

City of Kwinana Enterprise Agreement*

2021



CITY OF KWINANA
ADMINISTRATION

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2. OPERATION OF AGREEMENT

2.1 Title and Nominal Expiry Date

This Enterprise Agreement shall be known as the City of Kwinana Enterprise Agreement 2021 (“Agreement”) and its nominal expiry date will be the 1 July, 2025.

The parties to this Agreement commit to commencing negotiations at least six months prior to the expiry of this Agreement either face to face or virtually, if not possible.

2.2 Variation of Agreement

The parties to this Agreement acknowledge that this Agreement can be varied by consent of the parties in accordance with Division 7 of part 2-4 of the *Fair Work Act 2009*.

2.3 Parties to the Agreement

This Agreement is between:

2.3.1 The City of Kwinana of Gilmore Avenue Kwinana (“the City”);

and,

2.3.2 Employees of the City of Kwinana (“Employees”), excluding Employees who are employed under maximum term or fixed term contracts with higher negotiated remuneration packages and would be classified at a Level 9 or above under the *Local Government Industry Award 2020*.

2.4 Coverage and Application of this Agreement

This Agreement covers and applies to:

2.4.1 Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union (“LGRCEU”).

2.4.2 Australian Municipal Administration Clerical and Services Union (“ASU”).

2.4.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES

provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.5 Anti-Discrimination

The Parties to this Agreement agree:

- 2.5.1 That it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- 2.5.2 That any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- 2.5.3 That nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- 2.5.4 To practice and promote the principles of equal employment opportunity (EEO) and are committed to the spirit and principles of equal employment opportunity legislation; and
- 2.5.5 That the City of Kwinana will develop and implement a regular scheduled program of training on EEO and that attendance at both initial and refresher training is compulsory for all staff.

2.6 Validity of Agreement Following Challenge

If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

2.7 Supersession of Previous Industrial Instruments

This Agreement shall supersede all previous enterprise agreements and Awards applicable to the City of Kwinana unless, where expressly stated in writing in this Agreement it is detailed that the *Local Government Industry Award 2020* will apply.

2.8 Self-Funding for Bright Futures Children's Services

The Parties agree that, in the case of Bright Futures Children's Services, any pay increases, benefits or costs associated with the Agreement will be funded through self-funding by Bright Futures Children's Services and not Municipal funds. Conditions pertaining to redundancy and retraining will apply to Bright Futures Children's Services regardless of external funding arrangements.

3. OBJECTIVES OF AGREEMENT

3.1 Commitments

The parties to this Agreement and the LGRCEU and ASU are committed to ensuring that the City of Kwinana remains an effective and efficient deliverer of services. Accordingly, the following objectives will be pursued:

- 3.1.1 An environment where everyone looks forward to coming to work and providing the highest quality services to the community of the City of Kwinana and internal customers.
- 3.1.2 The attainment of the strategies and objectives as nominated in the relevant business plans, and performance and staff development reviews.
- 3.1.3 The enhancement of the image and profile of the City of Kwinana.
- 3.1.4 The continuation of a viable and effective day labour workforce where it is comparable and competitive.
- 3.1.5 Staff strive for excellence, where quality performers who go the extra yards being recognised for their efforts and given opportunity to achieve their development goals.
- 3.1.6 Good performance and ethical behaviours are the norm.
- 3.1.7 Contemporary management practices are used so that innovation and self-management principles are embraced.
- 3.1.8 Staff focus on continuous improvement so that problems are prevented from occurring in the first place.
- 3.1.9 Maintaining an honest and ethical environment, eliminating all forms of discrimination.

3.2 Intent

The objectives of this Agreement will be achieved through:

- 3.2.1 The continuation of a workplace culture conducive and open to change and matched by a commitment to continuous improvement by all persons in the organisation.
- 3.2.2 All staff actively embracing the attainment of the key performance indicators set.
- 3.2.3 The continuation of a high performance, high trust organisation through a genuine partnership between the City, Employees and the community.
- 3.2.4 Cooperation and flexibility: The introduction of new technologies, the empowerment of Employees, the ongoing development of the team structure and continuous workplace improvement will result in work being organised on a whole of job approach. This may necessitate changes to some existing work practices and the removal of current restrictions, restraints and barriers. Every endeavour will be made to resolve related issues at the workplace through consultation with Employees (accompanied by their appointed representatives, if that right is exercised) or, where appropriate, via the dispute resolution process contained within this agreement.
- 3.2.5 Staff committing to active participation/contribution in the organisation's development, particularly through cross-functional teams and working groups.
- 3.2.6 Ethical Behaviour: The Parties support and encourage an ethical environment that encourages positive behaviours based on the following ethical principles:
- (i) The wellbeing of Employees is to be promoted.
 - (ii) Parties are to be treated fairly and not discriminated against.
 - (iii) Parties' rights and dignity should be respected.
 - (iv) Parties will be honest in all dealings.
 - (v) The Parties agree to treat sensitive information in relation to customer service and personnel with discretion.
 - (vi) The Parties agree to respect the City's intellectual property.
 - (vii) Conflicts of interest are to be declared by Employees.
 - (viii) Information, resources or equipment are to be used in their intended manner by Employees.

