



CITY OF BAYSWATER ENTERPRISE AGREEMENT

(OUTSIDE WORKFORCE)

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PART A - APPLICATION AND OPERATION

1. - TITLE

This Agreement shall be known as the ***City of Bayswater, Enterprise Agreement 2017 (Outside Workforce)***.

2. – SCOPE OF AGREEMENT

2.1 Duration

The nominal expiry date of this Agreement will be 30 June 2019. 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 Outside Workforce, excluding Employees employed under any other registered Agreement or Employees who are Negotiated Salaried Officers, and those under maximum term contracts, and
- Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union (WA Division) and any employees entitled to be or who are members of the union.

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 Associated Legislation

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 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 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 represented by the Chief Executive Officer.

Full Rate of Pay has the meaning in the NES.

FWC means the Fair Work Commission

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.

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;
- loadings;
- monetary allowances;
- overtime or penalty rates;
- any other separately identifiable amounts.

The hourly base rate of pay of an Employee is 1/38th of the weekly base rate of pay, as set out in clause 19.1 Salary.

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

NES is the National Employment Standards.

Nominated Employee - An employee who has been nominated by the Employer to work an additional 0.5 hours of overtime per day in accordance with the conditions detailed in Clause 18.6.

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.

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 Level D4.

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 Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities Water Boards Union (WA Division).

Weekly Base Rate of Pay of an Employee is determined by reference to clause 19 for the level of work performed by a full-time Employee.

4. – OBJECTIVES

4.1 Main Purpose

The objective of this agreement is to acknowledge the wages and conditions warranted for the City of Bayswater outside workforce to maintain parity with industry standards.

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 or altered through agreement between Employee and Employer.
- 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.

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;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
 - 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:
 - 6.2.1 are about permitted matters under section 172 of the Act; and
 - 6.2.2 are not unlawful terms under section 194 of the Act ; and
 - 6.2.3 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;
 - 6.3.2 includes the name of the Employer and Employee;
 - 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;
 - 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 it is agreed to.
- 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.

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 employed for a specific project or program which the Employer indicates at the time of engagement may not be ongoing, and
- 7.4.2 A temporary Employee shall be advised of his/her period of employment, hours of work, salary and classification in writing prior to the commencement 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. – CLASSIFICATION STRUCTURE

8.1 Classification Structure

The City of Bayswater Classification Framework provides the structure for all classifications and position levels across the City and is as follows;

TIER D	Level D1 - not currently used	OUTSIDE WORKFORCE (positions under this agreement)
	Level D2 - not currently used	
	Level D3	
	Level D4	
	Level D5	
	Level D6	
	Level D7	
	Level D8	
	Level D9 - not currently used	
	Level D10 - not currently used	

The City of Bayswater Classification Framework details how position classifications will be structured and managed across the City.

8.2 Work Level Standards

Work Level Standards in the Classification Framework detail the distinctive features of work at each classification level, including the key duties and responsibilities, along with the knowledge, expertise and skill expected at each level and the associated performance expectations. Various positions may also require the Employee to hold and maintain qualifications, licences, accreditations, certificates and/or tickets for the operation of machinery, plant and/or tools.

9. – APPRENTICES

- 9.1** The terms of this Agreement apply to apprentices, except where otherwise provided. Payment rates are detailed under Clause 19 - Salary.
- 9.2** 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 or Territory training authority with the responsibility for the apprenticeship.
- 9.3** Where a statute or regulation relating to apprentices is in force in a State or Territory, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.
- 9.4** An apprenticeship may be cancelled or suspended only in accordance with requirements of the apprenticeship training agreement and the requirements of the relevant State or Territory legislation.

10.– TRAINEES

- 10.1** The City of Bayswater may introduce traineeships that combine work and structured training. This will require a contract to be entered in to through the Department of Education and Training Vocational and Educational Training program.
- 10.2** The terms of this Agreement apply to trainees, except where otherwise provided.
- 10.3** If a traineeship is introduced the following will apply:
 - 10.3.1** Entry will be by merit selection.
 - 10.3.2** A person will be engaged for the duration of the traineeship.
- 10.4** Following the successful completion of the relevant tertiary studies, and a rating of competent or better on their performance, a trainee will be offered a permanent appointment if a suitable, vacant, budgeted position exists.

11.- SUPPORTED WAGE SYSTEM

- 11.1** The Supported Wage System (SWS) means the Commonwealth Government system to promote employee for people who cannot work at full Agreement wages because of a disability.
- 11.2** 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.
- 11.3** 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.

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

12.- TERMINATION OF EMPLOYMENT

12.1 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
Not more than 1 year	1 week
More than 1 year but not more 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.18.3

The above conditions do not apply where employment is terminated under Clause 12.4 Misconduct.

12.2 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 or the NES, 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.

12.3 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 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 days absence in respect of which consent was granted.

12.4 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 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
- 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.

