees, will remain confidential and will only be distributed to those Employees who require the information, including the Manager, Director and the City's People & Culture team
- 44.5 Consent in relation to the use of GPS technology for new employees will be obtained via their contract of employment.
- 44.6 This clause cannot override any legislation contained in the *Surveillance Devices Act 1998* (WA).

45. ON CALL

- 45.1 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.
- 45.2 Employees directed to be on call will be paid \$8.98 per hour for each hour they are required to be on call. The above rate is to be increased according to the salary movements in accordance with Clause 18 – Salary Model. This payment will not be made during the time an Employee is on call out.

- 45.3** A roster shall be created in consultation with the affected Employees who possess the relevant knowledge to perform the duty. This roster will be issued to the Employees. The Employees shall work in accordance with the roster except in the case of Rangers & Surveillance Officers, where it is a specific requirement of their job.
- 45.4** Employees have the option of not participating in the on call roster, except in the case of Rangers & Surveillance Officers where it is a specific role within their duty statement. The frequency with which an Employee may be rostered to be on call shall be restricted to once every four weeks, except with the written agreement of the Employee.
- 45.5** Where possible the Employee should not be rostered on-call while on a RDO. If an Employee identifies that they are on-call during the week of their RDO or are requesting leave, then the Employee is required to advise their immediate supervisor, and:
- 45.5.1** if an Employee needs to change their roster, then they are to arrange for a suitable replacement; and
- 45.5.2** the Supervisor will need to approve the variation to the roster prior to the change occurring.
- 45.6** All Employees while on call shall maintain themselves in accordance with the City's Fitness for Work Policy.
- 45.7** All Employees shall be responsible for notifying their supervisor, where practicable, when their on-call duty will be affected by illness, injury or carer's responsibilities.
- 45.8** An Employee who is rostered on call will be provided with a mobile telephone for work purposes, to facilitate operational communications, and any other reasonable resources to carry out the task.
- 45.9** While rostered on call Employees will ensure they are available to respond immediately on receiving a call.

46. CALL OUT RATES

- 46.1** For the purposes of this Agreement, an Employee will be deemed to be on a call out if the Employee is required to work:
- (a) on a day other than their standard days of work; and
- (b) after having completed their standard hours of work and having signed off for the day are required to undertake further work on behalf of the City.
- 46.2** All after hours call out work will be paid a minimum of three hours call out payment, as per sub-clause 46.4, unless the Employee is only required to contact another party by phone, in which case a payment of \$50 will be paid.
- 46.3** Multiple call-outs during that three hour minimum period will not result in additional payments for each call out. Multiple telephone calls made during the three hour period will not result in additional payments.
- 46.4** Employees will be paid for call out at the rate of double time or, on Public Holidays double time and one half, for work undertaken as a result of an after-hours call out which requires the Employee to leave home and attend to work, and shall be paid from the time the Employee leaves home to the time the Employee returns home.
- 46.5** While on call out duties, Employees shall take no action that may put themselves or the general public at risk of injury or physical threat.

46.6 Where an Employee is called out while attending a camp, retreat or other weekend service, the Employee will be paid a minimum of one hour in call out payments at the overtime rates.

46.7 A Community Service Employee who is required to be present at the workplace for any period while on a sleepover shift shall be paid 50% of their base rate for each hour plus the on-call allowance provided for in sub-clause 45.2.

46.8 If the Employee identifies additional works that must be attended to immediately (i.e. not routine maintenance work) they shall proceed with the works. Non urgent works shall be reported to the appropriate business unit the next business day.

46.9 In support of the City's Fitness for Work Policy, an Employee who attends on site to a call out between the hours of 11:00pm and 5:00am, will amend their starting time in accordance with sub-clause 19.8.

47. PERFORMANCE REVIEWS

47.1 An annual performance review will be undertaken with all Employees on an annual basis conducted with the Employee and their Leader (where possible). The performance review shall be confidential and without limiting the scope, it is intended to identify:

- (a) any new or enhanced skills required by the Employee, if any, together with proposed competency levels required to perform in the position;
- (b) any development and expansion anticipated by the Manager 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; and
- (f) current performance level.

47.2 Following the annual performance review, an Employee shall, if eligible, receive an incremental salary progression if:

- (a) the Employee has given satisfactory service over the preceding 12 months; and
- (b) the Employee has acquired and is required by the City to utilise new and/or enhanced skills within the ambit of the level definition for their position and other skills where agreed at the Employee's development/performance review, and this has been certified in writing following, and as part of the assessment process.

48. FLEXIBLE WORKING ARRANGEMENTS

48.1 The parties recognise that the City has policies and procedures in relation to flexible working arrangements. Leaders and Employees are encouraged to work together to establish the best working pattern for their service, which will enable flexibility to both parties.