3.2.7 Workplace Development: Any move to alter how work is arranged must support the organisation's vision. The focus must be on satisfying and exceeding our customers' requirements by providing an efficient and effective service. The City of Kwinana has different types of business, therefore, workplace specific arrangements will need to be developed which complement the business of a particular workplace. The parties agree that workplace development will be done in regular consultation.

The Parties to this Agreement and the LGRCEU and ASU accept that ongoing technological change is a normal part of the modern workplace.

4. BEST PRACTICE

4.1 Principles

The Parties to this Agreement and the LGRCEU and ASU recognise that the principles of best practice should continue to be implemented in the workplace. They agree that best practice is a process of achieving exemplary levels of performance through improved techniques and constantly changing and adapting our methods of service delivery to meet new needs:

The Parties agree to the continued implementation of a program of 'Best Practice' based on the following:

- Continuous improvement in the productivity, quality and responsiveness of our service delivery;
- Use and measurement of data, including financial, as a means of monitoring our organisational performance;
- Application of teamwork principles to involve all staff in pursuit of quality improvement;
- Ongoing focus on the needs of our customers;
- Developing the skills and flexibility of our Employees; and
- Active involvement in, and contribution to, functional and cross-functional teams.

4.1.1 Key Performance Indicators

The Parties commit themselves to a process of continuous improvement and acknowledge key performance indicators as a

means of measuring what has been achieved and the need for any further improvements.

The primary role of performance indicators is to assist in the delivery of Business Plan Key Result Areas in the interests of customers, the City, Employees, and in improving the quality of service.

It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvement.

The City of Kwinana and Employees involved in the ongoing development of benchmarks recognise that the need for performance indicators must be effectively communicated to all Employees. Appropriate communication mechanisms will be maintained through functional team meetings, staff induction processes, and staff planning and development reviews.

4.1.2 Continuous Improvement

The Parties are committed to continuous improvement processes and practices within the City's operations. Continuous improvement is a systematic method for improving processes to better meet stakeholder (customer) needs and expectations. Continuous improvement is constantly adapting by obtaining and using information, and by evaluating changes to make sure they were effective. It requires:

- Good information about the environment from a variety of sources, to evaluate outcomes (what you do) and processes (how you do it);
- The ability to pull people together from different levels and areas to freely discuss the information and issues involved, come up with ideas, evaluate them, choose some and carry them out;
- Systematic ways to measure progress and the outcomes of changes using objective information and measures;

The success of continuous improvement is the responsibility of everyone in the organisation. Continuous improvement requires dedication and a willingness to be guided by objective information sources so that people work together towards a common goal.

4.1.3 Teams

It is recognised that teamwork is a key element of the City of Kwinana's philosophy. All parties agree to the ongoing development of teams and that all Employees will participate in both functional teams and cross functional teams.

Functional teams are defined as work teams established from within an Employee's own work area. Cross-functional teams are formed by bringing together Employees from across the organisation in order to plan, implement, monitor and review work processes, projects and specific issues.

The Parties are committed to the ongoing development of work teams as a way of improving individual and group job satisfaction and workplace productivity.

Teams require Employees to be flexible in their willingness and ability to perform a range of duties at various levels of skill and responsibility.

4.2 Best Value

The City of Kwinana is seeking to move towards a more commercial style of operation which recognises the nature of the business in which it is engaged and the significant role that earned income plays in its overall financial situation. The City believes that the changes in structure and organisation required to facilitate a more commercial operation will benefit the organisation and assist Employees to provide their services to the public.

Every endeavour will be made to improve the performance at the City of Kwinana relative to "Best Practice" benchmarks.

The Parties will work towards determining the most effective and efficient means of using internal and external resources, with proper regard to the needs, security, training and development and long-term efficiency of Employees within the organisation.

The Parties agree that arbitrary job reductions are not a sound basis upon which improvements to productivity are secured. The City agrees that any proposed changes to the permanent workforce will be done in full consultation with relevant staff. The Parties agree that the relevant team will be the forum to discuss and consult on all matters affecting that team, including contracting out.

Where competitive tendering processes that affect outsourcing are proposed in respect of any activity covered by this Agreement, and which

relates to internal/external services provided by Employees covered by this Agreement the following principles shall apply:

- Employees shall be provided with relevant training and support in the process relating to tendering, costing, estimating and the documentation that is required to develop a competitive bid.
- Relevant administrative, technical and professional support shall be provided to Employees affected by the tendering process.
- In any tendering process (for a current in-house service), a fair and equitable method of establishing the in-house tender cost will be used. The purpose of this shall be to prevent inappropriate costs, short cuts that reduce quality of service and monopolies being attributed to the in-house bid.
- Prior to any service being put out to tender, the in-house costing will be discussed in detail with any in-house team that is preparing a bid.

