

# City of Bayswater Inside Agreement 2023

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## Part 1: Introductory terms

### 1 TITLE

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This Agreement shall be known as the City of Bayswater Inside Agreement 2023 (this Agreement).

### 2 ARRANGEMENT

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### 3 COVERAGE OF THIS AGREEMENT

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- (1) This Agreement covers:
  - (a) The City of Bayswater (the City); and
  - (b) The Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU) 102 East Parade, East Perth WA 6004.
- (2) Employees bound by this Agreement are those employed in the classifications as set out in this Agreement, who are members of, or eligible to be members of the Union.
- (3) At the time this Agreement was made, the number of employees to be covered by it was approximately 428.
- (4) This Agreement does not cover employees appointed as the Chief Executive Officer, Director, Manager, or employees on negotiated contracts or bound by the City of Bayswater Outside Agreement.

### 4 DATE AND PERIOD OF OPERATION

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- (1) This Agreement will commence operation on the date of its registration by the WAIRC.
- (2) The nominal expiry date of this Agreement will be 30 June 2026.
- (3) This Agreement will continue in operation after its nominal expiry date until replaced.

### 5 RELATIONSHIP TO STATE AWARD AND MCE ACT

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- (1) To the extent that this Agreement is contrary to or inconsistent with an award or MCE Act, this Agreement prevails unless expressly stated otherwise.

### 6 DEFINITIONS

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**Agreement** means this document.

**base hourly rate of pay** means the hourly rate calculated by dividing the annual rate set out in Schedule 2, by 52 to obtain the weekly rate and dividing by the weekly rate by 38 which does not include payments for overtime, penalty rates, disability allowances, shift allowances, special rates, fare and travelling time allowances, bonuses or any other ancillary payments which may apply from time to time.

**Base Weekly Rate of Pay** means (a) for a Full-time Employee the base hourly rate of pay multiplied by 38 and (b) for a Part-time Employee the base hourly rate of pay multiplied by the average ordinary hours of work worked over the preceding 12 months (or, if the Employee has been employed for a period of less than 12 months, multiplied by the average ordinary hours of work worked over the period of employment.

**Casual Employee** means an Employee engaged by the City as a casual in accordance with clause 7.

**Casual Employee Hourly Rate** means the base hourly rate of pay set out in Schedule 2 of this Agreement plus a casual loading of 25%.

**Confidential Information** includes information relating to the business and financial affairs of the City, dealings or transactions by the City, trade secrets of the City, information in relation to stakeholders, suppliers or contractors to the City, and includes any software, idea, invention, modification, process, material, know-how, design, discovery, plan or like matter connected with the City or its operations of which the Employee becomes aware during their employment with the City.

**Contract of Employment** means written letter of offer or contract of employment of engagement provided to Employees on commencement of their employment with the City and any variations or new contracts issued.

**Employee or Employees** means a person or persons employed by the City who is covered by this Agreement.

**Employer** means the City of Bayswater (the City).



**Extended Hours** means work performed continuously (exclusive of breaks), in excess of 10 hours.

**family and domestic violence** means the behaviours intended to coerce, control or create fear, or the threat of violence within family or intimate relationship. This includes physical, financial, emotional or psychological abuse, sexual violence or any other behaviour which causes the employee who experiences family and domestic violence to live in fear.

**IR Act** means the *Industrial Relations Act 1979*.

**long service leave** means long service leave entitlements as set out in the *Local Government (Long Service Leave) Regulations (WA)*.

**Management** means a person acting in a supervisory/management role as appointed by the City from time to time.

**MCE Act** means the *Minimum Conditions of Employment Act 1993 (WA)*.

**Member of the Employee's Family or Household** means any of the following persons:

- (a) the Employee's spouse or de facto partner;
- (b) a child, step-child or grandchild of the Employee (including an adult child, step-child or grandchild);
- (c) a parent, step-parent or grandparent of the Employee;
- (d) a sibling of the Employee;
- (e) any other person who, at or immediately before the relevant time for assessing the Employee's eligibility to take leave, lived with the Employee as a member of the Employee's household.

**ordinary hours** of work means hours of work as prescribed in clause 14 of this Agreement.

**overtime** means hours of work as prescribed in clause 16 of this Agreement.

**overtime rate** means the rate of pay applicable to overtime, as prescribed in clause 16 of this Agreement.

**personal circumstances** means a personal illness or injury affecting the employee or Member of the Employee's Family or Household or an unexpected emergency affecting a member of the employee's family or household.

**personal leave** means leave required because the Employee is not fit for work because of personal circumstances affecting the Employee or a Member of the Employee's Family or Household.

**policies** means the written policies, management practices and procedures of the City, including the Code of Conduct, as varied or introduced from time to time.

**reasonable additional hours** means hours of work over and above 38 hours per week which are deemed to be reasonable having regard to the factors set out in the MCE Act.

**SG Act** means the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

**shift worker** means an Employee who performs work that extends for at least five consecutive days and is performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for afternoon shift or night shift.

**Shutdown Period** means a period of time in which the City ceases operations, and employees may no longer be required to perform work.

**Supplier** means any person or body corporate providing goods or services to the City.

**TCR Order** means the Termination, Change & Redundancy General Order 2005 WAIRC 01715 as made by the WAIRC.

**Union** means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU).

**WAIRC** means the Western Australian Industrial Relations Commission.

**Specific Operations and Classifications**

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

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

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

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

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

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

## **Part 2: Employment terms**

### **7 CONDITIONS OF EMPLOYMENT**

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#### **Mode of employment and initial classification**

- (1) An Employee's mode of employment, initial classification and salary or wage rate will be specified in their written letter of offer or contract of employment, or as otherwise specified in writing by the City prior to or upon commencing employment. Employees may be engaged:
  - (a) on a Full-time, Part-time or Casual basis;
  - (b) as a Shift Worker; and/or
  - (c) under an ongoing employment contract or maximum term contract or fixed term contract to work for a specific period or on a specific task or project.

#### **Full-time employment**

- (2) A Full-time Employee is engaged on the basis of working an average of 38 ordinary hours of work per week (40 hours Security Officers) over the relevant roster or work cycle, plus reasonable additional hours as required from time to time.

#### **Part-time employment**

- (3) A Part-time Employee is an Employee who works less than 38 ordinary hours of work per week and receives on a pro rata basis, equivalent pay and conditions to those of a Full-time Employee who does the same kind of work.
- (4) Part-time Employees may work up to an average of 76 hours per fortnight, after which flex or overtime will apply.
- (5) The City will advise a Part-time Employee prior to their commencement of their hours of work, including the days upon which those hours will be worked and the span of hours within which their work will be scheduled. The City and the Employee may, by agreement in writing, vary the hours the Employee works, the days the Employee works, and/or the hours the Employee works on any one day.

### **Maximum term employment/Fixed Term Contract**

- (6) An Employee engaged under a maximum term contract or a fixed term contract is entitled to the same benefits under this Agreement as a Full-time or Part-time Employee (as the case may be) unless otherwise provided for in this Agreement.
- (7) The employment of an Employee engaged under a maximum term contract or a fixed term contract will, if not terminated earlier, automatically cease upon the expiration of the term of the contract or completion of the task or project (and the Employee will not be entitled to any notice or payment in lieu of notice or redundancy pay) unless the Employee and the City have agreed in writing to extend or renew the Employee's contract.
- (8) Subject to this agreement of the City and the relevant Employee, a maximum term contract or fixed term contract may be renewed an unlimited number of times.

### **Casual employment**

- (9) A Casual Employee is an Employee who is engaged and paid as a casual employee by the City to perform work from time to time. A Casual Employee is paid only for hours actually worked.
- (10) A Casual Employee may be engaged on a casual basis for an unlimited number of times, however, the City provides no guarantee of ongoing work.
- (11) A Casual Employee receives a 25% casual loading on the applicable base hourly rate of pay for working ordinary hours of work in lieu of entitlements which permanent Employees receive such as paid annual leave, paid personal leave, notice of termination, redundancy benefits, and payment for public holidays not worked.
- (12) A Casual Employee is not entitled to any other allowances, loading or penalties other than the 25% loading. Should a casual employee work more than 76 hours in any one fortnight they can be considered for payment of overtime.
- (13) A Casual Employee will be engaged for a minimum of two consecutive hours on any given shift, and can be directed to work agreed additional ordinary hours of work in excess of their contracted hours up to 76 hours per fortnight.
- (14) A Casual Employee who works overtime will be paid the applicable overtime rate under this Agreement in lieu of the casual loading.

### **Apprentices**

- (15) Apprentices will be engaged in trades or occupations that are declared or recognised by an apprenticeship authority.
- (16) An apprenticeship may be cancelled or suspended only in accordance with requirements of the apprenticeship training agreement and the requirements of the relevant legislation.

### **Trainees**

- (17) The City may introduce traineeships that combine work and structured training. This will require a contract to be entered in to through the Department of Training and Workforce Development training program.
- (18) The terms of this Agreement apply to trainees, except where otherwise provided.
- (19) Following the successful completion of the relevant tertiary studies, and a performance rating of competent or better, a trainee may be offered a permanent appointment if a suitable, vacant budgeted position exists.

