



CITY OF BAYSWATER ENTERPRISE AGREEMENT 2019

(INSIDE WORKFORCE)

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1. - TITLE

This Agreement shall be known as the:

City of Bayswater Enterprise Agreement 2019 (Inside Workforce)

2. – SCOPE OF AGREEMENT

2.1 Duration

The nominal expiry date of this Agreement will be 30 June 2022. The parties will commence discussions regarding continuation, renewal replacement of this agreement no less than six months prior to expiration of the Agreement.

2.2 Variation

The parties to this Enterprise Agreement acknowledge that this agreement can be varied by consent of both parties, and subject to approval by the Fair Work Commission, at any time during its currency.

2.3 Application and Coverage

The parties to this Agreement shall be:

- City of Bayswater, 61 Broun Avenue, Morley (Employer); and
- Employees employed by the City of Bayswater, in the inside workforce, excluding Employees employed under any other registered Agreement or Employees who are Negotiated Salaried Officers, and those under maximum term contracts, and
- Australian Municipal, Administration, Clerical and Services (WA Branch) Union (ASU).

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.

- 2.4** This agreement shall operate to the exclusion of the *Local Government Industry Award 2010*, and/or its successors unless specifically stated otherwise.

3. - DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009*.

Accrued Day Off refers to the fortnightly roster of standard hours over nine (9) days enabling one day per fortnight to be accrued as a day off.

Accrued Time Off refers to time off in lieu of extra hours worked.

Base Rate of Pay has the same meaning as in the NES.

Employee Performance Appraisal refers to the documentation utilised by the Employer to review the Employee's performance, training and development.

Employee means an Employee covered by *The Local Government Industry Award 2010* and this Agreement and/or its successors.

Employee Representative is the term for a person elected to be the spokesperson for a workplace where there is no Union Representative duly elected or where Employees decide to undertake their own negotiations and/or deal with disputes.

Employer means the City of Bayswater (Employer).

Full Rate of Pay has the same meaning as in the NES.

Full Time Ordinary Hours means an average of 38 hours per week over a 52 week period paid at ordinary time rates.

FWC means the Fair Work Commission

Hourly Base Rate of Pay of an Employee is the base rate of pay payable to the Employee for his or her ordinary hours of work, as defined in Clause 19.4

NES is the National Employment Standards.

Shift Worker means an Employee:

- who works as per a continuous 24 hour roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- who is regularly rostered on to work on Sundays and public holidays.

Standard Hourly Rate means hourly base rate of pay for Band 4, as defined in Clause 19.4

Union Delegate refers to a person employed by the City of Bayswater who has been duly elected in accordance with the rules of the Union to represent the interests of the workforce.

Union means the Australian Municipal, Administration, Clerical and Services (WA Branch) Union (ASU).

Weekly Base Rate of Pay of an Employee is determined by reference to clause 19.6 for the level of work performed by a full-time Employee.

SPECIFIC OPERATIONS OR CLASSIFICATIONS

Call Centre Operator means a person employed as a first point of contact for the City of Bayswater after hours services and ensuring relevant information is obtained and relayed to a City of Bayswater Officer for appropriate responses.

Community Services shall mean those Employees whose role is to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, aged, domiciliary, arts and/or culture (including arts programs, exhibitions, museums, art galleries, events entertainment and theatres).

Garbage, Sanitary and Sullage Services shall mean those Employees who are employed in the following work functions: recycling, street sweeping, waste collection, waste disposal including tips, landfills, waste transfer stations, including mechanical services in connection with these work functions.

Local Law Enforcement and Community Safety Services shall mean those Employees who are employed to enforce the Employer's Local Laws or any Acts, which the Employer is empowered to enforce or to ensure community safety, including Community Rangers.

Recreation Centres means a recreation centre, leisure centre, swimming pool, aquatic centre or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

Security Officer means a person employed to watch and/or guard and/or patrol and/or protect premises and/or property over a 24 hour, 7 day rotating roster; provided that a Security Officer may perform incidental duties which need not be of a security nature including law enforcement activities.

Tourism shall mean those Employees who are employed in the following services: visitor and regional information centres; sporting, exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.

4. – OBJECTIVES

4.1 Main Purpose

The main purpose of this Agreement is to confirm the wages, terms and conditions to be applied for the City of Bayswater inside workforce.

4.2 Employer Objectives

The City intends the Agreement to drive the achievement of the following objectives:

- To be a high performing organisation, supporting the achievement of the City's corporate objectives.
- To create a work environment which supports efficient work practices and a focus on results, which in turn supports the delivery of timely, effective and quality customer services.
- To attract and retain staff through the creation of a flexible working environment supportive of people managing their work and family commitments.
- To promote, achieve and maintain high standards of health and safety for all Employees.

4.3 Agreement of Parties

The parties to this Agreement agree that:

- it is their intention to achieve the principle object in Section 3 of the Act, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

- any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.

5. - NO FURTHER CLAIMS

- 5.1** The parties agree that no further claims shall be sought for the duration of this Agreement, unless agreed by the parties. The parties further agree that the commitment given in this clause covers the field of employment conditions.
- 5.2** If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court of 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.
- 5.3** This agreement shall stand alone and no other enterprise agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement shall have any effect in relation to Employees covered by this Agreement while this Agreement is in operation, other than as prescribed under Clause 2.4.

6. – INDIVIDUAL FLEXIBILITY

- 6.1** An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 6.1.1** the agreement deals with one or more of the following matters:
- arrangements about when work is performed or the hours of work;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading;
- 6.1.2** the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause 6.1.1; and
- 6.1.3** the arrangement is genuinely agreed to by the Employer and Employee.
- 6.2** The Employer must ensure that the terms of the individual flexibility arrangement:
- are about permitted matters under section 172 of the Act; and
 - are not unlawful terms under section 194 of the Act; and
 - would result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3** The Employer must ensure that the individual flexibility arrangement:
- 6.3.1** is in writing; and
- 6.3.2** includes the name of the Employer and Employee; and
- 6.3.3** is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 6.3.4** includes details of:

- the terms of the enterprise agreement that will be varied by the arrangement;
- how the arrangement will vary the effect of the terms; and
- 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

6.3.5 states the day on which the arrangement commences.

6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after which it is agreed.

6.5 The Employer or Employee may terminate the individual flexibility arrangement:

6.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

6.5.2 if the Employer and Employee agree in writing at any time.

PART B - EMPLOYMENT ARRANGEMENTS

7. – EMPLOYMENT CATEGORIES

Employees may be employed in any of the following categories:

7.1 Permanent Employment - Full-Time

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

7.2 Permanent Employment - Part-Time

7.2.1 A part-time Employee shall mean an Employee who works regularly for an average of less than 38 ordinary hours in any week.

7.2.2 Part time Employees will receive, on a pro rata basis, equivalent pay and conditions to those of full-time Employees.

7.2.3 At the time of engagement the Employer and the part-time Employee will agree in writing specifying the amount of hours worked each pay period fortnight.

7.2.4 By agreement an Employer and Employee may vary the agreed hours of work.

7.2.5 Overtime for a part time Employee shall be the same as for a full time Employee and occurs when they work more than 38 hours in a week (40 hours for a Security Officer).

7.3 Casual Employment (Non-Continuing)

7.3.1 Casual Employees shall be paid a 25% loading, in addition to the ordinary hourly rate of pay for the classification of work performed. The loading shall also be paid in addition to any other penalty rate payable for ordinary hours of work performed.

7.3.2 The casual loading is paid as compensation in lieu of annual and personal leave, public holidays and severance pay provided for by the Agreement.

Casual Employees are entitled to access long service leave and parental leave.

- 7.3.3 The services of a casual Employee shall be terminated by one hour's notice given by either Employer or Employee, or by payment of one hour's wages in lieu of notice.
- 7.3.4 Casual loading is not paid in addition to overtime penalty rates. A casual Employee shall be entitled to payment of overtime on the hourly base rate of pay exclusive of casual loading.

7.4 Temporary Employment - Full Time or Part Time

- 7.4.1 Temporary employment shall mean an Employee engaged for a specific project or program or activity, which the Employer indicates at the time of engagement may not be ongoing, and
- 7.4.2 A temporary Employee shall be advised in writing prior to the commencement of the employment, the hours of work, remuneration to be paid, and the expectations in relation to the tasks to be performed or outcomes to be achieved during the period of employment.

7.5 Trainees/Apprentices

The City may engage Employees under traineeship/apprenticeship arrangements on temporary contract which shall be subject to applicable Western Australian training legislation.

8. – APPRENTICES

- 8.1 The terms of this Agreement apply to apprentices, except where otherwise provided.
- 8.2 Apprentices may be engaged in trades or occupations that are declared or recognised by an apprenticeship authority. For the purpose of this clause, apprenticeship authority means a State training authority with the responsibility for the apprenticeship.
- 8.3 Where a statute or regulation relating to apprentices is in force in a State, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.
- 8.4 An apprenticeship may be cancelled or suspended only in accordance with requirements of the apprenticeship training agreement and the requirements of the relevant State legislation.

9. – TRAINEES

- 9.1 The City of Bayswater may introduce traineeships that combine work and structured training. This will require a contract to be entered into through the Western Australia Department of Training and Workforce Development.

9.2 The terms of this Agreement apply to trainees, except where otherwise provided.

9.3 If a traineeship is introduced the following will apply:

- Entry will be by merit selection.
- A person will be engaged for the duration of the traineeship.

9.4 Following the:

- Successful completion of the relevant tertiary studies; and
- A rating of competent or better on their performance,

a trainee will be offered permanent employment if a suitable, vacant, budgeted position exists.

10.- SUPPORTED WAGE SYSTEM

10.1 The Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability.

10.2 Employees covered by the SWS will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a disability support pension.

10.3 This will not apply to any existing Employee who has a claim against the City which is subject to the provisions of workers compensation legislation or any other provision of this Agreement, relating to the rehabilitation of Employees who are injured in the course of their employment.

10.4 Terms and Conditions relating to the SWS are provided in the *Local Government Industry Award 2010*.

11.- TERMINATION OF EMPLOYMENT

11.1 Notice Period - Employer

The Employer may end the employment of the Employee by giving them notice. The amount of notice required to be given by the Employer to the Employee is based upon the period of continuous employment as follows:

Period of Continuous Service	Period of Notice
At least 1 year but less than 2 years	1 week
At least 2 years but less than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
Over 5 years of completed service	4 weeks

This period of notice is increased by two weeks by the Employer if the Employee is over 45 years old and has completed at least two years continuous service with the Employer. The Employer may, instead of giving notice, pay the Employee wages equivalent to the required period of notice or payment in lieu.