4.3 Model Flexibility Term

4.3.1 The City of Kwinana and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

4.3.1.1 The agreement deals with one (1) or more of the following matters:

- (i) Arrangements about when work is performed;
- (ii) Overtime rates;
- (iii) Penalty rates;
- (iv) Allowances;
- (v) Leave loading; and

4.3.1.2 The arrangement meets the genuine needs of the City and the Employee in relation to one (1) or more of the matters mentioned in paragraph 4.3.1.1; and

4.3.1.3 The arrangement is genuinely agreed to by the City and the Employee.

4.3.2 The City must ensure that the terms of the individual flexibility arrangement:

- 4.3.2.1 Are about permitted matters under section 172 of the *Fair Work Act 2009*;
 - 4.3.2.2 Are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - 4.3.2.3 Result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 4.3.3 The City must ensure that the individual flexibility arrangement:
- 4.3.3.1 Is in writing; and
 - 4.3.3.2 Includes the name of the Employer (the City of Kwinana) and the Employee; and
 - 4.3.3.3 Is signed by the City of Kwinana and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 4.3.3.4 Includes details of:
 - (i) The terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) How the arrangement will vary the effect of the terms; and
 - (iii) How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 4.3.3.5 States the day on which the arrangement commences.
- 4.3.4 The City must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.3.5 The City or Employee may terminate the individual flexibility arrangement:
- 4.3.5.1 By giving no less than 28 days written notice to the other party to the arrangement; or
 - 4.3.5.2 If the City and Employee agree in writing - at any time.

5. EMPLOYMENT CATEGORIES

Employees may be employed in any of the following categories:

5.1 Permanent Employment

“Permanent” refers to an Employee whose employment is continuous, as evident through a letter of appointment that contains a commencement date with no indication of a termination date. Permanent Employees may be further categorised as Full-time or Part-time.

5.1.1 Full-time Employment

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

5.1.2 Part-time Employment

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

5.1.2.2 Part-time Employees receive payment for salary, annual leave and personal leave on a pro rata basis. By agreement the City and an Employee may vary the agreed hours of work. In the event that the City seeks to vary the agreed hours of work without the consent of the Employee, four (4) week’s notice shall be provided.

5.2 Casual Employment

5.2.1 The Definition of a Casual Employee is taken from the *Fair Work Act 2009* which at the time of this Agreement being adopted is defined as the person being offered a job, and the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work and that person accepts the offer knowing that there is no firm advance commitment and becomes an Employee.

5.2.2 Casual Employees shall be paid a 25% loading in addition to the ordinary hourly rate of pay for the classification of work performed, and in addition to any other penalty rate payable for ordinary hours of work performed. (The casual loading is paid as compensation for leave as defined in subclause 5.2.3.).

(Applicable formula for hourly penalty rates: Base rate multiplied by the penalty rate plus casual loading on base rate equals the hourly rate.

For example, if a casual Employees’ ordinary hourly rate of pay is \$20 and they are working overtime at the rate of time and a half they will be paid:

Hourly rate \$20 x 1.5 for penalty rate = \$30 plus the casual loading which is \$20 x 25% casual loading which is \$5. So, in total at time and half rate they will earn \$35 per hour.)

- 5.2.3 Casual Employees are not entitled to annual leave, public holidays, personal leave and severance pay provided by this Agreement. Casual Employees are entitled to two (2) days unpaid carers leave and two (2) days unpaid compassionate leave per occasion. Casual Employees may be entitled to Parental Leave in accordance with Clause 12.
- 5.2.4 Casual Employee's ordinary hours of work is defined in clause 6.
- 5.2.5 Casual Employees are entitled to Long Service Leave as defined in the *Local Government Long Service Leave Regulations* so long as the requirements of continuous service are met.
- 5.2.6 The minimum shift length of a Casual Employee is one hour. However, should a Casual Employee be rostered to work less than two hours for one continuous shift they will be paid the higher of:
- a. The applicable rate, with casual loading and any applicable penalty rates, under this Agreement; and
 - b. The applicable rate, with casual loading and any applicable penalty rate, for the appropriate classification level under the *Local Government Industry Award 2020* for two hours.
- 5.2.7 Many Casual Employees work in multiple roles, for example they may be a Gym Instructor and a Group Fitness instructor. For the purposes of minimum casual shift engagement, the combination of the roles constitutes the shift length when worked consecutively.
- 5.2.8 Casual Conversion is provided in accordance with the NES and the *Local Government Industry Award 2020*.

5.3 Fixed Term Employees

Fixed term Employees are Employees employed under a contract of employment for a specified period of time, or for a specified task or for a duration of a season. Whether a person is a fixed term Employee shall be evident through a letter of appointment that contains the commencement date and the setting out of the specified period, task or season duration.