13. – REDUNDANCY

- 13.1** An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated at the Employer's initiative because the Employer no longer requires the job to be done by the Employee, except where this is due to the ordinary and customary turnover of labour.
- 13.2** 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).
- 13.3** The Employer may, at its absolute discretion, provide outplacement/career development assistance where deemed necessary. This benefit cannot be taken in cash or kind equivalent.

- 13.4** The minimum payment will be calculated in accordance with award entitlements and shall include 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 at the Employer and shall be made at the rate of one and three tenths weeks leave for each year of service.
- 13.5** Employees made redundant prior to the completion of 4 years of continuous service would 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

- 13.6** For employees with 4 years or more continuous service a maximum payment shall be made to the Employee, calculated at 4 years of entitlements under award redundancy provisions, 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 5 years but less than 6 years	11 weeks
At least 6 years but less than 7 years	13 weeks
At least 7 years but less than 8 years	15 weeks
At least 8 years but less than 9 years	17 weeks
At least 9 years but less than 10 years	19 weeks

- 13.7** When calculated, the total number of weeks shall be in addition to entitlements for payments in lieu of notice.
- 13.8** 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.
- 13.9** 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.
- 13.10** For the purposes of this clause any entitlement that is available under the Payout of Accrued Personal Leave Provisions (clause 27), will be available if the Employees services are terminated by the Employer for reasons of genuine redundancy.

14.- TRANSMISSION OF BUSINESS AND REDUNDANCY PAY

- 14.1** Clause 13 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 an old Employer in the business being transferred (whether or not the old employer was previously a new Employer in connection with the business).
- 14.2** Clause 13 does not apply to an Employee in a business being transferred if he or she rejects an offer of employment with the new Employer:
- 14.2.1 on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the old Employer immediately before the termination of that employment; and
- 14.2.2 recognising the employee's service with an old employer in the business (whether or not the old Employer was previously a new Employer in connection with the business).
- 14.3** On application by the Employee, Fair Work Commission may, if satisfied that subsection 14.2 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 13.

PART C - HOURS OF WORK AND RELATED MATTERS

15.- HOURS OF WORK

15.1 Ordinary Hours

The ordinary 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. In particular, extended cycles which optimise operational efficiencies and accommodate seasonal variations in work requirements will be promoted.

This agreement shall continue existing work practices regarding additional hours of work adopted by the City and the Operations Employees in 2007, subject to the conditions detailed in Clause 18.6.

15.2 Span of Ordinary Working Days

15.2.1 Unless otherwise stated, the ordinary hours of work for all Employees shall be between Monday to Friday (inclusive).

15.2.2 The span of ordinary hours for Employees engaged in the following functions shall be Monday to Sunday (inclusive):

- Customer Service Centres
- Catering/Hospitality
- Cleaners
- Caretakers/Hall Keepers
- Recreation Centres
- Community Ranger Services
- Tourism
- Parking Station Attendants
- Garbage, Sanitary and Sullage Services
- Community Services

15.3 Span of Ordinary Hours

15.3.1 Unless otherwise stated, the span of hours of work shall be between the hours 06.00hrs and 18.00hrs (including an unpaid lunch break of 30 minutes minimum).

15.3.2 The span of hours for Employees engaged in the following functions shall be 5.00hrs to 21.00hrs, or otherwise negotiated in writing by mutual agreement:

- Customer Service Centres
- Catering/Hospitality
- Cleaners
- Caretakers/Hall Keepers
- Recreation Centres
- Community Ranger Services
- Tourism
- Parking Station Attendants
- Garbage, Sanitary and Sullage Services
- Community Services

15.3.3 The span of hours including start and finish times may be altered by agreement between the Employer and the affected Employee.

15.3.4 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.

15.4 Maximum Ordinary Hours in a Day

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

15.5 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:

- 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.

15.6 Individual Agreement

Notwithstanding the above provisions, the Employer and Employee(s) may agree to an alternative arrangement of how working hours may be worked. All agreements shall be in writing indicating the Employees affected and the terms of the agreement.

15.7 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 shall not count as service but this does not mean that any such absence will necessarily break continuity of service.

15.8 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.

15.9 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.

15.10 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.

16.– BREAKS

- 16.1** An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.
- 16.2** 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.
- 16.3** All Employees covered by this Agreement are entitled to a 15 (fifteen) minute paid morning tea break and a thirty (30) minute (unpaid) lunch break per day. Necessary toilet breaks will be in addition to this.
- 16.4** Morning tea and lunch breaks are to be taken where the Employee is working at the time unless they are close to the depot and can within the time allocated travel to and from the depot, in which case the Employee may return to the depot.

17.– PENALTY RATES FOR ORDINARY HOURS OF WORK

17.1 Penalty Rates

Seven day a week positions receive:

- an additional 20% loading for all ordinary hours worked between the hours of 6:00 p.m. and 6.00 a.m., Monday to Friday inclusive.
- an additional 50% loading for all ordinary hours worked on a Saturday, and
- an additional 75% for all ordinary hours worked on a Sunday.

