



**CITY OF ALBANY**

**Outside Workers**

**UNION COLLECTIVE WORKPLACE AGREEMENT 2007**

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## PART A – FORMALITIES & OPERATION

### 1 TITLE

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

### 2 DEFINITIONS

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

“**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).

“**Depot**” means Lot 5 Mercer Road or Hanrahan and Bakers’ Junction Refuse sites, Albany.

“**Employee**” means any person engaged to work at or from Lot 5 Mercer Road or Hanrahan and Bakers’ Junction Refuse sites, Albany and whom is a party to this Agreement.

“**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.

“**Leading Hand**” means an employee who is given by the Supervisor the responsibility of directing or supervising the work of others or, in the case of only one worker, the specific responsibility of directing or supervising the work of that worker.

“**Metropolitan area**” means the total Perth metropolitan area.

“**Parties**” means the parties to this Agreement as detailed in **clause 3**.

“**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.

**“Shift”**

**Day shift** means any shift starting at or after 6.00 a.m. and finishing at or before 5.00 p.m.

**Afternoon shift** means any shift finishing after 5.00 p.m. and at or before midnight.

**Night shift** means any shift finishing after midnight and at or before 6.00 a.m.

**“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.

**“South west land division”** means the South West Land Division as defined by section 28 of the *Land Act, 1933-1972* excluding the area contained within the metropolitan area.

**“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.

**“Supervisor” and “Designate Senior Employee”** shall mean an employee appointed to act as the direct line coordinator / manager, supervising and control a section (or sections) 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 being,
  - 3.2.1 Waste Services,
  - 3.2.2 Reserves and Bushcare,
  - 3.2.3 Works – Construction and Maintenance,
  - 3.2.4 Parks and Gardens,
  - 3.2.5 Trades and Building, or
  - 3.2.6 Mechanical Workshop, and
  - 3.2.7 work at or from the Depot.
- 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 SHARED VALUES

The parties to this Agreement acknowledge and embrace each of the values below:

- 5.1 Communication: Open, two-way communication to address any issues, without fear of retribution;
- 5.2 Trust: Mutual trust between the parties that employees will support the organisational goals of the City and the City will support the maintenance and creation of jobs;
- 5.3 Respect: To treat each other with respect and courtesy at all times and to value each other's opinions;
- 5.4 Teamwork: Work together to achieve positive and progressive outcomes.

### 6 EMPLOYEE CONSULTATIVE COMMITTEE

- 6.1 The parties are committed to a process of consultation over the life of this Agreement about issues over the implementation of this Agreement, the monitoring of the Agreement and consultation over change and managing change within the workplace.
- 6.2 For the first six months of this Agreement's operation, this will meet on a monthly basis and with the approval of the Chairperson; any employee may attend these monthly meetings. The timing of the meetings will be based on operational demands.
- 6.3 The Employees Consultative Committee will be able to make recommendations to all parties to this Agreement and establish a Charter including but not limited to:
  - 6.3.1 Union Collective Workplace Agreement implementation;

- 6.3.2 Identification of under utilised equipment and redundant policies;
  - 6.3.3 Identification of procedures to assist in developing ways to reduce overheads;
  - 6.3.4 Documenting of procedures;
  - 6.3.5 Establishment of standards and systems of control;
  - 6.3.6 Communication with the workforce;
  - 6.3.7 General Organisational Issues;
  - 6.3.8 Policy Formulation relevant to the employee relationship; and
  - 6.3.9 Other matters as determined by the Committee from time to time;
- 6.4 The Employees Consultative Committee will be made up of six representatives from employees covered by this Agreement (elected by the employees covered by this Agreement), one of which will be the Chairperson, and three appointed City representatives not employed under this Agreement.
- 6.5 The Employees Consultative Committee will have elections in February of each year for nominations as staff representatives. Following lodgement of the Collective Workplace Agreement, an Interim Consultative Committee will be formed to oversee the implementation of the Agreement until the February elections.

## 7 COMMUNICATIONS AND INTRODUCTION OF CHANGE

- 7.1 The parties agree that communication is crucial to the ongoing success of the workplace reform process.
- 7.2 The City is committed to maintaining regular communication to ensure good communication practices.
- 7.3 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.
- 7.4 The City shall discuss with employees affected and the effects the changes referred to in paragraph 7.3 are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The City shall give prompt consideration to matters raised by the employees and/or Employee Consultative Committee in relation to any proposed changes.
- 7.5 The discussions are to commence as early as practicable after a definite decision has been made by the City to make any changes referred to in paragraph 7.3.

## 8 CONSULTATION ON PLANT AND MACHINERY

- 8.1 The parties agree that whenever possible the affected employees are to be consulted prior to the purchasing or selling of plant or machinery by the City.

**PART B – CONTRACT OF EMPLOYMENT**

**9 PROBATION**

- 9.1 New employees of the City will be required to serve a concurrent 3 month probationary period and 3 month qualifying period.
- 9.2 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.

**10 CONTRACT OF EMPLOYMENT**

**10.1 Full Time Employment**

10.1.1 A full-time Employee shall mean an Employee who is engaged to work the standard ordinary hours of the authority in accordance with **Clause 20 – Ordinary Hours of Work**.

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

10.2.1 A part-time Employee shall mean an Employee who works regularly for less than the standard ordinary hours in any week.

10.2.2 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.

10.2.3 By agreement the Supervisor and employee may vary the agreed hours of work. In the event that the Supervisor seeks to vary the agreed hours of work without the consent of the employee the appropriate notice as prescribed below. 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

**10.3 Temporary Employees**

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 This clause does not apply to an employee who is replacing an employee on parental leave.

10.3.5 A temporary Employee may be employed on a part time basis.

**10.4 Casual Employment**

10.4.1 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.

10.4.2 A casual Employee shall not be entitled to the benefits of clause 28- Annual leave, clause 30 - Personal leave, clause 32 - Parental leave, clause 31 – Compassionate leave and clause 29 - Public holidays, of this Agreement.

10.4.3 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.

10.4.4 Caring responsibilities – Casual Employees

10.4.4(a) Subject to the evidentiary and notice requirements in 30.5 and 30.6 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.

10.4.4(b) 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.

10.4.4(c) The City 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.

**10.5 Fixed Term Contracts**

10.5.1 Fixed term contracts shall apply to an Employee who is engaged for a specific project or for a specific period.

10.5.2 A fixed term contract may have a renewable clause that can be agreed between the parties.

**10.6 Notice of Termination**

10.6.1 In order to terminate the employment of an employee, other than a casual and probationary employees, 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

- 10.6.2 In addition to the notice in sub clause 10.6.1, 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.
- 10.6.3 Payment in lieu of the prescribed notice in sub clause 10.6.2 and sub clause 10.6.3 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.
- 10.6.4 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:
- 10.6.4(a) the employee's ordinary hours of work (even if not standard hours); and
  - 10.6.4(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
  - 10.6.4(c) any other amounts payable under the employee's contract of employment.
- 10.6.5 The period of notice in this clause does not apply:
- 10.6.5(a) in the case of dismissal for serious misconduct;
  - 10.6.5(b) to apprentices;
  - 10.6.5(c) to employees engaged for a specific period of time or for a specific task or tasks;
  - 10.6.5(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;
  - 10.6.5(e) to probationary employees or
  - 10.6.5(f) to casual employees.
- 10.6.6 Continuous service is defined in clause 10.10.