48.2 Other than Employees on standard hours rostered arrangements which cannot be adjusted due to operational requirements or serving a probationary period covered by this Agreement, Employees are able to apply for individual flexible working arrangements. Leaders and Employees must ensure, prior to approval to participate in the flexible working arrangements that:

- 48.2.1** the best possible levels of working efficiency and customer service are maintained;

- 48.2.2 hours of work and days worked are correctly recorded;
 - 48.2.3 adequate staffing requirements are maintained at all times;
 - 48.2.4 all hours of work are productive and meet the City's operational needs; and
 - 48.2.5 flexible time intended to be accumulated is to be authorised by the relevant Leader in accordance with the City's Flexible Working Arrangements Procedure.
- 48.3** The Flexible Working Arrangements Procedure, which supports the City's commitment to flexible work arrangements, will continue to operate and will remain in force unchanged during the life of this Agreement, subject to legislative changes and consultation in accordance with Clause 11 – Employee Consultative Group.

49. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 49.1** The City and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the Agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the City and employee in relation to one or more of the matters mentioned in sub-clause 49.1(a); and
 - (c) the arrangement is genuinely agreed to by the City and employee without coercion or duress.
- 49.2** The City must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the employee would be if no arrangement was made.
- 49.3** The City must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the City and Employee; and
 - (c) is signed by the City and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 49.4** The City must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 49.5** The City or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the City and Employee agree in writing, at any time.

50. TRAINEESHIPS

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

51. ANTI-DISCRIMINATION

- 51.1** It is the intention of the parties to this Agreement to prevent and eliminate discrimination based on the grounds in the *Equal Opportunity Act 1984 (WA)*, *Racial Discrimination Act 1975 (Cth)*, *Disability Discrimination Act 1992 (Cth)*, *Sex Discrimination Act 1984 (Cth)* and *Age Discrimination Act 2004 (Cth)*.
- 51.2** Accordingly, in fulfilling their obligations under the Dispute Resolution Procedures at clause 9, the parties must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 51.3** Nothing in this clause is to be taken to affect:
- 51.3.1** 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.
 - 51.3.2** an Employee, the City or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

52. NO EXTRA CLAIMS

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

53. EMPLOYEE REPRESENTATIVES

- 53.1** The City acknowledges the need to have effective workplace relations. In recognition of representatives who operate in the workplace, these representatives shall be allowed sufficient access to Employees and resources and training necessary to represent Employees in workplace relations issues, at the discretion of the CEO, provided this request is consistent with the FWC Legislation in place during the life of this Agreement.
- 53.2** This may include, for example, Occupational Safety & Health Representatives and Australian Services Union Workplace Representatives.

54. RECOVERY OF OUTSTANDING DEBTS

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

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


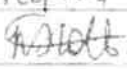
- 54.3** If no agreement on the amount to be deducted can be reached within 30 calendar days, the City may determine a reasonable schedule of deductions.
- 54.4** The Employee shall have the right to review, comment or reply to the written notice.
- 54.5** As far as practicable, the outstanding debt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

55. AGREEMENT OF PARTIES

Signatories

EXECUTED by the parties:

City of Wanneroo

| | |
|-------------------------------|--|
| Authorised Officer Full Name: | NOGLENE JENNINGS |
| Authorised Officer Position: | DIRECTOR CORPORATE STRATEGY + PERFORMANCE |
| Authorised Officer Signature: |  |
| Address: | 23 Dundobar Rd Wanneroo WA 6065 |
| Date: | 28 July 2022 |
| Witness Name: | Nicole Stott |
| Witness Position: | People & Culture Business Partner |
| Witness Signature: |  |
| Date: | 28 July 2022 |

Australian Municipal Administrative Clerical and Services Union (ASU)

| | |
|-------------------------------|--|
| Authorised Officer Full Name: | Jill Hugo |
| Authorised Officer Position: | Assistant Branch Secretary |
| Authorised Officer Signature: |  |
| Address: | 102 East Parade, East Perth WA 6004 |
| Date: | 29/07/2022 |
| Witness Name: | Katherine Sutton |
| Witness Position: | Administration Coordinator |
| Witness Signature: |  |
| Date: | 29/07/2022 |

APPENDIX ONE

POSITION EVALUATION METHODOLOGY

Positions are classified using the Mercer CED Job Evaluation Methodology (Mercer Methodology). To apply the Mercer Methodology to evaluate positions, consideration is given to the environment in which the position operates, the response to questionnaires, interviews, Position Description, Organisational Hierarchy, Service Unit structure, site visit and/or talking to people who understand the job well.

The Mercer Methodology assesses eight sub-factors that are considered to be common to all positions, grouped under three primary factors:

EXPERTISE relates to the knowledge, experience and skills that must be applied to achieve the position's objective.

Knowledge & Experience: This sub-factor assesses the experience, education and training required to achieve the position's objective. As knowledge is the result of experience, education and training, both the nature and extent of knowledge required are considered.

Breadth: This sub-factor measures the range of functions, activities and tasks required to be performed by the position.

Interpersonal Skills: This sub-factor measures the requirements of the position in relating to or managing people, both internal and external, through communication, influence, persuasion, motivation and negotiation.

JUDGEMENT relates to the processing components required of the position, including the complexity of tasks, the framework in which the position operates and the requirement for resolving problems.

