



## **CITY OF ALBANY**

### **General Workers**

**UNION COLLECTIVE WORKPLACE AGREEMENT  
2007**

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## PART A – FORMALITIES & OPERATION

### 1 TITLE

This Agreement shall be known as the City of Albany (General) Union Collective Workplace Agreement 2007.

### 2 DEFINITIONS

“**Business**” means business conducted by the City in accordance with the Local Government Act (1995).

“**Business Units or Service Units**” means in-house City owned services or work areas that operate on commercial or business principles and with an increased level of autonomy.

“**Child**” for the purpose of Parental Leave clause 32 means a child of the employee under school age except for adoption of a child where child means a person under school age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.

“**City**” means the management of City of Albany including departmental managers and the Executive Director Management Team (EDMT) comprising the Chief Executive Officer and Executive Directors of the City of Albany.

“**Compliant Superannuation Fund**” means any complying superannuation fund, approved deposit fund or eligible rollover fund regulated by Australian Prudential Regulation Authority and self managed superannuation funds regulated by the Australian Taxation Office.

“**Council**” means the elected representatives of the City in the context contained in the Local Government Act (1995).

“**Employee**” means any person engaged to work at or from the locations listed in **Clause 3 – Parties Bound**.

“**Local Work Area Arrangement**” means specific working arrangements for in-house City owned services or work areas.

“**Great Southern Region**” as defined by the Regional Development Commission Bill 1993, Schedule 1, Part C is The City of Albany, Shires of Broomehill, Cranbrook, Denmark, Gnowangerup, Jerramungup, Katanning, Kent, Kojonup, Plantagenet, Tambellup and Woodnilling.

“**Immediate family**” for the purpose of Personal Leave clause 30 includes:

- a) spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis and includes same sex relationships; and
- b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

“**Parties**” means the parties to this Agreement as detailed in **Clause 3 – Parties Bound**.

“**Registered Health Practitioner**” for the purpose of Personal Leave clause 30 means: A health practitioner who is registered or licensed as a health practitioner under a State or Territory law. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that State or Territory law.

“**Self Managed Work Team**” means a team accepting responsibility for the delivery of the aims and objectives of the Council while meeting customer expectations.

“**Service**” wherever appearing in the agreement shall, besides actual working service, include time for which the employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this agreement. Any other time in respect of which an employee is absent from work shall not count as service but this does not mean that such other absence will necessarily break continuity of service.

“**Spouse**” ,for the purpose of Parental Leave clause 32, includes a de facto or former spouse and is inclusive of same sex relationships.

For the purpose of adoption leave, spouse includes a de facto spouse and is inclusive of same sex relationships but does not include a former spouse.

“**Supervisor**” and “**Designated Senior Employee**” shall mean an employee appointed to act as the direct line coordinator / manager, supervising and control a team (or teams) of the City’s work force.

“**Team**” is a well-defined and recognised work group that is normally within the one directorate, however cross-organisational teams may also be formed where the members of that team have a recognised common goal.

“**Transmission of Business**” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

“**Union**” or “**ASU**” means the Australian Municipal, Administrative, Clerical and Services Union (WA Branch).

“**Week**” shall mean the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an employee under his/her contract of employment in a seven day period.

### 3 INCIDENCE AND PARTIES BOUND

The parties to this Agreement are:

- 3.1 The City of Albany, and
- 3.2 All employees of the City who are employed under a classification within **Part G** of this Agreement, and working in or from the:
  - 3.2.1 City of Albany Administration, North Road
  - 3.2.2 Albany Public Library, York Street and Wellstead Sub-Branch
  - 3.2.3 Albany Leisure & Aquatic Centre
  - 3.2.4 Harry Riggs Albany Regional Airport
  - 3.2.5 Vancouver Arts Centre
  - 3.2.6 Town Hall Theatre Box Office
  - 3.2.7 Albany Visitors’ Centre
  - 3.2.8 Princess Royal Fortress
  - 3.2.9 Cape Riche Camp Site
  - 3.2.10 City of Albany Works Depot, Mercer Rd (Coordinators, supervisors, technical staff and administration staff, or those otherwise classified under **Part G** of this Agreement)
- 3.3 The Australian, Municipal, Administrative, Clerical and Services Union (WA Branch)

### 4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement shall operate from the date of lodgement with the Director of the Workplace Authority and remain in operation until the 30<sup>th</sup> June 2010.

### 5 OBJECTIVES OF THE AGREEMENT

- 5.1 The aim of this agreement is to assist the City in providing services that are responsive to the community needs and aspirations; are competitive in terms of timely delivery, quality and cost;

- and lead to increased effectiveness and productivity within the overall objectives and values of the City of Albany Strategic Plan, which may be reviewed from time to time as the Council requires.
- 5.2 In working towards this aim Council, Management and Employees will work together in a co-operative manner in an environment of honesty and mutual respect to achieve the highest possible quality of service.
- 5.3 This agreement represents the mechanism by which the City will create an organisation capable of achieving the above aim, an organisation where:
- 5.3.1 Employees are dedicated to working for the good of Albany and its Community, and are recognised as a valuable resource;
  - 5.3.2 Employees have the confidence to demonstrate their leadership by making decisions and solving problems within their area of expertise and are rewarded for doing so;
  - 5.3.3 High standards of services are established in consultation between Council, Management, Employees and Customers. These standards are clearly communicated and the necessary resources provided to support their implementation. There is pride in the City's culture and the Employees quality of work;
  - 5.3.4 Trust is a basic principle underlying all our relationships; friendliness and mutual respect are valued norms;
  - 5.3.5 Open communication is our way of doing things. Employees are kept fully informed and updated on issues affecting their work areas, and Employees knowledge is recognised and regularly sought as an essential contribution to decision making. This open communication allows for Employees to ask questions and express concerns about changes and issues;
  - 5.3.6 There is an acknowledgement that change will be an ongoing process for the City and a confidence that any change affecting Employees and the workplace will be undertaken through close consultation between Council, relevant Management and Employees. There is a commitment on the part of Management that any change will be adequately resourced and implemented through a spirit of goodwill.
  - 5.3.7 Resourcing mentioned in this clause shall be within the logistical and financial capabilities of the City.

## 6 EMPLOYEE CONSULTATIVE COMMITTEE

- 6.1 The parties recognise the importance of a forum for consultative processes for matters contained within this Agreement and for any general organisational matters as they may arise.
- 6.2 The Employee Consultative Committee is an advisory Committee that can provide recommendations to the City for consideration under the following terms of reference:
- 6.2.1 Union Collective Workplace Agreement implementation;
  - 6.2.2 Identification of under utilised equipment and redundant policies;
  - 6.2.3 Identification of procedures to assist in developing ways to reduce overheads;
  - 6.2.4 Documenting of procedures;
  - 6.2.5 Establishment of standards and systems of control;
  - 6.2.6 Communication with the workforce;
  - 6.2.7 General Organisational Issues;
  - 6.2.8 Policy Formulation relevant to the employment relationship; and
  - 6.2.9 Other matters as determined by the Committee from time to time;
- 6.3 The Committee membership consists of representation of both management (2) and employee representatives (7). The City of Albany recognises that representation may need to be altered from time to time as required by the Committee.
- 6.4 Employee representation will generally be based on representatives from each of the following work areas:
- 6.4.1 Albany Leisure and Aquatic Centre
  - 6.4.2 Albany Public Library
  - 6.4.3 Mercer Road Depot – Administration & Supervisory Staff
  - 6.4.4 North Road Administration – General Management Services
  - 6.4.5 North Road Administration – Corporate and Community Services

- 6.4.6 North Road Administration – Works and Services
- 6.4.7 North Road Administration – Development Services
- 6.5 Elected committee members may appoint themselves a proxy to stand in for them from time to time.
- 6.6 These meetings to start within one (1) month from the signing of this Agreement and be held at least on a quarterly basis thereafter.
- 6.7 Committee members are elected for a period of one (1) year with elections by secret ballot being held in July of each year. Elected Committee members may nominate for re-election.
- 6.8 In order to ensure effective communication with the workforce, in accordance with 6.2.6, each Employee Consultative Committee meeting may be preceded or followed by a series of paid staff meetings.
- 6.9 The Committee shall hold these paid staff meetings at various locations to minimise disruption to normal services and to ensure genuine consultation with the majority of the workforce.

## 7 COMMUNICATION & INTRODUCTION OF CHANGE

- 7.1 The City and Employees will work together in a co-operative manner in an environment of honesty and mutual respect, where Employees are recognised as a valuable resource.
- 7.2 Employees are expected to participate in making decisions and solving problems within their area of expertise.
- 7.3 Open communication is our way of doing things. Employees are to be kept fully informed and updated on issues affecting their work areas, and Employee knowledge is recognised and regularly sought as an essential contribution to decision making. This open communication allows for Employees to ask questions and express concerns about changes and issues.
- 7.4 There is an acknowledgement that change will be an ongoing process for the City and a confidence that any change effecting staff and the workplace will be undertaken through close consultation between the City and effected employees.
- 7.5 There is a commitment on the part of the City that any change will be adequately resourced and implemented through a spirit of goodwill.
- 7.6 The parties agree that communication is crucial to the ongoing success of the workplace reform process.
- 7.7 The City is committed to maintaining regular communication to ensure good communication practices.
- 7.8 In the event that the City has made a decision to introduce major changes in production, organisation structure, work role, technology or working environment, which is likely to have significant effects on any employee, the City shall notify the employees who may be affected by the proposed changes.
- 7.9 The employer shall discuss with employees affected the effects the changes referred to in paragraph 7.8 are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The employer shall give prompt consideration to matters raised by the employees in relation to any proposed changes.
- 7.10 The discussions are to commence as early as practicable after a definite decision has been made by the employer to make any changes referred to in paragraph 7.8.

**PART B – CONTRACT OF EMPLOYMENT**

**8 PROBATION**

- 8.1 New employees of the City will be required to serve a concurrent 3 month probationary period and 3 month qualifying period.
- 8.2 An employee on probation will have regular meetings with their supervisor, as determined by the supervisor, during the probationary period where feedback on performance will be provided. Where there is a concern within the employee’s performance, a written assessment will be provided.

**9 CONTRACT OF EMPLOYMENT**

**9.1 Full Time Employment**

A full-time Employee shall mean an Employee who is engaged to work the standard ordinary hours of the authority in accordance with **Clause 21 – Ordinary Hours of Work**.

**9.2 Part-time /Job sharing Employment**

- 9.2.1 A part-time Employee shall mean an Employee who works regularly for less than the standard ordinary hours in any week.
- 9.2.2 An Employee so employed shall receive payment for salary, annual leave and sick leave as prescribed by this agreement on a pro rata basis in the same proportion as the number of hours usually worked each week bears to the standard ordinary hours prescribed for the classification of work performed.
- 9.2.3 By agreement a supervisor and an employee may vary the agreed hours of work. In the event that a supervisor seeks to vary the agreed hours of work without the consent of the employee the appropriate notice as prescribed below shall be given. Provided, however, that the supervisor and the employee may agree to a lesser period of notice

<b>Period of continuous service</b>	<b>Period of notice</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

**9.3 Temporary Employees**

- 9.3.1 A temporary appointment shall mean an Employee employed for a specific project or program which the City indicates at the time of engagement will not be ongoing or an Employee appointed to a position which the City has reason to believe has a duration of less than twenty four (24) months.
- 9.3.2 The salary to be paid to an Employee employed on the basis of a temporary appointment shall be the appropriate rate in accordance with this Agreement.
- 9.3.3 An Employee employed on the basis of a temporary appointment shall be advised of his/her period of employment, hours of work, salary and classification, in writing, prior to the commencement of employment.
- 9.3.4 **This clause does not apply to an employee who is replacing an employee on parental leave.**
- 9.3.5 A temporary Employee may be employed on a part time basis.

**9.4 Casual Employment**

- 9.4.1 A casual Employee shall be paid an hourly rate determined by adding a loading of 20% to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.
- 9.4.2 A casual Employee shall not be entitled to the benefits of clause 26, Annual leave, clause 28 - Personal leave, clause 30 - Parental leave and clause 27 - Public holidays, of this Agreement.
- 9.4.3 The services of a casual Employee shall be terminated by one hour's notice given on any day by either side, or by payment, on any day by either side, of one hour's wages in lieu of such notice.

**9.5 Caring responsibilities – Casual Employees**

- 9.5.1 Subject to the evidentiary and notice requirements in 28.5 and 28.6 casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child or upon the death of an immediate family or household member.
- 9.5.2 The City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- 9.5.3 A Supervisor must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the City to engage or not to engage a casual Employee are otherwise not affected.

**9.6 Fixed Term Contracts**

- 9.6.1 Fixed term contracts shall apply to an Employee who is engaged for a specific project or for a specific period.
- 9.6.2 A fixed term contract may have a renewable clause that can be agreed between the parties.