## 10.7 **Notice of termination by an employee**

- 10.7.1 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.
- 10.7.2 If an employee fails to give the notice specified in sub clause 10.6 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 10.6.4.

## 10.8 **Job search entitlement**

- 10.8.1 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.

## 10.9 **Transmission of business**

- 10.9.1 Where a business is transmitted from one employer to another, as set out in clause 38.3, the period of continuous service that the employee had with the transmittor or any prior

transmitter is deemed to be service with the transmittee 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.

#### 10.10 Continuity of service

Continuous service shall include:

- 10.10.1 any absence of the employee from duty if leave of absence has been granted by the City.
- 10.10.2 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.
- 10.10.3 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:
  - 10.10.3(a) 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
  - 10.10.3(b) two weeks;whichever is the longer.

### 11 STAFF DEVELOPMENT REVIEWS

- 11.1 In accordance with the Local Government Act, section 5.38, staff performance reviews will be conducted annually. Each performance review seeks to establish, record, consider and respond to:
  - 11.1.1 The employee's training and professional development requests.
  - 11.1.2 Employee feedback regarding their team culture / supervisor (Optional)
  - 11.1.3 A review of the employee's Position Description and it considered against classification definitions.

### 12 CLASSIFICATION AND RECLASSIFICATION OF POSITIONS

- 12.1 Positions will be classified in accordance with the level definitions provided for in **Part G – Classification Definitions** of this Agreement.
- 12.2 Position descriptions shall be used as the primary source of classifying positions. The employee's Position Description shall be evaluated and considered against the classification definitions on an annual basis as part of performance review process.
- 12.3 Employees may make a written request for a position reclassification once per annum and/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.
- 12.4 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:

- 12.4.1 significant and identifiable changes in the nature and work value of ongoing duties performed;
  - 12.4.2 significant increases in responsibilities on an ongoing basis;
  - 12.4.3 significant change in the skills, knowledge and experience required to undertake the duties.
- 12.5 Within four weeks of receipt of the application, the City 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.
- 12.6 The applicant may request a representative of their choice to be party to any discussions.
- 12.7 On initial appointment of an employee, the employer shall give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary point for the position.

### 13 MULTI-SKILLING

- 13.1 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:
- 13.1.1 develop and participate in multi-skilling and job rotation activities, by mutual agreement.
  - 13.1.2 develop and implement an effective training plan as identified through the annual review process
  - 13.1.3 resolve demarcations within the workforce through consultation
  - 13.1.4 implement individual performance indicators (Key Focus Areas) as identified through the annual performance review process
- 13.2 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.
- 13.3 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.
- 13.4 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 16 – Higher duties) may apply.

### 14 TRAINING & DEVELOPMENT

- 14.1 The City is committed to providing access to training to all Employees. The overall training program shall be determined by the City, 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.
- 14.2 Time for travelling to and from accredited training programs/seminars shall be paid at single time or as mutually agreed.

**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 Sunday 1<sup>st</sup> July, 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 15.1.4 shall continue annually on 1 July each year until the Agreement is terminated or replaced.
- 15.2 Wages are to be paid fortnightly by electronic banking.

**16 HIGHER DUTIES**

- 16.1 Where an employer is requested to temporary act / perform in a role with duties at a higher classification level than their normal role for the purposes of training / multi-skilling, those employees shall not be eligible for higher duties as specified within this clause.
- 16.2 Where an employee performs any duties for which a wage higher than that of their classification as specified, for more than four hours in any one day, he or she shall receive for that day the higher wages.
- 16.3 Higher duties are to be recorded in time sheets and calculated on a day by day basis.
- 16.4 In the event that an employee is engaged in higher duties for a period of greater than one day, that employee shall have the commencement and completion dates authorised by their supervisor in writing and be paid at the higher rate for the whole period, inclusive of annual leave, personal leave and other approved leave.
- 16.5 When an employee, whilst acting in a higher classification position and in receipt of any higher classification pay, performs such higher classification work outside ordinary hours, the employee shall receive any overtime payment based on the higher classification rate.
- 16.6 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.

**17 ALLOWANCES**

- 17.1 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 increase equal to CPI (Perth) in accordance with **Clause 15** wage increases.
- 17.2 **On-Call Allowance**
  - 17.2.1 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.

- 17.2.2 The designated Senior Employee within the Team shall be paid an allowance of \$80 per week in lieu of the payment described in 17.2.1 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.
- 17.2.3 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.
- 17.2.4 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.
- 17.2.5 Employees On-Call shall be provided with a council vehicle and mobile phone for the purposes of On-Call duty.

### 17.3 First Aid Allowance

- 17.3.1 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.
- 17.3.2 Recognised on-site First Aid Officers shall be granted paid time off to establish and renew recognised first aid qualifications.
- 17.3.3 Fees, materials or any other reasonable costs associated with the training shall be incurred by the City.
- 17.3.4 The City of Albany's Occupational Safety and Health Committee may make recommendations to the City on the appointment on-site First Aid Officers.

### 17.4 Carpenter's Hand Tool Allowance

- 17.4.1 An Allowance of \$11.05 per week applies to employees classified as a Carpenter for the purpose of purchasing their own hand tools.
- 17.4.2 The City shall provide the following tools when they are required on the job: dogs with clamps of all descriptions, bars of all descriptions, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from 19mm upwards and all power driven tools and machines on construction jobs.

### 17.5 Abhorrent Hazards Allowance

- 17.5.1 An Allowance of \$30 per week, pro-rata for part-time employees, applies to landfill employees engaged to work at the Hanrahan's and Bakers' Junction refuse sites.

### 17.6 Hazardous Machinery Allowance

- 17.6.1 An Allowance of \$11.05 per week applies to Mechanical Trades employees.
- 17.6.2 This Allowance also applies to those employees engaged to work on the street-sweeper.

## 18 SUPERANNUATION

- 18.1 The superannuation guaranteed contribution (SGC) may be paid into any compliant superannuation fund. For the purposes of this clause the default fund shall be the Local Government Superannuation Plan.
- 18.2 In addition to the superannuation guaranteed contribution (SGC), a superannuation co-contribution scheme is accessible by all permanent employees.

- 18.3 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.
- 18.4 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

- 18.5 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

- 18.6 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 6% plus SGC
or, 4%	+	4%	or a total of 8% plus SGC
or, 5%	+	5%	or a total of 10% plus SGC

## 19 SALARY SACRIFICE & NOVATED LEASES

- 19.1 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.
- 19.2 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.
- 19.3 Overtime, penalty rates and loadings will be calculated and applied using the pre-sacrifice wage amount.
- 19.4 Salary sacrifice shall be processed through the City's normal payroll facility and the City will absorb any administrative costs.