### **Supported Wage System**

- (20) The Supported Wage System (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability.
- (21) 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 meets the impairment criteria for receipt of a disability support pension.
- (22) This will not apply to any existing Employee who has a claim against the City which is subject to the provision of workers' compensation legislation or any other provision of this Agreement, relating to the rehabilitation of Employees who are injured during the course of their employment.
- (23) Terms and conditions relating to the SWS are provided for in the *Municipal Employees (Western Australia) Award 2021*.
- (24) Probation
- (25) The employment of Employees other than Casual Employees is subject to a six-month period of probation during which time the City will assess the Employee's performance and suitability for ongoing employment.
- (26) Prior to the end of the probationary period, the City will:
  - (a) confirm the Employee's appointment to an ongoing position;
  - (b) terminate the Employee's employment; or
  - (c) extend the period of probation for a further three months.

### **General obligations as an Employee**

- (27) Employees must perform the duties of their position to the best of their ability, together with any other duties advised by the City from time to time that are within the Employee's skills, qualifications, competence and training.
- (28) In performing their duties, Employees must comply with the lawful and reasonable directions of the City, devote their time and attention during working hours to their work, and work in accordance with the highest level of safe working practices.

## **8 FITNESS FOR WORK**

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- (1) Employees must present fit for the work they are employed to perform in accordance with the City's Fitness for Work Management Practice and Procedure.

## **9 DISPUTE RESOLUTION**

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- (1) If a dispute relates to a matter arising under this Agreement, this clause sets out procedures to settle the dispute.
- (2) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees in the first instance.
- (4) If this is not successful the employee should speak to their line leader to resolve, then the Manager, Director and finally the CEO in an attempt to resolve the matter at the workplace level.
- (5) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to WAIRC.

- (6) The WAIRC will attempt to resolve the dispute as it considers appropriate, by mediation or conciliation (including by private conference). During the mediation and conciliation process, the WAIRC has the power to dismiss a matter if the WAIRC forms the view that:
  - (a) the application is trivial or frivolous;
  - (b) the matter is incapable of resolution within a timeframe the WAIRC considers reasonable; or
  - (c) the Employee or their representative is acting unreasonably in failing to resolve the dispute.
- (7) Subject to all of the preceding steps set out above having been completed, the matter may be referred by either party to the WAIRC for arbitration.
- (8) While the dispute resolution procedure is being conducted work shall continue as normal unless an Employee or the City has a reasonable concern about an imminent risk to the health and safety of any employee.
- (9) This process may also apply for other matters pertaining to the employment relationship where the Employer and the Employee mutually agree and where the Employees has attempted to resolve the matter in accordance with the City's Grievance Management Practice.

### **Part 3: Salary, Wages, Allowances and other Remuneration matters**

#### **10 RATES OF PAY**

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- (1) Employees will be paid the base hourly rate of pay for ordinary hours of work for their classification, as set out in Schedule 2.
- (2) On the first full pay period on or after 1 July 2023, a 4.5% salary increase on the employees' base hourly rate of pay will be paid to all eligible employees.
- (3) On the first full pay period on or after 1 July 2024, a 3% salary increase on the employees' base hourly rate of pay will be paid to all eligible employees.
- (4) On the first full pay period on or after 1 July 2025, a 3% salary increase on the employees' base hourly rate of pay will be paid to all eligible employees.

#### **11 SUPERANNUATION**

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- (1) On commencing employment, the City will notify the Employee of their right to nominate a complying superannuation fund.
- (2) The City will make superannuation contributions in accordance with the SG Act into a complying superannuation fund nominated by the Employee. The City and the Employee will be bound by this choice until the employee chooses to change the Employee's nominated superannuation fund and notifies the City in writing of the new superannuation account.
- (3) The City must not unreasonably refuse to agree to a change of complying superannuation fund requested by an Employee.
- (4) Where an Employee fails to make an election under clause (1), the City will make payments into its default superannuation fund, being a fund offering a MySuper product and authorised by the Australian Prudential Regulation Authority, provided that the ATO first confirms no relevant stapled fund exists for that Employee.

- (5) The City will provide additional contributions, based on voluntary contributions made by the Employee. The City will match the contribution made by an Employee to a maximum of 5%.

City Compulsory Super Contribution	City Voluntary Super Contribution	Total City Superannuation Contribution	Voluntary Super Contribution	Total Super Contribution
11%	0%	11%	0%	11%
11%	5%	16%	5%	21%
11%	5%	16%	8%	24%

## 12 ALLOWANCES

- (1) Employees may be entitled to the following allowances during the course of their employment.
- (2) Higher Duties
  - (a) 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.
  - (b) Higher duties shall not be paid when the relieving employee is absent on leave or a public holiday, unless the employee has acted in that same position in excess of 12 months.
- (3) First Aid
  - (a) Where an Employee who holds an appropriate current Provide First Aid qualification is appointed by the Employer to perform first aid duty, they will be paid an additional fortnightly allowance \$49.05 (pro rata for Part-time employees).
  - (b) This clause shall not apply where the requirement to hold a first aid certificate is a requirement of the position
- (4) Meal Allowance in Relation to Overtime
  - (a) Where the Employer requires an Employee to work more than one hour of overtime and more than 10 continuous hours on any one shift, exclusive of unpaid meal breaks, the Employee shall be paid a meal allowance of \$17.67.
  - (b) 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 of \$17.67.
  - (c) A meal allowance is not payable where the employee has been notified 24 hours prior to the commencement of the shift that they will be required to work overtime or where a meal is provided by the City
- (5) Vehicle
  - (a) Where the 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 of \$0.95 each kilometre of authorised travel.
  - (b) The Employer may require an Employee to record full details of all such official travel requirements in a log book.
  - (c) 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.
- (6) Excess Travelling and Fares
  - (a) Where the 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:

- (a) Excess travelling – travelling time at the Employee’s base hourly rate of pay 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
  - (b) 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.
- (7) Reimbursement of Expenses
  - (a) 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.
  - (b) The Employer may require the Employee to present proof of payment prior to the reimbursement.
- (8) Special Rates
  - (a) All Employees working in shafts, trenches or excavations shall be paid the following monies in addition to their base hourly rate of pay of wage:
    - (a) When working between 1.8 metres and 6.0 metres below the surface, the amount of \$2.51 per day; or when working more than 6.0 metres below the surface, the amount of \$3.55 per day.
- (9) Tool Allowance – Tradespersons and Apprentices
  - (a) 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 fortnightly allowance of \$43.53.
  - (b) This provision will not apply where the Employer provides the tradesperson or apprentice with the required tools or while Employees are absent from work.
- (10) Transfers, Travelling and Working Away from Normal Starting Point
  - (a) 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 Normal Starting Point. Unless otherwise provided, each Employee shall be attached to one normal starting point only.
  - (b) For the purposes of this clause, normal 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.
  - (c) At the direction of the Employer, an Employee may be attached to more than one normal starting point within the Employer’s local government area where multiple starting points form part of the nature of the work being performed.
  - (d) An Employee may be transferred to another normal starting point at any time by the giving of reasonable notice.
  - (e) 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.
- (11) Adverse Working Conditions
  - (a) Employees 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.

- (b) 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.
- (c) 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.
- (d) Adverse Working Conditions Definition
- (e) Level 1 Working Conditions allowance compensates for the nature of moderately obnoxious, offensive or dirty working conditions (over and above that already compensated):
  - (i) Cleaning of public toilets and animal shelters;
  - (ii) Operating mechanical and pneumatic equipment;
  - (iii) Use of herbicides, insecticides and/or other poisonous or toxic substances;
  - (iv) Collection, removal and/or disposal of non-putrescible waste;
  - (v) Collection, removal and/or disposal of putrescible waste by mechanical means.
- (f) Level 2 Working Conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:
  - (i) Clearing of sewer chokes;
  - (ii) Maintenance and/or repair of sewerage equipment;
  - (iii) Cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
  - (iv) Exhumation of graves;
  - (v) Collection, removal and/or disposal of putrescibles waste by other than by mechanical means;
  - (vi) 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);
  - (vii) Employees engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.
- (g) 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:
  - (i) Working in digestion tanks at sewerage treatment works;
  - (ii) Entering and cleaning aeration ponds or wet wells at sewer pump stations;
  - (iii) Working in live sewers;
  - (iv) Cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

(12) Payment Rate

Level 1 Working Conditions

- (a) 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.



- (b) 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
Level 1 Conditions	0.5% of the employees' base hourly rate of pay to a maximum of Band 5	Based on working adverse conditions approx. 15% of time
Weed Spraying Road Sweeping Gully Educting Graffiti Removal	1.25% of the employees' base hourly rate of pay to a maximum of Band 5 (paid in addition to 0.5%)	Based on working these conditions 50% of time.
Cleaners	2.0% of the employees' base hourly rate of pay to a maximum of Band 5 (paid in addition to 0.5%)	Based on working these conditions 70% of time.

- (c) Level 2 and Level 3 Working Conditions

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

- (a) Level 2 Working Conditions – 3.5% of the employees' base hourly rate of pay to a maximum of Band 5; or
- (b) Level 3 Working Conditions – 50% of the employees' base hourly rate of pay to a maximum of Band 5.

- (13) Adjustment of Expense-Related Allowances

- (a) Allowances will be amended in line with the salary increases each year.