**9.7 Notice of Termination**

- 9.7.1 In order to terminate the employment of an Employee, other than a casual and or probationary employee, the City must give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 9.7.2 In addition to the notice in sub clause 9.7.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 9.7.3 Payment in lieu of the prescribed notice in sub clause 9.7.2 and sub clause 9.7.3 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the City making payment for the remainder of the period of notice.

- 9.7.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the City would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 9.7.4(a) the Employee's ordinary hours of work (even if not standard hours); and
  - 9.7.4(b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - 9.7.4(c) any other amounts payable under the Employee's contract of employment.
- 9.7.5 The period of notice in this clause does not apply:
- 9.7.5(a) in the case of dismissal for serious misconduct;
  - 9.7.5(b) to apprentices;
  - 9.7.5(c) to Employees engaged for a specific period of time or for a specific task or tasks;
  - 9.7.5(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
  - 9.7.5(e) to a probationary employee; or
  - 9.7.5(f) to casual Employees.
- 9.7.6 Continuous service is defined in clause 9.11.

## 9.8 Notice of termination by an Employee

- 9.8.1 The notice of termination required to be given by an Employee is the same as that required of the City, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 9.8.2 If an Employee fails to give the notice specified in sub clause 9.7 the City has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under sub clause 9.7.4.

## 9.9 Job search entitlement

- 9.9.1 Where the City has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Supervisor.

## 9.10 Transmission of business

- 9.10.1 Where a business is transmitted from one employer to another, as set out in clause 36.4, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 9.11 Continuity of service

- 9.11.1 Continuous service shall include:

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

## 10 STAFF DEVELOPMENT REVIEWS

- 10.1 In accordance with the Local Government Act, team 5.38, staff performance reviews will be conducted annually. Each performance review seeks to establish, record, consider and respond to:
  - 10.1.1 The Employee's training and professional development requests.
  - 10.1.2 Employee feedback regarding their team culture / supervisor
  - 10.1.3 A review of the Employee's Position Description and have it considered against classification definitions.

## 11 CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 11.1 Positions will be classified in accordance with the level definitions provided for in **Part G – Classification Definitions** of this Agreement.
- 11.2 Position descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions on an annual basis as part of performance review process.
- 11.3 Employees may make a written request for a position reclassification once per annum or at the time of the Staff Development Review. Provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an employee be successful in his/her position being reclassified the date of effect shall be the date of the lodgement of the application.
- 11.4 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in **Part G** of this Agreement as follows:
  - 11.4.1 significant and identifiable changes in the nature and work value of ongoing duties performed;
  - 11.4.2 significant increases in responsibilities on an ongoing basis;
  - 11.4.3 significant change in the skills, knowledge and experience required to undertake the duties.
- 11.5 Within four weeks of receipt of the application, the employer shall supply the applicant with a written response detailing the outcome of the application or if the reclassification cannot be completed within that time frame a written response detailing the expected date of completion.
- 11.6 The applicant may request a representative of their choice to be party to any discussions.

- 11.7 On initial appointment of an employee, the City shall give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary point for the position.

## 12 MULTI-SKILLING

- 12.1 To provide greater flexibility within the City's workforce, to enhance customer service and satisfaction, and raise productivity and performance levels, the parties agree to:
- 12.1.1 develop and participate in multi-skilling and job rotation activities
  - 12.1.2 develop and implement an effective training plan as identified through the annual review process
  - 12.1.3 resolve demarcations within the workforce through consultation
  - 12.1.4 implement individual and team performance indicators (Key Focus Areas) as identified through the annual performance review process
- 12.2 Employees within the same work area may be required to perform duties of other positions, provided they are qualified to do so and have received the appropriate training.
- 12.3 In keeping with the cultural values of a learning organisation the parties are committed to multi-skilling and learning new skills/duties outside the roles/Position Description the employee was initially employed to perform.
- 12.4 When these new skills/duties for which a wage higher than that of the employee's own grade as specified are performed, then Higher Duties (Clause 17 – Higher duties) may apply.

## 13 TRAINING & DEVELOPMENT

- 13.1 The City is committed to providing access to training to all Employees. The overall training program shall be determined by Management, taking into account Council's policies and resources, the training requirements identified through annual performance reviews and the commitment to multi-skilling. Assistance may be provided with formal studies where it benefits the City in accordance with Council policy.

## 14 JOB SHARING

- 14.1 The City shall seek to accommodate any reasonable requests from Employees to job share a full-time equivalent position providing the parties seeking to job-share have comparable skills.
- 14.2 Requests must be made in writing and arrangements made by mutual agreement between the job sharing Employees and the City.

## PART C - REMUNERATION

### 15 WAGE INCREASES

- 15.1 All employees shall receive an annual increase of wages as follows:
- 15.1.1 A wage increase of 3.1% in accordance of Part H (Wage Schedule A) of this Agreement payable from Monday 29<sup>th</sup> October, 2007.
  - 15.1.2 A wage increase in accordance of Part H (Wage Schedule B) of this Agreement payable from lodgement of this Agreement.
  - 15.1.3 Then on the 1<sup>st</sup> July 2008, an increase equal to the movement in Consumer Price Index (CPI) Perth from 1<sup>st</sup> July 2007 to 31<sup>st</sup> March 2008.
  - 15.1.4 Then on the 1<sup>st</sup> July 2009, an increase equal to the movement in Consumer Price Index (CPI) Perth from 1<sup>st</sup> April 2008 to 31<sup>st</sup> March 2009.
  - 15.1.5 This payment, as defined by 15.1.3 shall continue annually on 1 July each year until the Agreement is terminated or replaced.
  - 15.1.6 Wages are to be paid fortnightly by electronic banking

### 16 INCREMENTAL PROGRESSION

- 16.1 Each employee shall be appointed to the City on a specific classification that is a combination of a "Level" as detailed in Part G of this Agreement and an increment or "Step" within that Level. There are four (4) increments within each Level above Level 1. Level 1 contains increments directly related to the age of the employee.
- 16.2 At the conclusion of each twelve month period following appointment to their classification (ie. Employment anniversary date) or entry into a new classification (ie. Reclassification anniversary date), an Employee shall be eligible for incremental progression to the next step if:
- 16.2.1 The Employee has given satisfactory service over the preceding twelve months; and
  - 16.2.2 The Employee has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.
  - 16.2.3 In cases where the review is delayed the anniversary date shall not be changed and the incremental increase, if any, will be paid retrospectively to the anniversary date.
  - 16.2.4 In cases where the employee is employed on Level 1 and has a birthday, the employee shall progress to the appropriate age step and receive an incremental increase payable from the employee's birth date.
  - 16.2.5 Movement to a higher "Level" shall only occur by way of promotion or reclassification.

### 17 HIGHER DUTIES

- 17.1 Where an Employee is directed to perform the duties applicable to a higher graded position for a continuous period of not less than five (5) working days and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, shall be paid the minimum salary of the higher graded position during the whole time of performing such duties.

17.2 If an Employee is directed to perform the duties applicable to the higher graded position on any subsequent occasion within twelve months, the Employee shall only have to perform those duties for one working day or more in order to become entitled to the minimum salary of the higher graded position. Provided that this paragraph shall not apply to any Employee who in accordance with this agreement has negotiated a salary which takes into consideration the need to deputise.

17.3 An employee who is required to carry out part only of the duties of the higher position shall be paid at a rate as agreed between the employee and the City.

#### 17.4 **Higher duties and leave**

Where an employee, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or sick leave, the employee shall receive any payment to which he/she is entitled to at the higher classification rate if the employee has been engaged on the higher duties continuously for three (3) calendar months, or more immediately preceding the taking of annual or personal leave.

#### 17.5 **Higher duties and overtime**

Where an employee, whilst acting in a higher classification position and in receipt of higher classification pay, performs such higher classification work outside his/her ordinary working hours, he/she shall receive any overtime payment to which he/she is entitled pursuant to this Agreement, based on the higher classification rate.

#### 17.6 **Higher duties and appointment**

Provided that an employee, who is required to carry out the duties for a higher classification for a continuous period in excess of twelve (12) months shall be permanently appointed to that position. Provided this may be extended by agreement between the employee and the City.

## 18 **ALLOWANCES**

18.1 Allowances contained within this Agreement shall be adjusted on the 1st July of each year, commencing 2008, until the Agreement is terminated or replaced. The adjustment shall be an increased equal to CPI (Perth) in accordance with clause 15 - Wage increases.

#### 18.2 **On-Call Allowance**

18.2.1 An Employee shall be paid \$40 per rostered shift when "on-call". Employees working a split-shift may only claim this Allowance once for each split-shift.

18.2.2 The designated Senior Employee within the Work Team shall be paid an allowance of \$80 per week in lieu of the payment described in 18.2.1 except when on periods of annual leave. The designated Senior Employee is generally not rostered for on-call shifts but is expected to, within reason, remain on call. If the designated Senior Employee is rostered for an on-call shift, then an extra on-call allowance payment of \$24 per day will apply for each day when on-call.

18.2.3 Where an Employee rostered for on-call is recalled to duty during the period for which the employee is on-call then the Employee shall receive payment for hours worked in accordance with the applicable recall provisions within overtime clause of this Agreement.

18.2.4 Where an Employee rostered for on-call is recalled to duty, the time spent travelling to and from the place at which duty is to be performed, shall be included with actual duty for the purposes of overtime payment.

18.2.5 Employee's on-call shall be provided with a Council vehicle and mobile phone for the purposes of on-call duty.

#### 18.3 **First Aid Allowance**

18.3.1 Where operational needs require an on-site First Aid Officer as recognised by the City the First Aid Officer shall be paid an allowance of \$446.78 per annum.

- 18.3.2 Recognised on-site First Aid Officers shall be granted paid time off to establish and renew recognised first aid qualifications.
- 18.3.3 Fees, materials or any other reasonable costs associated with the training shall be incurred by the City.
- 18.3.4 The City of Albany's Occupational Safety and Health Committee may make recommendations to Management on the appointment of on-site First Aid Officers.

#### 18.4 Meal Allowance

- 18.4.1 A meal allowance of \$9.93 shall be paid to any Employee who is required to work overtime for more than two hours (in addition to the interval taken for a meal break) before or after the normal time of commencing or ceasing duty. After the completion of each four continuous hours of such overtime, calculated from the end of the previous meal break, a subsequent meal allowance of \$6.47 shall be paid provided that the Employee is required to work beyond each respective fourth hour.
- 18.4.2 Where overtime in excess of four hours' duration is required to be worked on a Saturday, Sunday or holiday and such time coincided with the normal meal interval, a meal break shall be taken and an Employee shall be paid a meal allowance of \$9.93 on the first occasion and a further allowance of \$6.47 on each subsequent occasion in the same work period.
- 18.4.3 Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the employer.
- 18.4.4 The provisions of this clause do not apply when the City provides a suitable meal.
- 18.4.5 The provisions of this clause do not apply in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that he/she will be required to undertake, provided that if an Employee as a consequence of the notification provides himself/herself with a meal and works less overtime than the period notified, he/she shall be paid, for each meal provided and not required, the appropriate meal allowance prescribed by this clause.

#### 18.5 Telephone Allowance

An Employee required by the City to make or receive telephone calls at his or her home by way of contact with the City or with customers, shall be reimbursed the cost of such outward telephone calls, the rental of the telephone over the period of such requirement, and the cost of installing the telephone service at his or her home if that cost is incurred after advice of such requirement.

#### 18.6 Uniform Allowance

Where the Employee is required to wear a uniform in the performance of his/her duties, the City shall pay the Employee an allowance equivalent to all reasonable expenses incurred by the Employee in the purchase of the uniform. This provision shall not apply where the uniform is supplied by the City or at the City's expense.

#### 18.7 Local Government Elections

- 18.7.1 Employees engaged by the City on duties associated with the conducting of a ballot of ratepayers shall be subject to the provisions of this clause in lieu of all other provisions contained in this Agreement.
- 18.7.2 The salary applicable to each classification shall be in accordance with wage schedule Part H of this agreement.

Polling Clerk

Level 3 Step 1

Presiding Officer

1-3 Polling Clerks	Level 4	Step 1
4 or more Polling Clerks	Level 4	Step 3

Deputy Returning Officer

Where there are less than 10,000 electors on the electoral roll appropriate to the ballot.

Level 5 Step 1

Where there are 10,000 or more electors on the electoral roll appropriate to the ballot.

Level 6 Step 1

Returning Officer

Where there are less than 10,000 electors on the electoral roll appropriate to the ballot.

Level 7 Step 1

Where there are 10,000 or more electors on the electoral roll appropriate to the ballot.

Level 8 Step 1

- 18.7.3 The rates prescribed herein shall be calculated by dividing the appropriate salary by 1976, the result being paid on account of each hour's work authorised by the Returning Officer. Provided that payment shall be limited to hours of work performed on Polling Day and the days immediately following where those days are not ordinary working days for the Employee concerned.
- 18.7.4 Where an Employee is required to use his/her own motor vehicle in the course of his/her duties, the Employee shall be paid in accordance with **clause 39 - Travel Reimbursement**, of this Agreement.
- 18.7.5 The rate prescribed in **18.7.2** hereof shall be subjected to a penalty of 50% on account of all disabilities or incidental expenses which may be incurred where work is required to be performed on a Saturday, Sunday or a day prescribed as a holiday in **clause 27 - Public holidays**.