- 19.5 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).
- 19.6 Once an employee has withdrawn from salary sacrifice and wishes to re-enter, they must make a new written application.
- 19.7 Employees may only alter the level (%) of salary sacrifice twice per financial year (July 1 to June 30).
- 19.8 The City shall make available to all employees 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.
- 19.9 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.
- 19.10 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.
- 19.11 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.
- 19.12 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****20 ORDINARY HOURS OF WORK**

- 20.1 Except as hereinafter provided the ordinary hours of duty shall not exceed 76 hours per fortnightly period. The hours will be scheduled Monday to Friday and worked between the hours of 6.00am and 6.00pm, but not exceed more than 10 hours for any one day.
- 20.2 The ordinary hours of duty of an employee engaged on a sanitary or garbage collection or disposal service, water flusher driver, street cleaning machine operator, may be worked on any or all days of the week Monday to Friday inclusive, and except in the case of shift employees, shall be worked between the hours of midnight and 5.00pm. Provided that the spread of hours may be altered by agreement between the Supervisor and the employees concerned.
- 20.3 The ordinary hours of duty for employees classified in 20.2 may be worked on not more than five consecutive days.
- 20.4 The classifications of employees comprehended in 20.2 include:
- 20.4.1 Caravan-compound or camping-area attendants;
  - 20.4.2 Cleaners;
  - 20.4.3 All employees working in or around a refuse disposal and/or processing site;
  - 20.4.4 any other classification of employee as may be agreed, in writing, between the parties, or failing such agreement as may be decided through the dispute resolution procedure.
- 20.5 The ordinary hours of work shall not exceed ten hours on any day. Provided that in any arrangement of ordinary working hours, where such ordinary hours are to exceed eight hours on any day, the arrangement of hours shall be subject to the agreement between the Supervisor and the majority of employees in the team or teams concerned.

**21 EXTRA RATES FOR ORDINARY HOURS**

- 21.1 Employees, who perform their ordinary hours of duty in accordance with 20.1 shall be paid an extra \$2.18 per hour for all ordinary hours worked between the starting time and 6.00 a.m.
- 21.2 Employees, who perform their ordinary hours of duty in accordance with 20.2 shall be paid an extra;
- 21.2.1 50% for all ordinary hours worked on a Saturday, and
  - 21.2.2 75% for all ordinary hours worked on a Sunday, and
  - 21.2.3 150% for all ordinary hours worked on a Public Holiday.

**22 ORDINARY HOURS FOR CONTINUOUS SHIFT WORKERS**

- 22.1 The ordinary hours of continuous shift workers shall average 38 per week (inclusive of crib time) and shall not exceed 152 hours in 27 consecutive days.
- 22.2 Provided that, where the Supervisor and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. A record of each agreement shall be made in writing and kept with the relevant time records.
- 22.3 The ordinary hours of work prescribed herein shall not exceed ten hours of work on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight

hours on any day, the arrangement of hours shall be subject to the agreement of the Supervisor and the majority of employees in the plant or team or teams thereof. A record of each agreement shall be made in writing and kept with the relevant time records.

- 22.4 Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

## 23 MEAL BREAKS

- 23.1 The ordinary hours of work shall be consecutive except for a meal interval which shall not be less than 30 minutes and not exceed one hour; and
- 23.2 An employee shall not be compelled to work for more than five hours without a meal interval except where an alternative arrangement is entered into by mutual verbal agreement.
- 23.3 When an employee is required for duty during his/her usual meal interval and his/her meal interval is thereby postponed for more than half an hour; he/she shall be paid at overtime rates until he/she gets his/her meal.

## 24 REST BREAKS (SMOKO)

- 24.1 A paid break not exceeding 10 minutes may be taken during the morning and afternoon and will be taken as close as possible to 10am for the morning break and 3.00pm for the afternoon break, but at a time that causes minimum disruption to the works.
- 24.2 The break will be taken on site.
- 24.3 The City is a smoke free workplace and employees are not permitted to smoke in or around the City's buildings or vehicles.

## 25 ROSTERED DAYS OFF (RDO) & BANKING OF HOURS

- 25.1 A system for taking Rostered Days Off (RDO's) so that employees may work a nine, eight or seven day fortnight will be determined for each work group dependent on the ordinary hours worked (clause 20) to best suit that work area.
- 25.2 An RDO working arrangement within each fortnightly pay period will be on the following basis:
- 25.2.1 The system would be introduced following consultation with employees in that work area and a two-week notice period.
- 25.2.2 An employee's RDO would remain the same every fortnight, however, RDO's could be changed by mutual agreement of the employee and City as long as operational needs are met or following consultation with the team/s.
- 25.3 In the case of a 9-day fortnight, the ordinary hours of duty will generally be worked at 8.5 hours for 8 days, 8 hours for 1 day and 1 RDO in the fortnightly pay period.
- 25.4 Up to an equivalent of 5 RDO's may be banked as time in lieu (ie. 38 hours for an employee on a 9-day fortnight). Any time worked in excess of this limit shall be paid out as overtime.
- 25.5 The accrual of banked hours shall be in periods of 15 minutes.
- 25.6 When banking additional hours or working an RDO the employee has the choice between banking hours at time for time or being paid out at the appropriate overtime rates.
- 25.7 Time banked in lieu of payment is to be taken at a mutually agreed time and operational requirements will be taken into account.

25.8 Should an Employee, upon termination, have hours banked, such time shall be paid at single time rates.

## 26 OVERTIME

### 26.1 Penalties

26.1.1 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 20 – Ordinary Hours of Work 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.

26.1.2 All time worked after twelve noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.

26.1.3 All time worked on a Public holiday as prescribed in clause 29 - Public holidays shall be paid for at the rate of double time and a half.

26.1.4 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.

### 26.2 Rostered Days Off

26.2.1 When working a Rostered Day Off (approved by the employee's Supervisor / Coordinator) an employee can choose to be paid (by notation on the time sheet) either:

26.2.1(a) Accrue time off in lieu at single time rates, or

26.2.1(b) Be paid at penalty rates of time and one half for the first two hours and double time thereafter.

### 26.3 Travelling Time

26.3.1 All employees travelling from the work site back to the Depot outside ordinary hours are entitled to payment at appropriate penalty rates.

### 26.4 Authorisation

26.4.1 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.

### 26.5 Recall

26.5.1 Payment for recall

26.5.1(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.

26.5.1(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.

- 26.5.1(c) Rostered overtime shall mean a particular type of work the Supervisor 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.
- 26.5.1(d) Where Employees are required to carry out rostered overtime such rosters shall be displayed at the place of work in a position accessible to the Employee concerned. Employees shall be provided with at least 72 hours notice of any change in the roster. Provided a lesser period of notice can be agreed between the employee and Supervisor.
- 26.5.1(e) 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.
- 26.5.1(f) 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.

26.5.2 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.

## 26.6 Ten hour break

- 26.6.1 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 consecutive hours off duty between those times shall be released after the completion of such overtime until he/she has had ten hours off duty, without loss of pay for ordinary working time occurring during such an absence provided that a lesser period than ten hours may be agreed between the Supervisor and the employee.
- 26.6.2 If such Employee is instructed to resume or continue work without having such ten 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 consecutive hours, or such other lesser period as agreed, off duty without loss of pay for ordinary working time occurring during such absence.

## 26.7 Agreed allowance in lieu of overtime

- 26.7.1 Notwithstanding the provisions of this clause the employee and Supervisor 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.

## 26.8 Reasonable Overtime

- 26.8.1 Subject to subclause **26.8.2** 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.
- 26.8.2 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:
- 26.8.2(a) any risk to employee health and safety;
- 26.8.2(b) the employee's personal circumstances including any family responsibilities;

- 26.8.2(c) the needs of the workplace or enterprise;
  - 26.8.2(d) the notice (if any) given by the City of the overtime and by the employee of his or her intention to refuse it; and
  - 26.8.2(e) any other relevant matter.
- 26.8.3 Any Employee in doubt over what is reasonable or unreasonable overtime, whether paid or banked, should utilise the Dispute Settlement Procedure in this Agreement as the best way to resolve the matter.