A specific project agreement may not necessarily have a conclusion date in it. That is because it concludes at the end of a project.

A specified period contract will have a clear finish date indicated in it.

5.4 Probationary Period for Employees

A probationary period of three (3) months will apply at commencement of employment for full time, part time and fixed term Employees. At the discretion of the CEO, the probationary period can be extended for up to another two (2) months.

6. HOURS OF WORK

6.1 Ordinary Hours

The ordinary hours of work will be 1976 per annum (inclusive of all categories of leave), resulting in an average of 38 hours per week. The average hours of work can be worked on one of the following basis:

- 76 hours over fourteen consecutive days (aligning with the pay-period); or
- 152 hours over 28 consecutive days (aligning with two (2) consecutive pay-periods); or
- such further extended cycles as agreed between City and Employee/s which produces an average 38 hours per week.

6.2 Seven Day a Week Positions

6.2.1 The ordinary hours of work for the following positions shall be worked up to within a ten (10) hour spread between commencement and completion on any shift Monday to Sunday, this shall include an unpaid meal break not exceeding one hour's duration:

- Caretakers/Hall Keepers/Caravan Park Employee; Catering/Hospitality;
- Cleaners;
- Garbage, sanitary and sullage services;
- Local Law Enforcement Officers and Community Safety Services; Public Convenience Attendants;
- Street Cleaning Machine Operator;

6.3 Library Employees

Library Employees may be rostered such that the ordinary hours of duty shall not exceed an average of 38 hours per week, on any five (5) days

of the week Monday to Sunday within a span of a maximum of 12 hours between the hours of 8.00am and 9.00pm.

6.4 City Operations Workers (Not Already Listed In 6.2)

The ordinary hours of work for City Operations Employees based at the City's Works Depot, other than those Employees occupying the positions set out in subclause 6.2, shall be an average of 38 hours per week between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday over two consecutive weeks. The ordinary hours of work shall be carried out within a ten (10) hour spread and inclusive of an unpaid meal break. This subclause does not apply to a City Operations Employee who occupies a seven (7) day a week position.

6.5 Local Law Enforcement and Community Safety Services

The City of Kwinana utilises a 24-hour seven (7) day a week service (City Assist), therefore the provisions of subclause 6.12 Shift Work will be applied to these positions.

Other Community Safety Officers not required to work shift work (as per subclause 6.12) will be provided for as per subclause 6.2.1.

6.6 Computer Operations/Information Technology Officers

Notwithstanding the provisions of 6.1 hereof: for Employees engaged in Computer Operations ordinary hours shall not exceed an average 38 hours per week to be worked between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday and 6:00 a.m. to 12 noon Saturday, and within a ten (10) hour spread between commencement and completion of work (including meal breaks), with the provision of an unpaid meal break of not less than 30 minutes within five (5) hours of commencement.

6.7 Administration Employees (Not Already Listed In 6.2)

6.7.1 The ordinary hours of work for administrative positions may be worked on any weekdays (Monday to Friday inclusive) between the hours of 6.00 a.m. and 6:00 p.m. and within a ten (10) hour spread between commencement and completion of work (including meal breaks).

6.7.2 The spread of hours may be altered by agreement between the City and the Employee in accordance with clause 4.3 and kept with the relevant time records.

6.7.3 Administration Employees may be given the opportunity to work ordinary hours outside the specifications in subclause 6.7.1 at base rates without overtime penalties by written agreement between the City and the Employee.

6.7.4 Neither the City nor an Employee can be forced to reach any agreement pursuant to subclause 6.7.2 and 6.7.3..

6.8 Ordinary Hours for Other Positions

The ordinary hours of work for other positions are provided in accordance with the *Local Government Industry Award 2020*, these include:

- Community Services Officer, as defined in this Agreement, whose maximum 10 ordinary hours can be worked between 5.00 a.m. and 10.00 p.m. Monday to Sunday.
- Recquatic Centre Employees, as defined in this Agreement, whose maximum 12 ordinary hours can be worked between 5.00 a.m. and 10.00 p.m. Monday to Sunday.
- All other positions not described elsewhere.

6.9 Alternative Working Arrangements

Notwithstanding the provisions of this clause, the City and Employee(s) may agree to an alternative arrangement of how working hours may be worked without the application of penalty rates in accordance with clause 4.3..