During a probationary period, either the Employer or the Employee may terminate employment relationship with the giving of one week's notice, or payment in lieu of one week's salary.

A shorter notice period can be negotiated between the Employer and the Employee.

The above conditions do not apply where employment is terminated under Clause 11.4 Serious Misconduct.

11.2 Notice of Termination - Employee

The Employee may resign from employment by giving notice to the Employer. The notice of termination required to be given by an Employee is the same as that required of an Employer, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination, under this Agreement, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.

11.3 Unauthorised Absence

If an Employee has been absent for a period of ten working days without the consent of the Employer, and during such time has not established to the satisfaction of the Employer that he/she was absent for reasonable cause, then he/she will be deemed to have abandoned his/her Employment without notice. This is provided that the Employer has made reasonable efforts to contact the Employee before the contract is terminated under this subclause.

Termination in such circumstances will operate as from the date of the last attendance at work, or the last day's absence in respect of which consent was granted.

11.4 Serious Misconduct

The Employer may end the employment of an Employee without notice if the Employee's conduct is clearly wrong, dangerous or unsuitable for their employment. Similarly, the Employee may end their employment without notice if the Employer's conduct is clearly wrong, dangerous or unsuitable for their employment.

Serious Misconduct is defined in Regulation 1.07 of the *Fair Work Regulations 2009*.

Where the City determines any misconduct has occurred, and that disciplinary action is appropriate, one or more of the following actions may be taken:

- Improvement action
- Formal counselling
- Written warning
- Transfer permanently or temporarily to another position
- Termination of employment.

If at any time the Employee is charged with any criminal offence, or in such other serious matter the Employer may suspend the Employee from duty, with pay, while the matter is investigated (if deemed necessary) by the Employer.

12. – REDUNDANCY

- 12.1** Redundancy happens when an Employer does not need an Employee's job to be done by anyone. An Employee is entitled to be paid redundancy pay by the Employer if the employment is terminated at the Employer's initiative. Exceptions are where this is due to the ordinary and customary turnover of labour.
- 12.2** The Employer may, in special circumstances, determine that benefits additional to those severance payments described in this clause are to be paid to an Employee. However details of those additional benefits and/or payments shall be published in accordance with section 5.50(2) of the *Local Government Act 1995 (WA)*.
- 12.3** The Employer may, at its absolute discretion, provide outplacement/career development assistance where deemed necessary. This benefit cannot be taken in cash or any form of in kind equivalent.
- 12.4** The minimum termination payment will be calculated in accordance with this clause and shall include payment for annual leave accrued but not yet taken and pro rata long service leave regardless of length of service. Payment of pro rata long service leave for Employees with less than 7 years of industry service is a benefit payable for service only with the Employer and shall be made at the rate of one and three tenths weeks leave for each year of service. Previous service with other local authorities will not count for accruing entitlement for these purposes.
- 12.5** Employees made redundant prior to the completion of 4 years of continuous service shall only receive entitlements due to them under the NES.

REDUNDANCY PAY PERIOD

Employee's period of continuous service with the Employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks

- 12.6** For Employees with 4 years or more continuous service a maximum payment shall be made to the Employee, calculated at:
- 7 weeks salary, plus
 - 2 weeks' salary for each successive year of service,

limited to a maximum amount equal to 52 weeks' salary, or an amount equal to no more than 12 months' salary. Examples include:

At least 4 years but less than 5 years	9 weeks
At least 7 years but less than 8 years	15 weeks
At least 9 years but less than 10 years	19 weeks

At least 20 years but less than 21 years	41 weeks
At least 25 years but less than 26 years	51 weeks
At least 26 years but less than 27 years	52 weeks
At least 27 years but less than 28 years	52 weeks

- 12.7** When calculated, the total number of weeks shall be in addition to entitlements for payments in lieu of notice.
- 12.8** The term "weeks' pay" means the normal weekly salary or wage payable to the Employee including any penalty rates normally paid but excluding overtime and intermittent payments. The term also includes salary or wages specifically sacrificed for additional non-award benefits but does not include the value of any non-award benefit normally provided for the Employee's position such as vehicles or non-agreed superannuation contributions.
- 12.9** An Employee receiving payment in addition to any entitlements under this agreement or the terms of their individual contract of employment will be required to sign a Confidential Deed of Settlement absolving the Employer from being the subject of any claim, in any jurisdiction, for further compensation.
- 12.10** For the purposes of this clause any entitlement that is available under the Payout of Accrued Personal Leave Provisions (Clause 28), will be available if the Employee's services are terminated by the Employer for reasons of genuine redundancy.
- 12.11** If an Employee is entitled to be paid severance pay by the Employer because of this clause and the Employer obtains other acceptable employment for the Employee, the Employer may apply to the FWC, who may determine that the amount of severance pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate. The amount of redundancy pay to which the Employee is entitled under this clause is the reduced amount specified in the determination.

13.- TRANSMISSION OF BUSINESS AND REDUNDANCY PAY

- 13.1** Clause 12 does not apply to the termination of a transferring Employee's employment that occurs in connection with the transfer of a business if the new Employer recognises the Employee's service with the Employer in the business being transferred (whether or not the Employer was previously a new Employer in connection with the business).
- 13.2** Clause 12 does not apply to an Employee in a business being transferred if he or she rejects an offer of employment with the new Employer:
- that is on terms and conditions substantially similar to, or when considered on an overall basis no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination of that employment; and
 - that recognises the Employee's service with the Employer in the business (whether or not the Employer was previously a new Employer in connection with the business).

- 13.3** On application by the Employee, the FWC may, if satisfied that subsection 13.1 operates unfairly to him or her, determine that the old Employer must pay the Employee a specified amount of redundancy pay. The amount must not exceed his / her entitlement under Clause 12.

PART C - HOURS OF WORK AND RELATED MATTERS

14. – HOURS OF WORK

14.1 Ordinary Hours

The ordinary/standard hours of work per week will be an average of 38 hours over a 52 week period, inclusive of all categories of leave.

The average hours of work can be worked on one of the following basis:

- 38 hours over seven consecutive days; or
- 76 hours over fourteen consecutive days; or
- 114 hours over 21 consecutive days; or
- 152 hours over 28 consecutive days; or
- such further extended cycles as agreed between Employer and Employees which produces an average of 38 hours per week.

14.2 Span of Ordinary Working Days

14.2.1 Monday to Friday - unless otherwise stated, the ordinary days of work for all Employees shall be between Monday to Friday (inclusive).

14.2.2 Monday to Saturday - the span of ordinary days for Library staff will be Monday to noon Saturday.

14.2.3 Monday to Sunday - the span of ordinary days for Employees engaged in the following functions shall be Monday to Sunday (inclusive):

- | | |
|-----------------------------|------------------------------------------|
| • Call Centre Operators | • Customer Service Centres |
| • Caretakers/Hall Keepers | • Garbage, Sanitary and Sullage Services |
| • Catering/Hospitality | • Parking Station Attendants |
| • Cleaners | • Security Officers |
| • Community Ranger Services | • Tourism |
| • Recreation Centres | • Community Services |

14.3 Span of Ordinary Hours

14.3.1 The span of hours of work shall be for Employees:

- standard working hours (those not accessing the flexible working hours scheme) – 08.30hrs to 17.06hrs.
- accessing the flexible working hours scheme (Flexitime) - between the hours 07.00hrs and 18.00hrs.

Notwithstanding the provisions of Clause 14.3.1, the span of hours for Employees engaged in the following functions shall be:

- 14.3.2 **Engineering and Parks staff** - are to work 8.5 hours per day, inclusive of a paid 15 minute (paid) morning tea break, but excluding a lunch break (unpaid) of a minimum of 30 minutes, within a span of 12 hours (06.00hrs – 18.00hrs). This pattern of working hours will allow for the continuation of a nine day fortnight for Engineering and Parks staff.
- 14.3.3 **Recreation Centres and Community Services** - the span of hours will be 05.00hrs to 22.00hrs.
- 14.3.4 **Library Services** - the span of hours will be 07.00hrs to 21.00hrs on Monday to Friday and 07.00 hrs to 12:00 hrs on Saturday.
- 14.3.5 **Caretakers, Catering, Cleaners, Garbage, Sanitary and Sullage Services, Hall Keepers, Hospitality, Parking Station Attendants and Tourism** - the span of hours shall be 05.00hrs to 21.00hrs. The span of hours including start and finish times may be altered by agreement between the Employer and the affected Employee.
- 14.3.6 **Local Law Enforcement and Community Ranger Services** - the span of hours of work shall be between 07.00 hrs to 21.00 hrs, Monday to Friday and 09.00hrs to 17.00hrs Saturday and Sunday, unless as agreed otherwise and in accordance with rosters.
- 14.3.7 **Security Officers** - the span of hours of work shall be 24 hours per day 7 days per week on a rotating roster.

By mutual agreement the Employer and Employee may enter into arrangements to work reasonable additional hours of work. Such hours will be consistent with the requirements of the National Employment Standards covering Hours of Work and Flexible Working Arrangements.

14.4 Maximum Ordinary Hours in a Day

Unless otherwise agreed between the Employer and Employee to work a maximum of 12 ordinary hours, an Employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks).

Unless otherwise agreed between the Employer and the Employee, an Employee who is a Security Officer may work up to a maximum of 12 ordinary hours on any day (including paid meal breaks).

14.5 Changes to Employee Start, Finish and/or Meal Times

The Employer may vary an Employee's start, finish and/or meal times following consultation with that Employee, provided that such change is reasonable having regard to:

- the operational requirements of the Employer;
- the personal circumstances of the Employee;
- the observance of appropriate occupational health and safety standards; and
- the period of notice given to the Employee.

14.6 Period of Service

'Service' shall mean, in addition to actual working service, public holidays and paid leave as prescribed by this Agreement. Any other time where an Employee is absent from work, without pay shall not count as service, but this does not mean that any such absence will necessarily break continuity of service.