## 27 OVERTIME RATES FOR SHIFT WORK

- 27.1 The provisions of this clause apply to shift work whether continuous or otherwise.
- 27.2 The City may work any team or teams of it's workforce on shifts but before doing so shall give 72 hours notice to the employee's concerned of the intended starting and finishing times of ordinary working hours of the respective shifts.
- 27.3 Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.
- 27.4 Provided that where the ordinary hours of work normally worked in an establishment are worked on less than five days then the provisions of 22.3 shall be as if four consecutive shifts were substituted for five consecutive shifts.
- 27.5 The sequence of work shall not be deemed to be broken under the preceding paragraphs by reason of the fact that work on the process is not carried out on a Saturday or Sunday or any other day that the City observes a shut down for the purpose of allowing a 38 hour week or on any holiday.
- 27.6 Where a shift commences at or after 11.00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day
- 27.7 A shift employee when on afternoon or night shift shall be paid, for such shift 15% more than his/her ordinary rate prescribed by this Agreement.
- 27.8 All work performed on a rostered shift when the major portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:
  - Saturday - at the rate of time and one quarter.
  - Sunday - at the rate of time and one half.
  - Public - at the rate of double time.
  - Holidays
- 27.9 These rates shall be paid in lieu of the shift allowances prescribed in 27.7.
- 27.10 A continuous shift employee who is not required to work on a holiday which falls on his/her rostered day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the worker so agrees.

**PART E - LEAVE****28 ANNUAL LEAVE****28.1 Period and payment of leave**

- 28.1.1 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.
- 28.1.2 The accrual of annual leave occurs every fortnight.
- 28.1.3 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.
- 28.1.4 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.
- 28.1.5 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.

**28.2 Annual leave and public holidays**

- 28.2.1 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.

**28.3 Leave on termination**

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

**28.4 Absence from work**

- 28.4.1 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.

**28.5 Taking of leave**

- 28.5.1 Annual leave shall be given and taken at such a time or at such times that are mutually convenient to the Supervisor and the employee. Employers agreement to leave is subject to operational requirements
- 28.5.2 In special circumstances, and with the consent of the employer, an employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding three years after the date when the leave accrued due.
- 28.5.3 Except for Christmas stand down period and exceptional cases of need (which requires urgent approval by the Coordinator), each employee shall make a written request to their Supervisor with a minimum of 4 weeks notice to take annual leave.
- 28.5.4 Leave will not be unreasonably denied if the employee has sufficient accrued leave.

## 28.6 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 its 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.

## 28.7 Annual leave and parental leave

Notwithstanding anything else contained herein, an Employee granted leave under clause 32 - Parental leave, may at the commencement of such leave utilise any pro rata leave accrued under this clause.

## 28.8 Leave in advance

28.8.1 In special circumstances at the discretion of the City pro rata annual leave may be given in advance of accruing the entitlement.

28.8.2 Any entitlement to leave and/or payment under 28.1 or 28.3 hereof, will be reduced by the amount of leave and payment granted under this subclause.

## 28.9 Employees exempted

28.9.1 This clause shall not apply to Casual Employees.

# 29 PUBLIC HOLIDAYS

29.1 An employee shall be entitled to holidays on the following days:

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

29.1.2 The following days, as prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and

29.1.3 Foundation Day, as prescribed in Western Australia.

## 29.2 Holidays in lieu

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

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

29.2.3 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.

29.2.4 Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in 29.1 and 29.2 above, those days shall constitute additional holidays for the purpose of this agreement.

## 29.3 Substitute holidays

29.3.1 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.

- 29.3.2 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 the Supervisor 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.
- 29.3.3 When a holiday mentioned in 29.1 and 29.2 other than Easter Saturday falls on an employee's RDO as specified in clause 25, 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.
- 29.3.4 When an Employee is required to be on duty on any of the holidays prescribed in 29.1 and 29.2 hereof, the Employee shall be entitled to payment as follows:
- 29.3.4(a) 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
  - 29.3.4(b) 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.

#### 29.4 Days in lieu

- 29.4.1 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.
- 29.4.2 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.
- 29.4.3 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.
- 29.4.4 The days in lieu are to be taken in the year in which they fall due and at the convenience of the City.
- 29.4.5 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 29.4.2 shall be immediately deleted.

### 30 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 10.4.4.

#### 30.1 Amount of Paid Personal Leave

- 30.1.1 Paid personal leave is available to an employee when they are absent:
- 30.1.1(a) due to personal illness or injury; or

30.1.1(b) 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.

30.1.2 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

**30.2 Accumulation of personal leave**

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

- 30.2.1(a) ten days less the total amount of personal leave taken during the year; or
- 30.2.1(b) the balance of the year's unused personal leave.

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

- 30.2.2(a) twelve days less the total amount of personal leave taken during the year; or
- 30.2.2(b) the balance of the years unused personal leave.

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

30.3.1 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.

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

30.4.1 Subject to 30.4.2 and 30.4.3, 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.

30.4.2 The entitlement in 30.4.1 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.

30.4.3 Except as provided for in 30.4.4, not more than 10 days of personal leave can be used in a year by an employee for the purposes set out in 30.4.1. 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.

30.4.4 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 30.4.1, beyond the relevant limit set out in 30.4.3. In such circumstances the City and the employee shall agree upon the additional amount that may be accessed.

**30.5 Giving of Notice**

- 30.5.1 The employee when taking personal leave for personal illness or injury or to care for an immediate family member as specified in clause 30.4.1 must notify their immediate supervisor of their absence as soon as reasonably practicable. It may be before or after the leave starts.
- 30.5.2 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
- 30.5.3 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.

**30.6 Evidence supporting the claim**

- 30.6.1 The employee shall not be required to produce a certificate from a medical practitioner with respect to absences of three days or less, unless after three such absences of three 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.
- 30.6.2 When taking leave for personal illness or injury, the Employee must, if required by the City under clause 30.6.1, establish by production of:
- 30.6.2(a) 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
  - 30.6.2(b) if it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.
- 30.6.3 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.

**30.7 The effect of worker's compensation**

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

**30.8 Personal leave during annual leave**

- 30.8.1 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.
- 30.8.2 Application for replacement shall be made within (7) seven 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 (5) five 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 in accordance with 30.5 of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.

30.8.3 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.

30.8.4 Where paid personal leave has been granted by the City in accordance with 30.5.1, 30.5.2 and 30.5.3 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.

30.8.5 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 28 Annual leave, shall be deemed to have been paid with respect to the replaced annual leave.

### 30.9 Unpaid personal leave

30.9.1 Where an employee has exhausted all paid personal leave entitlements, they are 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. The City and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided:

30.9.2 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 the City.

30.9.3 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:

30.9.3(a) a term or condition of the employees employment

30.9.3(b) a law or instrument under a Commonwealth, State or Territory law.

30.9.4 The employee meets the requirements of 30.5 & 30.6

### 30.10 Portability of leave

30.10.1 In the event that an employee's previous employer or new employer voluntarily participates, when that employer is a Local Government Authority (LGA), this portability of leave clause shall apply.

30.10.2 Subject to the conditions hereinafter prescribed, an employee shall be entitled to transfer accumulated sick leave credits from one employing Local Government Authority to the City of Albany. The right to transfer such accumulated sick leave shall depend upon the following conditions:

30.10.2(a) the amount of accumulated sick leave being transferred shall not exceed eight (8) weeks, and

30.10.2(b) the employee shall produce a record to the City, certified by the previous LGA, showing the amount and source of the sick leave being transferred.