## 13 PAYMENT OF WAGES

Employees' remuneration will be paid fortnightly in arrears by electronic funds transfer into an Australian bank account nominated by the Employee.

### Part 4: Hours of work

## 14 ORDINARY HOURS OF WORK

### Full-Time Employees

- (1) The ordinary hours of work for Full-time Employees will be an average of 76 hours per fortnight (80 hours for Security Officers), averaged over a period of 12 months.

### Part-time Employees

- (2) Before commencing a period of Part-time employment, the Part-time Employee and the City will agree in writing the hours to be worked by the Employee and the days on which those hours will be worked.
- (3) The ordinary hours of work for a Part-time Employee will be less than those of a Full-time Employee.

### Casual Employees

- (4) Casual Employees are engaged from time to time when work is offered to them and they accept the City's offer. Casual Employees are paid for hours worked only. Casual Employees have no firm advance commitment from the City to ongoing work, and may be engaged for an indefinite period, or converted to permanent as per clause 48

- (5) Where a Casual Employee accepts work, they will be engaged and paid for a minimum of two hours' work on each occasion, with the exception of Group Fitness Instructors, and can be directed to work agreed additional ordinary hours of work in excess of their rostered hours up to 76 hours per fortnight.

#### **All Employees**

- (6) The span of ordinary hours of work are documented in Schedule 3 of this Agreement
- (7) Employees may be required to work flexibly and the hours of work and rosters may vary in order to meet operational and project requirements.
- (8) Employees may be required to work reasonable additional hours.
- (9) Maximum ordinary hours of work in a day unless otherwise agreed between the City and the Employee will be a maximum of 10 hours (excluding unpaid meal breaks).
- (10) The City will ensure that an Employee has a minimum period of ten (10) hours off-duty in any 24-hour period.
- (11) An Employee (other than a Casual Employee) who has not had ten (10) hours off-duty in a 24-hour period will be released from duty until the Employee has had a minimum of ten (10) hours off-duty, without loss of pay for any ordinary time occurring during such absence.
- (12) If directed by the City to do so, an Employee who commences or continues work without having had at least ten (10) hours off-duty in the 24 hour period, will be paid at the rate of double the base hourly rate of pay for their classification for all hours worked until they are released from duty, and will then be entitled to be absent until they have had ten (10) hours off-duty in a 24 hour period, without loss of pay for ordinary working time occurring during such an absence.
- (13) Change to Employees start, finish and/or meal times
- (14) The City may vary an employees' start, finish or meal times following consultation with that Employee, provided that such change is reasonable having regard to:
  - (a) The operational requirement of the City;
  - (b) The personal circumstances of the employee;
  - (c) The observance of appropriate work health and safety standards; and
  - (d) The period of notice given to the employee.
- (15) Extended Ordinary Hours of work
- (16) The City's ordinary span of hours is 0700 hours to 1800 hours Monday to Friday however an employee can elect to work between the hours of 0600 hours and 2200 hours Monday to Sunday in consideration of the following:
  - (a) The City is unable to direct an employee to work outside the current span of hours as outlined in Schedule 3.
  - (b) An employee may request in writing to undertake their ordinary hours of work between the hours of 0600hours and 2200hours Monday to Sunday.
  - (c) The City will consider the application based on the operational need of the City, any rostering or crew configuration, legislative requirements (i.e. noise emissions, work health & safety) and the personal circumstances of the employee.
  - (d) Where the employee is approved to work ordinary hours of work during this time, no loadings, penalties or other allowances will be payable.

#### **Penalty Rates for Ordinary Hours of Work**

- (17) Librarians, Library Officers, Library Clerks and Library Technicians who are regularly rostered to work hours outside standard working hours (8:30 to 17:30) shall be paid an additional 10% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work.

- (18) Community Rangers who are regularly rostered to work alternate hours shall be paid 15% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work, in lieu of all other penalty rates.
- (19) Facilitative Provision – An employee may request to work ordinary hours of work outside the appropriate span of hours identified in Schedule 3 for Monday to Friday only, in lieu of the ordinary hours of work the Employee would otherwise be rostered to work provided:
- (a) An employee's request must be in writing and must outline the period within which the arrangement is to be reviewed;
  - (b) The City will not unreasonably withhold agreement to such request;
  - (c) Any such agreement shall not apply to new or vacant positions; and
  - (d) Where an Employee requests to work ordinary hours of work outside the relevant span of hours, the City shall not be required to pay the weekday penalty for the actual time worked
- (20) Weekday penalty rates – An Employee required to work ordinary hours of work on a Monday to Friday outside the span of hours provided in Schedule 3 will be paid a penalty of 20% in addition to the base hourly rate of pay for hours worked outside of such a span.
- (21) Weekend penalty rates – An employee who works on a Saturday or Sunday in a role/work area specified in Schedule 3 will be entitled to the following penalties for all ordinary hours or work worked:
- (a) All ordinary hours of work worked on a Saturday will be paid at the rate of an additional 50% of the Employee base hourly rate of pay for these hours. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
  - (b) All ordinary hours of work worked on a Sunday will be paid at the rate of an additional 75% of the employees' base hourly rate of pay for those hours. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday; and
  - (c) Weekend penalty rate for ordinary hours of work worked in accordance with subclause 21(a) and subclause 21 (b) will be paid for the actual time worked on Saturday and/or Sunday.
- (22) Casual employees – Weekend penalties are calculated on the base hourly rate of pay exclusive of casual loading (i.e. payment would equal the base hourly rate of pay plus casual loading plus penalty rate calculated on the base hourly rate of pay).
- (23) Casual loading is not paid in addition to public holiday penalties. A casual Employees shall be entitled to payment of public holiday penalties provided that such penalties are calculated on the hours base hourly rate of pay exclusive of casual loading.
- (24) Security Officers and Call Centre Operators who are regularly rostered to work alternative hours shall be paid 15% loading on their appropriate rate of pay for all purposes when rostered to perform ordinary hours of work. This payment is in lieu of all other penalty rates except for public holidays when, if rostered to work on the public holiday, the payment shall be at a rate of 215% of their hourly base hourly rate of pay. By mutual agreement between the City and the Employee, public holidays worked may be taken as time in lieu.
- (25) Employees engaged in Recreation Centres and/or Community Services will not be entitled to weekend penalty rates for ordinary hours of work worked on Saturday or Sunday between the hours of 05:00hrs to 22:00 hours. All other weekend hours for such Employees will be paid in accordance with penalty entitlements detailed in subclause 21 above.
- (26) Despite subclause 25 Employees rostered to work at the 'Waves' or 'The Rise' will be entitled to penalty payments for ordinary hours of work worked as follows:
- (a) Monday to Friday – ordinary hours of work worked before 6am or after 6pm will be paid at the rate of an additional 15% of the employees' ordinary base hourly rate of pay for those hours.

- (b) Saturday – ordinary hours of work worked before 6am, or after 6pm will be paid at the rate of an additional 50% of the employee's ordinary base hourly rate of pay for those hours.
- (c) Sunday – ordinary hours of work worked before 6am and after 6pm will be paid at the rate of an additional 75% of the employees' base hourly rate of pay for those hours.
- (d) Public Holidays – all ordinary hours of work will be paid at the rate of an addition 150% of the employees base hourly rate of pay

## **15 NINE DAY FORTNIGHT**

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- (1) Where an Employee completes the required number of hours for the work cycle determined by the City in accordance with clause 14, the Employee will be entitled to a rostered day off (**RDO**) without loss of pay. If an Employee does not complete the required number of hours within the specified work cycle, they will have no entitlement to an RDO.
- (2) Those employees on a 9-day fortnight will work an 8.5-hour day. Ordinary hours of work will be spread over 9 days, enabling one 'rostered day off' (RDO) to be accumulated per fortnight. This RDO will be credited at the rate of 7.6 hours. The RDO will be taken without loss of pay in each fortnightly working cycle (Mon-Fri) in accordance with current work practices.
- (3) Generally, Employees are expected to take scheduled RDOs when they are due and Employees who do not avail themselves of scheduled RDOs may not accrue in excess of five RDOs.
- (4) If more than five RDOs have been accrued, the RDOs may be paid out at the rate of 7.6 hours per RDO accrued, at the Employee's Base Weekly Rate of Pay. Alternatively, where agreed by the City the RDO may be accrued by the Employee and used by the Employee at a later date as agreed by the line leader (i.e. between Christmas and New Year or other agreed times).
- (5) All leave taken for an Employee working a 9-day fortnight will be deducted in accordance with the rostered shift. 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 RDO.

## **16 OVERTIME**

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- (1) Employees shall be required to work overtime as reasonably required by the City and shall only be entitled to payment (or granted time off in lieu, if applicable) where such overtime has been requested or directed to be undertaken by the City.
- (2) Overtime is all hours worked by an Employee, at the direction of the City in excess of, or outside of, the Employee's ordinary hours of work.
- (3) Subject to the provisions in this clause and unless otherwise expressly stated elsewhere in this Agreement, all work performed in excess of or outside of ordinary hours of work shall be paid at the rate of time and one half (150%) of the base hourly rate of pay for the first two hours and double time (200%) of the base hourly rate of pay thereafter.
- (4) Work performed on Saturdays prior to 12:00 noon, shall be paid for at the rate of 150% of the base hourly rate of pay for the first two hours and 200% of the base hourly rate of pay thereafter.
- (5) Work performed on Saturdays after 12:00 noon shall be paid for at the rate of 200% of the base hourly rate of pay. However, if notice has not been provided, at the latest, within the normal work hours of the previous day, all hours worked on Saturday shall be paid for at double time rates.
- (6) Work performed on Sundays shall be paid for at the rate of 200% of the base hourly rate of pay.