14.7 9 Day Fortnight

Those Employees on a 9 day fortnight will work an 8.5 hour day. Ordinary hours will be spread over 9 days, enabling one day 'accrued day off' (ADO) to be accumulated per fortnight. This ADO will be credited at the rate of 7.6 hours. The ADO will be taken without loss of pay in each fortnightly working cycle (Mon- Fri) in accordance with current work practices.

By agreement between the Employer and Employee, in special circumstances ADOs can be accrued, rather than taken as the identified day off rostered in the working cycle. Where the taking of ADOs is deferred or accumulated the Employee shall be paid at the applicable rate at the time that the deferred or accumulated time is taken as leave. ADOs must be taken within six months of being accrued. The Employer will maintain records of ADOs.

14.8 Deductions for Leave

All leave taken for an Employee working on a 9 day fortnight will be deducted in accordance with the rostered shifts. That is, leave will be deducted at the rate of 8.5 hours for each rostered day, and no deduction for leave will be made for the ADO.

14.9 Payments of ADOs on Termination

Where Employees have a bank of ADOs, and where it is not practical to utilise the bank, the Employee will be paid the ADOs on termination.

15.- BREAKS

- 15.1** An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.
- 15.2** In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- 15.3** Employees who are security officers will be entitled to one paid 30 (thirty) minute break in a shift of less than 12 hours. For shifts of 12 ordinary hours, this break will be extended to one hour. Meal breaks may be interrupted to meet the needs of the operation. This meal break is to be taken at the Ranger Security Office unless otherwise previously agreed between the Employer and the Employee.

16.- FLEXTIME (ACCRUED TIME OFF)

16.1 Flextime

Flextime provides the framework for an Employee's, other than a casual Employee's, pattern of attendance at work to be varied according to the needs of the Employee and the requirements of the work unit. It is not a system that is designed to increase or reduce the total number of hours that must be worked.

16.2 Responsibility

The flextime scheme is not intended to have a detrimental effect on the Employer's operations, but at the same time, is to assist in accommodating the needs of staff to attend to personal requirements. It is the responsibility of both the Employee and the relevant manager/supervisor to take appropriate steps to ensure that accrued flextime credits can be taken as time off but that this will not impact upon customer service levels.

For flextime arrangements to work effectively, managers and Employees also have the responsibility to manage hours of work to ensure that individuals are not building up excessive flex credits without:

- having the opportunity to use flextime accrued; and
- being productively employed i.e. a manager/supervisor may require an Employee not to accumulate flex credits, working only a standard day, where there is insufficient work or an Employee cannot be appropriately supervised.

16.3 Access to Flextime

Flextime is available to all Employees except those Employees:

- engaged in shift work whose hours of work are provided for in clause 14.3;
- those on a defined roster and/or with defined start/finish times, or
- entitled to accrued days off in accordance with clause 14.7.

Negotiated Salary Officers are not able to access the Flextime system.

In some cases operational requirements may limit the access, or provide some restrictions on full access, to flextime provisions. In these situations, the degree of access is to be negotiated between the Employee and their Manager.

16.4 Hours of Work

The span of hours for Employees eligible for flextime provisions will be from 07.00hrs to 18.00hrs Monday to Friday. Ordinary hours (7.6 hours) are to be worked within this period, with a minimum 30 minute lunchbreak.

Employees may work outside the span of hours stipulated at subclause 16.4 where a Manager and the Employee so agree. This provision is designed to add flexibility in exceptional circumstances, and is not intended to replace normal overtime provisions.

16.5 Settlement Period

The settlement period will be four weeks, or two pay periods.

16.6 Flextime Credits and Debits

Flextime Credit occurs when hours worked in a given period exceed the standard hours for that period. A credit will be established if the total hours exceed 152 hours in the Settlement Period.

An Employee may have a maximum flextime credit of 10 hours at the end of the settlement period. This may be varied by agreement between the manager/supervisor and the Employee, however it is not appropriate for Employees to be accruing excessive hours. If this is occurring the Manager must take appropriate steps to reduce excess hours to acceptable levels.

There is no provision to cash out flextime credits either during a period of employment with the City, or upon termination from the City. Therefore it is encouraged that Employees utilise their credits by taking an appropriate amount of time off, either during their employment, or in the period leading up to their termination.

However it is recognised there may be occasions when, due to the requirements of the City, an Employee has built up excessive hours and has not been provided an opportunity to use the excess credit. If upon termination, an Employee has a credit in excess of 10 hours, and the manager confirms that:

- this is due to the requirements of the work area, and
- the Employee has not been provided the opportunity to take the excess credit,

the manager may submit a business case for the hours in excess of 10 hours to be converted to time off in lieu, and therefore to be paid out at termination. Any such conversion will be on an hour for hour basis, that is, one hour flextime will equal one hour in lieu.

The authorisation to convert flextime in excess of ten hours to time off in lieu will be at the discretion of the relevant Director.

Flextime Debit occurs when the hours worked in a period is less than the required standard hours i.e. a debit will arise if the total number of hours is less than 152 hours per Settlement Period.

An Employee may have a maximum flextime debit of 4 hours at the end of the settlement period. Any debit in excess of the maximum debit, at the end of a settlement period, will be considered to be leave without pay. Any flextime debits an Employee has if the Employee ceases employment with the Directorate will be recovered from any termination payment owing to the Employee, except in the case of death.

16.7 Accessing Flextime Credits

Accrued flextime credits will be taken at such times and in such a period or periods as are agreed between the manager and the Employee prior to taking the accrued flextime.

16.8 Health and Safety

Hours of work arrangements will be in accordance with operational requirements and Workplace Health and Safety principles. This means that patterns of working hours that have the potential to impact on the health of an Employee, such as working long hours in a condensed period, or avoiding meal breaks so as to depart early from work, should be avoided.

As far as practicable, an Employee will not be required to work for longer than five hours without a break of a minimum of thirty minutes duration.

16.9 Leave

Use of flextime does not alter any requirements in relation to the taking of leave, though there is an expectation that for short absences the Employee would use flextime.

When taking leave, standard hours are to be used to cover any absence. That is leave applications must cover the standard hours per day (8.30am to 12.30pm/1.30pm to 5.06pm).

16.10 Recording Attendance

All hours of work are to be recorded on appropriate timesheets. Any absences, whether on leave or on flextime, are to be clearly identified on the timesheet. Timesheets are to be completed and provided to the manager for approval at the end of each fortnight.

16.11 Abuse of Flextime

An Employee not complying with these flextime provisions may be directed to work standard hours or the Employee's standard working pattern.

17. – PENALTY RATES FOR ORDINARY HOURS OF WORK

- 17.1** Librarians, Library Clerks and Library Technicians who are regularly rostered to work hours outside standard working hours (8.30 to 17.30) shall be paid an additional 10% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work.
- 17.2** Community Rangers who are regularly rostered to work alternate hours shall be paid 15% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work, in lieu of all other penalty rates.
- 17.3** Facilitative Provision - An Employee may request to work ordinary hours outside the appropriate span of hours identified at clause 14 for Monday to Friday only, in lieu of the ordinary hours the Employee would otherwise be rostered to work provided:
- An Employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;
 - The Employer will not unreasonably withhold agreement to such a request;
 - Any such agreement shall not apply to new or vacant positions; and
 - Where an Employee requests to work ordinary hours outside the relevant span of hours, the Employer shall not be required to pay the weekday penalty for the actual time worked.

- 17.4** Weekday penalty rates - An Employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in clause 14.3 will be paid a penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.
- 17.5** Weekend penalty rates - An Employee who works on a Saturday or Sunday in a role/work area specified in clause 14.2.3 will be entitled to the following penalties for all ordinary hours worked:
- 17.5.1 all ordinary hours worked on a Saturday will be paid at the rate of an additional 50% of the Employee's ordinary rate of pay for those hours. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
- 17.5.2 all ordinary hours worked on a Sunday will be paid at the rate of an additional 75% of the Employee's ordinary rate of pay for those hours. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday; and
- 17.5.3 weekend penalty rates for ordinary hours worked in accordance with clauses 17.5.1 and 17.5.2 will be paid for the actual time worked on Saturday and/or Sunday.
- 17.6** Casual Employees – Weekend Penalties are calculated on the hourly base rate of pay exclusive of casual loading (i.e. payment would equal the hourly base rate of pay plus casual loading plus penalty rate calculated on the hourly base rate).
Casual loading is not paid in addition to public holiday penalties. A casual Employee shall be entitled to payment of public holiday penalties provided that such penalties are calculated on the hourly base rate of pay exclusive of casual loading.
- 17.7** Security Officers and Call Centre Operators who are regularly rostered to work alternative hours shall be paid 15% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work. This payment is in lieu of all other penalty rates except for public holidays when, if rostered to work on the public holiday, the payment shall be at a rate of 215% of their hourly base rate of pay. By mutual agreement between the Employer and Employee, public holidays worked may be taken as time in lieu.
- 17.8** Employees engaged in recreation centres and community services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 05.00hrs and 22.00hrs. All other weekend hours for such Employees will be paid in accordance with penalty entitlements detailed in clause 17.5.
- 17.9** Despite clause 17.8, Employees rostered to work for the 'Waves' or 'The Rise', will be entitled to penalty payments for ordinary hours worked as follows:
- Monday to Friday – ordinary hours worked before 6am, or after 6pm will be paid at the rate of an additional 15% of the Employee's ordinary rate of pay for those hours.
 - Saturday - ordinary hours worked before 6am, or after 6pm will be paid at the rate of an additional 50% of the Employee's ordinary rate of pay for those hours.
 - Sunday - ordinary hours worked before 6am, or after 6pm will be paid at the rate of an additional 75% of the Employee's ordinary rate of pay for those hours.

- Public Holidays – all ordinary hours will be paid at the rate of an additional 150% of the Employee's ordinary rate of pay for those hours.

18.– OVERTIME

18.1 Eligibility for Payment of Overtime

The Employer may require an Employee to work reasonable additional hours of duty at any time, subject to the payment of overtime in accordance with the conditions set out in this clause and the reasonable additional hours provisions of the Act. All overtime must be approved by the relevant Manager in advance.

18.2 Payment of Overtime

Unless otherwise provided, overtime means all work performed at the direction of the Employer:

- in excess of the Employee's ordinary weekly hours as specified in clause 14.1,
- on days other than ordinary working days as specified in clause 14.2; or
- in excess of the maximum ordinary hours on any day provided by clause 14.4.