30.10.3 An LGA employing a City of Albany employee may recover from the City a contribution towards the cost of sick leave granted in accordance with the subclause 30.10.2(a).

## 31 COMPASSIONATE LEAVE

### 31.1 Paid leave entitlement

31.1.1 A permanent employee may take compassionate leave when a member of the employees immediate family or household member:

31.1.1(a) contracts or develops a personal injury or illness that poses a serious threat to their life, or

31.1.1(b) dies

31.1.2 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.

31.1.3 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 31.1.1 of an immediate family or household member that is occurring at a place located outside the Great Southern Region for the purpose of travel.

31.1.4 The employee must abide by notice requirements specified in 30.5

31.1.5 The employee must abide by the evidence requirements specified in 30.6

### 31.2 Part-time employees

31.2.1 A part-time employee is entitled to take compassionate leave on the same basis as prescribed for full-time employees in 31.1 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 incident.

This clause does not apply to casual employees

## 32 PARENTAL LEAVE

32.1 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.

32.2 An eligible casual employee means a casual employee:

32.3 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

32.4 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

32.5 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).

32.6 The City must not fail to re-engage a casual employee because:

32.6.1 the employee or employee's spouse is pregnant; or

32.6.2 the employee is or has been immediately absent on parental leave.

32.7 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.

### 32.8 Basic Entitlement

32.8.1 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.

32.8.2 Subject to 32.13, 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:

32.8.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;

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

### 32.9 Variation of Parental leave

Where an employee takes leave under clause 32.8 or 32.10, unless otherwise agreed between the employer and employee, an employee may apply to their employer 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 weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 32.8 or 32.10.

### 32.10 Right to Request

32.10.1 An employee entitled to parental leave pursuant to the provisions of clause 32.8 may request the City to allow the employee:

32.10.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 32.8.2(a) and 32.8.2(b) up to a maximum of eight weeks;

32.10.1(b) to extend the period of unpaid parental leave provided for in clause 32.8.1 by a further continuous period of leave not exceeding 12 months;

32.10.1(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.

32.10.2 The City 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.

#### 32.10.3 Employees request and the City's decision to be in writing

The employees request and the City's decision made under clauses 32.10.1(b) and 32.10.1(c) must be recorded in writing.

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

Where an employee wishes to make a request under clause 32.10.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 32.11 Maternity leave

- 32.11.1 An employee must provide notice to the City in advance of the expected date of commencement of parental leave. The notice requirements are:
- 32.11.1(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 weeks;
  - 32.11.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 32.11.2 When the employee gives notice under 32.11.1(a) the employee must also provide a statutory declaration the following:
- 32.11.2(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 32.12;
  - 32.11.2(b) any period of paternity leave sought or taken by her spouse
  - 32.11.2(c) the employee intends to be the primary carer of the child at all times while on maternity leave; and
  - 32.11.2(d) that for the period of maternity leave the employee will not engage in any conduct inconsistent with her contract of employment;
- 32.11.3 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.
- 32.11.4 Subject to 32.8.1 and unless agreed otherwise between the City and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 32.11.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth:
- 32.11.5(a) The City may require the employee to provide a medical certificate stating that she is fit to work in her present position, or
  - 32.11.5(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.
  - 32.11.5(c) if the employee fails to provide a medical certificate the employer can direct the employee to commence maternity leave.

### 32.12 Employee safety

- 32.12.1 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:
- 32.12.1(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.

- 32.12.1(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.
- 32.12.1(c) if the City 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:
  - 32.12.1(c)(i) the date on the medical certificate
  - 32.12.1(c)(ii) the day prior to the birth of the child
  - 32.12.1(c)(iii) where the pregnancy does not result in the birth of a living child, the day before the pregnancy ends.
- 32.12.1(d) Leave of this type does not reduce the employee's entitlement to 52 weeks of unpaid leave.

### 32.13 Special maternity leave

- 32.13.1 if an employee takes special maternity leave she will be required to provide the City with as soon as reasonably practicable:
  - 32.13.1(a) an application for special maternity leave stating the first and last ten days of the maternity leave, and
  - 32.13.1(b) if the employee has a pregnancy related illness- a medical certificate confirming the illness and that the employee is unfit to work, or
  - 32.13.1(c) if the employees pregnancy has ended – a medical certificate or statutory declaration may be requested by the City
- 32.13.2 the employee will be entitled to the period of special maternity leave as indicated on the medical certificate.
- 32.13.3 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.
- 32.13.4 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.

### 32.14 **Recommencement date**

- 32.14.1 Where leave is granted under 32.11.4, 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.

### 32.15 **Return to work**

- 32.15.1 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.
- 32.15.2 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 32.12 the employee will be entitled to return to the position they held immediately before such transfer.

- 32.15.3 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.

### 32.16 Paternity Leave

- 32.16.1 Eligibility to paternity leave as specified in clause 32.8.

32.16.2 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.

- 32.16.3 The period of paternity leave will be less than 52 weeks if the employee, or the employee's spouse, takes any other related leave such as maternity leave.

- 32.16.4 Types of paternity leave:

32.16.4(a) Short paternity leave is a unbroken period of unpaid leave up to one week starting on the day the employee's spouse gives birth. Notification requirements are a minimum of 14 days prior to the birth

32.16.4(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 requirements are a minimum of 10 weeks prior to the birth.

- 32.16.5 An employee will provide the City at least ten weeks prior to each proposed period of paternity leave, with:

32.16.5(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

32.16.5(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

32.16.5(c) except in relation to leave taken simultaneously with the child's mother under clauses 32.8.2(a), 32.8.2(b) and 32.10.1(a), a statutory declaration stating:

32.16.5(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

32.16.5(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

32.16.5(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- 32.16.6 The employee will not be in breach of 32.16.5 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.

- 32.16.7 Return to work conditions as specified in 32.15

### 32.17 Adoption leave

- 32.17.1 Eligibility for adoption leave as specified in 32.8
- 32.17.2 Types of adoption leave
- 32.17.2(a) Pre adoption leave - up to two days unpaid leave to attend interviews or examinations required to obtain approval to adopt an eligible child
  - 32.17.2(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.
  - 32.17.2(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.
- 32.17.3 Notification requirements of intention to adopt. Before commencing adoption leave, an employee will provide the City with a statutory declaration stating:
- 32.17.3(a) the employee is seeking adoption leave to become the primary care-giver of the child;
  - 32.17.3(b) the first and last days of adoption leave sought or taken by the employee,
  - 32.17.3(c) the first and last days of adoption leave sought or taken by the employee's spouse,
  - 32.17.3(d) the date on which the child will be placed in the employees care,
  - 32.17.3(e) that the child is an eligible child,
  - 32.17.3(f) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 32.17.4 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.
- 32.17.5 Application for leave
- 32.17.5(a) Short adoption leave 14 days before the placement of the child
  - 32.17.5(b) Long adoption leave the employee will notify the City 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.
- 32.17.6 Return to work conditions as specified in [32.15](#)

### 33 LEAVE WITHOUT PAY

- 33.1 Staff may apply for leave without pay, following full utilisation of all other available leave, 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.