17.2 Facilitative Provision

An Employee may request to work ordinary hours outside the appropriate span and/or spread identified at clause 15, in lieu of the ordinary hours the Employee would otherwise be rostered to work. The Employer will not unreasonably withhold agreement to such a request, provided:

- An Employee's request is in writing and must outline a period within which the arrangement is to be reviewed;
- Any such agreement shall not apply to new or vacant positions;
- Where an Employee requests to work ordinary hours outside the relevant span of hours, the Employer shall not be required to pay a weekday or weekend penalty for the actual time worked, and
- By written agreement between an Employee and position and Employer, penalty rates for ordinary hours of work may be annualised.

18.– OVERTIME / ACCRUED TIME OFF

18.1 Eligibility for Payment of Overtime

The Employer may require or request an Employee to work reasonable additional hours of duty at any time that the employee is required, 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.

Overtime will be payable for duty that the Employer requires:

- an Employee who is a non-shift worker, to perform on any day from Monday to Friday inclusive, which is worked before the hours of 6.00hrs and/or after 18.00hrs, or between 6.00 to 18.00hrs which is beyond the normal span of hours for the day.
- an Employee who is a shift worker, to perform duty beyond their ordinary rostered hours of work.
- an Employee to work in excess of Ordinary Hours
- an Employee to work in excess of the maximum ordinary hours on any day provided by clause 15.4

18.2 Payment of Overtime

Overtime will be paid

- on a 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.
- on 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.
- on Sunday all time shall be paid at double time.
- on a public holiday all time shall be paid for at the rate of double time and a half.

18.3 Recall to Duty

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

18.4 Accrued Time Off

By agreement, the Employee may take accrued overtime as time in lieu, at the ordinary time rate (that is an hour off for each hour of overtime worked), or other rate as agreed.

18.4 Minimum Break

If directed to work by the Employer, the Employee should where reasonably practical receive a ten 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.

18.5 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.

18.6 Nominated Employees

Employees in Nominated Crews will be eligible for 30 minutes overtime built into each working weekday.

Overtime will only be payable upon completion of the required 8.5 hours for the day. For Depot staff the core working hours are 6.30am to 3.30pm.

Conditions associated with the payment of this overtime include:

- maintenance records are to be completed by teams with an accurate
- maintenance record maintained for each piece of plant; and
- supervisory staff, in association with the workshop, will establish the program of maintenance.

18.7 Call Up

18.7.1 By mutual arrangement with the Employer if an Employee agrees to be available for recall to work, the Employee who is available to be called up to return to duty must be able to be contacted and immediately respond to a request to attend work.

18.7.2 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.

18.7.3 By agreement between the Employer and the Employee an hourly standby rate may be negotiated for Employees to be called up for duty at short notice.

18.7.4 An Employee who agrees by prior arrangement to be on standby and available to be called up to attend duties will be paid at ordinary rates of pay. If called up to commence duties after being on agreed standby to be called up the employee will be paid overtime rates of pay from the time they leave their usual place of residence, to attend the call up.

PART D - PAY RELATED MATTERS

19.- SALARY

19.1 Salary

All Employees covered by this Agreement shall be classified according to the Classification Structure detailed in Clause 8.

The base weekly rate of pay for Level D classifications, working 38 hours per week, is detailed below, and includes the salary increase which will apply of the life of this Agreement.