- (7) In calculating overtime, each day shall stand alone, except when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work.

### **Casual Employees**

- (8) Where a Casual Employee is authorised to work overtime or is required or directed by the City to work Extended Hours, they will be paid at the applicable overtime rate for all such hours worked excluding the casual loading. For the avoidance of doubt, this means the Casual Employee will be paid either 150% or 200% (or 250% on Public Holidays) of the base hourly rate of pay for their classification.

### **Recall to Duty**

- (9) Where an employee is recalled to work un-rostered overtime after leaving work they shall be paid a minimum of three hours at double time.

## **17 TIME OFF IN LIEU OF OVERTIME (TOIL)**

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- (1) At the request of an Employee who has worked overtime, and with the City's agreement, the Employee may be granted time off work in lieu of overtime (**TOIL**) subject to the conditions set out in this clause.
- (2) TOIL will be credited at overtime rates. For example, if 2 hours' overtime is worked by an Employee on a Saturday morning, the Employee will be entitled to 3 hours off work without loss of pay instead of being paid for 2 hours' overtime.
- (3) On any one occasion, an Employee can only take a maximum of 38 hours as TOIL.
- (4) TOIL may be accumulated by agreement with the City and must normally be taken at an agreed time or times within 12 months of accrual, unless otherwise agreed. If it is not taken within this period, the accrued TOIL will be paid out to the Employee.

## **18 SHIFT WORK**

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- (1) Definitions
- (a) "Day Shift" means any shift starting at or after 6:00am and finishing at or before 5:00pm.
  - (b) "Afternoon Shift" means a shift finishing after 5:00pm and at or before 12:00 midnight.
  - (c) "Night Shift" means a shift finishing after 12:00 midnight and at or before 6:00am.
  - (d) "Day Worker" means an Employee whose ordinary hours of work are worked between 6:00am and 6:00pm Monday-Friday inclusive.
  - (e) "Shift Worker" means an Employee who works Shift Work.
  - (f) "Shift Work" means work extending for at least 5 consecutive days and performed either in daily recurrent periods or in regular rotating periods falling within the limits defined for Afternoon Shift or Night Shift.
  - (g) "Continuous Shift Work" means work carried on with continuous shifts of workers throughout the 24 hours on each of at least 6 consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the City.
- (2) Shift Rosters
- (a) The City will provide Employees with a weekly roster of hours from Monday – Sunday which specifies shift starting and finishing times.
  - (b) Subject to paragraph (e) below, shifts must not exceed 10 hours in length (including a meal break which counts as time worked) and an Employee must not be rostered to work more than 8 shifts in any 9-day period.

- (c) Except at the regular changeover of shifts, an Employee must not be rostered to work more than one shift in each 24 hours and a Shift Worker must have a minimum break of 10 hours between shifts.
- (d) The City may implement 12-hour shifts (where there is a 24-hour continuous roster) but an Employee must not be rostered for more than five 12 hour shifts in any 9-day period.
- (e) The City may require an Employee to work a different shift or shift roster by giving the Employee 72 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require.

(3) Shift penalty rates

- (a) A Full-time or Part-time Employee who is employed as a Shift Worker must be paid:
  - i. an additional 20% loading for all ordinary hours of work worked between the hours of 6:00 p.m. and 6.00 a.m., Monday to Friday inclusive;
  - ii. an additional 50% loading for all ordinary hours of work worked on a Saturday; and
  - iii. an additional 75% for all ordinary hours of work worked on a Sunday.

(4) Casual Employees

A Casual Employee who is employed as a Shift Worker must be paid the applicable shift penalty set out in subclause (2) plus an additional loading of 25%.

(5) Overtime rates

An Employee who is employed as a Shift Worker and works overtime must be paid at the relevant overtime rate (as set out in clause 16) instead of the shift rate in subclauses (3) or (4) hereof.

(6) Transferring to or from shift work or between shifts

An Employee may be transferred to or from Shift Work, or from one Shift Roster to another Shift Roster provided they have been given at least 7 days' notice (unless a lesser period is agreed to by the Employee).

## **19 MEAL AND REST BREAKS**

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- (1) An Employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes.
- (2) In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- (3) All Employees are entitled to a an unpaid thirty-minute lunch break per day.
- (4) Security Officers will be entitled to one paid 30-minute break in a shift of less than 12 hours. For shifts of 12 ordinary hours of work, this break will be extended to one hour. Meal breaks may be interrupted to meet urgent needs of the City. This meal break is to be taken at the Ranger Security Office unless otherwise previously agreed between the City and the employee.
- (5) Necessary toilet breaks will be in addition to this.

## **20 10-HOUR BREAK**

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- (1) Employees are entitled to a 10-hour break between work periods.
- (2) An Employee who works overtime between the termination of their ordinary hours of work on one day and the commencement of their ordinary hours of work on the next day who has not had a 10-hour break, is entitled to return to work at the expiry of the 10-hour break without loss of pay for their ordinary hours of work.

- (3) When an Employee commences work at the City's request without having had the 10-hour break, the Employee is entitled to be paid at 200% of their base hourly rate of pay until the expiry of the 10-hour period.

## **21 ON-CALL**

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- (1) Where an Employee is requested by the City to be available for duty outside of their ordinary hours of work, and the Employee agrees, the Employee shall be On-Call. An Employee On-Call must be able to be contacted and immediately respond to a request to attend work (within 30 minutes).
- (2) While an Employee is On-Call, the Employee will be paid an On-Call Allowance of:
  - (a) One hour at the employees' base hourly rate of pay for an employee on-call Monday to Friday inclusive (capped at Band 8);
  - (b) One and a half hours at the employees' base hourly rate of pay if required to be on call on a Saturday; or
  - (c) Two hours at the Employees base hourly rate of pay if required to be on call on a Sunday or a public holiday.
- (3) An Employee On-Call who is required to perform work (other than answering telephone enquiries) will be paid, in lieu of the On-Call allowance, at the applicable overtime rate as prescribed in clause 16 of this Agreement for a minimum of 3 hours. Time spent travelling to and from the workplace will count towards this minimum payment.

## **Part 5: Leave and Public Holiday**

### **22 ANNUAL LEAVE**

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- (1) Employees are entitled to paid annual leave in accordance with, and subject to the terms and conditions set out in, the MCE Act and the City's Leave Management Practice where the City's Leave Policy is more generous than the provisions of the MCE Act. This equates to 22 days (167.20 hours and 205.2 hours for Rangers and 216 for Security Officers) of annual leave for a Full-time Employees.
- (2) Annual leave accrues pro rata on a weekly basis and should be taken each year by Employees at a time or times agreed with their line manager.
- (3) Annual leave loading of 17.5% of an Employee's base hourly rate of pay for ordinary hours of work will be paid when the employee takes leave.
- (4) Annual leave must be applied for and taken in accordance with the City's Leave Policy.
- (5) The City may request Employees, who are given four weeks' notice, to take annual leave (or any other accrued leave entitlements) during Shutdown Periods (including over the Christmas / New Year period). If an Employee does not have sufficient accrued annual leave to cover the duration of the Shutdown Period, or does not wish to take annual leave, they will be required to take unpaid leave.
- (6) Employees may cash out annual leave subject to the requirements of the MCE Act and the City's Leave Policy.
- (7) Upon termination of employment, any accrued but untaken annual leave will be paid out to the Employee.
- (8) A shift worker who works on a 24 hours 7 days rotating roster is entitled to an additional 1 week (5 days) annual leave for each completed year.
- (9) The employee will have to demonstrate they are a genuine shift worker to obtain the additional 1 week's leave.

## 23 PUBLIC HOLIDAYS

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- (1) Full-time and Part-time Employees are entitled to be absent from work on the following public holidays in accordance with the MCE Act, *Public and Bank Holidays Act 1972* and the City's Leave Policy.
  - 1 January (New Year's Day)
  - 26 January (Australia Day)
  - Labour Day
  - Good Friday
  - Easter Sunday
  - Easter Monday
  - 25 April (Anzac Day)
  - Western Australia Day
  - Celebration Day for the anniversary of the birthday of the reigning Sovereign
  - 25 December (Christmas Day)
  - 26 December (Boxing Day)
- (2) The City may require an Employee to perform work on a public holiday where the requirement is reasonable. Employees who are required to work, and do work, on a public holiday will be engaged for a minimum period of three hours and will be paid at the rate of double time and a half for all hours worked on the public holiday.
- (3) Employees required to work on Christmas Day or New Year's Day shall be paid a maximum bonus of \$200 for each day they work. A pro rata bonus shall be paid to employees working less than their daily hours on these days.
- (4) If New Year's Day, Australia Day, Anzac Day, Christmas Day or Boxing Day falls on a Saturday or Sunday and another day is observed as the public holiday, an Employee who works on both the actual public holiday and the observed public holiday, will be paid the penalty rate for working on the observed public holiday only, not both days.