### 34 PURCHASED LEAVE

34.1 The City and an employee may agree to enter an arrangement whereby the employee can purchase one to eight 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
44 weeks	8 weeks
45 weeks	7 weeks
46 weeks	6 weeks
47 weeks	5 weeks
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 34.2 Participation in the scheme is by application and, if rejected, at the City shall provide the reasons for denial of the application in writing.
- 34.3 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.
- 34.4 The purchased leave will not be accrued from year to year.
- 34.5 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.
- 34.6 The 17.5% loading for annual leave is not applicable for any period of purchased leave.

### 35 CULTURAL LEAVE

- 35.1 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 employee's supervisor in advance and shall be in the form of an accrued Rostered Day Off, Time in Lieu or Annual Leave.
- 35.2 This clause shall also be read in conjunction with the City of Albany Aboriginal Accord and clause 29.3.2 of this Agreement which provides employees the opportunity to substitute a Public Holiday for the National Aboriginal and Islander Day of Celebration.

### 36 LONG SERVICE LEAVE

- 36.1 Employees shall be entitled to 13 weeks Long Service Leave after 10 years of continuous service, and another 13 weeks for every seven years of continuous service thereafter.
- 36.2 Pro rata long service leave shall be payable on retirement, redundancy or voluntary termination after 7 years of continuous service.
- 36.3 All other conditions remain in accordance with the Long Service Leave (Local Government) Regulations that may be varied from time to time.
- 36.4 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.

### 37 JURY SERVICE & EMPLOYEES SUBJECT TO SUBPOENAE

- 37.1 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 the City.

**PART F – OTHER CONDITIONS****38 REDUNDANCY AND REDEPLOYMENT****38.1 Redundancy**

- 38.1.1 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:
- 38.1.2 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.
- 38.1.3 The parties recognise that if an employee is redundant, then the employee shall receive the following benefits upon leaving the organisation.
- 38.1.3(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.
- 38.1.3(b) An additional one week's pay or notice, if the employee is 45 years of age or over;
- 38.1.3(c) Severance pay based on completed years of service with the City as follows:
- 38.1.3(c)(i) 3 weeks pay for each completed year of service and up to a maximum of 52 weeks plus all unused leave entitlements.
- 38.1.4 The employee may elect to work less than the twelve weeks notice and still enjoy the benefits of subclauses 38.1.3(a) and 38.1.3(b) of this clause however, employee's shall only receive payment for that much of the notice period that the employee works.
- 38.1.5 This clause shall not apply to casual employees or those employed on contracts for specific periods or projects.

**38.2 Redeployment**

- 38.2.1 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.
- 38.2.2 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.
- 38.2.3 Any period spent in redeployment, after which the employee reverts to redundancy, shall count towards the 12 weeks notice period.
- 38.2.4 The employee shall be provided with the opportunity to undertake training and development as determined by the staff appraisal process.

**38.3 Transmission of business**

- 38.3.1 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:
- 38.3.1(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

- 38.3.1(b) Where the employee rejects an offer of employment with the transmittee:
- 38.3.1(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
  - 38.3.1(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.

#### 38.4 Exemptions

38.4.1 Redundancy and Redeployment as specified in **clause 38** do not apply to:

- 38.4.1(a) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 38.4.1(b) probationary employees;
- 38.4.1(c) apprentices;
- 38.4.1(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;
- 38.4.1(e) employees engaged for a specific period of time or for a specified task or tasks; or
- 38.4.1(f) casual employees.

#### 38.5 Redundancy Disputes

38.5.1 Where the City of Albany contemplates terminating an Employee's employment due to redundancy and a dispute arises, the City of Albany will provide affected employees with relevant information including:

- 38.5.1(a) The reasons for the proposed redundancy
- 38.5.1(b) The number and categories of workers likely to be affected; and
- 38.5.1(c) The period over which any proposed redundancies are intended to be carried out

38.5.2 Where a redundancy dispute arises and discussions occur in accordance with this clause the City 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.

### 39 EMPLOYEE ASSISTANCE PROGRAM

39.1 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:

- 39.1.1 Emotional problems
- 39.1.2 Marital or family concerns
- 39.1.3 Relationship difficulties
- 39.1.4 Financial concerns

- 39.1.5 Alcohol or other drug problems, or
- 39.1.6 Problems such as those above that may result in conflict and absenteeism.
- 39.2 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 44 of this Agreement, or other appropriate formal grievance procedure in the workplace.

## 40 SELF MANAGED WORK TEAMS

- 40.1 Self Managed Work Teams are those which:
  - 40.1.1 Share the responsibility for a work process, in whole or in part, which delivers a product or service to an internal or external customer;
  - 40.1.2 Work together to improve their operations, handle day to day problems, plan and control their work and trial new initiatives.
- 40.2 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:
  - 40.2.1 Safety
  - 40.2.2 Productivity
  - 40.2.3 Quality
  - 40.2.4 Timely service delivery
  - 40.2.5 Resource utilisation
  - 40.2.6 Training
  - 40.2.7 Process improvements
  - 40.2.8 Scheduling people
  - 40.2.9 Work assignments
- 40.3 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.
- 40.4 The parties are committed to undertake the necessary training and identification of resources required for the implementation of self managed work teams.
- 40.5 The prime role of the organisation in the development of self-managed work teams is to:
  - 40.5.1 Provide vision
  - 40.5.2 Transfer management responsibilities and authority to teams
  - 40.5.3 Facilitate external relationships
  - 40.5.4 Provide resources
  - 40.5.5 Plan longer term
  - 40.5.6 Provide training

40.5.7 Support team members' career development

## 41 TRAVEL REIMBURSEMENT

- 41.1 An employee who is not required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment, but when requested by the City voluntarily consents to use their own vehicle shall for journeys travelled on official business approved by the City be reimbursed all expenses incurred in accordance with the appropriate rates set out in Tables 1 or 2.

**TABLE 1 - MOTOR CAR**

Area and details	Engine displacement (in cubic centimetres)		
	Over 2600cc	Over 1600 - 2600cc	1600cc and under
Cents per kilometre			
Metropolitan area	69.0	58.9	48.9
South west land division	71.5	61.1	51.0
North of 23.5 south latitude	78.7	67.3	56.4
Rest of the State	73.7	62.9	52.4

**TABLE 2 - MOTOR CYCLE**

Distance travelled during a year on official business	Rate c/km
Rate per kilometre	23.9

- 41.2 An employee who is required by the City to use his/her four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in 41.1. The amount of such allowance shall be fixed by agreement between the City and the employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.
- 41.3 An employee who is required by the City to use his/her trailer for the purpose of carrying material, other than the employee's own tools, for the City, shall be paid an allowance in addition to the rates prescribed in 41.1. The amount of such an allowance shall be fixed by agreement between the City and employee in the light of the particular circumstances in which the trailer is used.

## 42 PPE

- 42.1 The City shall supply all PPE in accordance with the West Australian Occupational Safety and Health Act 1984.
- 42.2 The Occupational Safety and Health Representatives employed under this Agreement shall have input into the selection of PPE.

## 43 UNIFORMS/STANDARD OF DRESS

- 43.1 Uniforms are reasonably expected to be worn at all times.
- 43.2 An initial issue of eleven articles of clothing including trousers, shirts and jumpers will be made to all new employees, who shall take care to maintain them in a clean condition.

- 43.3 Replacement uniform articles shall be made when such items become (in the opinion of the Co-ordinator) unserviceable or faded.