Job Environment: This sub-factor measures the extent, clarity and completeness of organisational objectives, policies, systems, guidelines and techniques impacting on the position.

Reasoning: This sub-factor measures the requirement for the position to analyse situations and make judgements.

ACCOUNTABILITY relates to the impact, freedom, stature and authority of the position.

Impact: This sub-factor measures the nature and type of impact the position has on the organisation.

Independence & Influence: This sub-factor measures the position's influence, control or authority over resources or revenue.

Involvement: This sub-factor relates to decision making processes and whether the position shares accountability or is wholly accountable.

CLASSIFICATION EVALUATION REQUESTS / APPEALS

Future classification changes will comply with Clause 38 of this current Agreement.

An Employee may make a written request for a position classification reassessment in accordance with the City's SOEA Position and Establishment Management Procedure. Generally, and in accordance with the Procedure, the classification of a position may be reassessed where:

1. The City has identified significant changes to the requirements of the position since its last classification assessment; or
2. An Employee provides evidence that demonstrate there has been substantial changes to the requirements of the position they hold, supported by the Leader and NUL, since the last classification assessment including:
 - (a) significant and identifiable changes in the nature and work value of the duties performed;
 - (b) significant increase in responsibilities;
 - (c) significant change in the skills, knowledge and experience required to undertake the duties.

The changes to the position must be confirmed by the City as being required on an ongoing basis.

Where an application is submitted in its final completed state, the City shall:

- (a) respond to the application within four weeks to confirm the City's intents,
- (b) provide the employee with the right to request a support person to attend any discussion with the employee that may arise as a result of the City's decision on the outcomes from the reassessment.

CLASSIFICATION DESCRIPTORS – 9 LEVEL GRADING STRUCTURE

The following table describes the typical work features of roles at each classification level. These work features are categorised under the headings Expertise, Judgement and Accountability and align directly to Mercer's CED Job Evaluation methodology. The Classification Descriptors are not the tool used to evaluate role, instead they provide a guide to employees on common characteristics at each level.

| Level 1 |
|--|
| Typical Work Level Features |
| Expertise |
| <ul style="list-style-type: none">• Positions at this level require entry level skills to understand directions received in regard to routine tasks, and at a minimum level to operate safely.• Positions at this level require general education standards, such as a minimum Year 10 level of education with minimal work experience.• Positions at this level typically focus on a single task or a number of similar repetitive tasks.• Positions at this level are expected to demonstrate a novice level of communication and interpersonal skills. |
| Judgement |
| <ul style="list-style-type: none">• Positions at this level are expected to demonstrate a novice level of communication and interpersonal skills, to a level capable of meeting minimum standards for the position.• Positions at this level are expected to perform work tasks under close supervision, according to clearly defined procedures and instructions. |
| Accountability |
| <ul style="list-style-type: none">• Positions at this level typically provide information or a service that is used by others for the completion of work tasks.• Positions work strictly within established guidelines referring exceptions to a supervisor for decisions and guidance.• Positions at this level are typically involved in providing services that support the organisation's daily operations.• Positions at this level are expected to provide a service within defined parameters, guidelines and specifications. |

Level 2

Typical Work Level Features

Expertise

- Positions at this level are expected to demonstrate the required knowledge and skills to apply the essential elements of administrative or operational work procedures, with minimal requirement to understand preceding or succeeding work activities.
- Positions at this level require general education standards, such as a minimum Year 10 level of education. Vocational training in trade, commercial, technical or secretarial area may also be relevant at the Cert I/II level.
- Positions at this level typically focus a single task or a number of similar tasks, contained within a common set of objectives.
- Positions at this level are expected to demonstrate a foundational level of communication and interpersonal skills, and are typically involved in articulating factual information to customers and colleagues.

Judgement

- Positions at this level are expected to demonstrate a foundational level of communication and interpersonal skills, and are typically involved in articulating factual information to customers and colleagues.
- Positions at this level are expected to perform work tasks according to clearly defined procedures and work standards and instruction. The performance of work tasks may not be closely supervised where the nature of the task is repetitive and fully prescribed.

Accountability

- Positions at this level typically provide factual-information and a service that is used by others for the completion of work tasks.
- Positions work according to standard work procedures and instructions.
- Positions at this level are typically involved in providing programs and services that are part of the organisation's daily operations and at the interface with clients and customers.
- Positions at this level are expected to provide a service within defined parameters, guidelines and specifications with little discretion or participation outside of these tasks or activities.

Typical Work Level Features**Expertise**

- Positions at this level are expected to demonstrate the required knowledge and skills to apply technology, work practices and workflow in their area of work. This includes a clear understanding of equipment, quality standards and service / program knowledge to deliver work tasks and transactions.
- There is a requirement to complete work tasks with minimal instruction and guidance appropriate at this level, within established processes.
- Positions at this level require general education standards, such as a minimum Year 10 level of education. Vocational training in trade, commercial, technical or secretarial area may also be relevant at the Cert III/IV level, with up to one year of work experience.
- Positions at this level typically focus on the achievement of a narrow range of tasks, or several dissimilar tasks, contained within a common set of objectives.
- Positions at this level are expected to demonstrate a foundational level of communication and interpersonal skills, and are typically involved in identifying needs and articulating factual information to customers and colleagues.