Grade	NEW Tier D	Pay period Beginning On or After 01/07/2015	Pay period Beginning On or After 01/07/2016	Weekly	Pay period Beginning On or After 01/07/2017	Weekly	Pay period Beginning On or After 01/07/2018	Weekly
		Annual	Annual		Annual	Annual	Annual	Annual
3 Year Apprentice (1)	Level D1 Level D2 Level D3 Level D3A Level D4 Level D4A Level D5 Level D5A Level D6 Level D6A Level D7 Level D7A Level D8 Level D8A Level D9 Level D92 Level D93 Level D94	39,782.45	40,578.10	780.35	41,389.66	795.95	42,217.45	811.87
3 Year Apprentice (2)		45,465.79	46,375.10	891.83	47,302.61	909.67	48,248.66	927.86
3 Year Apprentice (3)		51,149.13	52,172.11	1,003.31	53,215.55	1,023.38	54,279.86	1,043.84
4 Year Apprentice (1)		34,099.42	34,781.40	668.87	35,477.03	682.25	36,186.57	695.90
4 Year Apprentice (2)		39,782.45	40,578.10	780.35	41,389.66	795.95	42,217.45	811.87
4 Year Apprentice (3)		45,465.79	46,375.10	891.83	47,302.61	909.67	48,248.66	927.86
4 Year Apprentice (4)		51,149.13	52,172.11	1,003.31	53,215.55	1,023.38	54,279.86	1,043.84
Trainee		39,782.14	40,577.79	780.34	41,389.34	795.95	42,217.13	811.87
Band 3		54,125.85	55,208.36	1,061.70	56,312.53	1,082.93	57,438.78	1,104.59
Band 3A		54,690.04	55,783.84	1,072.77	56,899.51	1,094.22	58,037.50	1,116.11
Band 4		55,312.60	56,418.86	1,084.98	57,547.23	1,106.68	58,698.18	1,128.81
Band 4A		56,832.16	57,968.80	1,114.78	59,128.18	1,137.08	60,310.74	1,159.82
Band 5		57,677.51	58,831.06	1,131.37	60,007.68	1,153.99	61,207.84	1,177.07
Band 5A		58,920.19	60,098.60	1,155.74	61,300.57	1,178.86	62,526.58	1,202.43
Band 6		60,221.27	61,425.69	1,181.26	62,654.20	1,204.89	63,907.29	1,228.99
Band 6A		60,278.11	61,483.67	1,182.38	62,713.35	1,206.03	63,967.61	1,230.15
Band 7		61,216.27	62,440.60	1,200.78	63,689.41	1,224.80	64,963.20	1,249.29
Band 7A		63,296.32	64,562.25	1,241.58	65,853.49	1,266.41	67,170.56	1,291.74
Band 8		64,315.60	65,601.91	1,261.58	66,913.95	1,286.81	68,252.23	1,312.54
Band 8A		65,334.89	66,641.59	1,281.57	67,974.42	1,307.20	69,333.91	1,333.34
Band 9		66,351.10	67,678.12	1,301.50	69,031.68	1,327.53	70,412.32	1,354.08
Band 9		71,999.40	73,439.39	1,412.30	74,908.18	1,440.54	76,406.34	1,469.35
Band 9		75,149.44	76,652.43	1,474.09	78,185.48	1,503.57	79,749.19	1,533.64
Band 9		76,493.83	78,023.71	1,500.46	79,584.19	1,530.47	81,175.87	1,561.07

Band 9	Level D9A	72,669.30	74,122.68	1,425.44	75,605.14	1,453.94	77,117.24	1,483.02
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19.2 All Employees covered by this Agreement shall be classified according to the classification structure set out in Clause 8 Classification Structure.

19.3 The Employer must advise their Employees in writing of their classification level on commencement of employment and of any subsequent changes to their classification level. The classification level must be determined by the Employer according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of their employment as defined in the Classification Framework.

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:

- leave loading;
- monetary allowances;
- overtime or penalty rates;
- Service Pay
- 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 Service Pay

The following weekly rates of service pay shall be payable to employees bound by this agreement. The rates in this table shall be adjusted each year by the immediately preceding March Quarter Consumer Price Index Figure for Perth (based on the percentage change from the corresponding quarter of the previous year).

Years of Service	Per Week	Per Fortnight	Annual
1	\$17.48	\$34.96	\$909.00
2	\$23.31	\$46.62	\$1,211.99
3	\$26.80	\$53.61	\$1,393.80
4	\$30.30	\$60.60	\$1,575.59
5	\$33.80	\$67.59	\$1,757.40
6	\$37.29	\$74.58	\$1,939.20
7	\$39.62	\$79.25	\$2,060.39
8	\$41.95	\$83.91	\$2,181.60
9	\$44.28	\$88.57	\$2,302.80
10	\$46.61	\$93.23	\$2,423.99
11	\$48.95	\$97.89	\$2,545.19
12	\$51.28	\$102.55	\$2,666.40
Over 12	\$51.28	\$102.55	\$2,666.40

19.7 Junior Rates

- 19.7.1 Junior Employees will be paid the following percentage of the appropriate wage rate set out in clause 19.1 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

- 19.7.2 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 level, the Employer will pay 100% of the relevant base rate.

19.8 Apprentice Rates

The weekly minimum wage rates for apprentices are as follows:

Four year apprenticeships

1 st year	60% of Level D4A
2 nd year	70% of Level D4A
3 rd year	80% of Level D4A
4 th year	90% of Level D4A

Three year apprenticeships

1 st year	60% of Level D4A
2 nd year	70% of Level D4A
3 rd year	90% of Level D4A

19.9 Traineeship Rates

Apprentices will be paid a percentage of the Level A1 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

19.10 Supported Wage System

Employees who are eligible for a supported wage under the terms of this Agreement will be 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.

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. 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

21.1.1 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.

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

21.1.3 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

21.2.1 Where an Employee who holds an appropriate current senior 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 Standard hourly rate.

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

21.3 Vehicle

21.3.1 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.

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

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

21.3.4 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

21.4.1 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.

21.4.2 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.

21.4.3 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.

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

21.5 Excess Travelling and Fares

- 21.5.1 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:
- 21.5.2 **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
- 21.5.3 **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 to 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

- 21.6.1 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.
- 21.6.2 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.
- 21.6.3 The Employer may require the Employee to present proof of payment prior to the reimbursement.