## 44 DISPUTE SETTLEMENT PROCEDURE

- 44.1 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.
- 44.1.1 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.
- 44.1.2 If the dispute directly involves the Employee(s)' immediate Supervisor, Leading Hand or Senior then this procedure shall still be initiated at subclause 44.1.3
- 44.1.3 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.
- 44.1.4 If the dispute directly involves the employee(s)' Manager or Co-ordinator then this procedure shall be initiated at subclause 44.1.5.
- 44.1.5 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.
- 44.1.6 If the dispute directly involves the employee(s)' Executive Director then this procedure shall be initiated at subclause 44.1.7.
- 44.1.7 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.
- 44.1.8 If the dispute directly involves the Chief Executive Officer then this procedure shall be initiated at subclause 44.1.9.
- 44.1.9 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.
- 44.1.10 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.
- 44.1.11 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.
- 44.1.12 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.
- 44.1.13 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.

- 44.1.14 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.
- 44.1.15 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**

**45 CLASSIFICATION STRUCTURE – TRANSITIONAL ARRANGEMENTS**

- 45.1 The parties to this Agreement will work collaboratively to introduce the new classification system detailed in this section of the Agreement.
- 45.2 The parties recognise the following transitional arrangements:
  - 45.2.1 That the Employee Consultative Committee shall be the forum for consultation on issues of implementation and the Dispute Settlement Procedure shall be used for matters in dispute
  - 45.2.2 That the skills assessments of existing employees shall recognise prior learning (RPL) in addition to formal or otherwise recognised qualifications
  - 45.2.3 That clear guidelines be developed regarding an employee's access to further training and opportunities for advancement within the classification structure, including consideration given to those employees on light or restricted duties
  - 45.2.4 That no individual employee shall be financially worse off as an outcome of the transition
  - 45.2.5 That all existing employees shall be assessed and where deemed appropriate reclassified under the new classification structure. These assessments and reclassifications shall be completed within 6 months of this Agreement becoming operational. All successful reclassifications shall be back paid to the commencement date of this Agreement.
  - 45.2.6 Any changes to the position descriptions of existing employees shall be done by mutual agreement

**46 MUNICIPAL EMPLOYEE ENTRY LEVEL 3**

Entry Level	Comments	
<b>Works</b>	Basic accreditation to be achieved at this level:	
1. Training commences in Cert 3 Civil Construction or equivalent	<b>Works</b>	<b>Bushcare</b>
<b>Parks</b>	Basic traffic management	Basic traffic management
1. Training commences in Cert 3 Rural Ops or equivalent	Basic resuscitation	Basic resuscitation
<b>Landfill</b>	<b>Parks</b>	Chainsaw ticket
1. Training commences in Cert 3 Civil Construction or equivalent	Basic traffic management	<b>Survey</b>
<b>Trades</b>	Basic resuscitation	Basic traffic management
1. Training commences in Cert 3 Building Construction or equivalent		Basic resuscitation
<b>Survey</b>	<b>Landfill</b>	
1. Training commences in Certificate 2 Surveying or equivalent	Basic Resuscitation	
<b>Bushcare</b>	<b>Trades</b>	
1. Training commences in Cert 3 Rural Ops or equivalent	Basic Resuscitation	

## 47 MUNICIPAL EMPLOYEE BASE LEVEL 4

<b>Base Level</b>	<b>Accreditation to commence</b>
<b>Works</b>	
1. Upon completion of Cert 3 Civil Construction	
2. In house training to a level of proficient use and accreditation.	
<b>Parks</b>	
1. Upon completion of Cert 3 Rural Ops	
2. In house training to a level of proficient use and accreditation.	
<b>Landfill</b>	
1. Upon completion of Cert 3 Rural Ops	
2. In house training to a level of proficient use and accreditation.	
<b>Trades</b>	
1. Upon completion of Cert 3 Building Construction	
2. In house training to a level of proficient use and accreditation.	
<b>Survey</b>	
1. Upon completion of Cert 2 Surveying	
2. In house training of duties associated with survey work to a proficient level.	
3. Commencement of Cert 4 Surveying	
<b>Bushcare</b>	
1. Completion of Cert 3 Rural Ops	
2. In house training to a level of proficient use and accreditation.	
3. Commencement of Cert 4 Land Management (Bush Regeneration)	

## 48 MUNICIPAL EMPLOYEE MULTI-SKILLING LEVEL 5

<b>Multi skilling / Works</b>	<b>Equip Types</b>	<b>W/place Operation</b>
1. Proficient and accredited use of 3 equipment types and Demonstrated proficiency in 3 workplace operations.	loader	road patching
	bobcat	drainage
or	grader	signage
3 years experience with specialist plant - Grader	hiab	concrete & paving
2. Training commences in a unit mentoring/training/communication	backhoe	road construction
	roller	
	Forklift	
	Semi / Giga / Low-loader	
	Sweeper	
	Reach Mower	
<b>Parks</b>	<b>Equip Types</b>	<b>W/place Operations</b>
1. Completion of Cert 4/Trade Cert in Horticulture	EWP	mowing
or	chainsaw	annual maintenance
Cert 3 Rural Ops with 4 years experience in amenity horticulture	truck	street tree pruning
2. Proficient and accredited use of 3 equipment types and demonstrated proficiency in 3 workplace operations.	mini digger	urban spraying
	tractor	playground maintenance
3. Commencement of mentoring/training/communication unit		power line pruning
		reticulation
		turf maintenance
<b>Landfill</b>	<b>Equip Types</b>	<b>W/place Operations</b>

1. Proficient and accredited use of 3 equipment types and demonstrated proficiency in 3 workplace operations.	loader	weighbridge
		tip face
2. Training commences in a unit mentoring/training/communication		transfer area
	compactor	asbestos disposal
	truck	offal pit
		quarantine
<b>Trades</b>	<b>Equip Types</b>	<b>W/place Operations</b>
1. Proficient and accredited use of 3 equipment types and demonstrated proficiency in 3 workplace operations.	EWP	bridge maintenance
	timber milling	line marking
2. Training commences in a unit mentoring/training/communication	chainsaw	building maintenance
		scaffolding
		banner installation
<b>Survey</b>		
1. Completion of Cert 4 Surveying.		
<b>Bushcare</b>		
1. Completion of Cert 4 Land Management (Bush Regeneration)		
2. Training commences in a unit.		
Mentoring / Training / Communication		

## 49 MUNICIPAL EMPLOYEE MENTORING LEVEL 6

<b>Mentoring Tutoring / Works</b>	<b>Expected to train staff in-house to a point where assessor can accredit</b>
1. Proficient and demonstrated use of more than 5 equipment types and demonstrated proficiency in 5 workplace operations.	
or	
3 - 5 years of experience in specialist plant	
2. Minimum 12 months @ Multi-skilling level	
3. Completion of mentoring/training/communication unit	
<b>Parks</b>	
1. Completion of Cert 4/Trade Cert in Horticulture	
or	
Cert 3 Rural Ops with 4 years experience in amenity horticulture	
2. Proficient and accredited use of 3 equipment types and demonstrated proficiency in 5 workplace operations.	
3. Completion of mentoring/training/communication unit	
4. Minimum 12 months @ Multi-skilling level	
<b>Landfill</b>	
1. Proficient and demonstrated use 4 equipment types and demonstrated proficiency in 6 workplace operations.	
2. Minimum 12 months @ Multi-skilling level	
3. Completion of mentoring/training/communication unit	
<b>Trades</b>	
1. Proficient and accredited use of 3 equipment types and demonstrated proficiency in 5 workplace operations.	