Judgement

- Positions at this level are expected to perform work tasks according to clearly defined procedures and work standards. Structured training is provided to ensure established policies and process are consistently adhered to, without the need for close supervision.
- Positions typically operate within a well-defined environment where work situations are reoccurring and problem solving is bound within established practices and processes.

Accountability

- Positions at this level typically provide information and a service that is used by others for the completion of work tasks.
- Positions work according to standard work procedures and instructions. Minor changes to work schedules may be made, however these changes are generally supervised by others.
- Positions at this level are typically involved in providing programs and services that are part of the organisation's daily operations and at the interface with clients and customers.
- Positions at this level are expected to provide a service within defined parameters, guidelines and specifications with little discretion or participation outside of these tasks or activities.

Level 3

Typical Work Level Features

Expertise

- Positions at this level typically include officer roles that are expected to demonstrate the required knowledge and skills to apply technology, work practices and workflow in their area of work. This includes a clear understanding of equipment, quality standards and service / program knowledge to deliver work tasks and transactions.
- There is a requirement to complete work tasks with minimal instruction and guidance, within established processes.
- Positions at this level require general education standards, such as several years of work experience with a minimum Year 10 level of education. Vocational training in trade, commercial, technical or administrative area may also be relevant at the Cert III/IV level.
- Positions at this level typically focus on the achievement of a narrow range of tasks, or several dissimilar tasks, contained within a common set of objectives.
- Positions at this level are expected to demonstrate an intermediate level of communication and interpersonal skills, to articulate factual information to customers and colleagues. Typically this also involves the communication of work procedures, on-the-job instructions and support and guidance to others.

Judgement

- Positions at this level are expected to perform work tasks according to clearly defined procedures and work standards. Structured training is provided to ensure established policies and process are consistently adhered to, without the need for close supervision.
- Positions typically operate within a well-defined environment where work situations are reoccurring and bound by established practices and processes. However, there may be times when work practices need to be altered to accommodate for changes in work patterns and scheduled activities.

Accountability

- Positions at this level typically provide information and a service that is then used by others for the completion of their work tasks.
- Positions work according to standard work procedures and instructions. Minor changes to work schedules may be made, however these changes are generally supervised by others.
- Positions at this level are typically involved in providing programs and services that are part of the organisation's daily operations and at the interface with clients and customers.
- Positions at this level are expected to provide views to aid others decision making towards improvement of quality and services provided.

Level 5

Typical Work Level Features

Expertise

- Positions at this level are expected to apply knowledge and skills relevant to the functions and operations of their work area. This includes higher trade roles with minimal experience or senior administrative / clerical roles.
- For technical roles, skills at Level 5 may be acquired through a Diploma or specialist training, with minimal practical experience.
- For administrative roles, skills at Level 5 may be acquired through secondary education, significant work experience and vocational training.
- Positions are closely focused on a group of integrated tasks within one activity. This often includes a sequence of events with a common theme e.g. collating information, conducting basic analysis, forming a diagnosis, problem solving etc.
- Positions at this level are expected to obtain the cooperation of others to comply with technical, commercial and / or administrative requirements of the organisation. This includes providing information with stakeholders internal and external to the organisation, within organisational policies and guidelines.

Judgement

- Positions at this level are expected to apply clearly defined procedures and work standards. Typically structured training is provided to ensure established policies and process are adhered to, without close supervision.
- Recognised techniques and guidelines within the associated discipline are available to assess the situation, develop the plan and perform work.
- Positions typically interpret well-established procedures, precedents and guidelines; with choices limited to a few options.

Accountability

- Positions at this level have clearly defined work outcomes to achieve, however there may be some variation in the completion of related tasks, based on contextual needs and the work plan process.
- Often, the level of information or service delivery provided by positions at this level will require a basic degree of explanation or definition to the provider. Positions at this level may also be required to instruct others at lower levels.
- Positions at this level are typically involved in providing programs and services that are part of the organisation's daily operations and at the interface with clients and customers.
- Positions at this level typically share accountability for the delivery of services, programs and relevant information to stakeholders. Whilst general guidelines, policies and regulations must be applied, these positions may exercise a degree of discretion and choice in the delivery of well-understood services (i.e. modify the approach taken to meet the needs of a specific situation / context, as required).
- In some instances, positions at this level are not required to demonstrate shared accountability for the delivery of services, programs and relevant information to stakeholders. Instead, they are expected to provide advice and information in accordance with organisational guidelines and policies (as above) and contribute ideas and suggestions to others to support their decision making in improving work practices.