21.7 Tool Allowance – Tradespersons and Apprentices

- 21.7.1 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.
- 21.7.2 Tool Allowance rates will be paid in accordance with the *Local Government Industry Award 2010*.
- 21.7.3 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 Special Rates

- 21.8.1 All Employees working in shafts, trenches or excavations shall be paid the following monies in addition to their ordinary rate of wage:
- 21.8.2 When working between 1.8 metres and 6.0 metres below the surface, the amount of \$2.40 per day; or when working more than 6.0 metres below the surface, the amount of \$3.40 per day.
- 21.8.3 These rates shall be adjusted each year by the immediately preceding March Quarter Consumer Price Index Figure for Perth (based on the percentage change from the corresponding quarter of the previous year).

21.9 Adverse Working Conditions

Outdoor operational and trade Employees engaged in LevelD1 to D5 of this Agreement shall be entitled to payment of an additional hourly allowance for all time worked by direction under adverse, unpleasant, obnoxious or objectionable conditions at the Levels defined below.

21.9.1 Eligibility

The payment of this allowance is in acknowledgement that, following the previous incorporation into the hourly rate of the Industry Allowance, some adverse work conditions were not encompassed in this payment. The Industry Allowance provided compensation for climatic conditions when working in the open including dust blowing in the wind and working in sloppy or muddy conditions, the physical disadvantage of having to climb stairs or ladders, or work in confined spaces and working on scaffolds or with makeshift appliances.

The Adverse Working Conditions allowance therefore provides, for relevant eligible employees, compensation for those working conditions deemed over and above that provided under the previous Industry Allowance.

21.9.2 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 (over and above that already compensated by payment of the Industry Allowance), which typically include:

- 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.

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);
- 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;
- Cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

21.9.3 Payment Rate

Level 1 Working Conditions

To provide general compensation for working in conditions as listed in Level 1 above, a flat hourly rate will be paid to employees. This rate will be incorporated into the hourly rate, and will therefore be payable for the calculation of all leave and overtime payments.

No employee will be eligible to claim any additional payment for Level 1 Adverse Conditions except for those engaged in activities or tasks as detailed below.

Activities	Rate	Basis
General Level 1 Conditions	0.5% of hourly rate	Based on working adverse conditions approx. 15% of time
Weed Spraying Road Sweeping Gully Educting Graffiti Removal	1.25% of hourly rate (paid in addition to 0.5%)	Based on working these conditions 50% of time.
Cleaners	2.0% of hourly rate (paid in addition to 0.5%)	Based on working these conditions 70% of time.

Level 2 and Level 3 Working Conditions

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

- Level 2 Working Conditions – 3.5% of the Standard hourly rate; or
- Level 3 Working Conditions – 50% of the Standard hourly rate.

21.10 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	Private motoring sub-group
Tools allowance	Tools component of the household appliances, utensils and tools sub-group.

22.– SUPERANNUATION

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

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

22.3 Employees can elect to contribute between one percent (1%) and nine percent (9%) of their salary to the Superannuation fund. Council will match Employee contributions on a 'one for one' percentage basis, up to a maximum of 5%. Membership of this component of the fund is voluntary.

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

The default fund shall be the WA Local Government Superannuation Plan.

22.5 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.

22.6 Absence from work

- 22.6.1 The employer must also make the superannuation contributions provided for in clauses 22.1 and 22.3 and pay the amount authorised under clause 22.3 for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
- (i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - (ii) the employee remains employed by the employer.

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..
- 23.2 All timesheets are to be submitted to payroll on a daily basis for payment of wages. unless otherwise informed.
- 23.3 Employees who may suffer hardship as a result of late payment of wages may be paid manually by the City at the discretion of the Director of Technical Services.

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.
- 25.2 During the life of this agreement the employer may investigate salary packaging options that may benefit the employees.

PART E - LEAVE AND RELATED MATTERS

26.- ANNUAL LEAVE

26.1 Annual leave shall accrue at the rate of 22 days (167.2 hours based on 7.6 hour days) per annum.

For those employees on a 9 day fortnight, an additional 1.8 hours per annum will be provided, made up of the standard 152 hours plus 2 x 8.5 hour days, making a total of 169 hours 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, at the discretion of the Employer, be paid when the employee takes leave.

The loading shall not apply to proportionate leave on termination.

26.4 Payment in lieu of accrued annual leave shall be paid on termination, based on a monthly 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, or when more than eight weeks' leave is accrued in accordance with clause 25.6 and 25.7 of the *Local Government Industry Award 2010*.

26.7 A shift worker who works on a 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

27.1.1 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.

- 27.1.2 The Purchased Leave Scheme applies to all permanent employees covered by the City of Bayswater Enterprise Agreement (Outside Workforce).

27.2 Conditions

- 27.2.2 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.
- 27.2.3 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.
- 27.2.4 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.

27.3 Applying for Purchased Leave

- 27.3.1 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.
- 27.3.2 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.
- 27.3.3 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.
- 27.3.4 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.

27.4 Salary Arrangements

27.4.1 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.

27.4.2 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.

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

27.5 Taking Leave

27.5.1 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.

27.6 Unused Leave

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

27.6.2 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.