6.10 Rostered Day Off

Except where operations are changed to a shift roster (refer subclause 6.12 for definition), as outlined further in this clause, the Parties are committed to maintaining the Rostered Day System but agree that work coverage will continue to be improved through better planning, and re-organising and/or scheduling of Rostered Days. Where it suits the teams, individuals and business needs, flexible working hours are encouraged, and the parties agree to abide by the City's RDO Guidelines listed in Appendix B. The Rostered Day System applies to full-time Employees and will be:

6.10.1 A nine (9) day fortnight for Administration Centre and City Operations (Works Depot) Employees, subject to other provisions under this clause;

6.10.2 For Bright Futures Children's Services, Recquatic Employees and Community Services, 152 hours, *typically* worked over 19 days within two fortnightly pay periods (but otherwise referred to as a

“19 day month”), subject to subclause 6.2 “Seven (7) day a week positions” – where such positions listed are based at Bright Futures Children’s Services or Recquatic;

6.10.3 That Library Employees will continue to work rostered hours appropriate to the Library’s hours of operation and, where possible and mutually beneficial, schedules will be arranged so that full-time Employees attend the workplace nine (9) days (or less) per fortnight. Library Employees are not considered shift workers unless specifically advised of such in writing.

6.10.4 The Cleaners/Caretakers will continue to work rostered hours appropriate to the Cleaners/Caretaker’s hours of operation and, where possible and mutually beneficial shifts will be arranged so that full-time Employees attend the workplace nine (9) days (or less) per fortnight. Cleaners/caretakers are not considered shift workers unless specifically advised of such in writing. The spread of hours to be worked between the hours of 6.00 a.m. to 6.00 p.m..

6.11 Breaks

The following shall apply regarding entitlement to breaks during working hours:

6.11.1 An Employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes.

6.11.2 An Employee and the City of Kwinana may enter into an alternative arrangement to subclause 6.11.1 by mutual agreement.

6.11.3 In the case of unforeseen circumstances, the meal break may be delayed and taken as soon as practicable, subject to the observance of appropriate health and safety standards.

6.11.4 Employees shall be entitled to a paid rest period of ten (10) minutes in the third hour following the commencement of work. The rest period of ten (10) minutes shall be arranged and taken to suit the convenience of the City.

6.12 Shift Work

6.12.1 The City may work any section or sections of the workforce on shifts but before doing so, activate the provisions of Clause 16 - Consultation Procedure, including advising Employees, in writing, of the intended starting and finishing of ordinary working hours of the respective shifts.

The definition of Shift Worker can be found in Appendix C.

6.12.2 The ordinary hours of an Employee on shift work shall not exceed 38 hours per week, or an average of 38 hours over a two pay period (i.e. a four (4) week work cycle).

6.12.3 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 Agreement, to have been worked on the following day.

6.12.4 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 (instead of the overtime penalties otherwise prescribed by this Agreement).

6.12.5 Except as provided under 6.12.9, all work performed on a rostered shift, when the majority 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 half.
Sunday	At the rate of time and three quarters.
Holidays	At the rate of double time and one half.

6.12.6 A continuous shift Employee who is not required to work on a public holiday which falls on his/her normal day off shall be granted a day off in lieu, with the balance added to their Time in Lieu, or, by Agreement between the City and Employee, paid out. A continuous shift Employee may agree to the cashing out of this entitlement.

6.12.7 A shift work roster shall be prominently displayed at the place of work in a position accessible to the Employees concerned. Employees shall be provided with at least 72 hours' notice of any change in roster provided a lesser period can be agreed between the City and the Employee.

6.12.8 For the purpose of this clause the following definitions shall apply:

Day shift	Means any shift starting at or after 6.00 a.m. and finishing at or before 6:00 p.m.
Afternoon shift	Means any shift finishing after 6:00 p.m. and commencing at or before midnight.
Night shift	Means any shift finishing after midnight and commencing before 6.00 a.m.

6.12.9 Notwithstanding the provisions of this clause, "Shift Work" where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 6.00 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

6.13 Casual Hours

The service of a casual Employee shall be terminated by one (1) hours' notice given by either the City or the Employee, or by payment of one (1) hours' wage in lieu of notice.

7. SALARY

7.1 Pay Scales

The 2021 Employee salaries shall be based on the scales listed in Appendix D.

7.2 Incremental Progression (Local Government Officers and City Operations Depot Workers Only)

At the conclusion of each twelve (12) month period of service (excluding extended periods of time off work for leave or other reasons as described at 7.2.7) following appointment to their position, or entry into a classification level, permanent full time or part time Employees shall be eligible for incremental step progression in accordance with the following criteria:

- 7.2.1 The Employee would be described as a "High Achiever" over the preceding twelve (12) months (the definition of High Achiever can be found in Appendix C); AND
- 7.2.2 The Employee has acquired and is required by the City to utilise enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.
- 7.2.3 Movement to a higher level or classification shall only occur by way of promotion or reclassification.
- 7.2.4 Paragraph 7.2.2 is interpreted as meaning both technical/position performance and conduct that is consistent with all of the organisation's Staff Values, as listed in Appendix F.
- 7.2.5 In cases where the review is delayed the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.

7.2.6 The Employee may use the dispute resolution process contained within this Agreement where s/he believes the criteria outlined in this subclause "Incremental Progression" were not applied correctly.