Level 6

Typical Work Level Features

Expertise

- Positions at Level 6 include officer and Team Leader roles as well as roles providing supervisory leadership to clerical, technical, trade and outdoor staff / teams.
- Positions at this level are expected to apply knowledge and skills relevant to the functions and operations of their work area.
- Supervision of other administrative, technical or trade roles at lower levels may include work scheduling, and determining the prioritisation and utilisation of resources.
- Provides appropriate support to others to build skills and knowledge required for role
- Skills for Level 6 roles may be acquired through a Diploma, specialist training or extensive experience of a technical nature. Officer roles are expected to demonstrate technical knowledge within their particular discipline as well as applied practice through work experience.
- Positions are generally focused on one activity.
- Positions at this level are expected to obtain the cooperation and assistance of others in the administration of well-defined activities and influence others to achieve set objectives. This includes exchanging information with stakeholders internal and external to the organisation to discuss information of a technical, commercial and / or administrative nature.

Judgement

- Positions at this level are expected to apply clearly defined procedures and work standards. Established techniques and guidelines within the associated discipline are readily available to assess the situation, develop the plan and perform work tasks.
- In some instances, positions may be required to determine their own program of work within well-defined, limited parameters and according to established priorities.
- Positions typically interpret established procedures, precedents and guidelines; with choices limited to a few options.

Accountability

- Positions at this level are able to modify and / or enhance existing programs and operational practices within established policies and regulatory guidelines.
- In some instances, positions at this level may also be involved in the resolution of more complex operational issues (within established guidelines), without the need for referral to higher levels of authority.
- Positions at this level may be involved in coaching and instructing others.
- Positions at this level are typically involved in providing programs and services that are part of the organisation's daily operations and at the interface with clients and customers.
- Positions at this level typically share accountability for the delivery of services, programs and relevant information to stakeholders. Whilst general guidelines, policies and regulations must be applied, these positions may be required to exercise a degree of discretion and choice in the delivery of well-understood services (i.e. modify the approach taken to meet the needs of a specific situation / context, as required).

Level 7

Typical Work Level Features

Expertise

- Positions at Level 7 include technical, officer and Team Leader roles, consisting of base level professionals with subject matter knowledge and broad experience deemed to be competent practitioners within their particular discipline.
- Positions at this level typically have some supervisory responsibility over staff at lower levels and are expected to instruct and assign work to professional, technical or administrative staff as well as review the quality of work undertaken by these roles.
- Provides appropriate support to others to build skills and knowledge required for role.
- Skills for Level 7 roles may be acquired through a Degree, Diploma, specialist training or extensive experience of a technical nature.
- Positions are focused on completing a diverse range of tasks related to an activity (in the case of professional/technical specialist roles, focused on a sub-discipline). Some positions may also be focussed on one activity within a function.
- Positions are expected to obtain the cooperation and assistance of others in the administration of well-defined activities and influence others to achieve set objectives. This includes exchanging information with stakeholders internal and external to the organisation to discuss information of a technical, commercial and / or administrative nature.

Judgement

- Positions are expected to follow established procedures and operating standards. Recognized techniques and guidelines within the associated discipline are available to assess the situation, develop the plan and perform work within clearly defined position objectives.
- In some instances, positions are expected to provide recommendations and support implementation and adaptation of changes to improve the efficiency and effectiveness of work practices.
- Positions typically interpret established procedures, precedents and guidelines; with choices limited to a few options.

Accountability

- Positions at this level typically provide recommendations and advice, however several equally sound sources of advice also exist and / or the advice is bound by policy and practice.
- Positions are expected to provide sound advice and recommendations which influence the decisions made by others, including supervisors and peers, in the monitoring, delivery and design of programs of work.
- In some instances, positions at this level provide advice that initiates new developments in policy and/or program delivery or professional practice and precedent.
- Positions at this level typically provide advice related to specific issues or subjects affecting the work performed within their specific business unit or area of activity.
- Positions are individually accountable within the organisation for advice provided.

Level 8

Typical Work Level Features

Expertise

- Positions at Level 8 include Coordinator and technical advisory roles with proficiency in applying established technical, professional, administrative or commercial disciplines to the work environment.
- The positions are expected to be capable of instructing or assigning work to professional, technical or administrative staff and review the quality of work undertaken by these roles.
- Coaches team members to help improve performance and development.
- At this level, it is expected that skills are acquired through substantial work experience gained from working in complex, changing environments. Skills may be supplemented by relevant formal educational standards such as a degree, an advanced diploma or equivalent qualification.
- Positions are generally focused on one activity within a function* (in the case of professional/technical specialist roles, this may be within a specific sub-discipline).
- Positions are required to actively influence and convince others to achieve specific, set objectives.
- Positions at this level are regularly expected to connect with members of the public on sensitive issues that require tact and diplomacy in order to provide and obtain information.

Judgement

- Positions are expected to adapt established guidelines, prescriptions and techniques to improve the way work is performed.
- Positions are also expected to provide recommendations and support implementation and adaptation of changes to improve the efficiency and effectiveness of work practices.
- Positions are expected to apply expertise and techniques to interpret established procedures, precedents and guidelines.