27.6.3 On termination of employment, or withdrawal from the arrangement, unutilised 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.

27.7 Movement To Another Position

- 27.7.1 In the event of promotion or transfer to another department within the City, the application of the 48/52 salary 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.

28.– PERSONAL LEAVE

28.1 Access to Personal Leave

- 28.1.1 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).

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

28.2 Accrual of Entitlements

- 28.2.1 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 year's service, at a rate of 1 day for each completed month of service.

28.3 Carer's Responsibilities

- 28.3.1 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

28.4.1 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.

28.4.2 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

28.5.1 The term immediate family is an employee's:

- Spouse or de-facto partner
- 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

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

28.7 Cashing Out Options

28.7.1 An employee may apply to cash out personal leave credits, subject to the conditions provided below. Where Employees elect to cash out sick leave, there will be appropriate adjustments made to their accruals.

Option A

On retirement from the workforce, an employee will be entitled to payment of 50% of their unused personal leave. This only applies to leave entitlements that have been accrued whilst employed at the City of Bayswater.

Option B

Each year, an employee may cash out 50% of their accrued personal leave at the full rate applicable. This only applies to leave entitlements that have been accrued whilst employed at the City of Bayswater.

This option is subject to

- that an application for cash out has not been made in the preceding twelve months,
- a minimum balance of 152 hours remaining,

- cashing out a minimum of 38 hours and maximum of 76 hours,
- an equivalent amount of personal leave to that cashed out being quarantined and unable to be used in calculations for any future claim for cash out, or for payment on retirement from the workforce, and
- any other requirements detailed in the City's Personal Leave Management Practice.

Example 1

Year 1: Employee Entitlement at Anniversary 40 days

Base Entitlement to be Retained	20 days
Cash Out of Additional Leave	50% x 20 days = 10 days
Maximum allowable Cash Out	10 days
New Base Entitlement	20 days + 10 days = 30 days
Remaining Entitlement	<u>30 days</u>

Year 2: Employee Entitlement = 30 days (from Year 1) + 12 days (accrued during year) = 42 days

Base Entitlement	30 days
Cash Out of Additional Leave	50% x 12 = 6 days
New Base Entitlement	30 + 6 = 36 days
Remaining Entitlement	<u>36 days</u>

Year 3: Employee Entitlement = 36 days (from Year 2) + 12 days (accrued during year) = 48 days

Base Rate	36 days
Cash Out of Additional Leave	50% x 12 = 6 days
New Base Entitlement	36 + 6 = 42 days
Remaining Entitlement	<u>42 days</u>

Example 2

Year 1: Employee Entitlement at Anniversary 150 days

Base Entitlement to be Retained	20 days
Applicable Additional Leave	50% x 130 days = 65 days
Maximum allowable Cash Out	10 days
New Base Entitlement	20 days + 10 days = 30 days
Remaining Entitlement	<u>140 days</u>

Year 2: Employee Entitlement at Anniversary 140 + 12 = 152 days

Base Rate	30 days
Cash Out of Additional Leave	50% x 122 days = 61 days
Maximum allowable Cash Out	10 days
New Base Entitlement	40 days
Remaining Entitlement	<u>142 days</u>

Year 3: Employee Entitlement = 142 + 12 = 154 days

Base Rate	40 days
Cash Out	50% x 114 = 57 days
Maximum allowable Cash Out	10 days
New Base Entitlement	50 days
Remaining Entitlement	<u>144 days</u>

Year 4: Employee Entitlement = 144 + 12 = 156 days

Base Rate	50 days
Cash Out	50% x 106 = 53 days
Maximum allowable Cash Out	10 days
New Base Entitlement	60 days
Remaining Entitlement	146 days

29.– COMMUNITY SERVICE LEAVE

29.1 Each of the following is an eligible community service activity;

29.1.1 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

29.1.2 carrying out a voluntary emergency management activity (within the meaning of Section 109 of the Act); or

29.1.3 an activity prescribed in regulations made for the purpose of subsection (2).

29.2 The NES regulations (Division 8), may prescribe an activity that is of a community service nature as an eligible community service activity.

29.3 An Employee who engages in an eligible community service activity is entitled to be absent from his or her employment if:

29.3.1 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.

29.3.2 the activity is jury service in which case the Employee's absence is reasonable in all the circumstances.

30.– DEFENCE LEAVE

30.1 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.

31.– PARENTAL LEAVE

31.1 Entitlement

- 31.1.1 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 Policy provides additional guidance.
- 31.1.2 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.

31.2 Eligibility

- 31.2.1 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.

31.3 Period of Leave

- 31.3.1 Each eligible member of an employee couple may take a separate period of up to 12 months unpaid parental leave. 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.
- 31.3.2 An employee couple is not entitled to more than 24 months between them.

31.4 Employee Couple

- 31.4.1 An 'employee couple' is where two employees are in a spousal or de facto relationship.

31.5 Other Leave

- 31.5.1 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.

31.6 Return from Leave

- 31.6.1 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.
- 31.6.2 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.