## 24 PERSONAL LEAVE

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### **Paid personal leave**

- (1) Casual Employees are not entitled to paid personal leave.
- (2) Employees accrue paid personal leave pro rata on a weekly basis for each year of service, based on the number of hours they are required ordinarily to work over a two-week period during that year, up to 91.2 hours.
- (3) An Employee may take paid personal leave:
  - (a) because of personal circumstances affecting the Employee;
  - (b) to provide care or support to a Member of their Family or Household who requires care or support because of personal circumstances affecting that member; or
  - (c) for an unexpected emergency affecting the Employee or a Member of their Family or Household
- (4) An Employee accessing paid personal leave must notify their line manager of their inability to attend or remain at work as soon as reasonably practicable and must indicate the anticipated duration of the absence.
- (5) Employees accessing personal leave for bereavement leave purposes are entitled to take five days paid personal leave from their accrued entitlement for each occasion.



- (6) An Employee accessing personal leave may be required, upon request from the City to provide evidence that would satisfy a reasonable person of the legitimacy of the leave.
- (7) If an Employee makes a claim for personal leave but fails to provide the required evidence to substantiate such a claim, the City may, at its discretion, treat any absence as unauthorised.
- (8) An Employee is not entitled to take, and does not accrue, personal leave (whether paid or unpaid) during a period of workers' compensation.
- (9) No payment for accrued but untaken paid personal leave shall be made to Employees upon termination of employment, unless they are eligible for payout of personal leave as outlined in clause 24 (14).

#### **Bereavement Leave**

- (10) An employee may apply for up to two (2) days Bereavement leave due to the serious illness, injury or death of a Member of their Family or Household.
- (11) Employees will be provided two (2) days for each period of bereavement which will not be deducted from their personal leave entitlements.
- (12) An employee may apply for other forms of leave to be taken in conjunction with their bereavement leave.

#### **Unpaid personal leave**

- (13) An Employee who has exhausted their paid personal leave accrual, or a Casual Employee who is not eligible to accrue paid personal leave, may access up to 2 days of unpaid personal leave in order to care for or support a member of their family or household when personal circumstances arise.

#### **Payout of Personal Leave**

- (14) An employee, who was engaged by the City prior to September 2019, will receive accrued personal pay out (up to a maximum of 12 weeks' pay\_ upon retirement or resignation as follows:
  - (a) After 5 years of service, 10% of personal leave to be paid out at the base hourly rate of pay
  - (b) After 10 years of service, 20% of personal leave to be paid out at the base hourly rate of pay
  - (c) After 15 years of services 30% of personal leave to be paid out at the base hourly rate of pay

## **25 FLEXILEAVE**

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- (1) Flexitime provides the framework for an Employee, other than a casual employee, to vary their hours of work according to the needs of the City and the employees.
- (2) An employee may request to work flexible hours and accumulate flexitime to be taken at another time within the calendar year.
- (3) An employee may 'bank' up to 5 days flexitime to be taken at other times during the year (I.e. Christmas close down).
- (4) Flexileave will be managed in accordance with the Flexileave Management Practice.

## **26 PURCHASED LEAVE**

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- (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 48 weeks work over a 52-week period and referred to as 48/52 arrangement.

- (2) The purchase leave scheme applies to all permanent employees covered by this Agreement.
- (3) The 48/52 arrangement will run over a calendar year concluding on 31 December each year. New participants can join the arrangement from the beginning of each quarter (1 Jan, 1 April, 1 July and 1 Oct) on a proportionate basis.
- (4) Credits will be available on the following basis:
  - (a) 1 week will accrue after 31 March.
  - (b) 2 weeks from 30 June.
  - (c) 3 weeks from 30 September.
  - (d) 4 weeks from 31 December.
- (5) Employees who join during the year will receive a pro-rata credit based on the above from the time they join the scheme.
- (6) All purchased leave must be used by 30 June the following year and any unused leave at 30 June each year will be paid out in the next available pay.
- (7) Where the hours of employment vary, either upward or downward during a calendar year, the remuneration paid on purchased leave will be affected and appropriate adjustments made.
- (8) Applications for personal leave must be made in writing and will be considered based on operational requirements, personal circumstances of the employees and appropriate notices.
- (9) Approval to participate in purchased leave is based on a calendar year and should the employee wish to participate in the following year, they will need to reapply. It is important to note that consideration of each application, each year will be considered on a case by case basis.
- (10) The effect on leave and other payments when participating in the purchased leave scheme is as follows:
  - (a) All paid leave, including long service leave, taken during the purchased leave arrangement will be at the purchased leave rate applicable to the number of weeks purchased.
  - (b) Overtime is paid at the employees' base hourly rate of pay, not the reduced rate.
  - (c) Penalties and allowances are to be in addition to normal salary and are to be paid at the rate specified in this Agreement.
  - (d) Leave loading is paid on all annual leave taken during the operation of the arrangements at the reduced rate. However, leave loading is not paid for purchased leave.
  - (e) Higher duties allowance will 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 are not paid when taking a period of purchased leave.
- (11) Employees should consider the effects of purchased leave on taxable income and superannuation prior to seeking to enter into purchased leave arrangements.
- (12) Purchased leave to be taken in a minimum of one-week periods.
- (13) Employees can choose to withdraw from the scheme at any time and the purchased leave paid out.
- (14) Employees who terminate from the City will be paid out any accrued purchased leave.

## **27 LONG SERVICE LEAVE**

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- (1) Employees are entitled to long service leave in accordance with the *Local Government Long Service Leave Regulations* (WA), as amended from time to time.
- (2) Employees may seek approval to take long service leave:

- (a) On half of the base hourly rate of pay and take double the time; or
- (b) On double the base hourly rate of pay and take half the time.
- (3) An employee may apply in writing to cash out long service leave in accordance with the City's Long Service Leave Management Practice.
- (4) When an employee is on long service leave and a public holiday falls during their period of long service leave, the employee will not be paid for the public holiday, but paid long service leave.
- (5) Employees who terminate after 7 years eligible service, and do not enter the service of another recognised employer, will be entitled to payment in lieu of the amount of pro-rata long service leave in accordance with the *Local Government Long Service Leave Regulations* (WA), as amended from time to time.
- (6) Employees who have attained the initial pro-rata qualification entitlements (7 years' service) may apply to access these entitlements in instalments of not less than one week.
- (7) Employees may seek approval to cash out this pro-rata entitlement in accordance with the City's Long Service Leave Management Practices.
- (8) In exceptional circumstances, and at the City's discretion, employees who are entitled to pro-rata long service leave may take time off up to the limit of the entitlement.

## **28 DEFERRED SALARY SCHEME**

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- (1) With the written agreement of the City, an employee may elect to receive, over a four-year period, 80% of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- (2) On completion of the fourth year, an employee will be entitled to 12 months leave and will receive an amount equal to 80% of the salary they were otherwise entitled to in the fourth year of deferment.
- (3) Effect on entitlements is as outlined in 26.10 of this Agreement.
- (4) Employees may withdraw from this scheme and will be paid a lump sum payment of the salary forgone to that time, but will not be entitled to the equivalent absence from duty.

## **29 FAMILY AND DOMESTIC VIOLENCE LEAVE**

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- (1) The City recognises that Employees sometimes face of family and domestic violence.
- (2) The City is committed to providing support to employees who experience family and domestic violence.
- (3) Employees experiencing family and domestic violence are entitled to ten (10) days of paid family and domestic violence leave. Such leave is available in full at the start of each 12-month period of the Employee's employment, but does not accumulate from year to year.
- (4) The City and the Employee may agree that the Employee may take more than five (5) days' unpaid leave to deal with family and domestic violence.
- (5) An employee may take unpaid leave to deal with family and domestic violence if the Employee is experiencing family and domestic violence and needs to deal with the impact of it and it is impractical to do so outside of their ordinary hours of work.
- (6) An Employee must give the City notice of the taking of leave as soon as practicable (which may be a time after the leave has started) and advise the City of the period, or expected period, of the leave.

- (7) The City will take steps to ensure information concerning any notice or evidence provided by the Employee is treated confidentially, as far as it is reasonably practicable to do so. But this does not prevent the City from disclosing information provided by the Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (8) Casual employees are able to access unpaid leave for family and domestic violence reasons.
- (9) The City will comply with any legislative changes regarding paid family and domestic violence leave.

### **30 PARENTAL LEAVE**

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- (1) Employees are entitled to up to 52 weeks of unpaid parental leave in accordance with, and subject to the terms and conditions set out in, the MCE Act and based on length of continuous service as detailed below:

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

- (2)
- (3) Employees can apply for up to 20 weeks paid parental leave by accessing the paid Commonwealth paid parental leave scheme, and the City will top up the payment to be equivalent to the ordinary weekly pay for the employee.
- (4) Parental leave will be managed in accordance with the City's Parental Leave Management Practice.

### **31 JURY SERVICE LEAVE**

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- (1) Employees are entitled to Jury Service Leave in accordance with, and subject to the terms and conditions set out in, the Juries Act 1957 (WA) for the days and hours they are summonsed to attend court as a juror or witness.