## 19 SUPERANNUATION

- 19.1 The superannuation guarantee contribution (SGC) may be paid into any compliant superannuation fund/plan. For the purposes of this clause the default fund shall be the Local Government Superannuation Plan.
- 19.2 In addition to the superannuation guaranteed contribution (SGC), a superannuation co-contribution scheme is accessible by all permanent employees.
- 19.3 On commencement of this Agreement the City will contribute an additional 2% payment above the SGC where an employee voluntarily contributes a minimum of 5% of his/her salary.
- 19.4 On 1 July 2008, if the employee voluntarily contributes an amount additional to the SGC it shall be matched by the City as follows:

<u>Employee</u>		<u>City</u>	<u>Total (not inclusive of SGC)</u>
1%	+	1%	or a total of 2% plus SGC
or, 2%	+	1%	or a total of 3% plus SGC
or, 3%	+	1%	or a total of 4% plus SGC
or, 4%	+	1%	or a total of 5% plus SGC
or, 5%	+	2%	or a total of 7% plus SGC

- 19.5 On 1 July 2009, if the employee voluntarily contributes an amount additional to the SGC it shall be matched by the City as follows:

<u>Employee</u>		<u>City</u>	<u>Total (not inclusive of SGC)</u>
1%	+	1%	or a total of 2% plus SGC
or, 2%	+	2%	or a total of 4% plus SGC
or, 3%	+	2%	or a total of 5% plus SGC
or, 4%	+	2%	or a total of 6% plus SGC
or, 5%	+	3%	or a total of 8% plus SGC

- 19.6 From 30 June 2010, if the employee voluntarily contributes an amount additional to the SGC it shall be matched by the City as follows:

<u>Employee</u>		<u>City</u>	<u>Total (not inclusive of SGC)</u>
1%	+	1%	or a total of 2% plus SGC
or, 2%	+	2%	or a total of 4% plus SGC
or, 3%	+	3%	or a total of 5% plus SGC
or, 4%	+	4%	or a total of 6% plus SGC
or, 5%	+	5%	or a total of 8% plus SGC

## 20 SALARY SACRIFICE & NOVATED LEASES

- 20.1 The employee's voluntary contributions additional to the superannuation guaranteed contribution (SGC) are, by default, salary sacrificed and employees will receive details of contributions on their fortnightly payslips.
- 20.2 The amount to be sacrificed will be deducted from the employee's gross wage prior to taxation being applied. This will reduce the employee's taxable income by the amount of the sacrificed component. The amount sacrificed will not appear on the employee's Group Certificate.
- 20.3 Overtime, penalty rates and loadings will be calculated and applied using the pre-sacrifice wage amount.
- 20.4 Salary sacrifice shall be processed through the City's normal payroll facility and the City will absorb any administrative costs.
- 20.5 Employees may at any time withdraw from salary sacrifice but are required to give notice to the Payroll Officer of at least two pay periods in advance (4 weeks).
- 20.6 Once an employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.
- 20.7 Employees may only alter the level (%) of salary sacrifice twice per financial year (July 1 to June 30).
- 20.8 The City shall make available to all employees a copy of the City policy relating to salary sacrifice and implement such an opportunity, in accordance with taxation and other relevant laws, at the written request of an employee.

- 20.9 It is the onus of the individual to make themselves aware of the conditions relating to salary sacrificing which may vary from time to time depending on changes to legislation and complying funds as they apply.
- 20.10 Salary sacrifice may only be made where the item would not attract a Fringe Benefits Tax (eg laptop computer, overseas conference, superannuation contribution) payment from the City.
- 20.11 The City will participate with employees to secure novated leases for vehicles, where an employee wishes to arrange a novated lease, provided the lease has no financial impact upon the City other than administration costs.
- 20.12 The City policies relating to Salary Sacrifice and Novated Leases shall be brought before the Employee Consultative Committee, within three (3) months of this Agreement being lodged and shall be reviewed annually thereafter.

## PART D – HOURS OF WORK

### 21 ORDINARY HOURS OF WORK

- 21.1 Except as hereinafter provided the ordinary hours of duty for Employees covered by this Agreement, unless varied within an Appendix of this Agreement or a sub-clause hereafter, shall not exceed 152 hours per 4 week cycle, to be worked Monday to Friday inclusive between the hours of 7.00am and 6.00pm which shall include an unpaid meal break of not less than 30 minutes duration.
- 21.2 **Vancouver Arts Centre**  
Ordinary hours of work shall be rostered between the hours of 8.00am and 5.00pm Monday to Friday and 8.00am and 12.00 noon on Saturday.
- 21.3 **Albany Visitors' Centre**  
Ordinary hours of work shall be rostered between the hours of 7.00am and 6.00pm Monday to Sunday. Core hours shall be between 9.00am and 5.00pm.

### 22 ROSTERING HOURS OF WORK

- 22.1 All reasonable attempts will be made to establish rosters four (4) weeks in advance in consultation with Employees and in consideration of:
- 22.1.1 Employee wellbeing and work-life balance,
  - 22.1.2 customer expectations,
  - 22.1.3 public safety,
  - 22.1.4 and other organisational requirements.
- 22.2 Rosters shall be prominently displayed at the place of work in a position accessible to the Employees concerned.
- 22.3 Unless otherwise agreed between the employee and Supervisor, a minimum of 72 hours notice on rosters or changes to rosters will apply.
- 22.4 The rostered hours of permanent part time Employees can be amended, depending upon requirements above, provided these hours do not reduce below the original contract of employment.
- 22.5 For all employees, unless mutually agreed by the individual Employee and the City, the following rostering constraints shall apply:
- 22.5.1 The minimum amount of time rostered per shift shall be three (3) hours
  - 22.5.2 Employees shall not be rostered for shifts on more than five (5) days out of seven (7).
  - 22.5.3 A minimum break of ten (10) hours between shifts rostered on consecutive days
  - 22.5.4 A minimum break of five (5) hours between shifts rostered on the same day

### 23 ROSTERED DAYS OFF (RDO) & VARIABLE WORK ARRANGEMENTS

- 23.1 Variable work arrangements with limited flexibility will be introduced on the following basis for all Employees excluding Designated Managers as defined in [Appendix E](#) of this Agreement:
- 23.1.1 All full time Employees must work 152 hours per 4 week cycle within pre-determined team based rosters whereby core service hours are covered, operational requirements are not compromised and the roster is provided to all Employees a minimum of one month in advance of the 4 week cycle.
  - 23.1.2 Subject to the capacity for Employees to undertake their designated work outside the defined core hours, individual full time Employees will have the choice of the following five (5) working arrangement options:
    - 23.1.2(a) 16 day 4 week cycle – 16 days @ 9.5 hours

- 23.1.2(b) 17 day 4 week cycle – 16 days @ 9.0 hours & 1 day @ 8 hours
- 23.1.2(c) 18 day 4 week cycle – 17 days @ 8.5 hours & 1 day @ 7.5 hours
- 23.1.2(d) 19 day 4 week cycle – 19 days @ 8.0 hours
- 23.1.2(e) 20 day 4 week cycle – 20 days @ 7.6 hours
- 23.1.3 The maximum hours an Employee shall work in a week is 52.5 hours and the maximum hours worked in a 4 week cycle shall not exceed 168 hours, with all arrangements for variable working hours made in intervals of 15 minutes.
- 23.1.4 An Employee shall not work more than 10.5 hours in any single day unless an emergency is declared under the *Emergency Management Act 2005* or the *Bush Fires Act 1954* and then the maximum shift can be extended to 12.0 hours for a maximum period of 4 days and then 10.5 hours for each day thereafter.
- 23.1.5 A full-time employee must commence their daily shift between the hours of 7.00am and 9.30am and must complete their shift between the hours of 3.00pm and 6.00pm.
- 23.1.6 A full-time employee is to take an unpaid meal break of no less than 30 minutes and no longer than 2.0 hours between the hours of 11.30am and 2.00pm.
- 23.1.7 Adequate staff levels within each team are to be rostered during the core service hours of 9.00am and 4.30pm to meet operational and customer service requirements.
- 23.1.8 Unless by mutual agreement, an Employee or the Supervisor shall supply a minimum of one (1) months notice if a change in the roster or the working arrangements is required.
- 23.1.9 Although the City recognises that Mondays and Fridays may be the Employees choice for rostering a day off, they may be taken on any day between Monday and Friday with the mutual agreement of both parties.
- 23.1.10 Rostered time off should be taken at the time they are due to be taken and in accordance with the team roster.
- 23.1.11 In circumstances where Employees wish to take accrued hours during their rostered customer service periods, it is the responsibility of that Employee to negotiate with their team members to arrange cover.
- 23.1.12 Employees must actively participate in open communication and teamwork to ensure that external customer service requirements are met at all times.
- 23.1.13 Supervisors will not unreasonably withhold approval for the Employee to use their rostered days off or accrued time in lieu.

## 24 BANKING OF HOURS

- 24.1 Notwithstanding the above **clause 23** - Rostered days off (RDO) and variable work arrangements, with the agreement of the Supervisor, should it be necessary to work additional hours to meet operational demands then Employees may work up to 15.2 hours (two standard days) in excess of the hours required in the rostered 4 week cycle period to be banked at single time rates at no cost to the City, provided;
  - 24.1.1 That banked hours are cleared as time in lieu at ordinary rates of pay within the following roster period and arrangements are made to cover the core customer service hours through the team roster.
  - 24.1.2 Banked hours not cleared within the 4 week cycle following the accrual shall be forfeited unless prior approval has been sought from the Supervisor for the banked hours to be paid as overtime (at single time rates) or carried forward into the next 4 week cycle.
  - 24.1.3 However, where an employee is unable to clear their banked hours within the following 4 week cycle, having been denied the time off for operational reasons, the banked hours shall be carried forward to the next 4 week cycle.

- 24.1.4 Banked hours in excess of 15.2 hours must first be approved by the Supervisor and the cap of banked hours shall be 38 hours in any period.
- 24.2 Subject to the provisions above, any time worked outside the normal pattern as described above shall be treated as overtime.
- 24.3 Should an Employee, upon termination, have hours banked, such time shall be paid at single time rates.

## 25 OVERTIME

### 25.1 Penalties

- 25.1.1 Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours in accordance with clause 21 – Ordinary hours of work, subject to clauses 23 and 24, and except as hereinafter provided, shall be paid for at the rate of time and a half for the first two hours of overtime on any day and double time thereafter.
- 25.1.2 All time worked after twelve noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.
- 25.1.3 All time worked on a Public holiday as prescribed in clause 27- Public holidays, outside ordinary hours shall be paid for at the rate of double time and a half.
- 25.1.4 In computing overtime, each day shall stand alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.

### 25.2 Authorisation

- 25.2.1 No overtime shall be worked without the approval of the City unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

### 25.3 Recall

#### 25.3.1 Payment for recall

- 25.3.1(a) An Employee recalled to work overtime, whether notified before or after he/she leaves the City's premises, shall be paid for a minimum of three hours work at the appropriate rate for each time he/she is so recalled, provided that the Employee shall not be required to work the period for which he/she is entitled to be paid pursuant to this subclause if the work he/she is recalled to perform is completed in a shorter period.
- 25.3.1(b) Provided that this subclause shall not apply when the overtime worked is continuous with the commencement or completion of ordinary working hours or for rostered overtime.
- 25.3.1(c) Rostered overtime shall mean a particular type of work the City requires to be done on a regular basis that necessitates one or more person being put on a roster to perform work in excess of ordinary hours.
- 25.3.1(d) Further, provided where an Employee is called out for duty more than once within the period of three hours from the start of the initial call-out for duty, the Employee shall not be entitled to any further payment for time worked within that period of three hours.
- 25.3.1(e) Where the recall overtime worked extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

25.3.2 An Employee, who is required by the City to attend a meeting which commences outside of, or is not continuous with, his/her ordinary hours of duty and who is advised of this requirement before his/her actual knock-off time on the day in question, shall be paid as for a minimum of two hours' work at the appropriate rate.

#### 25.4 Ten hour break

25.4.1 An Employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times shall be released after the completion of such overtime until he/she has had ten (10) hours off duty, without loss of pay for ordinary working time occurring during such an absence, provided that a lesser period than ten (10) hours may be agreed between the Supervisor and the Employee.

25.4.2 If such Employee is instructed to resume or continue work without having such ten (10) consecutive hours off duty, or such other lesser period as agreed, an Employee shall be paid at double ordinary rates until released from duty for such period, and shall then be entitled to be absent until the Employee has had ten (10) consecutive hours, or such other lesser period as agreed, off duty without loss of pay for ordinary working time occurring during such absence.