Accountability

- Positions typically specialise in a sub-discipline and provide advice to others who have a sound knowledge of the general discipline, or where the supervisor's focus is on management rather than technical issues.
- In some instances, positions at this level provide advice that initiates new developments in policy and/or program delivery or professional practice and precedent.
- Positions may be recognised as the reference point for others in relation to policy, precedent, best practices, standards or resolution of problems and may provide advice that is critical in dealing with significant issues or matters with broader implications.
- Positions are individually accountable within the organisation for advice provided.

Level 9

Typical Work Level Features

Expertise

- Positions at Level 9 include Coordinator and Specialist roles with substantial operational, administrative, commercial or management focus and experience.
- The positions are expected to demonstrate well developed skills in a specialised discipline as well as managerial skills. Positions at this level are expected to demonstrate leadership as well as a subject matter expertise in an area of discipline.
- Positions are expected to instruct and assign work to professional, technical and / or administrative staff and review the quality of work undertaken at lower levels.
- Coaches team members to help improve performance and development.
- At this level, it is expected that skills are acquired through substantial work experience gained from working in complex, changing environments. Skills and experience may often be supplemented by a relevant degree or equivalent qualification.
- Positions are focused on managing activities within a function or functions* related to their sub-discipline, or closely focused on one or more activities (in the case of professional/technical specialist roles, it may be related to a specific sub-discipline).
- Positions are required to actively influence and convince others to achieve specific, set objectives.
- Positions at this level are regularly expected to connect with members of the public on sensitive issues that require tact and diplomacy in order to provide and obtain information.

Judgement

- Positions at this level are required to develop and / or review operational methods, or specific operational policies, practices and standards while being constrained by subject matter, precedent or methodology.
- Positions are expected to apply expertise and techniques to resolve issues that may typically arise. Problem resolution typically occurs within existing realm of organisational or professional knowledge and expertise.

Accountability

- Positions provide expert advice on specific issues or an area of expertise; however the organisation will have ready access to advice from a number of sources and an existing body of knowledge in the area typically exists.
- Positions may be accountable for an operating/capital expenditure budget and have operational autonomy and delegations, with the responsibility to vary plans and practice, to meet client or community needs and can introduce limited or short term changes without approval.
- Positions may be recognised as the reference point for others in relation to policy, precedent, best practices, standards or resolution of problems and may provide advice that is critical in dealing with significant issues or matters with broader implications.
- Positions are individually accountable within the organisation for advice provided.

* Function relates to the broad functional areas of management, scope or distinctly different disciplines. Each Function consists of integrated activities. For example:

| | |
|--------------------|--|
| Function | Finance |
| Activities | Financial Accounting, Management Accounting etc. |
| Tasks | Accounts Payable, Accounts Receivable |
| Single task | Data entry |

SCHEDULE 1 – SALARY SCHEDULE

*Third salary increase (Column D) is 2.5% or equivalent to Perth CPI (capped at 4%) whichever is greater (as per sub-clause 18.1.3).

| CLASSIFICATION | STEP | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|------------------|------|---|--|--|---|
| Level 1 | 1 | \$43,464 | \$44,985 | \$46,110 | \$47,263 |
| 16 years & under | | | | | |
| 17 years | 2 | \$45,135 | \$46,715 | \$47,883 | \$49,080 |
| 18 years | 3 | \$47,561 | \$49,226 | \$50,456 | \$51,718 |
| 19 years | 4 | \$49,995 | \$51,745 | \$53,038 | \$54,364 |
| 20 years | 5 | \$52,407 | \$54,241 | \$55,597 | \$56,987 |
| Adult | 6 | \$54,165 | \$56,061 | \$57,462 | \$58,899 |
| Level 2 | 1 | \$55,662 | \$57,610 | \$59,050 | \$60,527 |
| | 2 | \$56,566 | \$58,546 | \$60,009 | \$61,510 |
| | 3 | \$57,963 | \$59,992 | \$61,491 | \$63,029 |
| | 4 | \$59,491 | \$61,573 | \$63,113 | \$64,690 |
| Level 3 | 1 | \$61,135 | \$63,275 | \$64,857 | \$66,478 |
| | 2 | \$62,097 | \$64,270 | \$65,877 | \$67,524 |
| | 3 | \$63,059 | \$65,266 | \$66,898 | \$68,570 |
| | 4 | \$64,417 | \$66,672 | \$68,338 | \$70,047 |
| Level 4 | 1 | \$66,136 | \$68,451 | \$70,162 | \$71,916 |
| | 2 | \$67,482 | \$69,844 | \$71,590 | \$73,380 |
| | 3 | \$68,705 | \$71,110 | \$72,887 | \$74,710 |
| | 4 | \$70,759 | \$73,236 | \$75,066 | \$76,943 |
| Level 5 | 1 | \$73,267 | \$75,831 | \$77,727 | \$79,670 |
| | 2 | \$74,716 | \$77,331 | \$79,264 | \$81,246 |
| | 3 | \$76,115 | \$78,779 | \$80,749 | \$82,767 |
| | 4 | \$78,050 | \$80,782 | \$82,801 | \$84,871 |
| Level 6 | 1 | \$79,457 | \$82,238 | \$84,294 | \$86,401 |
| | 2 | \$82,051 | \$84,923 | \$87,046 | \$89,222 |
| | 3 | \$83,824 | \$86,758 | \$88,927 | \$91,150 |
| | 4 | \$85,881 | \$88,887 | \$91,109 | \$93,387 |
| Level 7 | 1 | \$87,916 | \$90,993 | \$93,268 | \$95,600 |
| | 2 | \$90,159 | \$93,315 | \$95,647 | \$98,039 |
| | 3 | \$92,076 | \$95,299 | \$97,681 | \$100,123 |
| | 4 | \$93,421 | \$96,691 | \$99,108 | \$101,586 |
| Level 8 | 1 | \$95,835 | \$99,189 | \$101,669 | \$104,211 |
| | 2 | \$97,714 | \$101,134 | \$103,662 | \$106,254 |
| | 3 | \$99,593 | \$103,079 | \$105,656 | \$108,297 |
| | 4 | \$101,474 | \$105,026 | \$107,651 | \$110,343 |
| Level 9 | 1 | \$105,208 | \$108,890 | \$111,613 | \$114,403 |
| | 2 | \$107,277 | \$111,032 | \$113,807 | \$116,653 |
| | 3 | \$109,715 | \$113,555 | \$116,394 | \$119,304 |