### **32 DEFENCE FORCE LEAVE**

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- (1) The City will grant leave, in addition to other forms of leave, to an employee who is a member of the Defence Force Reserves for defence services.
- (2) Reservists may apply to the CEO for up to two weeks paid Defence Force leave per calendar year if supported, supported by evidence.

### **33 COMMUNITY SERVICES LEAVE**

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- (1) Employees are entitled to Emergency leave in accordance with the Emergency Management Act 2005 (WA).
- (2) Employees undertaking voluntary emergency service duties will be eligible to two days paid leave each 12 months.
- (3) Employees who volunteer for a not-for-profit organisation within the City of Bayswater will be provided two days paid leave each 12 months.
- (4) This leave is not cumulative and the City may require the employee to provide evidence of their attendance at the voluntary work.

## **34 BLOOD/PLASMA DONOR'S LEAVE**

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- (1) Permanent employees who wish to donate blood or plasma, will be able to do so during working hours on a maximum of four (4) occasions in any 12-month period.
- (2) On each occasion, the Employee will be granted a maximum of three hours' paid leave for the purpose of donating blood or plasma. Upon request, Employees must produce evidence of the appointment (such as an appointment card) and must always provide a minimum of 48 hours' notice to their supervisor.
- (3) The Employee's supervisor has the right to request that the Employee reschedule the appointment to a mutually convenient time where there is a genuine operational requirement.

## **35 LEAVE WITHOUT PAY**

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- (1) The granting of leave without pay is subject to operational requirements and the City's discretion.

## **36 PERMANENT INCAPACITY**

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- (1) In the event a permanent employee becomes permanently incapacitated due to a terminal illness or debilitating injury because of non-work-related causes, outside their control, the City will consider making a lump sum payment of up to 12 weeks' pay from the employee's personal leave accruals.
- (2) To be eligible for this benefit, the employee must provide evidence to the CEO that because of the illness they are unable to engage in any other paid employment in the future. This evidence will be provided by a registered medical practitioner.
- (3) The payment, and the amount of any payment will be at the discretion of the CEO.

## **37 EXTRAORDINARY LEAVE**

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- (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.
- (2) 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 CEO who will also determine whether this leave will be granted with or without pay.
- (3) Leave will not be granted under this provision if another form of leave is more appropriate.
- (4) Employees must outline to the CEO the circumstances and reasons for the request, supported by evidence and the duration of the leave being sought.
- (5) The CEO will consider:
  - (a) The interests of the City and of the Employees; and
  - (b) Whether there are other forms of leave more applicable.
- (6) The CEO will decide based on the information provided:
  - (a) Whether the leave is paid or unpaid;
  - (b) If it will count as service for other purposes (i.e. long service leave accrual); and
  - (c) The duration of the leave.

## Part 6: Ending the employment

### 38 TERMINATION

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#### Interpretation

- (1) This clause is to be read and interpreted in conjunction with the TCR Order. Where there is an inconsistency between this Agreement and the TCR Order, and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

#### Full-time and Part-time Employee

- (2) The employment of a Full-time or Part-time Employee may be terminated by the City at any time by giving the period of notice in writing to the Employee set out below:

Period of continuous service	Period of notice
1 year or less	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
More than 5 years	4 weeks

- (3) The notice period in subclause (2) will be increased by two weeks where an Employee is over the age of 45 years when their employment is terminated, and they have completed at least two years of continuous service with the City
- (4) A Full-time or Part-time Employee may terminate their employment at any time by giving the period of notice as set out in subclause (2) to the City. The extra week of notice prescribed in subclause (3) is not required.
- (5) If an Employee fails to give the required period of notice, the City may deduct from monies owing to the Employee upon termination an amount equal to one week's wages.
- (6) **Casual Employee**
- (7) The employment of a Casual Employee may be terminated by either party at any time by giving the other party one hour's notice.

#### Employees Engaged Under a Maximum Term Employee or a Fixed Term Contract

- (8) The employment of a Maximum Term Employee or a Fixed Term Contract automatically ends at the conclusion of the specified term, task or project without the need for the City to give any notice. If either party wishes to terminate employment prior to the end of the fixed/maximum term, the required notice period will be as set out above but shall not be greater than the period remaining until the end of the fixed/maximum term.

#### Payment in lieu of notice

- (9) The City may, at its absolute discretion, pay an Employee in lieu of all or part of the required notice period. Such payment will be all amounts that the Employee would have been paid had they worked the balance of the notice period that is not worked.
- (10) During any part of the notice period, the City may require the Employee to not perform any work, not attend the workplace and/or perform or not perform specific duties.
- (11) Termination by the City without notice
- (12) Nothing in this clause prevents the City from terminating the employment of an Employee summarily (without notice) for serious misconduct.
- (13) Return of City property

- (14) On termination of employment, or as otherwise directed by the City at any time, the Employee must return to the City all tangible property of the City that is in the Employee's possession or control.

## **39 REDUNDANCY**

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- (1) If an Employee's employment is terminated by the City on the ground of redundancy (i.e. the City no longer requires the job the employee was doing to be undertaken in the future), in addition to notice of termination or payment in lieu thereof, the Employee may be entitled to redundancy pay.
- (2) Employees made redundant prior to the completion of 5 years of continuous service will only receive the following entitlements:

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### **REDUNDANCY PAY PERIOD**

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<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
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
At least 4 years but less than 5 years	9 weeks

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- (3) For employees with 5 years or more continuous service a maximum payment shall be made to the Employee, calculated at 5 years of entitlements, 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. (i.e. 6 years of service would be 9 weeks, plus 4 weeks)
- (4) An Employee's redundancy payment is calculated using their base hourly rate of pay for ordinary hours of work.
- (5) An Employee who is given notice of termination of their employment in circumstances of redundancy may terminate their employment during the period of notice. In this case, the Employee will be entitled to receive the redundancy payment they would have received under this clause had they remained with the City until the expiry of the notice period, however, they will not be entitled to payment of the balance of the notice period not worked.
- (6) The entitlement to redundancy pay does not apply to the following Employees:
- (a) an Employee employed under a fixed term or maximum term contract whose employment ends upon the expiry date of the contract; or
  - (b) a Casual Employee; or
  - (c) an employee whose employment has been terminated due to misconduct, poor performance, not fit for work, probationary employees, apprentices or trainees.

## **40 SUSPENSION**

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- (1) The City may suspend an Employee with pay while an investigation into the Employee's alleged misconduct or serious misconduct is undertaken.
- (2) During the period of suspension, the Employee will be paid for their ordinary hours of work only at the base hourly rate of pay.
- (3) During the period of suspension, the Employee must remain ready, willing and able to work to be eligible for payment.

## **41 NO EXTRA CLAIMS**

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The Parties agree that for the life of this Agreement there will be no further claims made by one Party against another. This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the IR Act.

## **42 TRAINING**

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- (1) Employees are to undertake training as required by the City.
- (2) Training provided by the City is aimed at ensuring that Employees have all the skills and competencies required to perform all tasks required. The City will pay for the costs of training that it directs an Employee to undertake.
- (3) Where an Employee is required to travel for training, the Employee will receive a normal day's pay for that day. There is no additional payment for travel time.
- (4) Where an Employee incurs out of pocket expenses to attend training required by the City, the City will reimburse such expenses provided that the expenses are reasonable and receipts or other evidence of the expense incurred is provided.
- (5) Delegates Training
- (6) The City, on written application from the Union, shall release delegates, on paid time, subject to business requirements, for up to 5 working days in each calendar year per delegate to attend "other training". Employees who attend "other training" will be paid at their ordinary hours of work rate for a maximum of 7.6 hours per day.
- (7) The application must be followed by a formal 'Application for Leave' (written or electronic) from the Employee at least 7 days before the training is due to take place.

## **43 CONFIDENTIAL INFORMATION**

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- (1) Employees agree that information relating to the business, operations or affairs of the City (or its associated entities) which is not readily available in the public domain (including, without limitation, pricing information, trading terms, conditions and policies, accounts and financial information) is "Confidential Information".
- (2) Confidential Information is and remains the property of the City and must not be used or disclosed by an Employee, without the prior written consent of the City, to any other person.
- (3) Employees must only use Confidential Information during the course of performing their duties and must not use it for the benefit of themselves or a third party or in a manner which may cause detriment to the City.
- (4) This clause does not, and is not intended to, prevent or restrict a party to this Agreement from disclosing the details of this Agreement to another person.

## **44 UNIFORMS**

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- (1) The City will supply employees who are required to wear a uniform with an initial issue upon commencement 5 sets of uniforms (pro-rata for Part-time Employees), in line with the City's Uniform Management Practice.
- (2) Employees will wear the full uniform while on duty and will be responsible for the laundering of the uniform

## **45 PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT**

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- (1) Employees will be issued with appropriate personal protective clothing and equipment (**PPCE**), and a pair of safety boots, upon commencement of employment.



- (2) All PPCE remains the property of the City and will be replaced on a fair wear and tear basis.
- (3) The City will supply other PPCE as required to enable Employees to perform their duties safely which will include 50+ sunscreen.
- (4) Employees must use, wear and maintain their PPCE in accordance with the City's uniform dress code and in a manner that reflects the professional image of the City.