#### 25.5 Agreed allowance in lieu of overtime

25.5.1 Notwithstanding the provisions of this clause the Employee and the City may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime penalties, provided that the value of the agreement is maintained compared with the primary provisions of this clause.

#### 25.6 Reasonable Overtime

25.6.1 Subject to subclause 25.6.3 the City may require an Employee to work reasonable overtime to be either banked to be taken as time in lieu or paid out at overtime rates.

25.6.2 Employees classified as a Designated Manager or on Level 8 or above may be required to work reasonable unpaid overtime in accordance with the remainder of this clause. Where this unpaid overtime is occurring on such a regular basis that the employee deems it to be unreasonable, that employee may claim the additional hours to be banked or paid out as overtime.

25.6.3 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- 25.6.3(a) any risk to Employee health and safety;
- 25.6.3(b) the Employee's personal circumstances including any family responsibilities;
- 25.6.3(c) the needs of the workplace or enterprise;
- 25.6.3(d) the notice (if any) given by the Supervisor of the overtime and by the Employee of his or her intention to refuse it; and
- 25.6.3(e) any other relevant matter.

25.6.4 Any Employee in doubt over what is reasonable or unreasonable overtime, whether paid or unpaid, should utilise the Dispute Settlement Procedure in this Agreement as the best way to resolve the matter.

**PART E - LEAVE****26 ANNUAL LEAVE****26.1 Period and payment of leave**

- 26.1.1 Except as hereinafter provided, a period of four weeks' leave with payment shall be allowed annually to a full-time Employee by the City provided that the City and an Employee may agree on alternative arrangements of the taking of such leave.
- 26.1.2 The accrual of annual leave occurs every fortnight.
- 26.1.3 An Employee before going on leave may be paid the ordinary salary he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on leave during the relevant period.
- 26.1.4 During a period of annual leave an Employee shall receive a loading of 17.5% calculated on the rate of ordinary salary prescribed by this agreement.
- 26.1.5 By agreement between the City and an Employee, the 17.5% loading may be cash out and included as a component in the Employee's salary.
- 26.1.6 In addition, an Environmental Health Officer shall be allowed one week's leave (as compensation for other circumstances of employment) with payment of ordinary salary after a period of twelve months' continuous service with the City. Where such Employee is engaged for part of a qualifying twelve monthly period, he/she shall be entitled to have the period of annual leave to which he/she is entitled under this clause increased by 1/12th of a week for each completed month he/she is continuously so engaged.

**26.2 Annual leave and public holidays**

If any prescribed holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid.

**26.3 Leave on termination**

- 26.3.1 Accrued unused annual leave is paid out on termination.
- 26.3.2 The 17.5% annual leave loading is not applied to the unused leave paid out on termination.

**26.4 Absence from work**

- 26.4.1 Any time in respect of which an Employee is absent from work, except time for which he/she is entitled to claim personal leave or time spent on holidays or annual leave or workers compensation as prescribed by this agreement, shall not count for the purpose of determining his/her right to annual leave.

**26.5 Taking of leave**

- 26.5.1 Annual leave shall be given and taken at such a time or at such times that are mutually convenient to the City and the Employee. Management agreement to leave is subject to operational requirements

- 26.5.2 In special circumstances, and with the consent of Management, an Employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding three (3) years after the date when the leave accrued due.

## 26.6 Christmas close-down

Notwithstanding anything else herein contained, an employer who observes a Christmas close-down for the purpose of granting annual leave to one or more teams of his/her work force, may require an employee to take his/her annual leave in not more than two periods. For the purposes of this subclause, the period of annual leave may be less than one week.

## 26.7 Annual leave and parental leave

- 26.7.1 Notwithstanding anything else contained herein, an Employee granted leave under clause 30 - Parental leave, may at the commencement of such leave utilise any pro rata leave accrued under this clause.

## 26.8 Leave in advance

- 26.8.1 In special circumstances at the discretion of Management pro rata annual leave may be given in advance of accruing the entitlement.
- 26.8.2 Any entitlement to leave and/or payment under 26.1 - Period and Payment of Leave or 26.3 - Leave on termination hereof, will be reduced by the amount of leave and payment granted under this subclause.

## 26.9 Employees exempted

- 26.9.1 This clause shall not apply to Casual Employees.

# 27 PUBLIC HOLIDAYS

- 27.1 An Employee shall be entitled to holidays on the following days:

- 27.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- 27.1.2 The following days, as prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- 27.1.3 Foundation Day, as prescribed in Western Australia.

## 27.2 Holidays in lieu

- 27.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- 27.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- 27.2.3 When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 27.2.4 Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in 27.1 above, those days shall constitute additional holidays for the purpose of this agreement.

## 27.3 Substitute holidays

- 27.3.1 The City and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected

Employees shall constitute agreement. Any such agreement shall be recorded in writing and be available to every affected Employee.

- 27.3.2 Provided that the National Aboriginal and Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays contained herein. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between Management and the Employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with the disputes resolution procedures provided in this agreement.
- 27.3.3 When a holiday mentioned in 27.1, and 27.2, other than Easter Saturday falls on an Employee's RDO, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the Supervisor.
- 27.3.4 When an Employee is required to be on duty on any of the holidays prescribed in 27.1 and 27.2 hereof, the Employee shall be entitled to payment as follows:
- 27.3.5 When an Employee is required to be on duty on any of the holidays such Employee shall be allowed payment for all time worked at the rate of double time and one half; or
- 27.3.6 By agreement, between the Supervisor and the Employee concerned, the Employee may be granted time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time.

#### 27.4 Days in lieu

- 27.4.1 In lieu of the two additional holidays applicable prior to 29 February 1996, (the day after New Years Day and Easter Tuesday), the following provisions shall apply in recognition of WA public service standards.
- 27.4.2 On the working day after the New Years Day holiday and Easter Tuesday each year an Employee who is scheduled to work those days or is on paid leave shall become entitled to a day's paid absence in lieu for each of the two holidays previously observed.
- 27.4.3 Further, an Employee who works a roster and is on a rostered day off on either the working day after the New Year's Day holiday or Easter Tuesday shall also be entitled to a day's paid absence in lieu of each of the two holidays previously observed.
- 27.4.4 The days in lieu are to be taken in the year in which they fall due and at the convenience of the City.
- 27.4.5 Should either or both of these two paid days of absence be deleted as a public service entitlement by a further notice, regulation or legislation, the right to the paid day(s) of absence in 27.4.2 shall be immediately deleted.

## 28 PERSONAL LEAVE

The provisions of this clause apply to full time and regular part time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 9.4.

### 28.1 Amount of Paid Personal Leave

- 28.1.1 Paid personal leave is available to an Employee when they are absent:
- 28.1.2 due to personal illness or injury; or

28.1.3 for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave) or who requires care due to an unexpected emergency.

28.1.4 The amount of personal leave to which an Employee is entitled depends on how long they have worked for the City as indicated below

Length of time worked for the City	Personal leave credited (days)
On commencement	10
On commencement of 2nd and 3rd year of continuous service	10
On commencement of 4th and subsequent years	12

**28.2 Accumulation of personal leave**

28.2.1 In the first, second and third years, unused personal leave accrues by the lesser of:

28.2.2 Ten (10) days less the total amount of personal leave taken during the year; or

28.2.3 the balance of the year's unused personal leave.

28.2.4 In the fourth and subsequent years of employment, unused personal leave accrues by the lesser of:

28.2.5 twelve (12) days less the total amount of personal leave taken during the year; or

28.2.6 the balance of the years unused personal leave.

**28.3 Personal leave for personal injury or sickness**

28.3.1 An Employee is entitled to use a portion of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

**28.4 Personal leave to care for an immediate family or household member**

28.4.1 Subject to 28.4.2 and 28.4.3, a full-time Employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

28.4.2 The entitlement in 28.4.1 is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

28.4.3 Except as provided for in 28.4.4, not more than ten (10) days of personal leave can be used in a year, by an Employee for the purposes set out in 28.4.1. A year is defined as commencing and ending on the anniversary of the employee's start date within the organisation. These limits apply to the Employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.

28.4.4 By agreement between the City and an individual Employee, the Employee may access an additional amount of their accrued personal leave for the purposes set out in 28.4.1, beyond the relevant limit set out in 28.4.3. In such circumstances, the City and the Employee shall agree upon the additional amount that may be accessed.

## 28.5 Giving of Notice

- 28.5.1 The Employee when taking personal leave for personal illness or injury or to care for an immediate family member as specified in clause 28.4 must notify their Supervisor of their absence as soon as reasonably practicable. It may be before or after the leave starts.
- 28.5.2 When taking personal leave for personal illness or injury, the notice must indicate that the Employee requires leave because of personal illness or injury to the Employee
- 28.5.3 When taking personal leave to care for an immediate family member, the notice must be to the effect that the Employee requires leave to provide care or support to a member of the Employee's immediate family or household as they are suffering either a personal illness, injury or an unexpected emergency.

## 28.6 Evidence supporting the claim

- 28.6.1 When taking leave for personal illness or injury, the Employee shall not be required to produce a certificate from a medical practitioner with respect to absences of three (3) days or less, unless after three (3) such absences, of 3 days or less, in any year of service, the City will request in writing that the next absences in that year if any, shall be accompanied by such certificate or other proof as required by the remainder of this clause. A year is defined as commencing and ending on the anniversary of the employee's start date within the organisation.
- 28.6.2 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 28.6.1, establish by production of:
- 28.6.3 medical certificate from a registered health practitioner stating that the employee was or will be unfit for work due to personal injury or illness or
- 28.6.4 if it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.
- 28.6.5 When taking leave to care for members of their immediate family or household who are sick and require care and support or who require care due to unexpected emergency, the Employee must, if required by the Supervisor, establish by production of a medical certificate from a registered health practitioner or, if it is not reasonably practicable to provide a medical certificate, the Employee may provide a statutory declaration, stating that a member of the Employees immediate family or household has had or will have a personal injury or illness in the period requiring care by the Employee.

## 28.7 The effect of workers' compensation

The provisions of this clause with respect to payment do not apply where an employee is receiving workers' compensation payments;

## 28.8 Personal leave during annual leave

- 28.8.1 Subject to the provisions of this subclause, the provisions of this clause apply to an Employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an Employee may apply for and the City shall grant paid personal leave in place of paid annual leave.
- 28.8.2 Application for replacement shall be made within seven (7) days of resuming work and then only if the Employee was confined to his/her place of residence or a hospital as a result of his/her personal ill health or injury for a period of five (5) consecutive working days or more and he/she produces a certificate from a registered medical practitioner that he/she was so confined. Provided that the

provisions of this paragraph do not relieve the Employee of the obligation to advise the Supervisor of their absence as soon as reasonably practical if he/she is unable to attend for work on the working day next following his/her annual leave.

- 28.8.3 Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the Employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
- 28.8.4 Where paid personal leave has been granted by the City in accordance with 28.5 of this subclause, that portion of annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the Supervisor and the Employee or, failing agreement, shall be added to the Employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions applying to annual leave.
- 28.8.5 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 26 – Annual leave, shall be deemed to have been paid with respect to the replaced annual leave.

## 28.9 Unpaid personal leave

- 28.9.1 Where an Employee has exhausted all paid personal leave entitlements, he/she is entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Management and the employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid leave per occasion, provided the appropriate notice is given in accordance with 28.5 and the Employee provides evidence to support the claim in accordance with 28.6.
- 28.9.2 Unpaid carers leave may only be taken after the employee has exhausted their other paid personal/carers leave entitlements or by agreement between employee and employer.
- 28.9.3 A period of unpaid carers leave does not break an employee's continuity of service. However it doesn't count as service, except where expressly provided for by:
- 28.9.4 a term or condition of the employees employment
- 28.9.5 a law or instrument under a Commonwealth, State or Territory law.
- 28.9.6 The employee meets the requirements of 28.4.4 & 28.5.3

## 29 COMPASSIONATE LEAVE

### 29.1 Paid leave entitlement

- 29.1.1 A permanent Employee may take compassionate leave when a member of the Employee's immediate family or household member:
- 29.1.2 contracts or develops a personal injury or illness that poses a serious threat to their life, or
- 29.1.3 dies

- 29.1.4 Two days per occasion may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the Supervisor and Employee. Employees are reminded that this paid leave entitlement is to allow the employee time away from work to grieve their loss and is not only to allow time for the employee to tend to family or household responsibilities.
- 29.1.5 Two additional days of paid leave shall be granted if the employee is undertaking to travel to the funeral, passing or other significant event in relation to 29.1.1 of an immediate family or household member that is occurring at a place located outside the Great Southern Region for the purpose of travel.
- 29.1.6 The Employee must abide by notice requirements specified in 28.5
- 29.1.7 The Employee must abide by the evidence requirements specified in 28.6

## 29.2 Part-time employees

- 29.2.1 A part-time Employee is entitled to compassionate leave on the same basis as prescribed for full-time Employees in 29.1 – Paid leave entitlement except that leave is only available where the part-time Employee would normally work on either or both of the two working days following the death or incident.