| | | | | | |
|--|---|-----------|-----------|-----------|-----------|
| | 4 | \$112,143 | \$116,068 | \$118,970 | \$121,944 |
|--|---|-----------|-----------|-----------|-----------|

SCHEDULE 2 – SALARY SCHEDULE

The salaries contained within Schedule 2 stand-alone and do not directly relate to rates in Schedule 1. This is due to different rate increases applied to the salary schedules in the *City of Wanneroo Salaried Officers Collective Enterprise Agreement 2012*.

*Third salary increase (Column D) is 2.5% or equivalent to Perth CPI (capped at 4%) whichever is greater (as per sub-clause 18.1.3).

Library Officers Salary Schedule[^]

| CLASSIFICATION | | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|----------------|------|---|--|--|---|
| | STEP | | | | |
| Level 2 | 1 | \$60,775 | \$62,902 | \$64,475 | \$66,087 |
| | 2 | \$61,862 | \$64,027 | \$65,628 | \$67,269 |
| | 3 | \$63,541 | \$65,765 | \$67,409 | \$69,094 |
| | 4 | \$65,379 | \$67,667 | \$69,359 | \$71,093 |
| Level 3 | 1 | \$67,195 | \$69,547 | \$71,285 | \$73,068 |
| | 2 | \$68,252 | \$70,641 | \$72,407 | \$74,217 |
| | 3 | \$69,311 | \$71,737 | \$73,530 | \$75,369 |
| | 4 | \$70,804 | \$73,282 | \$75,114 | \$76,992 |
| Level 4 | 1 | \$72,748 | \$75,294 | \$77,177 | \$79,106 |
| | 2 | \$74,229 | \$76,827 | \$78,748 | \$80,716 |
| | 3 | \$75,574 | \$78,219 | \$80,175 | \$82,179 |
| | 4 | \$77,834 | \$80,558 | \$82,572 | \$84,636 |

[^]The Level 2, 3 and 4 Library Officers 10% unsociable hours loading was incorporated into their base salary in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* and therefore no further claims can be made for the 10% loading from the effective date of the above 2008 Agreement.

Caretakers Salary Schedule^{^^}

| CLASSIFICATION | | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|----------------|------|---|--|--|--|
| | STEP | | | | |
| Level 2 | 1 | \$63,572 | \$65,797 | \$67,442 | \$69,128 |
| | 2 | \$64,709 | \$66,974 | \$68,648 | \$70,364 |
| | 3 | \$66,464 | \$68,790 | \$70,510 | \$72,273 |
| | 4 | \$68,385 | \$70,778 | \$72,548 | \$74,362 |

^{^^}The Caretakers 15% loading for unsociable hours was incorporated into their base salary in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* and therefore no further claims can be made for the 15% loading from the effective date of the above 2008 Agreement.

Rangers & Surveillance Officers Salary Schedule^{^^^}

| CLASSIFICATION | | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|----------------|------|---|--|--|--|
| | STEP | | | | |
| Level 5 | 1 | \$88,690 | \$91,794 | \$94,089 | \$96,441 |
| | 2 | \$90,446 | \$93,612 | \$95,952 | \$98,351 |
| | 3 | \$92,139 | \$95,364 | \$97,748 | \$100,192 |
| | 4 | \$94,482 | \$97,789 | \$100,234 | \$102,739 |
| Level 6 | 1 | \$96,183 | \$99,549 | \$102,038 | \$104,589 |
| | 2 | \$99,325 | \$102,801 | \$105,371 | \$108,006 |
| | 3 | \$101,470 | \$105,021 | \$107,647 | \$110,338 |
| | 4 | \$103,961 | \$107,600 | \$110,290 | \$113,047 |

^{^^^}The Rangers and Surveillance Officers 15% loading for unsociable hours was incorporated into their base salary in the *City of Wanneroo Salaried Officers Union Collective Agreement 2008* and therefore no further claims can be made for the 15% loading from the effective date of the above 2008 Agreement.