7.2.7 If an Employee has had extended periods of time off work for leave or other reasons, whether paid or unpaid, their assessment for incremental progression shall be delayed by the period of leave. 'Extended periods of time' in this context means longer than the equivalent of eight (8) weeks off work in one or multiple instances except when it was long service leave. If the leave is at the direction of the City this sub-clause will not apply.

7.3 Classification System, New Classification System & Reclassification of Positions

7.3.1 Positions will be classified in accordance with the level definitions provided for in this Agreement.

7.3.2 Job descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions in Appendix A.

7.3.3 Movement to a higher level or classification shall only occur by way of promotion or reclassification.

7.3.4 The Employee may make a written request for a position reclassification. 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 approval of the application by the CEO.

7.3.5 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in Appendix A as follows:

7.3.5.1 Significant and identifiable changes in the nature and work value of the duties performed;

7.3.5.2 Significant increases in responsibilities; and

7.3.5.3 Significant change in the skills, knowledge and experience required to undertake the duties.

7.3.6 The Employee may use the dispute resolution process contained within this Agreement where s/he believes the assessment of the reclassification request was not correct.

7.3.7 The parties to this Agreement accept the introduction of the new classification system developed for the City of Kwinana and described in Appendix A which applies to all Employees covered by this Agreement.

7.4 Annual Increases

7.4.1 The following increases shall be applied to all adult rates effective from the commencement of the pay period in which the 1st of July falls. These are detailed below:

- A salary increase of 2.3% applied to the rates set out in Appendix D Table 1 for the initial classification translation, from the first full pay period after 1 July 2021 after approval by the Fair Work Commission. This 2.3% increase is shown in Appendix D Table 2.
- A salary increase of 1.5%, from the first full pay period in July 2022. As shown in Appendix D Table 3.
- A salary increase of 1.5%, from the first full pay period in July 2023 as shown in Appendix D Table 4.
- A salary increase of 1.5%, from the first full pay period in July 2024 as shown in Appendix D Table 5.

The rates of pay that will be applicable to the Employees covered by this Agreement are contained in Appendix D of this Agreement.

All employees, who through the classification translation process, have had their salaries described as “frozen” will have their “frozen” annual salary increased by the percentage amounts described above on the dates scheduled in this clause.

7.4.2 Upon approval of this agreement by the FWC the following one-off sign on payments will be paid to the following Employees:

- A one off nett amount of \$300 as a sign on payment will be paid to all full time permanent and full time fixed term contract Employees.
- A one-off sign on payment nett amount proportionate to \$300 paid to all part time permanent and part time fixed term contract Employees. The payment will be proportionate to their contracted ordinary hours when compared to full time. For example, if they are 0.5 Full Time Equivalent working 38 hours per fortnight they will be paid $38/76 \times \$300 = \150 .
- A one-off sign on payment nett amount of \$100 for all casual Employees.

7.5 Junior Employees

Junior Employees are to be paid the following percentage of the appropriate salary level per week:

Age	%
Age	% of Minimum weekly rate
Under 17 years	55
17 years	65
18 years	75
19 years	85
20 years	Full adult rate

Junior Employees will receive the applicable junior rate if they perform a role classified as a Level 1. A junior Employee who performs a role classified higher than a Level 1 will be paid the applicable adult rate regardless of their age and without any junior percentage variation.

7.6 Local Government Officer Traineeships

Local Government Trainees in a defined Traineeship will be engaged and paid in accordance with the *Local Government Industry Award 2020*.

7.7 Apprenticeships

Apprentices will be engaged and paid in accordance with the *Local Government Industry Award 2020*.

7.8 Cadetships

Professional cadetships may be offered from time to time, where an Employee, or prospective Employee, is pursuing a career in a profession utilised by the City. Professional cadetships will be engaged and paid in accordance with the *Local Government Industry Award 2020*.

7.9 Salary Packaging

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

8. SUPERANNUATION CONTRIBUTIONS

8.1 For the term of this Agreement the City will pay 12.5% of an Employee's salary into the Employee's chosen superannuation fund. This amount is inclusive of the mandatory superannuation payments in accordance with the Superannuation Guarantee Contributions (SGC).

After the nominal expiry of this Agreement, the minimum additional contribution from the City above the mandatory SGC amount will be an additional 1% superannuation. This is conditional upon the planned mandatory SGC increases to 12%, as set out by the ATO at the time of voting for this Agreement occurs.

8.1.1 The default fund shall be Aware Super. Should an Employee not provide their Superannuation provider details the City will either pay it to the ATO stapled fund or the default fund depending upon the applicable Superannuation rules.

8.1.2 Employees remain entitled to salary sacrifice additional amounts from their pay into their superannuation.

9. RELIEVING AND HIGHER DUTIES

If an Employee is engaged temporarily in duties of a classification higher than their own, he/she will be paid the higher classification rate according to the following conditions:

9.1 City Operations (Depot) Employees

9.1.1 Where an Employee performs any duty for which a wage higher than that of his/her own grade is fixed by this Agreement, for less than one hour in any one day, he/she shall receive for the time so worked the wages specified for each higher grade duty.