This clause does not apply to casual employees.

## 30 PARENTAL LEAVE

- 30.1 Subject to the terms of this clause Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. The provisions of this clause apply to full time, part time and eligible casual Employees, but do not apply to other casual Employees.
- 30.2 An eligible casual Employee means a casual Employee:
- 30.2.1 employed by the City on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - 30.2.2 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 30.3 For the purposes of this clause, 'continuous service' is work for the City on a regular and systematic basis (including any period of authorised leave or absence).
- 30.4 The City must not fail to re-engage a casual Employee because:
- 30.4.1 the Employee or Employee's spouse is pregnant; or
  - 30.4.2 the Employee is or has been immediately absent on parental leave.
- 30.5 The rights of the City in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- 30.6 **Basic Entitlement**
- 30.6.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
  - 30.6.2 Subject to 30.11, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
    - 30.6.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

- 30.6.2(b) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

### 30.7 Variation of Parental leave

- 30.7.1 Where an Employee takes leave under clause 30.6 or 30.8, unless otherwise agreed between Management and the Employee, an Employee may apply to Management to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 30.6 or 30.8.

### 30.8 Right to Request

- 30.8.1 An Employee entitled to parental leave pursuant to the provisions of clause 30.6 may request Management to allow the Employee:

- 30.8.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 30.6.2(a) and 30.6.2(b) up to a maximum of eight weeks;
- 30.8.1(b) to extend the period of unpaid parental leave provided for in clause 30.6.1 by a further continuous period of leave not exceeding 12 months;
- 30.8.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age to assist the Employee in reconciling work and parental responsibilities.

- 30.8.2 Management shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the City's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 30.8.3 Employees request and the employers decision to be in writing

- 30.8.4 The Employees request and the City's decision made under clauses 30.8.1(b) and 30.8.1(c) must be recorded in writing.

#### 30.8.5 Request to return to work part-time

- 30.8.5(a) Where an Employee wishes to make a request under clause 30.8.1(c), such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the Employee is due to return to work from parental leave.

### 30.9 Maternity leave

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

- 30.9.1(a) of the expected date of birth (included in a certificate from a registered health practitioner stating that the Employee is pregnant) - at least ten (10) weeks;
- 30.9.1(b) of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four (4) weeks.

- 30.9.2 When the Employee gives notice under 30.9.1(a) the Employee must also provide a statutory declaration the following:

- 30.9.2(a) The first and last days of any other authorised leave to be taken (or already taken by the Employee because of her pregnancy or the expected birth, this does not include provisions under clause 30.10;
- 30.9.2(b) any period of paternity leave sought or taken by her spouse
- 30.9.2(c) the Employee intends to be the primary carer of the child at all times while on maternity leave; and
- 30.9.2(d) that for the period of maternity leave the Employee will not engage in any conduct inconsistent with her contract of Employment;
- 30.9.3 An Employee will not be in breach of this clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.
- 30.9.4 Subject to 30.6.1 and unless agreed otherwise between Management and the Employee, an Employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.
- 30.9.5 Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth:
  - 30.9.5(a) Management may require the Employee to provide a medical certificate stating that she is fit to work in her present position, or
  - 30.9.5(b) whether it is inadvisable for the Employee to continue to work in their current position because of illness or risks, arising out of the pregnancy or hazards connected with the position.
  - 30.9.5(c) if the Employee fails to provide a medical certificate Management can direct the Employee to commence maternity leave.

### 30.10 Employee safety

- 30.10.1 In some circumstances it may be inappropriate for an Employee to continue in her job while pregnant either because the work is too hazardous or resulting because of the pregnancy, the Employee is ill or there are particular risks with the pregnancy, in these instances the employee may be transferred to another safe job, provided:
  - 30.10.1(a) the Employee provides a medical certificate stating that, the work is hazardous or it is inadvisable for the Employee to continue in the current position because of the risk to the Employee.
  - 30.10.1(b) in these circumstances the Employee is entitled to be transferred to a safe job without any other changes to the Employees terms and conditions of employment.
  - 30.10.1(c) if the employer does not think it practicable to provide the employee with other safe employment, the employee is entitled to, or may be directed to, commence paid leave. This leave is in addition to any other paid leave the employee is entitled such as annual leave or personal leave and will be paid at the employees basic periodic rate of pay immediately before the period begins and will end at either of the following dates:
    - 30.10.1(c)(i) the date on the medical certificate
    - 30.10.1(c)(ii) the day prior to the birth of the child
    - 30.10.1(c)(iii) where the pregnancy does not result in the birth of a living child, the day before the pregnancy ends.

30.10.1(d) Leave of this type does not reduce the employee's entitlement to 52 weeks of unpaid leave.

### 30.11 Special maternity leave

30.11.1 if an employee takes special maternity leave she will be required to provide her employer with as soon as reasonably practicable:

30.11.1(a) an application for special maternity leave stating the first and last ten days of the maternity leave, and

30.11.1(b) if the employee has a pregnancy related illness - a medical certificate confirming the illness and that the employee is unfit to work, or

30.11.1(c) if the employees pregnancy has ended – a medical certificate or statutory declaration may be requested by the City

30.11.2 the employee will be entitled to the period of special maternity leave as indicated on the medical certificate.

30.11.3 Where an Employee is suffering from an illness not related to the direct consequences of the birth, an Employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

30.11.4 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered health practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

### 30.12 Recommencement date

Where leave is granted under 30.9.4, during the period of leave an Employee may return to work at any time, as agreed between the City and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

### 30.13 Return to work

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

30.13.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to 30.10 the Employee will be entitled to return to the position they held immediately before such transfer.

30.13.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### 30.14 Paternity Leave

30.14.1 Eligibility to paternity leave as specified in clause 30.6.

30.14.2 All eligible Employees including eligible casual employees have an entitlement to paternity leave up to a maximum of 52 weeks, in respect to the birth of their child if the Employee is the child's primary care giver.

30.14.3 The period of paternity leave will be less than 52 weeks if the Employee, or the Employees spouse, takes any other related leave such as maternity leave.

30.14.4 Types of paternity leave:

- 30.14.4(a) Short paternity leave is a unbroken period of unpaid leave up to one week starting on the day the employees spouse gives birth. Notification requirements are a minimum of 14 days prior to the birth.
- 30.14.4(b) Long paternity leave is a single unbroken period of unpaid leave other than short paternity leave, taken by a male employee after his spouse has given birth so that the employee can be the child's primary care giver. Long paternity leave cannot run concurrently with maternity leave taken by the employee's spouse. Notification requires are a minimum of 10 weeks prior to the birth.
- 30.14.5 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:
  - 30.14.5(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
  - 30.14.5(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
  - 30.14.5(c) except in relation to leave taken simultaneously with the child's mother under clauses 30.6.2(a), 30.6.2(b) and 30.8.1(a), a statutory declaration stating:
    - 30.14.5(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;
    - 30.14.5(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and
    - 30.14.5(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 30.14.6 The employee will not be in breach of 30.14.5 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- 30.14.7 Return to work conditions as specified in 30.13

### 30.15 Adoption leave

- 30.15.1 Eligibility for adoption leave as specified in 30.6.
- 30.15.2 Types of adoption leave
  - 30.15.2(a) Pre adoption leave - up to two days unpaid leave to attend interviews or examinations required to obtain approval to adopt an eligible child
  - 30.15.2(b) Short adoption leave is a unbroken period of unpaid leave up to three weeks starting on the day of placement of an eligible child with the employee.
  - 30.15.2(c) Long adoption leave is a single unbroken period of up to 52 weeks taken by the employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary care giver.
- 30.15.3 Notification requirements of intention to adopt. Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
  - 30.15.3(a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - 30.15.3(b) the first and last days of adoption leave sought or taken by the employee,
  - 30.15.3(c) the first and last days of adoption leave sought or taken by the employee's spouse,
  - 30.15.3(d) the date on which the child will be placed in the employees care,

- 30.15.3(e) that the child is an eligible child,
- 30.15.3(f) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 30.15.4 A statement from the adoption agency outlining the date of placement of an eligible child is required prior to the commencement of the adoption leave.
- 30.15.5 Application for leave
  - 30.15.5(a) Short adoption leave 14 days before the placement of the child
  - 30.15.5(b) Long adoption leave the employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 30.15.6 Return to work conditions as specified in **30.13**

### 31 LEAVE WITHOUT PAY

- 31.1 Staff may apply for leave without pay based on merit and/or special circumstances and in writing for approval by the City. If the application is rejected the reasons shall be provided to the Employee in writing.

### 32 PURCHASED LEAVE

- 32.1 The City and an Employee may agree to enter an arrangement whereby the Employee can purchase one or two weeks additional annual leave in each calendar year. The Employee can agree to take a reduced salary spread over the 52 weeks of the year and receive the following amounts of additional leave:

Number of weeks' salary spread over 52 weeks	Number of additional weeks leave purchased
50 weeks	2 weeks
51 weeks	1 week

- 32.2 Participation in the scheme is by application and, if rejected, the City shall provide the reasons for denial of the application in writing.
- 32.3 The additional leave purchased is to be taken subject to the agreement and operational convenience of the City and will be approved using the City's normal annual leave application process.
- 32.4 The purchased leave will not be accrued from year to year.
- 32.5 In the event that the Employee is unable to take such leave, their salary will be adjusted on the last pay period in January to take into account time worked during the previous year that was not included in their salary.
- 32.6 The 17.5% loading for annual leave is not applicable for any period of purchased leave.

### **33 CULTURAL LEAVE**

- 33.1 The City, in recognising all cultures within the workforce, shall allow staff to take approved leave to attend a recognised Cultural National Day of Celebration relating to their cultural heritage. The leave is to be approved by the supervisor in advance and shall be in the form of an accrued Rostered Day Off, Time in Lieu or Annual Leave.
- 33.2 This clause shall also be read in conjunction with the City of Albany Aboriginal Accord and clause 27.3.2 of this Agreement which provides Employees the opportunity to substitute a Public Holiday for the National Aboriginal and Islander Day of Celebration.

### **34 LONG SERVICE LEAVE**

- 34.1 Employees shall be entitled to 13 weeks Long Service Leave after 10 years of continuous service, and another 13 weeks for every seven (7) years of continuous service thereafter.
- 34.2 Pro rata long service leave shall be payable on retirement, redundancy or voluntary termination after seven (7) years of continuous service.
- 34.3 All other conditions remain in accordance with the Long Service Leave (Local Government) Regulations that may be varied from time to time.
- 34.4 The parties recognise that this clause provides a benefit greater than that which is provided for in the Long Service Leave (Local Government) Regulations and thereby the parties recognise the additional entitlement is not portable to another Local Government Authority.

### **35 JURY SERVICE & EMPLOYEES SUBJECT TO SUBPOENAE**

- 35.1 The City shall release Employees subject to subpoena or for the purpose of jury service without loss of pay. Proof of subpoena or the call to participate in jury service may be required by Management.

## PART F – OTHER CONDITIONS

### 36 REDUNDANCY AND REDEPLOYMENT

#### 36.1 Redundancy

36.2 Where an Employee's position becomes redundant as a result of workplace change, unsuccessful competitive tendering, restructure, amalgamation, privatisation or closure of teams or team of the work force covered by this Agreement, the following shall apply:

36.2.1 if an employee is to be made redundant or offered a redundancy, that employee shall be presented by the City with detailed workings of the full entitlement due to the employee upon termination, including accrued entitlements, prior to the employee accepting the redundancy.

36.2.2 The parties recognise that if an employee is redundant, then the Employee shall receive the following benefits upon leaving the organisation:

36.2.2(a) 12 weeks notice, with seven point six (7.6) hours per week paid leave to seek other employment. The City only provides this during the notice period of termination. The seven point six (7.6) hours per week need not be consecutive.

36.2.2(b) An additional one week's pay or notice, if the employee is 45 years of age or over

36.2.2(c) Severance pay based on completed years of service with the City of three (3) weeks pay for each completed year of service and up to a maximum of 52 weeks plus all unused leave entitlements.

36.2.2(d) The employee may elect to work less than the twelve weeks notice and still enjoy the benefits of subclauses 36.2.2(a) and 36.2.2(b) of this clause, however, such employee shall only receive payment for that much of the notice period that the employee works.

36.2.2(e) This clause shall not apply to casual and probationary employees and those employed on contracts for specific periods or projects.

#### 36.3 Redeployment

36.3.1 Where an opportunity is identified by the organisation for redeployment at a lower level and the Employee accepts the position, the reclassification at the lower level will apply, however a 12-week period of grace will apply where benefits will be maintained.

36.3.2 During this period the Employee will assess their appropriateness for the new role and shall have the option during this 12 weeks to claim redundancy.

36.3.3 Any period spent in redeployment, after which the Employee reverts to redundancy, shall count towards the 12 weeks notice period.

36.3.4 The Employee shall be provided with the opportunity to undertake training and development as determined by the staff appraisal process.