32. – LONG SERVICE LEAVE

- 32.1** 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.
- 32.2** An employee may seek approval to take Long Service Leave:
- 32.2.1 on half of the ordinary rate of pay, or
 - 32.2.2 on double the ordinary rate of pay.
- 32.3** An employee may apply in writing to cash out accumulated long service leave entitlement.
- 32.4** 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.
- 32.5** Employees who have attained the initial pro-rata qualification entitlement (7 year's service) may apply to access this entitlement in installments of not less than one week.
- 32.6** Employees may seek approval to cash out this pro-rata entitlement obtained after the 7 year eligibility period
- 32.7** In exceptional circumstances, and at the employer's discretion, employees who are entitled to pro-rata long service leave may take time off up to the limit of the entitlement. Examples of exceptional circumstances include special family leave and illness.

33. – LEAVE WITHOUT PAY

- 33.1** 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.
- 33.2** An Employee must access any other relevant paid leave entitlements prior to taking Leave Without Pay.
- 33.3** 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.
- 33.4** 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.

34. – EXTRAORDINARY LEAVE

34.1 Purpose

- 34.1.1 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.
- 34.1.2 This provision supports leave alternatives for victims of domestic violence.
- 34.1.3 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.
- 34.1.4 Leave will not be granted under this provision if another form of leave is more appropriate.

34.2 Application

- 34.2.1 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.
- 34.2.2 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.
- 34.2.3 However in extraordinary situations, the Employee may apply directly to the Chief Executive Officer.
- 34.2.4 The Employee must, if requested by the Chief Executive Officer, provide sufficient documentary evidence supporting the reason for the absence.

34.3 Consideration

- 34.3.1 Upon application for Extraordinary Leave the Chief Executive Officer will, based on the information provided, make a decision whether to approve the application.
- 34.3.2 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.

34.4 Approval

34.4.1 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.

35.– PUBLIC HOLIDAYS

35.1 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.

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

35.3 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.

35.4 Employees who work on Christmas Day or New Year's Day shall be paid a maximum bonus of \$200.00 for each day that they work. A day for the purpose of this clause shall be the normal daily hours for that Employee (8.5 hours for those employees on a 9 day fortnight). A pro rata bonus shall be paid to employees working less than their daily hours on either of these given days. This bonus is in addition to the standard award penalties for attending work on these two nominated days.

The employee must work either of these two nominated days, and should the employee be part of a roster and wishes to amend the roster which does not require him/her to work on either of these two nominated days, the bonus will not apply.

The intent of this bonus is to recognise that the employee will miss valued family time during these two public holidays and to enable management to have greater support from the workforce to ensure Council services are provided.

The bonus does not apply to casual employees or labour hire personnel.

36.- PERMANENT INCAPACITY

- 36.1** 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.
- 36.2** 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.
- 36.3** 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.
- 36.4** 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.

37.- PROBATIONARY PERIOD

- 37.1** 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.

38.- PERFORMANCE REVIEWS

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

39.- TRAINING AND MULTI-SKILLING OF THE WORKFORCE

- 39.1** The Employer encourages training of its Employees and to that end endorses training programs that are of mutual benefit.
- 39.2** 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.

39.3 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.

40.- EQUAL EMPLOYMENT OPPORTUNITY

40.1 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 under 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.

41.- OCCUPATIONAL SAFETY AND HEALTH

- 41.1** 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.
- 41.2** Employees shall report to a supervisor or manager, accidents at the Employers workplaces that can cause injury to Employees and/or damage to the Employer's vehicles, buildings and other property.
- 41.3** The use of, or being found under the influence of, alcohol or illegal drugs may result in termination of employment.

42.- FITNESS FOR WORK

- 42.1** It is a condition of employment that all Employees undergo a pre-employment medical, drug and alcohol screen. On appointment relevant Employees must take an audio std (hearing test).
- 42.2** 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.

- 42.3** 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.
- 42.4** 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.
- 42.5** 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.

43.- UNIFORMS

- 43.1** The Employer will supply the Employees with five (5) sets of uniforms (pro-rata for part-time) per annum, which will be replaced by the Employer on a reasonable wear and tear basis. Field Staff will be issued with one bomber jacket and a wide brimmed hat, which will be replaced by the Employer on a reasonable wear and tear basis.
- 43.2** Employees will wear the full uniform while on duty and will be responsible for the laundering of the uniform.
- 43.3** The Employer reserves the right to seek re-imbursement of the cost of replacing all or part of the uniform should it be lost or damaged through the negligence of the Employee by way of deduction(s) from the Employee's pay. However such a deduction will not occur without the Employee's written consent.

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 of loss of a licence which is a mandatory requirement of the position may result in disciplinary action.