18.2.1 Employees (non-shift workers) Accessing Flextime: Where an Employee works within the span of hours for flextime (07.00 to 18.00pm) these hours will be considered normal hours of duty and will not attract overtime payments. However there may be agreement between the Manager and the Employee prior to the work being performed for a period of overtime to be worked within this timeframe.

18.2.2 Shift workers - An Employee who is a shift worker will be paid overtime for duty required to be performed beyond their ordinary rostered hours of work.

18.3 Payment Rates

Overtime will be paid:

- Monday to Friday - at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.
- Saturday - at time and a half for the first two hours and double time thereafter. All overtime worked after 12.00 noon on Saturday will be paid at double time.
- Sunday - all time shall be paid at double time.
- Public Holiday - all time shall be paid at the rate of double time and a half.

18.4 Recall to Duty

An Employee recalled to work un-rostered overtime after leaving work shall be paid a minimum of three hours overtime at double time.

18.5 Accrued Time Off

By agreement, the Employee may take accrued overtime as time in lieu, at the rate the overtime is accrued.

18.6 Minimum Break

If directed to work by the Employer, the Employee should where reasonably practical receive a ten (10) hour break (or less by agreement) after completing overtime and commencing the next ordinary shift, or be paid at overtime rates until provided a break.

18.7 Allowance in Lieu of Overtime

The Employee and Employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime and/or penalties.

18.8 On Call

18.8.1 Where an Employee is required by the Employer to be immediately contactable and available to be recalled to duty outside the Employee's ordinary hours of duty, the Employee will be entitled to be paid an On-Call Allowance.

18.8.2 The On-Call Allowance will be paid each day in accordance with the following;

- one hour at the Employee's base rate of pay for an Employee on call, Monday to Friday inclusive
- one and a half hours at the Employee's base rate of pay if required to be on call on a Saturday; or
- two hours at the Employee's base rate of pay if required to be on call on a Sunday or a public holiday.

18.8.3 An Employees rate of pay for the purposes of payment of On-Call Allowance will be their hourly base rate of pay, however it will include higher duties allowance where applicable. This salary rate will be capped at Band 8.

18.8.4 An Employee on call must:

- remain within a radius of thirty minutes vehicle travelling time from the work site (or as negotiated with the relevant manager), and
- commence the return to work journey immediately (e.g. within fifteen minutes) from time of recall.

18.8.5 For an Employee who is able to respond remotely and who is in receipt of On Call Allowance, must:

- respond immediately to phone calls or messages,
- provide advice (maybe by phone or email), and/or
- remotely monitor and/or address issues by phone or computer access.

18.8.6 This On Call Allowance will not be payable for any period that the Employee does not hold themselves at the required degree of readiness to be recalled to duty.

18.8.7 An Employee who is called up to return to work will receive appropriate overtime rates. Actual time worked will be deemed to apply from the time the Employee leaves their normal place of residence until their return to their normal place of residence. A minimum payment of three hours overtime will be paid at the appropriate rate.

- 18.8.8 An Employee who responds remotely will maintain a daily log of actions and time taken in dealing with each matter remotely. Notwithstanding Clause 18.8.7, total overtime paid for remote support will be based on a total of time responding each day rounded up to the nearest 15 minutes.
- 18.8.9 On Call Allowance is not payable for any period of time where overtime payments are made.
- 18.8.10 A roster may be drawn up identifying those Employees who are deemed on call. On call allowance will be payable to each Employee when rostered.
- 18.8.11 It is anticipated that the majority of responses to emergencies will be handled by Rangers and Security Services.

PART D - PAY RELATED MATTERS

19. – SALARY

- 19.1 All Employees covered by this Agreement shall be classified according to the Band structure set out in Schedule A - Skill Descriptors.
- 19.2 The salaries for each classification are located in Schedule B.
- 19.3 The Employer will advise the Employees in writing of their classification level on commencement of employment and of any subsequent changes to their classification level. The classification must be determined by the Employer according to the skill, competencies and capabilities required to be exercised by the Employee in order to carry out the principal functions of their employment.
- 19.4 Hourly base rate of pay of an Employee is the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any of the following:
- incentive-based payments and bonuses;
 - leave loading;
 - monetary allowances;
 - overtime or penalty rates;
 - any other separately identifiable amounts.
- 19.5 An adult Employee will be paid not less than the weekly base rate of pay applicable to the Employee's Level for ordinary hours worked.
- 19.6 For the purpose of calculating overtime payments the nominal hourly rate will include the base rate of pay and over award payments.
- 19.7 The following collective salary increases will apply over the life of this agreement:
- The beginning of the first pay period on or after 2%
1 July 2019
- The beginning of the first pay period on or after 2%
1 July 2020

The beginning of the first pay period on or after 2%
1 July 2021

19.8 Junior Rates

19.8.1 Junior Employees will be paid the following percentage of the Band 3 Adult wage rate contained in Schedule B as follows:

Age	% of weekly base rate of pay
Under 17 years of age	55
17 years of age	65
18 years of age	75
19 years of age	85
20 years of age	95

19.8.2 In situations where a Junior Employee demonstrates to the satisfaction of the Chief Executive Officer, the ability to perform at a satisfactory level in regard to the duties being performed and the relevant classification Band, the Employer will pay 100% of the relevant base rate.

19.9 Apprenticeship Rates

Apprentices will be paid a percentage of the Band 4 rate as follows:

Three Year Apprenticeships

1 st year	60%
2 nd year	70%
3 rd year	90%

Four Year Apprenticeships

1 st year	60%
2 nd year	70%
3 rd year	80%
4 th year	90%

19.10 Traineeship Rates

Trainees will be paid a percentage of the Band 3 Adult rate, dependent on the traineeship enrolled in and resulting qualification, as follows:

Qualification Level	%
Certificate I	70
Certificate II	75
Certificate III	80
Certificate IV	85

19.11 Supported Wage System

Employees who are eligible for a supported wage under the terms of this Agreement will be paid the applicable percentage of the relevant minimum wage in accordance with the following schedule:

Assessed Capacity	Relevant Minimum Wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

The relevant minimum wage will be the wage prescribed in this Agreement for the class of work for which the Employee is engaged.

19.12 Over Award Payments

Employees receiving 'over award' payments in excess of the relevant enterprise agreement rate (excluding payments that are contractual based) will have the excess component maintained at the same dollar figure and will only receive salary increases on the relevant enterprise agreement rate for their band.

20.– MIXED FUNCTIONS AND HIGHER DUTIES

20.1 Mixed Functions

An Employer may direct an Employee to carry out any duties that are reasonably within the limits of the Employee's skill, competence and/or training. Such direction may include the use of tools, equipment and/or plant as may be required, provided that the Employee has been properly trained in the use of such tools, equipment and/or plant.

20.2 Higher Duties

An Employee directed or appointed to relieve in a higher level position for more than one day shall be paid at a level commensurate with the skills and experience required to carry out the range of duties necessary. Higher duties shall not be paid when the relieving Employee is absent on leave or a public holiday.

21.– ALLOWANCES

21.1 Meal Allowance in Relation to Overtime

Where the Employer requires an Employee to work more than one hour of overtime and more than 10 continuous hours on any one day, exclusive of unpaid meal breaks, the Employee shall be paid a meal allowance. Where the Employer requires the Employee to continue working, for a further four hours of continuous overtime work, the Employee shall be paid an additional meal allowance.

Meal Allowance rates will be paid in accordance with the *Local Government Industry Award 2010*.

A meal allowance is not payable where the Employee has been notified in advance of the requirement to work overtime or where a meal is provided by the Employer.

21.2 First Aid

Where an Employee who holds an appropriate current first aid qualification is appointed by the Employer to perform first aid duty they will be paid an additional weekly allowance of 70% of the hourly rate of Band 4.

This clause shall not apply where the requirement to hold a first aid certificate is a requirement of the position.

21.3 Vehicle

Where an Employer requires an Employee to use their own motor vehicle in, or in connection with, the performance of their duties such Employee will be paid an allowance for each kilometre of authorised travel.

Vehicle Allowance rates will be paid in accordance with the *Local Government Industry Award 2010*.

An Employer may require an Employee to record full details of all such official travel requirements in a log book.

Employees who may, from time to time, be granted conditional commuting use of a City vehicle may be required to commence and finish work at various worksites within the City.

21.4 Transfers, Travelling and Working Away from Normal Starting Point

All Employees upon engagement will be given a starting point which will be, subject to below, the commencement point of their daily work activities. This point will be known as the Employee's Usual Starting Point. Unless otherwise provided, each Employee shall be attached to one normal starting point only.

For the purposes of this clause, usual starting point shall mean a workshop, depot, office or facility to which the Employee is usually assigned or any other designated starting and/or finishing point.

At the direction of the Employer, an Employee may be attached to more than one usual starting point within the Employer's local government area, where multiple starting points form part of the nature of the work being performed.

An Employee may be transferred to another usual starting point at any time by the giving of reasonable notice.

The method and mode of travelling, or the vehicle to be supplied or to be used, shall be arranged mutually between the Employer and the Employee. Travelling arrangements shall be agreed between the Employer and the Employee in advance.

21.5 Excess Travelling and Fares

Where an Employer requires an Employee, other than a casual, to start work at a place away from the Employee's usual starting point, the Employer shall pay the Employee:

Excess travelling – travelling time at the Employee's ordinary rate for all time reasonably spent by the Employee reaching and/or returning from the job which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's normal starting point; and

Excess fares – any fares reasonably incurred by the Employee, which are in excess of the fares normally incurred in travelling between the Employee's residence and the Employee's usual starting point. The excess fares allowance will not be paid where the Employee has an arrangement with the Employer for a regular vehicle allowance, is provided with a vehicle by the Employer or is paid the allowance as provided in clause 21.3.

21.6 Reimbursement of Expenses

All reasonable expenses incurred at the direction of the Employer, including out-of-pocket, accommodation, travelling expenses and special protective clothing, incurred in connection with the Employee's duties shall be paid by the Employer and, where practicable shall be included in the next pay period. Receipts must be provided by the Employee in order to be reimbursed.

21.7 Tool Allowance – Tradespersons and Apprentices

Where the Employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the Employee in the performance of their duties as a tradesperson, the Employee shall be paid a weekly allowance.

Tool Allowance rates will be paid in accordance with the *Local Government Industry Award 2010*.

This provision will not apply where the Employer provides the tradesperson or apprentice with the required tools or while Employees are absent from work.