9.1.2 Where an Employee performs any duty for which a wage higher than that of his/her own grade is fixed by the Agreement, for more than one hour in any one day, he/she shall receive for that day the wages specified for such higher grade duty.

9.2 Local Government Officers & Recquatic Workers

9.2.1 An Employee who is directed to perform the duties applicable to a higher graded position for a continuous period of not less than five (5) working days and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, shall be paid the minimum salary of the higher graded position during the whole time of performing such duties as per the classification system banding of the role. Where the higher grade position is a

negotiated salary, the “minimum” salary for the purposes of this subclause shall be defined as 80% of the negotiated salary.

- 9.2.2 If an Employee is directed to perform the duties applicable to the higher graded position on any subsequent occasion within twelve (12) months, the Employee shall only have to perform those duties for one working day or more in order to become entitled to the minimum salary of the higher graded position.
- 9.2.3 An Employee who is required to carry out part only of the duties of the higher position shall be paid at a rate as agreed between the Employee and the City.
- 9.2.4 Where an Employee, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or personal leave, the Employee shall receive any payment to which he is entitled pursuant to this Agreement at the higher classification rate if the Employee has been engaged on the higher duties continuously for three (3) calendar months or more immediately preceding the taking of annual or personal leave or public holidays.
- 9.2.5 When an Employee, whilst acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside his/her ordinary working hours, he/she shall receive any overtime payment to which he/she is entitled pursuant to this Agreement, based on the higher classification rate.

10. ANNUAL & CULTURAL LEAVE

10.1 Rate of Accrual & Cashing Out of Annual Leave

As per the National Employment Standards in the *Fair Work Act 2009* (section 87 (1)(a), Employees will be entitled to the following: - Full-time and part-time employees get 4 weeks of annual leave, based on their ordinary hours of work.

Annual leave accumulates from the first day of employment, even if an employee is in a probation period. The leave accumulates gradually during the year and any unused leave will roll over from year to year.

Annual Leave accumulates when an employee is on:

- paid leave such as paid annual leave and paid sick and carer's leave
- community service leave including jury duty
- long service leave

Annual leave does not accumulate when the employee is on:

- unpaid annual leave
- unpaid sick/carer's leave
- unpaid parental leave
- unpaid family and domestic violence leave.

The Australian Government's Paid Parental Leave Scheme is not considered to be paid leave. An Employee does not accumulate annual leave while being paid by the Paid Parental Leave Scheme, if the person is taking unpaid leave from their Employer at this time.

Leave does not accumulate for a period of annual leave that has been cashed out.

10.1.1 By agreement between the City and an Employee, the Employee may request in writing up to 76 hours of annual leave per annum be cashed out (pro rata for part-time Employees) providing the Employee retains a minimum balance of four (4) weeks' leave. Cashing out of leave will only be granted under exceptional circumstances, at the discretion of the relevant Director. When annual leave is cashed out in accordance with this subclause, the normal entitlements applied to superannuation will be adhered to.

10.2 Annual Leave Payment and Leave Loading.

10.2.1 Employees will be paid their minimum hourly rate of pay during periods of annual leave for the hours so taken.

10.2.2 Annual leave loading is no longer provided from the commencement of this Agreement as it has been "cashed out" and incorporated into the hourly rate.

All Employees who have accrued and untaken annual leave on the first day of commencement of this Agreement after approval by the FWC will have their annual leave loading paid out in full in the next pay run so that no financial disadvantage occurs. The rate of pay that it will be paid out at is the rate previous to this Agreement taking effect..

10.2.3 Annual leave will be paid in the usual payment cycle. The Employee may request when they are taking longer than the equivalent of two (2) weeks annual leave payment in advance.

10.3 Timing of Annual Leave & Excessive Annual Leave Accruals

10.3.1 Annual leave shall be taken at such a time mutually convenient to the City and the Employee and in accordance with relevant guidelines and clauses 10.3.2 through 10.3.5.

10.3.2 An Employee has an excessive leave accrual if the Employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).

10.3.3 If an Employee has an excessive leave accrual, the City or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

10.3.4 If the City has genuinely tried to reach agreement with an Employee under clause 10.3.3 but agreement is not reached (including because the Employee refuses to confer), the City may direct the Employee in writing to take one or more periods of paid annual leave.

However, a direction by the City under clause 10.3.4:

- (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and
- (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
- (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the City and Employee.
- (v) The Employee must take paid annual leave in accordance with a direction under clause 10.3.4 that is in effect.
- (vi) An Employee to whom a direction has been given under clause 10.3.4 may request to take a period of paid annual leave as if the direction had not been given.