#### 36.4 Transmission of business

36.4.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- 36.4.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- 36.4.1(b) Where the employee rejects an offer of employment with the transmittee:
  - 36.4.1(b)(i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
  - 36.4.1(b)(ii) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

### 36.5 Exemptions

- 36.5.1 Redundancy and Redeployment as specified in clause 36, does not apply to:
  - 36.5.1(a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
  - 36.5.1(b) probationary Employees;
  - 36.5.1(c) apprentices;
  - 36.5.1(d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
  - 36.5.1(e) Employees engaged for a specific period of time or for a specified task or tasks; or
  - 36.5.1(f) casual Employees.

### 36.6 Redundancy Disputes

- 36.6.1 Where the City contemplates terminating an Employee's employment due to redundancy and a dispute arises, the City will provide affected Employees with relevant information including:
- 36.6.2 The reasons for the proposed redundancy
- 36.6.3 The number and categories of workers likely to be affected; and
- 36.6.4 The period over which any proposed redundancies are intended to be carried out
- 36.6.5 Where a redundancy dispute arises and discussions occur in accordance with this clause Management will; as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the Employees concerned.

## 37 EMPLOYEE ASSISTANCE PROGRAM

- 37.1 The City will continue to provide Employee Assistance Program funding that allows confidential access to professional counselling for all employees wishing to access such counselling to help to resolve personal problems such as:
  - 37.1.1 Emotional problems
  - 37.1.2 Marital or family concerns
  - 37.1.3 Relationship difficulties
  - 37.1.4 Financial concerns
  - 37.1.5 Alcohol or other drug problems, or
  - 37.1.6 Problems such as those above that may result in conflict and absenteeism.

- 37.2 Employees are reminded that problems primarily stemming from issues within or from the workplace should be resolved through the use of the Dispute Settlement Procedure in **clause 40** of this Agreement, or other appropriate formal grievance procedure in the workplace.

## 38 SELF MANAGED WORK TEAMS

- 38.1 Self Managed Work Teams are those which:
- 38.1.1 Share the responsibility for a work process, in whole or in part, which delivers a product or service to an internal or external customer;
  - 38.1.2 Work together to improve their operations, handle day to day problems, plan and control their work and trial new initiatives.
- 38.2 The parties will promote the principle of empowerment by allowing Employees more scope in planning and decision making in relation to performance in areas such as, but not limited to:
- 38.2.1 Safety
  - 38.2.2 Productivity
  - 38.2.3 Quality
  - 38.2.4 Timely service delivery
  - 38.2.5 Resource utilisation
  - 38.2.6 Training
  - 38.2.7 Process improvements
  - 38.2.8 Scheduling people
  - 38.2.9 Work assignments
- 38.3 Local Work Area Arrangements can apply to self managed work teams and form Annexes to this agreement. Provisions of a Local Work Area Arrangement override the provisions of this agreement where any inconsistencies may arise.
- 38.4 The parties are committed to undertake the necessary training and identification of resources required for the implementation of self managed work teams.
- 38.5 The prime role of the organisation in the development of self-managed work teams is to:
- 38.5.1 Provide vision
  - 38.5.2 Transfer management responsibilities and authority to teams
  - 38.5.3 Facilitate external relationships
  - 38.5.4 Provide resources
  - 38.5.5 Plan longer term
  - 38.5.6 Provide training
  - 38.5.7 Support Supervisors and Designated Senior Employee's career development

## 39 TRAVEL REIMBURSEMENT

- 39.1 Where a Supervisor and an Employee agrees to use their own vehicle for work purposes travel will be carried out during work hours. The City will ensure that the Employees vehicle is covered with vehicular insurance (at the City's expense) whilst engaged in work-related activities only and the Employee will be reimbursed to the value of all necessary fuel receipts plus 23% in recognition of wear & tear on vehicle.

## 40 DISPUTE SETTLEMENT PROCEDURE

- 40.1 The following procedure shall be followed to facilitate the resolution of a grievance, complaint, claim or dispute between the City and an employee or group of employees.
- 40.1.1 The Employee(s) in the first instance shall discuss the matter with their immediate Supervisor, Leading Hand or Senior. Where the matter cannot be satisfactorily resolved the Supervisor, Leading Hand or Senior shall within the five (5) working

- days refer the matter to a Manager or Co-ordinator with the Employee(s) being advised accordingly.
- 40.1.2 If the dispute directly involves the Employee(s)' immediate Supervisor, Leading Hand or Senior then this procedure shall still be initiated at subclause [40.1.3](#)
- 40.1.3 The Manager or Co-ordinator, where possible, will answer the matter raised within five (5) working days of it being referred to them. If the Manager or Co-ordinator is unable to resolve the matter he/she shall refer the matter to the appropriate Executive Director and advise the employee(s) and their nominated representative accordingly.
- 40.1.4 If the dispute directly involves the employee(s)' Manager or Co-ordinator then this procedure shall be initiated at subclause [40.1.5](#)
- 40.1.5 The Executive Director, where possible, will answer the matter raised within five (5) working days of it being referred to them. If the Executive Director is unable to resolve the matter he/she shall refer the matter to the Chief Executive Officer and advise the employee(s) and their nominated representative accordingly.
- 40.1.6 If the dispute directly involves the employee(s)' Executive Director then this procedure shall be initiated at subclause [40.1.7](#).
- 40.1.7 The Chief Executive Officer shall consider the matter and advise the employee(s) and/or their nominated representative within ten (10) working days of the matter being referred to the Chief Executive Officer.
- 40.1.8 If the dispute directly involves the Chief Executive Officer then this procedure shall be initiated at subclause [40.1.9](#).
- 40.1.9 It is a term of this Agreement that while the Dispute Resolution Procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 40.1.10 Should the matter remain in dispute after the above processes have been exhausted, either party may refer the matter to a mediator for conciliation and/or arbitration.
- 40.1.11 Either party may refer the dispute to the Australian Industrial Relations Commission (the Commission) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.
- 40.1.12 If a party has referred the dispute to the Commission and arbitration is necessary the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 40.1.13 Any dispute referred to the Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 40.1.14 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 40.1.15 Nothing in this clause shall limit the right of an individual employee or any group of employees at any time, to seek advice from, or be represented by an appropriate representative.

## PART G – CLASSIFICATION DEFINITIONS

### 41 LEVEL 1

#### Characteristics of the Level

- This level is an introductory level for employees with no previous experience in the position to be filled.
- At this level, employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. Employees' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve employees in extensive on the job training including familiarisation with the goals and objectives of the team.
- Age from fifteen to twenty and to include any special circumstances.
- The entry point for adults with minimal skills or knowledge in local government or minimal relevant experience will be Level 1 Step 6. Progression to Level 2 for such employees will be automatic on the completion of twelve months satisfactory service.
- Supervision of other employees is not a feature at this level.

#### Requirements of the Job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the position policy and practices;
- no formal qualifications required at this level;
- it is desirable that employees are studying for an appropriate certificate;
- basic numeracy and written and verbal communication skills;
- at this level, employers are expected to offer substantial on the job training.

#### Responsibilities

To contribute to the operational objectives of the work area a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities;
- become familiar with established practices and procedures;
- learn basic interpersonal skills.

#### Organisational Relationships

- works under direct supervision.

#### Extent of Authority

- work outcomes are closely monitored;
- freedom to act limited by work practices relevant to the area, and to specific instructions;
- assistance readily available when problems arise;
- No scope for interpretation.

### 42 LEVEL 2

#### Characteristics of the Level

- At this level, employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques.
- General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this

level will be closely monitored with instruction and assistance being readily available.

- Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- Positions initially at this level will involve employees in extensive on the job training including familiarisation with the goals and objectives of the team.
- Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- Supervision of other employees is not a feature at this level.

### **Requirements of the job**

Some or all of the following are needed to perform work at this level:

Skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the team/department function and operation;
- adequate knowledge of work practices and policies of the relevant work area;
- basic knowledge of procedures and equipment relevant to the work area;
- basic numeracy, written and verbal communication skills relevant to the work area;
- no formal qualifications required at this level;
- at this level, employers are expected to offer continuing on the job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a support nature;
- undertake straightforward operation of equipment relevant to department / team;
- provide routine information to other departments and public;
- apply established practices and procedures;
- perform general duties.

### **Organisational Relationships**

- works under direct supervision.

### **Extent of Authority**

- work outcomes are regularly monitored;
- freedom to act limited by standards and procedures;
- Solutions to problems found in established procedures and instructions, assistance readily available.

## **43 LEVEL 3**

### **Characteristics of the Level**

- At this level, employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- General features at this level consist of performing functions that are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the employer. In addition, employees may be required to assist senior employees with specific projects.
- Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures. In addition employees at this level may be

required to assist in establishing procedures to meet the objectives of a minor function.

- Employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower classified employees.
- Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- Level 3 Step 4 is the appointment level for any graduate with a relevant three year degree who is required to undertake work related to that qualification.

### Requirements of the Job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- developing skills in oral, written and interpersonal communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies, regulations and statutory requirements relating to the work area;
- understanding of clear but complex rules;
- application of techniques relevant to the work area;
- no formal qualifications required; or
- appropriate post-trade certificate relevant to the work area; or
- entry point for three year degree/Associate Diploma/appropriate certificate without experience; or
- will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required; or
- appropriate on the job training and relevant experience.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes that are clearly defined;
- operate general workplace equipment, initiate corrective action at an elementary level;
- operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;
- provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers;
- provide para professional support to qualified employees;
- oversight the work of unqualified employees and/or take charge of a minor function within the local government;
- undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist senior employees with special projects;
- exercise operational responsibility for a single purpose complex;
- perform tasks requiring knowledge of established work practices and procedures relevant to the work area;
- where prime responsibility is to supervise outside employees:
- plan and coordinate the activities of employees within a single works function of local government;
- supervise the day-to-day operation of a minor works project;
- responsible for a minor works project/programme;
- where prime responsibility lies in a technical field:
- apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;

- responsible for a minor project.

### **Organisational Relationships**

where relevant, supervise minor works programmes/projects;

- works under regular supervision;
- oversee and guide a limited number of lower classified employees.

### **Extent of Authority**

- work outcomes monitored;
- freedom to act within established guidelines;
- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur.

## **44 LEVEL 4**

### **Characteristics of the Level**

- At this level employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior employee.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.
- At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- Employees will be responsible for managing and planning their own work and that of subordinate employees and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate employees with on-the-job training.
- It is desirable that three year degree holders shall progress to this level after the completion of twelve months service at the top of Level 3, after obtaining relevant experience and a satisfactory degree of competence. This is the appointment level for any graduate with a relevant four year degree who is required to undertake work related to that qualification.
- Employees with certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

### **Requirements of the Job**

Skills, knowledge, experience, qualifications and/or training:

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional, specialised or technical knowledge;
- working knowledge of statutory requirements relevant to the work area;
- ability to apply computing concepts;
- entry level for four year degree in the relevant discipline; or
- entry level for three year degree plus graduate diploma in the relevant discipline; or
- Associate diploma with experience; or
- Three year degree plus one year professional experience in the relevant discipline; or
- appropriate certificate with relevant experience; or

- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake responsibility for various activities in a specialised area and/or components of the works programme;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- supervise the work of other para professional employees;
- regularly undertake general inspections to enforce compliance with various acts, regulations, local laws and policies;
- advise landholders/local authorities/government employees on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with the relevant acts, codes, regulations, standards, local laws and council policies. Undertake inspections;
- undertake minor development assessment duties;
- exercise operational responsibility for a multi purpose complex;
- coordinate elementary community service programmes or a single programme at a more complex level;
- plan and coordinate elementary community based projects/programmes;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems;
- where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
  - undertake some minor phase of a broad or more complex assignment;
  - provide assistance to senior employees;
  - perform duties of a specialised nature;
- where the prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:
  - plan and coordinate minor works;
  - exercise responsibility for a number of minor works and determine objectives for the functions under their control;
- where the prime responsibility lies in a technical field, employees at this level:
  - perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
  - assist and review work done by subordinate employees.

### **Organisational Relationships**

- graduates work under direct supervision;
- works under general supervision;
- supervision of other employees;
- operate as a member of a professional team.