21.8 Adverse Working Conditions

Outdoor operational and trade Employees engaged in Band 3 to Band 5 of this Agreement shall be paid an additional hourly allowance for all time worked by direction under adverse, unpleasant, obnoxious or objectionable conditions as defined below.

An Employee shall be paid an additional hourly allowance for each hour worked under adverse working conditions according to the following levels:

Level 1 Working Conditions – 3.5% of the Standard hourly rate; or

- Level 2 Working Conditions – 5% of the Standard hourly rate; or
- Level 3 Working Conditions – 50% of the Standard hourly rate.

Adverse Working Conditions Definition

Level 1 Working Conditions

Level 1 Working Conditions allowance compensates for the nature of moderately obnoxious, offensive or dirty working conditions, which typically include:

- Working in confined or cramped spaces;
- Working in wet places;
- Working in adverse climatic conditions;
- Cleaning of public toilets and animal shelters;
- Operating mechanical and pneumatic equipment;
- Use of herbicides, insecticides and/or other poisonous or toxic substances;
- Collection, removal and/or disposal of non-putrescible waste;
- Collection, removal and/or disposal of putrescible waste by mechanical means;
- or
- Working in the open at landfills and quarries.

Level 2 Working Conditions

Level 2 Working Conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:

- Clearing of sewer chokes;
- Maintenance and/or repair of sewerage equipment;
- Cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- Exhumation of graves;
- Collection, removal and/or disposal of putrescibles waste by other than by mechanical means;
- Working at waste depots, waste collection and/or waste transfer stations (other than Employees engaged in gardening and/or lawn maintenance and Employees engaged to work in enclosed weighbridges); or
- Employees engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

Level 3 Working Conditions

Level 3 Working Conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- Working in digestion tanks at sewerage treatment works;
- Entering and cleaning aeration ponds or wet wells at sewer pump stations;
- Working in live sewers; or
- Cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

The Employer may make an average payment equivalent to an agreed number of hours per week, where the Employee is regularly required to work under adverse working conditions.

Adverse working conditions allowances are not payable during periods of leave.

21.9 Adjustment of Expense-Related Allowances

At the time of any adjustment to the standard hourly rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

The applicable index figure is the index figure published in the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Meal allowance	Take away and fast foods sub-group
Vehicle	Applicable Consumer Price Index figure
Tools allowance	Tools component of the household appliances, utensils and tools sub-group.

22.– SUPERANNUATION

22.1 Superannuation Guarantee Payments

The Employer will make superannuation contributions in accordance with applicable Commonwealth Superannuation legislation.

22.2 Employee Voluntary Contributions

Employees can voluntarily elect to contribute a percentage of their salary to the Superannuation fund.

22.3 Additional Employer Contributions

The Employer will provide additional contributions, based on voluntary contributions being made by the Employee. These additional contributions will be provided on a dollar for dollar basis, up to a maximum of 5% additional contributions provided by the Employee. For example:

<i>COB Compulsory Super Contribution</i>	<i>Employee Voluntary Super Contribution</i>	<i>COB Additional Super Contribution</i>	<i>Total COB Contribution</i>	<i>Total Super Contribution</i>
9.5%	0%	0%	9.5%	9.5%
9.5%	5%	5%	14.5%	19.5%
9.5%	8%	5%	14.5%	22.5%

- 22.4** Employees shall have freedom of choice over the complying fund that their superannuation contributions are paid to, providing this choice is not changed more regularly than annually.

- 22.5** The default fund shall be the WA Local Government Superannuation Plan. The Employer shall ensure that the default fund offers a My Super product. Where the default fund does not offer or ceases to offer a MySuper product, the Employer shall change the default fund to a fund that does offer a MySuper product.
- 22.6** At the request of the Employee, the Employer may from time to time vary the amount of the Employee's contributions towards superannuation by way of salary sacrifice.

23. – PAYMENT OF WAGES

- 23.1** Employees will be paid fortnightly by electronic funds transfer into the Employee's nominated account or other agreed method.

24. – ANNUALISED REMUNERATION ARRANGEMENTS

- 24.1** Nothing in this Agreement shall preclude an Employer and an Employee from entering into an annualised remuneration arrangement. Such agreement may provide total annualised remuneration which may include terms relating to, but not limited to, payment for work likely to be performed outside ordinary hours, and any other additional entitlements provided under this Agreement, provided the Employee is no worse off. Such agreement shall be not entered under duress and shall be recorded in writing.

25. – SALARY PACKAGING

- 25.1** Employees may, by written agreement with the Employer, enter into a salary packaging arrangement. Any arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.

PART E - LEAVE AND RELATED MATTERS

26. – ANNUAL LEAVE

- 26.1** Annual leave shall accrue at the rate of 22 days per annum.
- 26.2** By agreement between the Employer and an Employee, the Employee may request in writing up to 76 hours of annual leave per annum be cashed out. This cash out will be in accordance with the terms and conditions of the NES and the City's Annual Leave Management Practice.
- 26.3** A loading of 17.5% of salary shall be paid when the Employee takes leave.
- 26.4** Payment in lieu of accrued annual leave shall be paid on termination, based on a daily accrual.
- 26.5** An Employee who is eligible to personal leave during a period of paid annual leave will, on notification to the Employer, be reimbursed their annual leave credits. In this circumstance, the Employee's personal leave accruals will be debited instead for the

period that the Employee was sick or injured or required to care for an immediate family member who was sick or injured. This notification must be accompanied by a certificate from a registered medical practitioner encompassing the period of time the Employee was incapacitated by illness.

26.6 The Employer may require annual leave to be taken:

- during a business shut down such as a Christmas close-down, provided that the Employer has given the Employee at least four weeks' notice, or
- when the Employee has accrued more than eight weeks' leave, in accordance with clause 25.6 and 25.7 of the *Local Government Industry Award 2010*.

26.7 A shift worker who works on 24 hours 7 day rotating roster is entitled to an additional 1 week (5 days) annual leave for each completed year.

27. - PURCHASED LEAVE

27.1 Purchased Leave

Purchased Leave refers to the capacity of an Employee to enter into a salary arrangement for the purchase of up to four additional weeks leave per annum, by agreeing to a reduced salary rate over 52 weeks of the year. Essentially being paid for 48 weeks work over a 52 week period and referred to as a 48 in 52 arrangement.

The Purchased Leave Scheme applies to all permanent Employees covered by the City of Bayswater Enterprise Agreement (Inside Workforce).

27.1.1 Conditions

The 48/52 salary arrangement will run over a calendar year concluding on 31 December each year. New participants can join the arrangement, effective from the beginning of each quarter: 1 January, 1 April, 1 July and 1 October on a proportionate basis. For example, a permanent Employee commencing the arrangement on 1 April is entitled up to three weeks purchased leave in that calendar year. Applications cannot be retrospective, that is an Employee cannot apply in May for the leave to be effective from 1 April.

Credit will be available on the basis of 25% of the applied amount at the beginning of the next quarter. For example, if an Employee has an approved application for four weeks leave, and this commences from 1 January, credit will accrue as follows:

- 1 week will accrue after 31 March,
- 2 weeks from 30 June,
- 3 weeks after 30 September,
- 4 weeks from 31 December.

All purchased leave must be used by 30 June the following year. Where the hours of employment of Employees vary either upward or downward during the calendar year qualifying period, the remuneration paid on purchased leave will be affected and appropriate adjustment made.

27.1.2 Applying for Purchased Leave

Requests for purchased leave from eligible applicants are to be dealt with in a reasonable and timely manner on the basis of fairness and equity.

The approval of an application for purchased leave is subject to operational requirements of the workplace, personal responsibilities of the Employee and appropriate notice. An application for purchased leave may be declined if the work area is unable to support the request due to degree of impact on operational effectiveness.

Approval of an application is for a maximum of one calendar year. If an Employee wishes to access purchased leave in following years, a further application must be lodged for approval. Approval of an application does not ensure automatic approval of further periods of purchased leave.

Managers need to ensure that purchased leave is not used in substitution of annual leave, resulting in a carry-over and accrual of annual leave into the following year. Approval will not be given where an Employee has an annual leave balance in excess of eight weeks, except where the Employee can demonstrate that they intend to use the excess leave before taking purchased leave.

27.1.3 Salary Arrangements

A fortnightly deduction will be made over the agreed acquittal period. By the end of the purchased leave period (31 December), payment for the purchased leave is to have been finalised.

The effect on leave and other payments is as follows:

- all paid leave, including long service leave, taken during the operation of the purchased leave arrangement will be at the reduced rate applicable to the number of weeks purchased.
- overtime is paid at the normal salary, not the reduced rate.
- penalties and allowances are to be in addition to normal salary and are to be paid at the rate specified in the Agreement.
- leave loading is paid on all annual leave taken during the operation of the arrangements on the reduced salary. However leave loading is not paid for purchased leave.
- higher duties allowance would be paid at the difference between the salary the Employee would receive for performing the higher role and the normal substantive salary of the Employee. Higher duties is not paid on purchased leave.

Employees should consider the effects of purchased leave on taxable income and superannuation prior to seeking to enter into purchased leave arrangements.

27.1.4 Taking Leave

Purchased leave should be taken in minimum periods of 1 week. However, by agreement between the Employer and the Employee, purchased leave may be accessed in single days. Approval for taking purchased leave will be based on operational requirements.

27.1.5 Unused Leave

All purchased leave must be used by 30 June the following year.

Employees who have not accessed the full entitlement, can withdraw from the arrangement effective from the end of each quarter: 31 March, 30 June and 30 September.

On termination of employment, or withdrawal from the arrangement, unused purchased leave will be paid out. Purchased leave not used within the agreed timeframe will be forfeited and the value of the leave remaining will be refunded to the Employee at the end of the acquittal period, being 30 June the following year.

27.1.6 Movement to another Position

In the event of promotion or transfer to another department within the City, the application of the purchased leave arrangement will be subject to the circumstances in the new workplace. The continued application of the arrangement is to be negotiated between the Employee and the new manager.

27.2. Purchased Leave – Deferred Salary

With the written agreement of the Employer, an Employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.

27.2.1 Conditions

The Employer will assess each application for deferred salary on its merits and give consideration to the personal circumstances of the Employee seeking the leave.

27.2.2 Operation

On completion of the fourth year, an Employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.