45.- GPS VEHICLE TRACKING SYSTEM

- 45.1** The City will use GPS tracking systems for the purposing of ensuring employee safety, and for emergency response and control of City assets. This includes ensuring a quick response for any sole operators who experience dangerous situations or have safety issues. Data may also be utilised to assist in developing efficient and effective work scheduling.
- 45.2** The GPS systems are not intended to track individual employees. However this data may be accessed to respond to queries, or to assist with work scheduling.
- 45.3** The City acknowledges the obligations of the *Surveillance Devices Act 1998* (WA) (SD Act) which regulates the use of tracking devices, and requires that the Employer have the express or implied consent of their employees.
- 45.4** Through the actions taken by the City, it is considered that there is implied employee consent, meeting the requirements of the SD Act. These actions include all vehicles installed with GPS devices having clearly visible signage stating that the vehicle is a 'City of Bayswater Satellite Managed Vehicle'. Additionally all relevant new employees are advised of the Employer usage GPS systems in their offer of employment.

46.- CONFIDENTIALITY OF INFORMATION

- 46.1** 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.

47.- FAIR WORK INFORMATION STATEMENT

- 47.1** A Fair Work Information Statement is to be issued by the Employer on commencement of employment with the Employer.

PART G - CONSULTATION AND DISPUTE RESOLUTION

48.- CONSULTATION PROCEDURE

48.1 This term applies if:

- a) the Employer proposes to introduce a change to the regular roster or ordinary hours of work of employees or
- b) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- c) the change is likely to have a significant effect on Employees of the enterprise.

48.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

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

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

Then the Employer must recognise the representative.

48.4 As soon as practicable after making its decision or proposal referred to in 48.1, the Employer must:

48.4.1 discuss with the relevant Employees:

- the introduction of the change or proposal;
- the effect the change is likely to have on the Employees; and
- measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.

48.4.2 for the purposes of the discussion provide, in writing, to the relevant Employees:

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

48.5 In addition, if its decision or proposal is one made under 48.1(a), the Employer must 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).

48.6 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

- 48.7** The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 48.8** If a term in the Enterprise 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 subclauses 48.2, 48.3 and 48.4, are taken not to apply.
- 48.9** In this term, a major change is likely to have a significant effect on Employees if it results in:
- 48.9.1 the termination of the employment of Employees; or
 - 48.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - 48.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 48.9.4 the alteration of hours of work; or
 - 48.9.5 the need to retrain Employees; or
 - 48.9.6 the need to relocate Employees to another workplace; or
 - 48.9.7 the restructuring of jobs.
- 48.9** In this clause, relevant Employees means the Employees who may be affected by the major change.

49. – CHANGE MANAGEMENT

The following work practice improvements will be implemented as part of the Agreement:

- 49.1** Employer will operate an annual leave roster to ensure that maximum crew numbers are available during peak work periods.
- 49.2** Employees are to be at the depot, or agreed place of work, prior to and in time to commence work at the agreed start time.
- 49.3** In general, employees should have left the depot to attend work sites within 15 minutes of their agreed start times.
- 49.4** Plant operators are to complete pre-start checks of relevant plant each day and complete the daily defect and check list report.
- 49.5** Employees, unless undertaking legitimate workplace duties, are not to return to the depot earlier than 15 minutes before the agreed finish time for the day.
- 49.6** Employees will commit to ongoing negotiations for improved work practices.

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

- 50.1** in the first instance by discussions between the Employee or Employees concerned and the relevant supervisor;
- 50.2** if such discussions do not resolve the dispute, discussions between the Employee or Employees concerned and more senior levels of management (as appropriate);
- 50.3** a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute;
- 50.4** 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 Fair Work Commission (the Commission) for resolution by mediation and/or arbitration;
- 50.5** if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- 50.6** 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.

51.- UNION DELEGATES/EMPLOYEE RIGHTS

51.1 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 Fair Work Act.

51.2 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.

51.3 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.

52. - SETTLEMENT OF DISPUTE - TRAINING LEAVE

52.1 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:

- 52.1.1 the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
- 52.1.2 reasonable notice (30 days) is given by the Union delegate or another workplace representative;
- 52.1.3 the taking of leave is arranged having regard to the operational requirements of the employer;
- 52.1.4 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;


52.2 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

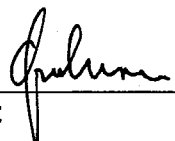

Signed:

Carissa Louise Bywater
Name in full (printed)

A/ Chief Executive Officer
Position and Authority to sign:

10.3.17
Date

**AND FOR THE WESTERN AUSTRALIAN SHIRE COUNCILS, MUNICIPAL ROAD
BOARDS, HEALTH BOARDS, PARKS, CEMETRIES AND RACECOURSES, PUBLIC
AUTHORITIES WATER BOARDS UNION (WA DIVISION), P.O. BOX 183,
LEEDERVILLE, WA 6007**


Signed:

Andrew Gerard Johnson
Name in full (printed):

W.A Division SECRETARY
Position and Authority to sign:

10th March 2017
Date

Signed:

Name in full (printed):

Position and Authority to sign:

Date

Amos 1:1-2:36

Amos 1:1-2:36

Amos 1:1-2:36

Amos 1:1-2:36