### **Extent of Authority**

- may set outcome/objectives for specific projects;
- graduates receive instructions on the broader aspects of the work;
- freedom to act within defined established practices;
- Problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

## 45 LEVEL 5

### Characteristics of the Level

- At this level, employees work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.
- General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition employees at this level may be required to supervise various functions within a work area or activities of a complex nature.
- Positions may involve a range of work functions that could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline.
- Work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- Employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate employees, where supervision is a component of the position, to achieve specific objectives.
- Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

### Requirements of the Job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- knowledge of statutory requirements relevant to work area;
- knowledge of team procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within the local government and/or service functions;
- specialists require an understanding of the underlying principles in the relevant disciplines;
- relevant four year degree with two years relevant experience or three year degree with three years of relevant experience; or
- Associate diploma with relevant experience; or
- lesser formal qualifications with substantial years of relevant experience; or
- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake activities that may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within the work area;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;
- provide support of a complex nature to senior employees;
- ensure plans, permits, applications comply with appropriate legislation;
- manage a multi purpose complex;
- undertake a wide range of activities associated with programme, activity or service delivery;
- where the prime responsibility lies in a professional field, employees at this level, would undertake at least some of the following:

- liaise with other professionals at a technical level;
- discuss techniques, procedures and/or results with clients on straight forward matters;
- lead a team within a discipline related project and/or a works programme;
- provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems;
- carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- perform a range of planning functions exercising knowledge of statutory and legal requirements;
- assist senior employees with the planning and coordination of a community programme of a complex nature;
- undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area;
- where the prime responsibility is to supervise the work of outside employees, employees at this level:
- exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
- assist senior employees with the establishment of work programmes of a complex nature;
- responsible for part of the works programme budget;
- where the prime responsibility lies in a technical field, employees at this level:
- undertake projects which impact on the teams and/or departments programmes;
- carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

#### **Organisational Relationships**

- works under general direction;
- supervises subordinate employees/contractors or works in a specialised field.

#### **Extent of Authority**

- required to set outcomes within defined constraints;
- provides specialist technical professional advice;
- freedom to act governed by clear objectives and/or budget constraints;
- solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

## **46 LEVEL 6**

#### **Characteristics of the Level**

- At this level employees are subject to general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the employer's goals.
- Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- General features at this level indicate the involvement in establishing teamal/departmental programmes and procedures. Positions will include a range of work functions and may involve the supervision of team or in the case of small local governments a department. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified employees.
- Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programmes in small local governments).

- Employees are required to set project priorities, plan and organise their own work and that of subordinate employees and establish the most appropriate operational methods for the team/department. In addition, interpersonal skills are required to gain the cooperation of clients and employees.
- Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/local government goals. Specialists may be required to provide multi disciplinary advice.

### Requirements of the Job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- knowledge of departmental programmes, policies and activities;
- sound discipline knowledge gained through experience;
- sound knowledge of the role of the employer's structure and service;
- relevant degree with relevant experience; or
- Associate diploma with substantial experience; or
- less formal qualifications with specialised skills sufficient to perform at this level; or
- attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- responsible for a range of functions within the team and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or team budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas: may exercise responsibility for a specialised area of the employer's operation;
- understanding all areas of equipment operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- undertake publicity assignments within the framework of the employer's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- where the prime responsibility lies in a professional field, employees at this level, would undertake at least some of the following:
  - under general direction undertake tasks of a specialised and/or detailed nature;
  - provide reports on progress of project activities including recommendations;
  - exercise professional judgement within prescribed areas that may include supervision of the function;
  - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
- exercise a high level of interpersonal skills in dealing with the public and other organisations;
- plan, develop and operate a community service programme of a moderately complex nature;
- exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;

- where prime responsibility is to supervise outside employees, employees at this level:
- exercise operational responsibility for works programmes;
- exercise judgement and initiative where procedures not clearly defined;
- establish work programmes in small local government;
- where prime responsibility lies in a technical field:
- leads teams on moderately complex technical projects;
- exercise significant initiative and judgement in the selection and application of established principles, techniques;
- supervise the work of other employees;
- provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

#### **Organisational Relationships**

- works under general direction;
- supervise other employees.

#### **Extent of Authority**

- exercise a degree of autonomy;
- control projects and/or programmes;
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

## **47 LEVEL 7**

#### **Characteristics of the Level**

- At this level, employees operate under limited direction from senior employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- General features at this level allow employees the scope to influence the operational activities of the team, department and/or local government. Employees at this level will be expected to contribute to the management of the team and/or department, assist/prepare budgets, establish procedures and work practices. In addition, employees at this level will be required to provide expert advice to lower classified employees.
- Positions at this level may be required to have responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work team and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or local government.
- Employees may exercise managerial responsibility for a work area, a large work programme, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programmes/activities.
- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area may identify positions at this level.
- Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate employees. Understand and implement effective human resource management practices.

#### **Requirements of the Job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- discipline/specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of programme activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of the employer's policies relevant to the team/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience; or
- Associate diploma with substantial experience; or
- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### **Responsibilities**

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the team and/or department, with other bodies and/or members of the public;
- control and coordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties that involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility lies in a professional field an employee at this level, would undertake at least some of the following:
  - provide support to a range of activities or programmes;
  - control and coordinate projects;
  - contribute to the development of new procedures and methodology;
  - provide expert advice/assistance relevant to the discipline;
  - supervise/manage the operation of a work area;
  - supervise on occasions other professional employees within the discipline;
  - provide consultancy services for a range of activities;
- where prime responsibility is to supervise outside employees, employees at this level:
  - control and coordinate the works programme within budgetary constraints;
  - supervise large outside work force and/or contractors;
  - exercise a degree of autonomy, within budgetary constraints, in establishing works programmes;
- where the prime responsibility is in a technical field, employees at this level:
  - undertake duties that involve more than one discipline;
  - contribute to the development of new techniques and methodology;
  - provide a consultancy service for a range of activities.

### **Organisational Relationships**

- works under limited direction;
- supervision of employees;
- Supervision of employees and/or contractors.

### **Extent of Authority**

- may manage a work area;
- exercise a degree of autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions and/or works programmes.

## 48 LEVEL 8

### Characteristics of the Level

- At this level, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or local government or operate as a specialist, a member of a specialised professional team, or independently.
- General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the employer and/or activities undertaken by teams of the community served by the local government. Employees will also be required to monitor policies and activities within the work area.
- Employees are involved in the formation/establishment of programmes, the procedures and work practices within the department and will be required to provide assistance to other employees, teams and/or departments.
- Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of the local government. Employees would be expected to undertake the control and coordination of a team, department and/or significant work area. Employees require a good understanding of the long-term goals of the employer.
- In addition positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.
- The management of employees is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their team and/or function and may be required to negotiate matters on behalf of the work area.

### Requirements of the Job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- comprehensive knowledge of the employer's policies and procedures;
- application of a high level of discipline knowledge;
- qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior employees and/or the employer;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a professional field employees at this level, would undertake at least some of the following:
- control and coordinate projects within an organisation in accordance with corporate goals;
- provide advice on policy matters and contribute to its development;

- provide a consultancy service to a wide range of clients;
- functions may involve complex professional problem solving;
- where prime responsibility is to supervise outside employees, employees at this level:
- develop and implement significant works programmes;
- review operations to determine their effectiveness;
- where prime responsibility is in a technical field, employees at this level:
- develop appropriate methodology and apply proven techniques in providing specialised technical services;
- exercise significant levels of initiative in the accomplishment of technical objectives.

#### **Organisational Relationships**

- works under limited direction;
- normally supervises other employees and establish and monitor work outcomes.

#### **Extent of Authority**

- manage work area of the local government or works programmes;
- has significant delegated authority;
- Decisions and actions taken at this level may have significant effect on programme/projects/work areas being managed.

## **49 LEVEL 9**

#### **Characteristics of the level**

- at this level, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/local government's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the employer.
- General features of this level require the employees' involvement in the initiation and formulation of extensive projects/programmes that impact on the employer's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the local government.
- In addition employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.
- Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of the local government. Employees at this level will have significant impact upon the employer's policies and programmes and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programmes.
- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

#### **Requirements of the job**

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- detailed knowledge of the employer's policy, programmes and the procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. (Could be acquired through further formal qualifications in field of expertise or in management); or

- lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties of the position.

### **Responsibilities**

- To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:
- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programmes/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programmes in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and programme matters;
- offer consultancy service;
- evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the employer's objectives;
- where the prime responsibility is in a professional field employees at this level, would undertake at least some of the following:
- contribute to the development of operational policy;
- assess and review the standards and work of other professional personnel/external consultants;
- initiate and formulate departmental/local government programmes;
- implement the employer's objectives within corporate goals;
- develop and recommend on-going plans and programmes for department/local government;
- ensure the outcome of work of significant scope and/or complexity;
- where prime responsibility is in the supervision of outside employees, employees at this level:
- establish, control and organise ongoing plans and programmes for department/local government;
- administer complex policy and works programme matters;
- where prime responsibility lies in the technical field, employees at this level:
- conduct technical support programmes and sub-programmes within the framework of the employer's operating programme;
- offer consultancy service;
- ongoing evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

### **Organisational Relationships**

- works under broad direction.

### **Extent of Authority**

- manage a work area of the local government at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programmes/projects under their control;
- solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

**PART H - SALARY SCHEDULE**

**50 SALARY SCHEDULE A**

The following salary schedule shall apply from Monday 29<sup>th</sup> October 2007.

Level	Current Salary level	New Annual Salary	New Fortnightly Salary	New Hourly Rate
L1<16	\$23,585	\$24,316	\$935	\$12.31
L1-17 yr	\$25,162	\$25,942	\$998	\$13.13
L1-18 yr	\$27,437	\$28,288	\$1,088	\$14.32
L1-19 yr	\$29,712	\$30,633	\$1,178	\$15.50
L1-20 yr	\$31,987	\$32,979	\$1,268	\$16.69
L1-Adult	\$33,632	\$34,675	\$1,334	\$17.55

2.1	\$35,029	\$36,115	\$1,389	\$18.28
2.2	\$35,885	\$36,997	\$1,423	\$18.72
2.3	\$37,124	\$38,275	\$1,472	\$19.37
2.4	\$38,385	\$39,575	\$1,522	\$20.03

3.1	\$39,489	\$40,713	\$1,566	\$20.60
3.2	\$40,210	\$41,456	\$1,594	\$20.98
3.3	\$40,929	\$42,198	\$1,623	\$21.36
3.4	\$41,944	\$43,244	\$1,663	\$21.88

4.1	\$43,116	\$44,453	\$1,710	\$22.50
4.2	\$43,589	\$44,940	\$1,728	\$22.74
4.3	\$44,287	\$45,660	\$1,756	\$23.11
4.4	\$45,323	\$46,728	\$1,797	\$23.65

5.1	\$46,607	\$48,052	\$1,848	\$24.32
5.2	\$47,350	\$48,818	\$1,878	\$24.71
5.3	\$47,936	\$49,422	\$1,901	\$25.01
5.4	\$48,927	\$50,444	\$1,940	\$25.53

6.1	\$49,626	\$51,164	\$1,968	\$25.89
6.2	\$50,842	\$52,418	\$2,016	\$26.53
6.3	\$51,743	\$53,347	\$2,052	\$27.00
6.4	\$52,779	\$54,415	\$2,093	\$27.54

7.1	\$53,816	\$55,484	\$2,134	\$28.08
7.2	\$54,987	\$56,692	\$2,180	\$28.69
7.3	\$55,933	\$57,667	\$2,218	\$29.18
7.4	\$56,609	\$58,364	\$2,245	\$29.54

8.1	\$57,848	\$59,641	\$2,294	\$30.18
8.2	\$58,794	\$60,617	\$2,331	\$30.68
8.3	\$59,763	\$61,616	\$2,370	\$31.18
8.4	\$60,709	\$62,591	\$2,407	\$31.68

9.1	\$62,623	\$64,564	\$2,483	\$32.67
9.2	\$63,705	\$65,680	\$2,526	\$33.24
9.3	\$64,899	\$66,911	\$2,573	\$33.86
9.4	\$66,136	\$68,186	\$2,623	\$34.51

## 51 SALARY SCHEDULE B

The following salary schedule shall apply from the date of lodgement of the Agreement.