27.2.3 No Break in Service

Where an Employee completes four (4) years of deferred salary service and is not required to attend duty in the following year, the period of non-attendance shall not constitute a break in service and shall count as service on a pro-rata basis for all purposes.

27.2.4 Withdraw from arrangement

An Employee may withdraw from this arrangement prior to completing a four-year period by written notice. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

27.2.5 Variation of the Arrangements

As an alternative to subclause 27.2.4 and only by mutual agreement of the Employer and the Employee, the provisions of the deferred arrangement may be varied subject to the following:

- (a) the term of the arrangement will not extend beyond that contemplated by this clause
- (b) the variation will not result in any consequential monetary or related gain or loss to either the Employer or the Employee, and
- (c) the percentage of salary to apply during the 12 months leave as specified in subclause 3 of this clause will be calculated as 80% of the average ordinary prescribed hours worked over the previous four years

28.– PERSONAL LEAVE

28.1 Access to Personal Leave

Paid personal leave is available to the Employee when they are absent:

- due to personal illness or injury (sick); or
- for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave); or
- for an unexpected emergency affecting the member; or
- because of the serious illness, injury or death of an immediate family or household member (bereavement leave).

An Employee accessing personal leave is to advise their immediate Supervisor that they will not be available for work within one hour (or as reasonably practical) of their normal or rostered commencement time on the day they will not be available.

28.2 Accrual of Entitlements

Personal leave will accrue:

- for the first three years of service at the rate of 0.8333 day for each completed month of service, and
- after 3 years' service, at a rate of 1 day for each completed month of service.

28.3 Carer's Responsibilities

An Employee is entitled to use personal leave to care for members of his or her immediate family or household who are sick and require care and support, or for an unexpected emergency affecting the member. This entitlement is subject to the Employee being responsible for the care and support of the person concerned. The Employee may be asked to provide appropriate medical evidence to support any application for carer's leave, and will be required to provide medical evidence for any application of more than one day.

28.4 Compassionate (Bereavement) Leave

An Employee is entitled to two days paid compassionate leave on any occasion on which a member of the Employee's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life; or

- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

Compassionate leave is able to be accessed for each occasion so will not accrue or accumulate if not used in a particular calendar year.

28.5 Immediate Family

The term immediate family is an Employee's:

- Spouse or de-facto partner regardless of their gender
- Child
- Parent
- Grandparent
- Grandchild
- Sibling, or
- Child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.

28.6 Production of Evidence

The Employee must, if required by the Employer, establish by production of a medical/death certificate the need for personal leave.

28.7 Payout of Accrued Personal Leave

This subclause applies only to those Employees who were employed by the Employer as at the date that the FWC approves this Agreement.

Accrued personal leave shall be paid out (up to a maximum of 12 weeks' pay) upon resignation or retirement as follows:

- After 5 years of service, 10% of personal leave be paid out at the ordinary rate of pay;
- After 10 years of service, 20% of personal leave be paid out at the ordinary rate of pay;
- After 15 years of service 30% of personal leave be paid out at the ordinary rate of pay.

29.– FAMILY AND DOMESTIC VIOLENCE LEAVE

29.1 This clause applies to all Employees, including casuals.

29.2 Definitions

In this clause:

- "family and domestic violence"* means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- "family member"* means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of family member in clause 29.2 includes a former spouse or de facto partner.

29.3 Entitlement to leave

An Employee is entitled to 5 days' paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to fulltime, part-time and casual Employees.

29.4 Taking leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

29.5 Service and continuity

The time an Employee is on paid leave to deal with family and domestic violence counts as service and does not break the Employee's continuity of service.

29.6 Notice and evidence requirements

(a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause 29. The notice:

- (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the Employer of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given their Employer notice of the taking of leave under clause 29 must, if required by the Employer, give the Employer evidence that

would satisfy a reasonable person that the leave is taken for the purpose specified in clause 29.4.

29.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 29.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 29 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

29.8 Compliance

An Employee is not entitled to take leave under clause 29 unless the Employee complies with clause 29.

30 - COMMUNITY SERVICE LEAVE

- 30.1** Each of the following is an eligible community service activity;
- jury service (including attendance for the purpose of jury selection) that is required by or under a law of the Commonwealth of a State or Territory; or
 - carrying out a voluntary emergency management activity (within the meaning of Section 109 of the Act); or
 - an activity prescribed in regulations made for the purpose of the second dot point of this clause.
- 30.2** The NES regulations (Division 8), prescribes an activity that is of a community service nature as an eligible community service activity.
- 30.3** An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment if:
- 30.3.1 the period consists of one or more of the following:
- time when the Employee engages in the activity;
 - reasonable travelling time associated with the activity; and
 - reasonable rest time immediately following the activity.
- 30.3.2 the activity is jury service in which case the Employee's absence is reasonable in all the circumstances.
- 30.4** Community Service Leave is unpaid except for jury service where payment will be made in accordance with the *Juries Act 1957* (WA).

31 - DEFENCE LEAVE

The Employer will grant leave to an Employee who is a member of the Defence Force Reserves for defence service. Reservists may apply to the Chief Executive Officer for up to two weeks paid leave per calendar year. Appropriate evidence is to be provided with any such request.

32 – PARENTAL LEAVE

32.1 Entitlement

Parental Leave should be taken in accordance with the Parental Leave and related entitlements as detailed in the National Employment Standards. The City of Bayswater Parental Leave Management Practice provides additional guidance.

Parental leave is only available to Employees who have, or who will have, responsibility to care for a child. This must be associated with the birth of a child or placement for adoption of a child under 16.

32.2 Eligibility

All Employees are eligible to unpaid Parental Leave if they have completed at least 12 months of continuous service with the City. This includes casual Employees who meet the conditions outlined in the NES.

32.3 Period of Leave

Paid Leave

Employees are entitled to paid parental leave top up payments based on the Employee accessing the Commonwealth paid parental leave provisions and the Employer topping up that payment to be equivalent to the ordinary weekly pay for the Employee taking the leave in accordance with the table below:

Period of Continuous Service	Period of Paid Leave
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	8 weeks
At least 4 years but less than 5 years	10 weeks
At least 5 years or more	12 weeks

An Employee may seek approval to take Parental Leave:

- (a) on half of the ordinary rate of pay for double the period, or
- (b) on double the ordinary rate of pay for half the period.

Unpaid Leave

- (a) Each eligible member of an Employee couple may take a separate period of up to 12 months parental leave, inclusive of the period of paid leave contained in this subclause. If only one person is taking leave, or if one member wishes to take more than 12 months leave, the Employee may request a further period of up to 12 months unpaid leave.
- (b) An Employee couple is not entitled to more than 24 months between them.

32.4 Employee Couple

An 'Employee couple' is where two Employees are in a spousal or de facto relationship. Immediately after the birth or placement of the child, the Employee who is not accessing parental leave under this clause will be paid two (2) weeks paid partner leave.

32.5 Other Leave

The Employee may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of the parental leave period. This does not extend the overall maximum period of Parental Leave.

32.6 Return from Leave

Employee's returning from periods of Parental Leave are entitled to the same position held by them immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.

If the Employee is seeking approval for either:

- an additional period of leave, or
- a change to terms of their position,

the request must be provided in writing at least eight (8) weeks before the expected return to work date so that options can be considered.

33 – LONG SERVICE LEAVE

- 33.1** Long Service Leave shall be provided in accordance with the *Local Government (Long Service Leave) Regulations* (WA). This includes entitlement to 13 weeks leave after 10 years continuous service within local government.
- 33.2** An Employee may seek approval to take Long Service Leave:
- 34.2.1 on half of the ordinary rate of pay, or
 - 34.2.2 on double the ordinary rate of pay.
- 33.3** An Employee may apply in writing to cash out accumulated long service leave entitlement.
- 33.4** Employees who terminate after 7 years eligible service, and do not enter the service of another recognised Employer, will be entitled to a payment in lieu of the amount of pro-rata leave in accordance with the Regulations.
- 33.5** Employees who have attained the initial pro-rata qualification entitlement (7 years' service) may apply to access this entitlement in installments of not less than one week, or may seek approval to cash out this pro-rata entitlement obtained after the 7 year eligibility period.
- 33.6** In exceptional circumstances, and at the Employer's discretion, Employees who are entitled to pro-rata long service leave (e.g. have obtained the ten year eligibility but are not yet eligible for the next credit of leave) may take time off up to the limit of the entitlement. This does not extend to cash out. Examples of exceptional circumstances include special family leave and illness.

34 – LEAVE WITHOUT PAY

- 34.1** Employees may apply to the Chief Executive Officer for leave without pay. In considering the request, the Chief Executive Officer will, in the first instance, take into account the operational and financial implications for the Employer. Consideration will also be given to the Employee's reasons for the application.
- 34.2** An Employee must access any other relevant paid leave entitlements prior to taking Leave Without Pay.
- 34.3** Leave Without Pay will not be granted for the purposes of engaging in other employment unless such employment has a direct benefit for the Employer.

- 34.4** The period of Leave Without Pay shall not count for service for any purpose within this Agreement, but shall not constitute a break in service.

35 – EXTRAORDINARY LEAVE

35.1 Purpose

There may be exceptional circumstances in which normal forms of leave are not applicable, or if the Employee has exhausted normal leave options, it is reasonable to consider other leave options to enable Employees to be absent from duty. This provision supports leave alternatives for victims of domestic violence.

This form of leave is discretionary, and will be considered on a case by case basis. Approval of this leave will be at the discretion of the Chief Executive Officer, who will also determine whether this leave will be granted with or without pay.

Leave will not be granted under this provision if another form of leave is more appropriate.

35.2 Application

Employees may apply to the Chief Executive Officer providing the circumstances and reasons for the request for the leave, with relevant evidence where appropriate, and the duration of absence from work being sought.

An Employee should first discuss with their manager/supervisor, as soon as practicable, their intention to be absent on leave, including the reasons for the absence and the period, or expected period, of the absence.

However in extraordinary situations, the Employee may apply directly to the Chief Executive Officer.

The Employee must, if requested by the Chief Executive Officer, provide sufficient documentary evidence supporting the reason for the absence.

35.3 Consideration

Upon application for Extraordinary Leave the Chief Executive Officer will, based on the information provided, make a decision whether to approve the application. When making this decision the Chief Executive Officer will consider:

- the interests of the City and of the Employee, and
- whether there are other forms of leave more applicable.