## **46 LICENCES**

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- (1) The City requires the employee to be in possession of all appropriate and current certificates and licences relevant to the performance of their duties and/or when operating or driving City equipment.
- (2) If the 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 requested to undertake duties at a lower skill level at the lower pay rate or take leave.
- (3) When an employee regains their licence, they will revert to their original position and rate of pay.
- (4) The City requires the employee to immediately inform the City if there is any change to the status of their licences or certificates. Failure to advise of a loss of a licence which is a mandatory requirement of the position may result in disciplinary action.

## **47 CONSULTATION PROCEDURE**

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- (1) The City will consult with affected employees where the City:
  - (a) Has made a definite decision to introduce major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) Proposes to introduce change to the regular roster or ordinary hours of work of employees.
- (2) Major change is defined as 'likely to have a significant effect on employees' if it results in:
  - (a) The termination of the employment of employees; or
  - (b) Major change to the composition, operation or size of the City's workforce or the skills required of employees; or
  - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) The alteration of hours of work; or
  - (e) The need to retrain employees; or
  - (f) The need to relocate employees to another workplace; or
  - (g) The restructuring of jobs.
- (3) As soon as practicable after proposing to introduce major change the City will:
  - (a) Discuss with affected employees the change; and
  - (b) For the purposes of the discussion provide to the affected employees;
    - (a) All relevant information about the change, including the nature of the change; and
    - (b) Information about what the City reasonably believes will be the effects of the change on the employees; and
    - (c) Information about any other matters that the City reasonably believes is likely to affect the employees.

- (c) Invite the affected employees to provide their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (4) However, the City is not required to disclose confidential or commercially sensitive information to relevant employees during the consultation process.
- (5) The City will consult with affected employees, who may choose to appoint a representative.
- (6) The City must give prompt and genuine consideration to matters raised by affected employees during the consultation phase.

## **48 CASUAL CONVERSION**

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- (1) The City will consider the conversion of casual employees to permanent employees, or an employee can apply for casual conversion providing they meet the following eligibility criteria:
  - (a) Have been employed by the City for 12 months or more;
  - (b) Have demonstrated a regular pattern of hours worked on an ongoing basis for at least the last 6 months; and
  - (c) The employee could continue working that regular pattern of hours as a permanent employee without significant changes.
- (2) The City will provide a written response as to the outcome of the assessment.
- (3) Where the criteria for casual conversion are met the employee will be offered a permanent position.
- (4) Where the criteria are not met, the City will outline the reasonable grounds as to why an offer of permanent appointment cannot be made. Reasonable grounds include, but are not limited to:
  - (a) The position will not exist in the next 12 months.
  - (b) The hours of work will significantly reduce.
  - (c) The days or times the City will require the employee to work will change significantly, and the employees has been advised they won't be able to work the revised schedule.

## **49 GPS TRACKING SYSTEM**

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- (1) The City will use GPS tracking systems for the purpose of ensuring employees safety, for emergency response and control of City assets. Thus, 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.
- (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.
- (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 expressed or implied consent of the employees.
- (4) Through the action 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 Monitored Vehicle. Additionally, all relevant new employees are advised of the Employer's usage of GPS systems in their offer of employment.

## **50 CONSULTATIVE WORKING GROUP**

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- (1) The Parties to this Agreement agree to meet on a regular scheduled basis to discuss opportunities and changes within the workplace.

- (2) This Working Group will be collaborative; however, it does not have any decision-making delegations.
- (3) Either Party can call a meeting, which will be scheduled as soon as possible but no later than 2 weeks, unless agreed between the parties.
- (4) Initial discussion points will include:
  - (a) Review of the classification structure.
  - (b) Weekend penalty rates for recreation employees (Waves and The Rise).
- (5) Action items will be documented during this meeting, however minutes as such will not be taken.

## **51 UNION DELEGATES/EMPLOYEE RIGHTS**

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### Role of Unions

- (1) The City 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 terms of the IR Act.
- (2) Union Delegates/Employee Representatives
- (3) The City will also support the role of Union Delegates, who are authorised by the Union, and elected Employee representatives. These individuals will:
  - (a) Be treated fairly and be able to perform their Delegates role without any discrimination or victimisation in their employment.
  - (b) Have access to facilities such as telephones, facsimile, photocopying, internet and email for the purposes of consulting with Union members, employees and the Union for the purpose of carrying out their role as representatives and communicating with their colleagues and Union.
  - (c) Have access to reasonable information about the workplace and the business an be involved in genuine consultation prior to decision being taken, which impact on Union members/employees.
  - (d) Be provided with reasonable paid time to represent the interest of Union members/employees to the City and industrial tribunals.
  - (e) Be provided with reasonable paid time to research and prepare prior to all negotiations with the City.
  - (f) The right to place Union notification on a designated Union notice board in a prominent location within the workplace.
  - (g) The right to formal recognition by the City that Union representatives speak on behalf of Union members in the workplace.
  - (h) Where appropriate, be able to consult with Union members/employees during normal working hours; and
  - (i) Be able to consult with new employees as to their role and provide information about the Union.

### Reasonable Paid Time

- (4) The amount of 'reasonable paid time' referred to within this Agreement will be agreed between the Union Delegate and their Manager/Supervisor

## 52 SIGNATORIES TO THIS AGREEMENT

For the City of Bayswater, 61 Broun Avenue Morley, WA 6062


  
Signature

JEREMY EDWARDS  
Name in full (printed)

CHIEF EXECUTIVE OFFICER  
Position and Authority to sign

27/11/2023  
Date

For the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU) 102 East Parade, East Perth WA 6004

  
Signature

WAYNE WOOD  
Name in full (printed)

BRANCH SECRETARY  
Position and Authority to sign

27/11/23  
Date



# SCHEDULE 1 – CLASSIFICATIONS

## SCHEDULE A – SKILL DESCRIPTORS

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

### **Band 1 – (87.5% relativity)**

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

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

### **BAND 2 (92.5% relativity)**

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

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

### **BAND 3 (96% relativity)**

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

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

### **BAND 4 (100% relativity)**

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

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

## **BAND 5 (110% relativity)**

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

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

## **BAND 6 (120% relativity)**

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

- A6.1 Authority and accountability:** May be responsible to provide a specialised/technical service and to complete work with elements of complexity. May make internal and external recommendations which represent the Employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A6.2 Judgement and problem solving:** Judgement and problem solving are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches, some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A6.3 Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A6.4 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A6.5 Interpersonal skills:** Skills to communicate with Employees in lower Bands and the public. Employees in this Band are expected to write detailed and non-standard reports and correspondences in their field of expertise.

**A6.6 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

- (a) diploma or advanced diploma; or
- (b) appropriate in-house training or equivalent.

#### **BAND 7 (130% relativity)**

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

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

#### **BAND 8 (145% relativity)**

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

- A8.1 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A8.2 Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
- A8.3 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A8.4 Management skills:** May manage more complex projects involving people and other resources.
- A8.5 Interpersonal skills:** Interpersonal skills in leading and motivating Employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.



- A8.6 Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

#### **BAND 9 (160% relativity)**

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

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

#### **BAND 10 (180% relativity)**

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

- A10.1 Authority and accountability:** Make determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.
- A10.2 Judgement and problem solving:** Resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A10.3 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A10.4 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage Employees, budgets, work programs or major projects of the Employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

- A10.5 Interpersonal skills:** Positions at this Band are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Employer and to resolve conflict.
- A10.6 Qualifications and experience:** Positions require a relevant degree or equivalent and management experience.

**BAND 11 (210% relativity)**

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

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

## SCHEDULE 2 – RATES OF PAY

### Base rate of pay for Ordinary Hours of Work

#### All Employees

Band	Year	Rate at 30/06/2023	4.5% on first full pay period on or after 1 July 2023	3% on first full pay period on or after 1 July 2024	3% on first full pay period on or after 1 July 2025
BAND 3	16 YR OLD	\$ 32,577.89	\$ 34,043.89	\$ 35,065.21	\$ 36,117.16
	17 YR OLD	\$ 38,501.14	\$ 40,233.69	\$ 41,440.70	\$ 42,683.92
	18 YR OLD	\$ 44,424.40	\$ 46,423.49	\$ 47,816.20	\$ 49,250.68
	19 YR OLD	\$ 50,347.64	\$ 52,613.29	\$ 54,191.69	\$ 55,817.44
	20 YR OLD	\$ 56,270.89	\$ 58,803.08	\$ 60,567.18	\$ 62,384.19
BAND 3	ADULT	\$ 59,232.52	\$ 61,897.99	\$ 63,754.93	\$ 65,667.57
BAND 4		\$ 66,258.08	\$ 69,239.70	\$ 71,316.89	\$ 73,456.39
BAND 5		\$ 68,763.26	\$ 71,857.61	\$ 74,013.34	\$ 76,233.74
BAND 6		\$ 71,270.47	\$ 74,477.65	\$ 76,711.98	\$ 79,013.33
BAND 7		\$ 77,347.94	\$ 80,828.60	\$ 83,253.45	\$ 85,751.06
BAND 8		\$ 83,019.73	\$ 86,755.62	\$ 89,358.29	\$ 92,039.04
BAND 9		\$ 89,742.93	\$ 93,781.36	\$ 96,594.81	\$ 99,492.65
BAND 10		\$ 95,951.07	\$ 100,268.87	\$ 103,276.94	\$ 106,375.25
BAND 11		\$ 103,923.19	\$ 108,599.73	\$ 111,857.72	\$ 115,213.45