Level	Current Salary level	New Annual Salary	New Fortnightly Salary	New Hourly Rate
L1<16	\$23,585	\$24,317	\$935	\$12.31
L1-17 yr	\$25,162	\$25,942	\$998	\$13.13
L1-18 yr	\$27,437	\$28,288	\$1,088	\$14.32
L1-19 yr	\$29,712	\$30,633	\$1,178	\$15.50
L1-20 yr	\$31,987	\$32,979	\$1,268	\$16.69
L1-Adult	\$33,632	\$34,675	\$1,334	\$17.55

2.1	\$35,029	\$36,115	\$1,389	\$18.28
2.2	\$35,885	\$36,997	\$1,423	\$18.72
2.3	\$37,124	\$38,274	\$1,472	\$19.37
2.4	\$38,385	\$39,575	\$1,522	\$20.03

3.1	\$39,489	\$40,891	\$1,573	\$20.69
3.2	\$40,210	\$41,638	\$1,601	\$21.07
3.3	\$40,929	\$42,384	\$1,630	\$21.45
3.4	\$41,944	\$43,434	\$1,671	\$21.98

4.1	\$43,116	\$44,842	\$1,725	\$22.69
4.2	\$43,589	\$45,335	\$1,744	\$22.94
4.3	\$44,287	\$46,060	\$1,772	\$23.31
4.4	\$45,323	\$47,138	\$1,813	\$23.86

5.1	\$46,607	\$49,316	\$1,897	\$24.96
5.2	\$47,350	\$50,102	\$1,927	\$25.36
5.3	\$47,936	\$50,722	\$1,951	\$25.67
5.4	\$48,927	\$51,772	\$1,991	\$26.20

6.1	\$49,626	\$53,408	\$2,054	\$27.03
6.2	\$50,842	\$54,717	\$2,104	\$27.69
6.3	\$51,743	\$55,687	\$2,142	\$28.18
6.4	\$52,779	\$56,803	\$2,185	\$28.75

7.1	\$53,816	\$58,405	\$2,246	\$29.56
7.2	\$54,987	\$59,675	\$2,295	\$30.20
7.3	\$55,933	\$60,702	\$2,335	\$30.72
7.4	\$56,609	\$61,436	\$2,363	\$31.09

8.1	\$57,848	\$63,304	\$2,435	\$32.04
8.2	\$58,794	\$64,339	\$2,475	\$32.56
8.3	\$59,763	\$65,398	\$2,515	\$33.10
8.4	\$60,709	\$66,434	\$2,555	\$33.62

9.1	\$62,623	\$69,096	\$2,658	\$34.97
9.2	\$63,705	\$70,288	\$2,703	\$35.57
9.3	\$64,899	\$71,606	\$2,754	\$36.24
9.4	\$66,136	\$72,972	\$2,807	\$36.93

**PART I – DECLARATION & SIGNATORIES****52 SIGNATORIES****For the City of Albany:**\_\_\_\_\_  
Andrew Hammond

Position: Chief Executive Officer

Date: 15<sup>th</sup> January 2008**For the Australian Municipal  
Administrative, Clerical & Services Union  
West Australian Branch:**\_\_\_\_\_  
Wayne Wood

Position: Assistant Branch Secretary

Date: 15<sup>th</sup> January 2008

**APPENDIX A – ALBANY PUBLIC LIBRARY**

**1 HOURS OF WORK**

- 1.1 The ordinary hours of duty for Library employees shall be Monday to Friday, 7.00am to 6.00pm.
- 1.2 The non-ordinary hours of duty for Library employees shall be Monday - Friday 6.00pm to 9.00pm and Saturdays 7.00am to 1.00pm.

**2 LOADING FOR ‘NON ORDINARY’ HOURS**

**2.1 Definitions**

- 2.1.1 **Library Officers and Library Technicians** are staff involved in all front of house customer service and library processing and general operations.
- 2.1.2 **Library Employees** are staff involved in Library administration and resource management.
- 2.1.3 **Fixed Rosters** apply where Library Employees have regular rostered hours outside the ordinary hours of operation as part of their employment contract.
- 2.1.4 **Occasional Rosters** apply where Library employees not on fixed rosters are required to work hours outside ordinary hours of duty.

- 2.1 Fixed rosters for Library Officers and Library Technicians. Library Officers & Technicians who are regularly rostered to work non-ordinary hours will be paid an additional 10% loading on their appropriate rate of pay for all hours worked.
- 2.2 Fixed rosters for other Library Employees. Library employees not considered Library Officers or Technicians who are regularly rostered to work non-ordinary hours will be paid a percentage loading on their appropriate rate of pay for all hours worked, as per the following schedule:

<b>% of non-ordinary hours to total hours</b>	<b>% loading on appropriate rate of pay</b>
13% or more	10%
7 - 12.9%	7%
1 - 6.9%	4%

- 2.3 Occasional rosters for all Library Employees working non-ordinary hours on an irregular basis. The following loadings will apply to Library Employees who do not receive the 10% loading on their annual salary:
  - 2.3.1 15% loading for hours worked Monday to Friday 6.00pm to 9.00pm
  - 2.3.2 25% loading for hours worked Saturday 7.00am to 1.00pm

**3 FLEXIBLE WORK HOURS**

- 3.1 Library staff receiving the 10% loading will vary their rosters to enable coverage of non-ordinary hours during staff absences.

**4 TRAINING**

The parties agree to provide an effective library service and presence by:

- 4.1 Commitment to continuous improvement, efficiency, cost effectiveness and accountability
- 4.2 Benchmarking and ideas exchange with other libraries
- 4.3 Multiskilling, including job rotation

- 4.4 Review of procedures, methods of service, eg: inter-Library loans
- 4.5 Participation in staff training programmes, and
- 4.6 Resources to achieve continuous improvement.

## 5 CUSTOMER SERVICES

- 5.1 The Albany Public Library maintains its high regard in the community by continuing to provide a customer focussed and reliable service. The service that is provided to all of our customers is of the highest importance.
- 5.2 The Library will continue to provide:
  - 5.2.1 Commitment to excellent customer service
  - 5.2.2 Response to customer survey
  - 5.2.3 Whole team input in collection development, and
  - 5.2.4 Review opening hours in response to customer surveys and library service review.

**APPENDIX B – ALBANY LEISURE & AQUATIC CENTRE****1 HOURS OF WORK**

- 1.1 The ordinary hours of work shall be from 7:00 am until 6:00 pm, Monday to Friday.
- 1.2 The minimum amount of time rostered per shift shall be two hours.
- 1.3 Employees required to remain on duty during their meal break shall be paid for that meal break.

**2 LOADING FOR 'NON ORDINARY' HOURS**

- 2.1 Employees who are regularly rostered to work Saturdays, Sundays and non-ordinary hours outside of the hours specified above, will be paid a percentage loading, in place of the overtime loading rates specified in the agreement clause 25 Overtime, on their appropriate rate of pay for those hours as per the following schedule:

<b>Saturdays</b>	-	<b>25%</b>	
<b>Sundays</b>	-	<b>50%</b>	
<b>Other Hours</b>	-	<b>15%</b>	(not to be applied in addition to Saturday or Sunday rates or public holidays)
<b>Public Holidays</b>	-	<b>100%</b>	

**3 MULTIFUNCTIONAL EMPLOYEES**

- 3.1 in order to foster multi-skilling, the parties to the Agreement agree to and acknowledge the necessity for individual employees to be assigned from time to time to any one of the positions in any area of the Albany Leisure and Aquatic Centre operations. The purpose is to ensure, by mutual agreement, the most efficient and cost effective use of human resources within the Centre, having regard for commercial realities.
- 3.2 An employee may be re-assigned from one position to another on an "as needed" basis during any shift, without notice, if that employee is adequately trained and competent in the re-assigned position. Employees shall receive the relevant rate of pay applicable to which they may be assigned after one hour of commencing in that position, provided that it is not less than the rate of pay applicable to the position to which the employee's contract of employment relates, in which case the employee will be paid at a rate of pay applicable to such position.

**4 BUSINESS PLANNING**

- 4.1 The parties agree that the Albany Leisure and Aquatic Centre Business Plan will be implemented as a working document.

**5 TRAINING**

- 5.1 Training shall be provided by the City to employees who work an average of 16 hours or more in each 4 week cycle.
- 5.2 The parties agree that training for re-accreditation, and other approved training, shall be undertaken in paid time and the costs associated with the training shall be covered by the City.

## 6 RECLASSIFICATIONS & TRANSITIONAL ARRANGEMENTS

- 6.1 The parties commit to reviewing the classifications of ALAC employees by the 1<sup>st</sup> April 2008. The review shall take into consideration the revised Position Descriptions that will be required in operating the redeveloped Leisure Centre. Positions to be reviewed include:
- 6.1.1 Swim School Teachers
  - 6.1.2 Lifeguards
  - 6.1.3 Duty Managers
  - 6.1.4 Creche Workers
  - 6.1.5 Customer Service Officers
  - 6.1.6 Any other employee or group of employees who make a formal request for a review
- 6.2 If an employee is reclassified to a higher level through this process the reclassification shall become effective and be paid from 1<sup>st</sup> April 2008.
- 6.3 A new process of incremental progression for Swim Teachers based on teaching hours shall be introduced as part of the new classification structure and the City shall recognise prior experience when the employee is able to provide evidence of logged teaching hours.
- 6.4 Employees currently classified under the Municipal Employee's Award, while awaiting the outcomes of classification reviews, shall be transferred to the Salary Schedule in **Part H** of this Agreement.
- 6.4.1 On lodgement of this Agreement, the employee shall be transferred to the classification level and step that is at or greater than the rate of pay currently received by the employee when compared to the rates of pay for Local Government Officers as at Sunday 28<sup>th</sup> October, 2007.
  - 6.4.2 Once the appropriate level and step is determined the appropriate wage rate shall apply, as detailed in **Part H (Wage Schedule A)** of this Agreement, payable from Monday 29<sup>th</sup> October, 2007.
  - 6.4.3 A wage increase in accordance of **Part H (Wage Schedule B)** of this Agreement shall be payable from date of formal lodgment of the Agreement.
  - 6.4.4 Once the appropriate level and step is determined the appropriate wage rate shall apply, as detailed in **Part H** of this Agreement, payable from 4<sup>th</sup> December 2007.

## APPENDIX C – HARRY RIGGS ALBANY REGIONAL AIRPORT

### 1 HOURS OF WORK

- 1.1 Ordinary hours shall be between 6.00am and 6.00pm, Monday to Friday.
- 1.2 Employees shall be rostered on Saturday and Sunday with their roster being associated with Regular Passenger Transport (RPT) schedules and paid at the appropriate penalty rate for the hours worked.
- 1.3 The roster for the Senior Reporting Officer should not require this employee to work more than five (5) consecutive days.

### 2 OTHER MATTERS

The Senior Reporting Officer is required to live on site at the Airport and a residence is made available to that officer for a reduced rental (currently \$100 week). Rental shall not be increased by a figure greater than 50% of the commercial rental determined by a competent valuer for the residence, if it was offered into the Albany rental market. Power and water charges and general maintenance will be the responsibility of the City.

## APPENDIX D – RANGER STAFF

### 1 HOURS OF WORK

- 1.1 Rangers may be rostered for not more than 6 starts per week and not rostered to work more than 5 days consecutively.
- 1.2 Ordinary hours shall be between 6.00 am and 6.00 pm, Monday to Sunday, inclusive.
- 1.3 The Designated Senior Employee shall work outside a designated roster, but be required to complete the equivalent of 456 hours in a 12 week period. The distribution of those hours shall be by mutual arrangement between the Manager of Planning and Ranger Services and the Designated Senior Employee.

### 2 LOADING FOR 'NON ORDINARY' HOURS

- 2.1 The Designated Senior Employee will be paid a 4.0% loading on his appropriate rate of pay to recognise weekend rostering. Rangers shall be paid the appropriate overtime loading prescribed in this Agreement.
- 2.2 To minimise the extent and frequency of recall, rangers shall seek to ensure from customers, prior to responding, that an emergency ranger response is required. Recalls should normally only occur where public safety is threatened, an emergency incident has developed or a ranger is directed by a senior Council officer.

### 3 CONTINUOUS IMPROVEMENT

The parties agree to provide an effective ranger service and presence by:

- 3.1 Committing to continuous improvement, efficiency, cost effectiveness and accountability.
- 3.2 Reviewing procedures and methods of service delivery.
- 3.3 Ensuring resources are provided to achieve continuous improvement.
- 3.4 Committing to excellent customer service.
- 3.5 Participating in and fostering education programs within schools and the community.
- 3.6 Ensuring equipment used and personal clothing worn by rangers is well maintained, cleaned and projects a professional image.
- 3.7 Establishing guidelines on the scope of ranger services, recall conditions and after hour's telephone availability.

## APPENDIX E – DESIGNATED MANAGERS

### 1 DESIGNATED MANAGEMENT POSITIONS

- 1.1 Designated Management positions shall include (inclusive of any future change in those position titles);
- 1.1.1 Manager of Executive Services
  - 1.1.2 Manager Economic Development
  - 1.1.3 Customer Services Manager
  - 1.1.4 Community Development Manager
  - 1.1.5 Manager Library Services
  - 1.1.6 Manager Finance
  - 1.1.7 IT Administrator
  - 1.1.8 Theatre Manager
  - 1.1.9 Artistic Director – Vancouver Arts Centre
  - 1.1.10 Centre Manager Albany Leisure and Aquatic Centre
  - 1.1.11 Manager Planning and Ranger Services
  - 1.1.12 Manager Health and Building Services
  - 1.1.13 Manager City Assets
  - 1.1.14 Manager City Services
  - 1.1.15 Manager City Works

### 2 FLEXIBLE WORK ARRANGEMENTS

- 2.1 The operating demands of designated management positions are such that the variable work arrangements to which they would otherwise have been entitled under clause 23 of this agreement will not apply.

### 3 EXECUTIVE TIME OFF

- 3.1 At the discretion of the relevant Executive Director the designated managers may take time off during their ordinary working hours to tend to personal, family or professional appointments or events for which leave would not normally be granted and five (5) non-consecutive Executive Time Off days per annum will be provided.

### 4 MANAGER'S WAGE MARGIN

- 4.1 Where a Manager's employment offer provides a margin in addition to the wage level defined in the Wages Schedule attached, that margin shall be maintained in addition to the wage specified in clause 50.