35.4 Approval

If the application for leave is approved, the Chief Executive Officer will determine:

- the rate of payment for the leave (with or without pay),
- whether the leave will count for service purposes, and
- the duration of the leave.

Note: Separate provisions apply for community service leave which includes jury service, voluntary emergency management and voluntary community service.

36 – PUBLIC HOLIDAYS

36.1 The Employee shall be entitled to the public holidays of New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Western Australia Day.

36.2 Public holidays are not absorbed against annual leave taken, but represent an additional day.

36.3 An Employer and Employee may agree to substitute a public holiday as provided by the NES with an alternative day.

Should an Employee be required to work on a designated public holiday they will be paid at the rate of double time and half of their hourly rate.

By mutual agreement between the Employer and the Employee(s) any of the nominated public holidays may be swapped for an alternative time or day of significance to those Employee(s), on a one for one hour basis. That is, if an alternative day will be taken off in lieu, the Employee will not be eligible for any additional penalty payments.

36.4 When a public holiday occurs on a day for which an Employee is rostered off while employed on a seven day a week rotating roster, the Employee will either be:

- paid a day's pay at ordinary rates for the number of hours they would have otherwise been rostered, or
- be granted another day's leave for each such public holiday at such a time as is mutually agreed between the Employer and Employee.

37 - PERMANENT INCAPACITY

37.1 In the event that a permanent Employee becomes permanently incapacitated due to a terminal illness as a result of non-work-related causes outside his/her control, the Employer will make a lump sum payment from the individual's accrued sick leave entitlements up to a maximum of 12 weeks. Payment is dependent upon receipt of certification of the illness from a registered medical practitioner or acceptable proof of death from the estate.

37.2 To be eligible for this benefit, the Employee must satisfy the Chief Executive Officer that he/she is, as a result of the illness, unable to engage in any other paid employment in the future.

37.3 If the Employee's permanent incapacity is proven to be work related, then the Chief Executive Officer reserves the right to make a payment in accordance with this clause at his/her discretion after taking into account all of the relevant circumstances.

37.4 This benefit will not automatically be paid if a permanent Employee leaves his/her employment with the Employer on medical grounds.

PART F – ORGANISATIONAL POLICIES AND PROCEDURES

The Employer shall ensure that all policies and procedures are communicated in writing to Employees. The Employee shall familiarise themselves with and abide by all of the City of Bayswater's rules, regulations and policies as may be current from time to time.

38 - PROBATIONARY PERIOD

- 38.1** A six month probationary period will apply for all new permanent Employees. Once satisfactory performance has been achieved the Employee will be notified of permanent status.

39 - PERFORMANCE REVIEWS

- 39.1** The performance of each Employee who is employed for a term of more than one year, including senior Employees, is to be reviewed at least once every year of employment.

40 - TRAINING AND MULTI-SKILLING OF THE WORKFORCE

- 40.1** The Employer encourages training of its Employees and to that end endorses training programs that are of mutual benefit.
- 40.2** The Employer and Employees are committed to cooperating actively to increase efficiency and productivity within the organisation, and to enhance the career opportunities and job security, through a greater commitment to training and job-related skill development.
- 40.3** The Employer and Employees commit themselves to:
- a) developing a more highly skilled and flexible workforce.
 - b) providing Employees with career opportunities through appropriate training to acquire skills.
 - c) reviewing workplace practices to ensure positions are correctly classified and Employee's skills are utilised to the fullest extent practicable.

41 - EQUAL EMPLOYMENT OPPORTUNITY

- 41.1** The Parties to this Agreement agree that:
- It is their intention to achieve the principle objectives of the *Equal Opportunity Act 1984* (WA), which are to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
 - Any dispute concerning these provisions and their operation will be progressed initially through the City's Grievance Management Practice and

where this does not result in the dispute being resolved, then through the dispute resolution procedure in this Enterprise Agreement; and

- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

42 - OCCUPATIONAL SAFETY AND HEALTH

- 42.1** The Employer considers Occupational Safety and Health to be very important and therefore will make it part of the employment contract. All Employees are to familiarise themselves and adhere to the Occupational Safety and Health policy.
- 42.2** Employees shall report to a supervisor or manager, accidents at the Employer's workplaces that can cause injury to Employees and/or damage to the Employer's vehicles, buildings and other property.
- 42.3** The use of, or being found under the influence of, alcohol or illegal drugs may result in termination of employment.

43 - FITNESS FOR WORK

- 43.1** It is a condition of employment that, as required, Employees undergo a pre-employment medical, drug and alcohol screen. On appointment relevant Employees must take an audio std (hearing test).
- 43.2** Where an Employee is returning to work after a prolonged illness, serious medical condition or surgery, the Employer reserves the right to require the Employee to provide medical certification detailing that the Employee is fit to return to work.
- 43.3** As an extension of the Employer's commitment to all Employees, the Employer has an "Alcohol and Drug Testing Policy" and it is a condition of employment that Employees permit the Employer, or an Employer nominated representative, to conduct random Alcohol/Drug testing. The form or manner of testing is at the Employer's discretion.
- 43.4** Where the organisation has formed a reasonable suspicion that a person may be under the influence of alcohol or other drugs, and unfit for work, the Employee may be stood down on personal leave from work immediately while the matter is investigated.
- 43.5** This process is not intended to punish affected Employees, but to assist them in dealing with health related matters, and will be conducted by the Employer on a strictly confidential basis.

44 - LICENCES

- 44.1** The Employer requires the Employee to be in possession of all appropriate and current certificates or licences relevant to the performance of their duties and/or when operating or driving Employer equipment.
- 44.2** If an Employee loses their licence, the Employee will be given the opportunity to attain an extraordinary licence. However, if the Employee is unable to attain an extraordinary licence, and alternative duties requiring similar skills cannot be

arranged, the Employee may be required to undertake duties at a lower skill level and corresponding pay rate.

44.3 When an Employee regains their licence they will revert to their original position and rate of pay.

44.4 The Employer requires the Employee to immediately inform the Employer if there is any change to the status of their licences. Failure to advise loss of a licence which is a mandatory requirement of the position may result in disciplinary action.

45 - CONFIDENTIALITY OF INFORMATION

45.1 The Employee acknowledges that

- all information supplied by the Employer for the purposes of their duties performed is confidential, and is the sole and exclusive property of the Employer, other than if required by law on both sides, and
- any information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements (other than what is already in the public domain) of any kind relating to, or which could be applied to, the Employer, or come into their possession during employment, shall become the property of the Employer.

46 – FAIR WORK INFORMATION STATEMENT

46.1 A Fair Work Information Statement is to be issued to the Employee on commencement of employment with the Employer.

PART G - CONSULTATION AND DISPUTE RESOLUTION

47 - CONSULTATION PROCEDURE

47.1 This clause applies if the Employer:

- (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.

47.2 Major Change

For a major change referred to in 47.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 47.3 to 47.9 apply.

47.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

If:

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

And the Employer must recognise the representative.

47.4 As soon as practicable after making its decision, the Employer 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 Employer 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.

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

47.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

47.7 If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 47.2(a) and subclauses 47.3 and 47.5 are taken not to apply.

47.8 In this clause, a major change is "*likely to have a significant effect on Employees*" if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer'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

47.9 For a change referred to in paragraph 47.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses 47.10 to 47.14 apply

47.10 The relevant Employees may appoint a representative for the purposes of the procedures in this clause.

If:

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

And the Employer must recognise the representative.

47.11 As soon as practicable after proposing to introduce the change, the Employer 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 Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer 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).

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

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

47.14 In this clause

"relevant Employees" means the Employees who may be affected by a change referred to in subclause 47.1

48 - DISPUTES RESOLUTION PROCEDURE

In relation to any Agreement matter that may be in dispute between the parties to this Agreement or the National Employment Standards. This process may also apply for other matters pertaining to the employment relationship where the Employer and the Employee mutually agree, and where the Employee has attempted to resolve the matter in accordance with the City's Grievance Management Practice.

The parties will attempt to resolve the matter at the workplace level including, but not limited to:

48.1 in the first instance, by discussions between the Employee or Employees concerned and the relevant supervisor;

- 48.2** if such discussions do not resolve the dispute, discussions between the Employee or Employees concerned and more senior levels of management (as appropriate);
- 48.3** a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute;
- 48.4** if a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or arbitration;
- 48.5** if either party refers the matter to mediation, both parties will participate in the mediation process in good faith;
- 48.6** In arbitrating the dispute the FWC may use all of its powers to subpoena or require documents to be exchanged. The FWC must not make a decision contrary to this agreement.
- 48.7** Parties to a dispute must genuinely attempt to resolve the dispute at workplace level,
- 48.8** It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 48.9** Where an Employee has a dispute with the application of any City Policy, Management Practice or Procedure the matter must be dealt with in accordance with the City's Grievance Management Practice.

49 - UNION DELEGATES/EMPLOYEE RIGHTS

49.1 Role of Unions

The Employer acknowledges that unions have an important role to play in the change, consultation, collective negotiation, communication, grievance and disciplinary processes. To that end, the City will support reasonable access by authorised Union Industrial Organisers to the Workplace as agreed and under the terms of the Act.

49.2 Union Delegates/Employee Representatives

The Employer will also support the roles of Union Delegates, who are authorised by their Union, and elected Employee Representatives. These individuals will:

- Be treated fairly and be able to perform their Delegate's role without any discrimination or victimisation in their employment;
- Have reasonable access to facilities such as telephone, facsimile, photocopying, Internet and e-mail, for the purpose of consulting with union members, Employees and the union;
- Have access to reasonable information about the workplace and the business and be involved in genuine consultation prior to decisions being taken, which impact on union members/Employees;
- Be provided with reasonable paid time to represent the interests of union members/Employees to the Employer and industrial tribunals;

- Be provided with reasonable paid time to research and prepare prior to all negotiations with management;
- Where appropriate, be able to consult with union members/Employees during normal work hours; and
- Be able to consult with new Employees as to their role, and provide information about their union.

49.3 Reasonable Paid Time

The amount of "reasonable paid time" referred to within this agreement will be agreed between the Workplace Delegate and their Manager / Supervisor.