2. Completion of mentoring/training/communication unit	
3. Minimum 2 years at Multi-skilling level	
<b>Survey</b>	
No mentoring /Tutoring position.	
<b>Bushcare</b>	
1. As of Multi-skilling level	
2. Completion of mentoring/training/communication unit	
3. Minimum 2 years at Multi-skilling level	

## 50 MUNICIPAL EMPLOYEE SPECIALIST LEVEL 7

Specialist positions	Comments
<b>Final Trim Grader</b>	<b>Expected to train staff in-house to a point where assessor can accredit</b>
1. 1 year full-time experience in final grade operation.	
2. 3 year full-time experience in construction grading	
3. Accreditation in grader operation	
4. Cert 3 Civil Construction	
5. Completion of mentoring/training/communication unit	
<b>Drainage</b>	
1. 3 years full-time experience in drainage operations.	
2. 1 year full-time experience in preparing levels relevant to drainage	
3. Accreditation in backhoe/excavator operation	
4. Cert 3 Civil Construction	
5. Completion of mentoring/training/communication unit	
<b>Parks</b>	
<b>Reticulation Officer</b>	
1. Cert 3 Rural Ops (including retic unit) plus 5 years fulltime experience in commercial irrigation	
or	
Cert4/Trade Certificate Horticulture plus 5 years fulltime experience in commercial irrigation.	
2. Completion of mentoring/training/communication unit	
<b>Turf Curator</b>	
1. Cert 4 Horticulture/Cert 3 Rural Ops (including turf unit) plus 5 years fulltime experience in intensive turf maintenance.	
or	
Trade Certificate Horticulture (including turf unit) plus 1 years fulltime experience in intensive turf maintenance.	
or	
Trade Certificate in Turf Management	
2. Completion of mentoring/training/communication unit	
<b>Landfill</b>	
No Specialist Positions	
<b>Trades</b>	
<b>Carpenter</b>	
1. Refer to Building Award	

<b>Survey</b>	
No Specialist Positions	
<b>Bushcare</b>	
<b>Senior Bushcare Officer</b>	
1. Completion of Diploma in Land Management (Bush Regeneration)	
2. Minimum 12 months at Mentoring /Tutoring level	

## 51 MUNICIPAL EMPLOYEE LEADING HAND LEVEL 8

<b>Works</b>	<b>Comments</b>
1. As of Level 5 or Level 6	
2. Commencement Cert 3 Frontline Management	
<b>Parks</b>	
1. As of Level 5 or Level 6	
2. Commencement Cert 3 Frontline Management	
<b>Landfill</b>	
1. As of Level 5	
2. Commencement Cert 3 Frontline Management	
<b>Trades</b>	
1. As of Level 5 or Level 6	
2. Commencement Cert 3 Frontline Management	
<b>Survey</b>	
No Leading Hand position	
<b>Bushcare</b>	
No Leading Hand position	

## 52 QUALIFIED TRADESPERSON

A Qualified Tradesperson is a person that has completed a nationally accredited trade qualification as a mechanic or carpenter.

## 53 QUALIFIED TRADESPERSON LEADING HAND

A Qualified Tradesperson that meets the definition of Leading Hand for the purposes of the agreement

## 54 QUALIFIED TRADESPERSON SUPERVISOR

A Qualified Tradesperson that meets the definition of Supervisor for the purposes of the agreement

**PART H - WAGE SCHEDULE**

**55 WAGE SCHEDULE A**

The following wage schedule shall apply from 2<sup>nd</sup> July 2007

<b>CLASSIFICATION</b>	<b>Base Rate Annual – 2<sup>nd</sup> July 2007</b>	<b>Base Rate \$/hr – 2<sup>nd</sup> July 2007</b>
<b>Municipal Employee Entry 3 Currently Level 3 ME</b>	<b>\$35,589</b>	<b>\$18.01</b>
<b>Municipal Employee Base 4 Currently Level 4 ME</b>	<b>\$36,487</b>	<b>\$18.4652</b>
<b>Municipal Employee Multi-Skilling 5 Currently Level 4A ME</b>	<b>\$37,669</b>	<b>\$19.0632</b>
<b>Municipal Employee Mentoring 6 Currently Level 5 ME</b>	<b>\$38,306</b>	<b>\$19.3828</b>
<b>Municipal Employee Specialist 7 Currently Level 6 ME</b>	<b>\$40,235</b>	<b>\$20.3623</b>
<b>Municipal Employee Leading Hand 8</b>	<b>\$40,235</b>	<b>\$20.3623</b>
<b>TRADES &amp; BUILDING</b>		
<b>Qualified Tradesperson</b>	<b>\$40,276</b>	<b>\$20.3826</b>
<b>Qualified Tradesperson Leading Hand</b>	<b>\$41,889</b>	<b>\$21.1991</b>
<b>Qualified Tradesperson Supervisor</b>	<b>\$48,051</b>	<b>\$24.3177</b>
<b>MECHANICAL WORKSHOP</b>		
<b>Qualified Tradesperson</b>	<b>\$42,680</b>	<b>\$21.5993</b>
<b>Qualified Tradesperson Leading Hand</b>	<b>\$46,049</b>	<b>\$23.3044</b>
<b>Qualified Tradesperson Supervisor</b>	<b>\$49,422</b>	<b>\$25.0111</b>

**56 WAGE SCHEDULE B-**

The following wage schedule shall apply from the date of lodgement of the agreement.

<b>CLASSIFICATION</b>	<b>Base Rate Annual – Date of lodgement</b>	<b>Base Rate \$/hr – Date of Lodgement</b>
<b>Municipal Employee Entry 3 Currently Level 3 ME</b>	<b>\$35,589</b>	<b>\$18.0106</b>
<b>Municipal Employee Base 4 Currently Level 4 ME</b>	<b>\$37,472</b>	<b>\$18.9635</b>
<b>Municipal Employee Multi-Skilling 5 Currently Level 4A ME</b>	<b>\$38,912</b>	<b>\$19.6923</b>
<b>Municipal Employee Mentoring 6 Currently Level 5 ME</b>	<b>\$40,338</b>	<b>\$20.4139</b>
<b>Municipal Employee Specialist 7 Currently Level 6 ME</b>	<b>\$41,764</b>	<b>\$21.1356</b>
<b>Municipal Employee Leading Hand 8</b>	<b>\$43,394</b>	<b>\$21.9605</b>
<b>TRADES &amp; BUILDING</b>		
<b>Qualified Tradesperson</b>	<b>\$47,694</b>	<b>\$24.1366</b>
<b>Qualified Tradesperson Leading Hand</b>	<b>\$49,690</b>	<b>\$25.1467</b>
<b>Qualified Tradesperson Supervisor</b>	<b>\$52,665</b>	<b>\$26.6523</b>
<b>MECHANICAL WORKSHOP</b>		
<b>Qualified Tradesperson</b>	<b>\$47,694</b>	<b>\$24.1366</b>
<b>Qualified Tradesperson Leading Hand</b>	<b>\$49,690</b>	<b>\$25.1467</b>
<b>Qualified Tradesperson Supervisor</b>	<b>\$52,665</b>	<b>\$26.6523</b>

**PART I – DECLARATION & SIGNATORIES****57 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