The additional 4 hours per fortnight, as per sub-clause 19.11.5 are incorporated into the above salary rates.

Safety Patrol Officers Salary Schedule^{^^^^}

| CLASSIFICATION | | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|----------------|------|---|---|---|--|
| | STEP | | | | |
| Level 3 | 1 | \$76,403 | \$79,077 | \$81,054 | \$83,080 |
| | 2 | \$77,606 | \$80,322 | \$82,330 | \$84,389 |
| | 3 | \$78,809 | \$81,567 | \$83,606 | \$85,697 |
| | 4 | \$80,505 | \$83,323 | \$85,406 | \$87,541 |
| Level 4 | 1 | \$82,669 | \$85,562 | \$87,701 | \$89,894 |
| | 2 | \$84,352 | \$87,304 | \$89,487 | \$91,724 |
| | 3 | \$85,881 | \$88,887 | \$91,109 | \$93,387 |
| | 4 | \$88,449 | \$91,545 | \$93,833 | \$96,179 |

^{^^^^}The Safety Patrol Officers 25% loading for unsociable hours was incorporated into their base salary in the *City of Wanneroo Salaried Officers Collective Enterprise Agreement 2012* and therefore no further claims can be made for the 25% loading from the effective date of the above 2012 Agreement.

Community Services Officer (Recreation) Salary Schedule – Full time/ Part time Hourly Rates (for roles not under Schedule 1)

| CLASSIFICATION | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|---------------------------------|---|---|--|---|
| Lifeguard | \$23.34 | \$24.16 | \$24.76 | \$25.38 |
| Sports Umpire | \$23.34 | \$24.16 | \$24.76 | \$25.38 |
| Gym Instructor | \$27.14 | \$28.09 | \$28.79 | \$29.51 |
| Personal Trainer | \$27.14 | \$28.09 | \$28.79 | \$29.51 |
| Group Fitness Instructor | \$27.14 | \$28.09 | \$28.79 | \$29.51 |

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

These rates have a 25% loading on the Community Services Officer (Recreation) Full time/ Part time Hourly Rates Schedule (above) included in accordance with clause 16.1.

| CLASSIFICATION | 30 JUNE 2022 RATE (SOEA 2019) COLUMN A | 3.5% INCREASE (1 July 2022) COLUMN B | 2.5% INCREASE (March 2023) COLUMN C | Minimum 2.5%* INCREASE (March 2024) COLUMN D |
|---------------------------------|---|---|--|---|
| Lifeguard | \$29.18 | \$30.20 | \$30.96 | \$31.73 |
| Sports Umpire | \$29.18 | \$30.20 | \$30.96 | \$31.73 |
| Gym Instructor | \$33.92 | \$35.11 | \$35.98 | \$36.88 |
| Personal Trainer | \$33.92 | \$35.11 | \$35.98 | \$36.88 |
| Group Fitness Instructor | \$52.16 | \$53.99 | \$55.34 | \$56.72 |

** This is a negotiated industry rate

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/3201

Applicant: City of Wanneroo
(name of applicant)

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Noelene Jennings, Director Corporate Strategy and Performance have the authority given to me by the City of Wanneroo to give the following undertakings with respect to the City of Wanneroo Salaried Officers Enterprise Agreement ("the Agreement"):

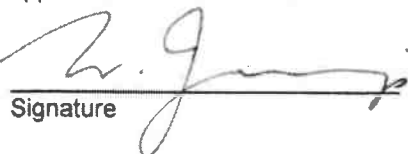
1. The City undertakes:

- a. it will have a written agreement with each part-time employee as to their regular pattern of work. This agreement will set out the agreed fortnightly:
 - i. hours of work; and
 - ii. days of work, including the hours to be worked each day.
- b. where part-time employees agree to work additional hours beyond their regular pattern of work (being the written agreed hours above), they will be paid for those hours (up to an average of 38 ordinary hours per week) at their Ordinary Hourly Rate of pay, provided their agreement to work additional hours at the ordinary rate is entered into without duress and is recorded in writing stipulating the hours are to be paid at the ordinary rate; and
- c. it will not **direct** part-time employees to work additional hours beyond their regular pattern of work (being the written agreed hours above), except where the direction is approved in writing by the relevant Service Unit Manager. Any additional hours worked as a result of such a direction will be paid as overtime in accordance with cl 20.5.

2. The City undertakes that time off in lieu (**TOIL**) accrued under cl 20.3 of the Agreement:

- a. may be cashed out by an Employee at any time after being accrued;
- b. will be paid to the Employee upon termination of their employment; and
- c. must be taken or cashed out within the period of 6 months after the overtime accruing the TOIL is worked and upon application by the employee in accordance with the City's procedures.

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


Signature

17-8-2022
Date