50 - SETTLEMENT OF DISPUTE TRAINING LEAVE

A Union delegate (or other Employee workplace representative) shall be entitled to, and the Employer shall grant, up to five days' leave each year, non-cumulative, to attend courses conducted by an accredited training provider and, approved by the Union on the following conditions:

- 50.1** the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
- 50.2** reasonable notice (30 days) is given by the Union delegate or another workplace representative;
- 50.3** the taking of leave is arranged having regard to the operational requirements of the Employer;
- 50.4** the Union delegate or another workplace representative taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave;
- 50.5** leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

SIGNATORIES TO AGREEMENT

Enterprise Agreement made under the *Fair Work Act 2009*, between:

Signatures:

FOR CITY OF BAYSWATER, 61 BROUN AVENUE MORLEY, WA 6062

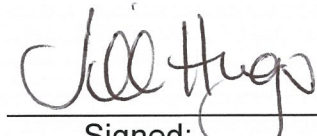

Signed: _____

Andrew Hancock Bailey
Name in full (printed)

CEO
Position and Authority to sign:

9 JUL 2019
Date

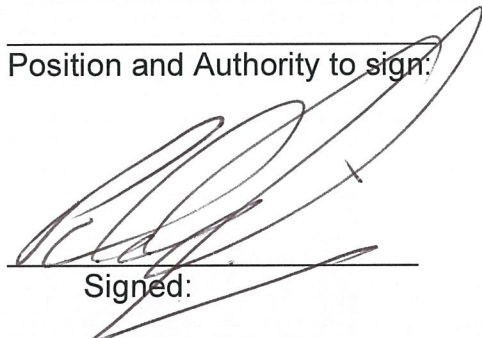
AND FOR THE AUSTRALIAN MUNICIPAL, ADMINISTRATION, CLERICAL AND SERVICES UNION (WA BRANCH), 102 EAST PARADE EAST PERTH, WA 6004


Signed: _____

Jill Hugo
Name in full (printed):

Assistant Branch Secretary - ASU WA Branch
Position and Authority to sign: _____

9/7/2019
Date


Signed: _____

Paul Green
Name in full (printed):

102 EAST PARADE EAST PERTH W.A

WITNESS
Position and Authority to sign:

GOOLY
Date 9/7/19

SCHEDULE A – SKILL DESCRIPTORS

This Agreement structure consists of entry level skill-based 'Bands' defined according to the following skill descriptors and in read in conjunction with the Employer's relevant salary system. Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

Band 1 – (87.5% relativity)

Band 1 covers entry level for operational Employees with minimal experience and qualifications.

- A1.1 Authority and accountability:** Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
- A1.2 Judgement and problem solving:** Judgement is minimal and work activities include routine and clearly defined work which is coordinated by other Employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
- A1.3 Specialist knowledge and skills:** Job specific knowledge and skill are obtained through on-the-job training and workplace based induction training.
- A1.4 Management skills:** Not required at this Band.
- A1.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A1.6 Qualifications and experience:** An Employee in this band will have commenced on-the-job training, which may include an induction course.

BAND 2 (92.5% relativity)

Band 2 covers operational Employees undertaking duties and responsibilities in excess of Band 1 with relevant local government industry or equivalent experience.

- A2.1 Authority and accountability:** Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
- A2.2 Judgement and problem solving:** Judgement is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.
- A2.3 Specialist knowledge and skills:** Obtained through on-the-job training and workplace induction training. Off-the-job training which may include accredited short courses.
- A2.4 Management skills:** not required at this Band.
- A2.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A2.6 Qualifications and experience:** Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

BAND 3 (96% relativity)

Band 3 covers operational Employees undertaking duties and responsibilities in excess of Band 2; and entry level administrative Employees.

- A3.1 Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower Bands.
- A3.2 Judgement and problem solving:** Personal judgement is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- A3.3 Specialist knowledge and skills:** Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
- A3.4 Management skills:** Not required at this Band.
- A3.5 Interpersonal skills:** Positions at this level require communication skills to enable them to effectively communicate with clients, other Employees and members of the public and in the resolution of minor matters.
- A3.6 Qualifications and experience:** Qualifications or relevant experience commensurate with the requirements of work in this Band, which may be acquired through a Certificate II or a 'non-trades' Certificate III, however described.

BAND 4 (100% relativity)

Band 4 covers operational and administrative Employees undertaking duties and responsibilities in excess of Band 3; and entry level for technical and trades Employees.

- A4.1 Authority and accountability:** Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower Bands. Responsible for leading Employees in operational duties or the application of trades, administrative or technical skills.
- A4.2 Judgement and problem solving:** The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.
- A4.3 Specialist knowledge and skills:** Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, commensurate to the requirements of the position. Performance of trades and non-trade tasks incidental to the work.
- A4.4 Management skills:** Provide Employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Positions may lead small groups of Employees at the 'work face'.
- A4.5 Interpersonal skills:** Positions at this level require effective communication skills to enable them to communicate with clients, other Employees and members of the public and in the resolution of routine and usual matters.
- A4.6 Qualifications and experience:** Qualifications or relevant experience commensurate with the requirements of work in this Band which may be acquired through:
 - (a) Trade Certificate or equivalent;
 - (b) Completion of accredited/industry based training courses equivalent to a Certificate IV (non-trade);

- (c) Knowledge and skills gained through on-the-job training.

BAND 5 (110% relativity)

Band 5 covers technical, administrative and trades Employees undertaking duties and responsibilities in excess of Band 4.

- A5.1 Authority and accountability:** The exercise of discretion within standard practices and processes and may exercise high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised Employees or groups of Employees.
- A5.2 Judgement and problem solving:** Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
- A5.3 Specialist knowledge and skills:** Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- A5.4 Management skills:** May require skills in co-ordinating a team of Employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of Employees at the 'work face'.
- A5.5 Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconcile different points of view.
- A5.6 Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications which may include:
- (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
 - (b) extensive knowledge and skill gained through on-the-job training commensurate with the requirements of the work in this Band.

BAND 6 (120% relativity)

Band 6 covers administrative, technical or trades Employees undertaking duties and responsibilities in excess of Band 5.

- A6.1 Authority and accountability:** May be responsible to provide a specialised/technical service and to complete work with elements of complexity. May make internal and external recommendations which represent the Employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A6.2 Judgement and problem solving:** Judgement and problem solving are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches, some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A6.3 Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A6.4 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation,

monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

- A6.5 Interpersonal skills:** Skills to communicate with Employees in lower Bands and the public. Employees in this Band are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A6.6 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
- (a) diploma or advanced diploma; or
 - (b) appropriate in-house training or equivalent.

BAND 7 (130% relativity)

Band 7 covers specialist technical Employees undertaking duties in excess of Band 6 and entry level for graduate professional Employees.

- A7.1 Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other Employees. May work with a team of Employees requiring the review and approval of more complex elements of the work.
- A7.2 Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the Employer's internal sources, and assistance is usually available from other professional and/or specialist technical Employees in the work area.
- A7.3 Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
- A7.4 Management skills:** May manage minor projects involving Employees in lower Bands and other resources.
- A7.5 Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A7.6 Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

BAND 8 (145% relativity)

Band 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Band 7. The positions in Band 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the Employer.

- A8.1 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A8.2 Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.

- A8.3 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A8.4 Management skills:** May manage more complex projects involving people and other resources.
- A8.5 Interpersonal skills:** Interpersonal skills in leading and motivating Employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- A8.6 Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

BAND 9 (160% relativity)

Band 9 covers senior and experienced professionals undertaking duties and responsibilities in excess of Band 8. Positions at this Band involve key specialists in a specific field and undertake a management function.

- A9.1 Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the Employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Employer and have significant impact upon external parties dealing with the Employer. The position's influence would have an important role in the overall performance of the function.
- A9.2 Judgement and problem solving:** Positions would have a high level of independence and would determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the Employer in the resolution of problems.
- A9.3 Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the Employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- A9.4 Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.
- A9.5 Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the Employer and to liaise with external bodies.
- A9.6 Qualifications and experience:** Positions will have a relevant degree or equivalent with extensive practical experience.

BAND 10 (180% relativity)

Band 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.

- A10.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

- A10.2 Judgement and problem solving:** Resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A10.3 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A10.4 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage Employees, budgets, work programs or major projects of the Employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A10.5 Interpersonal skills:** Positions at this Band are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Employer and to resolve conflict.
- A10.6 Qualifications and experience:** Positions require a relevant degree or equivalent and management experience.

BAND 11 (210% relativity)

Band 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Band 10.

- A11.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
- A11.2 Judgement and problem solving:** Resolution of problems, which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A11.3 Specialist knowledge and skills:** Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.
- A11.4 Management skills:** Application of highly developed management skills to establish and/or monitor goals and objectives. Manage Employees, budgets, work programs or major projects of the Employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A11.5 Interpersonal skills:** Positions at this Band are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Employer and to resolve complex conflict situations.
- A11.6 Qualifications and experience:** Positions require a relevant degree or equivalent and significant management experience.

SCHEDULE B: SALARIES

01/12/2010		IWCA	01/07/2019	01/07/2020	01/07/2021
BANDS		01/07/2018			
		PER ANNUM	2.00%	2.00%	2.00%
BAND 3	16 YR OLD	\$30,698.87	\$31,312.85	\$31,939.10	\$32,577.89
	17 YR OLD	\$36,280.48	\$37,006.09	\$37,746.21	\$38,501.14
	18 YR OLD	\$41,862.10	\$42,699.34	\$43,553.33	\$44,424.40
	19 YR OLD	\$47,443.71	\$48,392.58	\$49,360.44	\$50,347.64
	20 YR OLD	\$53,025.32	\$54,085.83	\$55,167.54	\$56,270.89
BAND 3	ADULT	\$55,816.13	\$56,932.45	\$58,071.10	\$59,232.52
BAND 4		\$62,436.47	\$63,685.20	\$64,958.90	\$66,258.08
BAND 5		\$64,797.16	\$66,093.10	\$67,414.97	\$68,763.26
BAND 6		\$67,159.76	\$68,502.96	\$69,873.01	\$71,270.47
BAND 7		\$72,886.69	\$74,344.42	\$75,831.31	\$77,347.94
BAND 8		\$78,231.35	\$79,795.98	\$81,391.90	\$83,019.73
BAND 9		\$84,566.77	\$86,258.11	\$87,983.27	\$89,742.93
BAND 10		\$90,416.84	\$92,225.18	\$94,069.68	\$95,951.07
BAND 11		\$97,929.14	\$99,887.72	\$101,885.48	\$103,923.19