#### Library Employees (10% Loading)

Band	Year	Rate at 30/06/2023	4.5% on first full pay period on or after 1 July 2023	3% on first full pay period on or after 1 July 2024	3% on first full pay period on or after 1 July 2025
BAND 3	16 YR OLD	\$ 35,835.68	\$ 37,448.28	\$ 38,571.73	\$ 39,728.88
	17 YR OLD	\$ 42,351.25	\$ 44,257.06	\$ 45,584.77	\$ 46,952.31
	18 YR OLD	\$ 48,866.83	\$ 51,065.84	\$ 52,597.82	\$ 54,175.75
	19 YR OLD	\$ 55,382.41	\$ 57,874.62	\$ 59,610.86	\$ 61,399.18
	20 YR OLD	\$ 61,897.98	\$ 64,683.39	\$ 66,623.89	\$ 68,622.61
BAND 3	ADULT	\$ 65,155.78	\$ 68,087.79	\$ 70,130.42	\$ 72,234.33
BAND 4		\$ 72,883.89	\$ 76,163.66	\$ 78,448.57	\$ 80,802.03
BAND 5		\$ 75,639.59	\$ 79,043.37	\$ 81,414.67	\$ 83,857.11
BAND 6		\$ 78,397.52	\$ 81,925.41	\$ 84,383.17	\$ 86,914.67
BAND 7		\$ 85,082.73	\$ 88,911.46	\$ 91,578.80	\$ 94,326.16
BAND 8		\$ 91,321.71	\$ 95,431.18	\$ 98,294.12	\$ 101,242.94
BAND 9		\$ 98,717.23	\$ 103,159.50	\$ 106,254.29	\$ 109,441.91
BAND 10		\$ 105,546.18	\$ 110,295.76	\$ 113,604.63	\$ 117,012.77
BAND 11		\$ 114,315.51	\$ 119,459.70	\$ 123,043.49	\$ 126,734.80

### Rangers (15% Loading)

Band		Rate at 30/06/2023	4.5% on first full pay period on or after 1 July 2023	3% on first full pay period on or after 1 July 2024	3% on first full pay period on or after 1 July 2025
BAND 3		\$ 68,117.40	\$ 71,182.69	\$ 73,318.17	\$ 75,517.71
BAND 4		\$ 76,196.79	\$ 79,625.65	\$ 82,014.42	\$ 84,474.85
BAND 6		\$ 81,961.05	\$ 85,649.29	\$ 88,218.77	\$ 90,865.33
BAND 7		\$ 88,950.13	\$ 92,952.89	\$ 95,741.47	\$ 98,613.72
BAND 8		\$ 95,472.69	\$ 99,768.97	\$ 102,762.03	\$ 105,844.90
BAND 9		\$ 103,204.37	\$ 107,848.57	\$ 111,084.03	\$ 114,416.55
BAND 10		\$ 110,343.74	\$ 115,309.20	\$ 118,768.48	\$ 122,331.53
BAND 11		\$ 119,511.66	\$ 124,889.69	\$ 128,636.38	\$ 132,495.47

### Security (15% Loading)

Band		Rate at 30/06/2023	4.5% on first full pay period on or after 1 July 2023	3% on first full pay period on or after 1 July 2024	3% on first full pay period on or after 1 July 2025
BAND 3		\$ 71,702.53	\$ 74,929.14	\$ 77,177.02	\$ 79,492.33
BAND 4		\$ 80,207.15	\$ 83,816.47	\$ 86,330.97	\$ 88,920.90
BAND 6		\$ 86,274.79	\$ 90,157.15	\$ 92,861.86	\$ 95,647.72
BAND 7		\$ 93,631.72	\$ 97,845.14	\$ 100,780.50	\$ 103,803.91
BAND 8		\$ 100,497.57	\$ 105,019.96	\$ 108,170.56	\$ 111,415.68
BAND 9		\$ 108,636.18	\$ 113,524.81	\$ 116,930.55	\$ 120,438.47
BAND 10		\$ 116,151.30	\$ 121,378.11	\$ 125,019.45	\$ 128,770.04
BAND 11		\$ 125,801.75	\$ 131,462.83	\$ 135,406.72	\$ 139,468.92

### Junior Rates

Junior Employees will be paid the following percentage of the appropriate wage rate set out above 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

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.

## **Apprentice Rates**

The weekly minimum wage rates for apprentices are as follows:

### **(1) Four-year apprenticeships**

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

### **(2) Three-year apprenticeships**

1 <sup>st</sup> year	60% of Level D4A
2 <sup>nd</sup> year	70% of Level D4A
3 <sup>rd</sup> year	90% of Level D4A

## **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

## SCHEDULE 3 – SPAN OF ORDINARY HOURS OF WORK

**All Employees** - Unless otherwise stated, the ordinary days of work for all employees shall be Monday to Friday (inclusive).

**Library Employees** – the span of ordinary days for Library employees will be Monday to noon Saturday.

**Specific Occupations** – the span of ordinary days for employees engaged in the following functions shall be Monday to Sunday (inclusive).

- Call Centre Operators
- Caretakers/Hall Keepers
- Catering/Hospitality
- Cleaners
- Community Rangers
- Recreation Centres
- Customer Service Centres
- Parking Station Attendants
- Security Officers
- Tourism
- Community Services

The span of hours of work shall be for Employees:

- Standard working hours (those not accessing the flexible working hours scheme) – 08:30 hours to 17:06 hours.
- Accessing the flexible working hours scheme (flexitime) between 07:00hours to 18:00hours.
- An employee may request to work hours outside the ordinary span of hours between 06:00hours to 22:00hours Monday to Sunday for flexibility reasons and will be considered based on operational needs. The City is not able to direct employees to work these hours without appropriate penalty rates.

Specific Occupations have varying ordinary hours of work as outlined below:

- **Engineering and Parks Employees** – are to work 8.5 hours per day, inclusive of a 15-minute (paid) morning team break, but excluding a lunch break (unpaid) of a minimum of 30 mins, within a span of 12 hours (06:00hours to 18:00 hrs). This pattern of working hours will allow for the continuation of a nine-day fortnight for Engineering and Parks employees.
- **Recreation Centres and Community Services** – the span of hours will be 05:00hrs to 22:00 hours.
- **Library Services** – the span of hours will be 07:00 hrs to 21:00 hours on Monday to Friday and 07:00 hrs to 12:00 hrs on Saturday.
- **Caretakers, Catering, Cleaners, Hall Keepers, Hospitality, Parking Station Attendance and Tourism** - the span of hours shall be 05:00hrs to 21:00 hrs. The span of hours including start and finish times may be altered by agreement between the City and the affected employees.
- **Local Law Enforcement and Community Ranger Services** – the span of hours of work shall be between 07:00 hrs and 21:00 hours Monday to Friday and 09:00hrs and 17:00 hrs Saturday and Sunday, unless as agreed otherwise and in accordance with rosters.
- **Security Officers** – the span of hours of work shall be 24 hours per day 7 days a week on a rotating roster.

## **SCHEDULE 4 – VARIATION IN PARTIES TO THE AGREEMENT**

In accordance with regulation 57(2) of the Industrial Relations Commission Regulations 2005 (WA) the parties give notice that Australian Municipal, Administration, Clerical and Services (WA Branch) Union (ASU) a party to the *City of Bayswater Enterprise Agreement 2019 (Inside Workforce)* is not a party to the *City of Bayswater Inside Agreement 2023 (this Agreement)*.

## CITY OF BAYSWATER INSIDE AGREEMENT 2023

## WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES CITY OF BAYSWATER

APPLICANT

-v-

WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE,  
CLERICAL AND SERVICES UNION OF EMPLOYEES

RESPONDENT

CORAM COMMISSIONER C TSANG  
 DATE THURSDAY, 30 NOVEMBER 2023  
 FILE NO. AG 17 OF 2023  
 CITATION NO. 2023 WAIRC 00939

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Result Agreement registered

## Representation

Applicant Ms A Gillespie

Respondent Mr P Cecchini

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*Order*

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

AND WHEREAS the parties consent to the application being determined on the papers;

AND WHEREAS I am satisfied that the agreement meets the requirements of the *Industrial Relations Act 1979* (WA) and that it should be registered;

NOW THEREFORE the Commission, pursuant to the powers conferred under s 41 of the *Industrial Relations Act 1979* (WA), hereby orders –

THAT the agreement made between the parties filed in the Commission on 6 July 2023 entitled *City of Bayswater Inside Agreement 2023* as amended and refiled in the Commission on 28 November 2023 and attached to this order, be registered as an industrial agreement as a replacement of the *City of Bayswater Enterprise Agreement 2019 (Inside Workforce)*, which by operation of s 41(8) of the *Industrial Relations Act 1979* (WA) is hereby cancelled.

 (Sgd.) C. TSANG

COMMISSIONER C TSANG