10.3.5 Excessive leave accruals: Request by Employee for leave:

- (a) If an Employee has genuinely tried to reach agreement with the City under clause 10.3.3 but agreement is not reached (including because the City refuses to confer), the

Employee may give a written notice to the City requesting to take one or more periods of paid annual leave.

- (b) However, an Employee may only give a notice to the City under clause 10.3.5 if:
 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 10.3.4 that, when any other paid annual leave arrangements (are taken into account, would eliminate the Employee's excessive leave accrual.)
- (c) A notice given by an Employee under clause 10.3.5 must not:
 - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
 - (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the City and the Employee.
- (d) An Employee is not entitled to request by a notice under clause 10.3.5 more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker) in any period of 12 months.
- (e) The City must grant paid annual leave requested by a notice under clause 10.3.5.

10.4 Continuation of Additional Week's Leave

Environmental Health Officers appointed on or before the 31st December 2008 and in receipt of an additional week's leave (excluding leave loading) shall not lose that entitlement for the remainder of their appointment in gazetted Health Officer Positions, unless individually bargained-out subsequent to the approval of this Agreement.

10.5 Annual Leave Entitlements for Shift Worker

As per the National Employment Standards in the *Fair Work Act 2009* (section 87 (1)(b)(ii), Employees who are defined as shift workers will be entitled to 5 (five) weeks of paid annual leave.

10.6 Christmas Close-Down

The City may require annual leave to be taken during a Christmas close-down.

10.7 Public Holidays During Annual Leave

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 (1) day, being an ordinary working day, for each such holiday observed.

10.8 Cultural Leave

Employees covered by this Agreement, who practice spiritual and/or religious beliefs, shall be afforded a reasonable opportunity by the City of Kwinana to follow and practice the requirements of that culture or spiritual or religious belief. Where this involves time away from work, arrangements will be made for the Employee concerned to take annual leave or accumulated rostered days off for the purpose, if leave is not otherwise provided under this Agreement. Alternatively, the City and the Employee concerned may agree to time off without pay, with the approval of the relevant Director. Time off without pay for this purpose will be treated in the same way as any other approved leave without pay (i.e. will be considered effective service). Provided that the City may require reasonable evidence of the legitimate need for the Employee to be allowed the required time off from work.

10.9 Exemption for Casual Employees

This clause (Clause 10), "Annual and Cultural Leave" shall not apply to Casual Employees.

11. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

11.1 Purpose of Personal Leave

An Employee may take paid personal/carer's leave if the leave is taken:

11.1.1 Because the Employee is not fit for work because of a personal illness or injury affecting the Employee; or

11.1.2 To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires care or support because of a personal illness or injury affecting that member of the immediate family or the Employee's household; or

11.1.3 Because of bereavement on the death of an immediate family or household member (See "Compassionate leave").

11.2 Accrual & Entitlement to Personal/Carer's Leave

The Personal Leave entitlement is provided in accordance with the National Employment Standards and the table below:

Length of time worked for the City	Personal leave (days)
On commencement and until the 1 st anniversary of employment	10 Days
After the 1 st anniversary and then subsequent anniversaries of continuous service and after satisfactorily completing their first Annual Performance Review	12 Days

The above entitlement to personal and carer's leave shall be pro-rata for part time Employees.

11.3 Carer's Leave

The Employee is entitled to use accrued personal leave entitlements to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the Employee being responsible for the care and support of the person concerned.

11.3.1 In normal circumstances an Employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

11.3.2 The entitlement to carer's leave is subject to the person taking the leave being either a member of the Employee's immediate family or a member of the Employee's household.

11.3.3 The term "immediate family" is defined in Appendix C.

11.4 Additional (Unpaid) Carer's Leave

Where an Employee has exhausted all accumulated personal leave entitlements, the Employee is entitled to take unpaid carer's 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 quantum of unpaid leave to be taken. In the absence of agreement, the Employee is entitled to take up to two (2) days per occasion provided that the requirements of 11.3 and 11.7 are met.

11.5 Compassionate Leave

Additional to the accrual entitlements provided in subclause 11.2, the Employee is entitled to take up to two (2) days' paid bereavement/compassionate leave in accordance with the NES on any occasion on which a member of the Employee's immediate family or household dies or becomes seriously ill posing a threat to life, or miscarries prior to 20 weeks of pregnancy.

Immediate Family is defined in Appendix C.

11.5.1 The entitlement to compassionate leave is subject to the person taking the leave being either a member of the Employee's immediate family or a member of the Employee's household.

11.5.2 A part-time Employee is entitled to the same benefit as a full-time Employee as expressed in this subclause excepting that the entitlement shall only apply where the part-time Employee would normally be working on the day(s) of absence when on bereavement/compassionate leave.

11.5.3 Paid compassionate leave counts as service for all purposes, and may be taken in one continuous period, or separate days, as agreed between the City and the Employee.

11.5.4 An Employee will be entitled to an additional two (2) days leave without loss of pay on each death of a member of the Employee's immediate family where that death occurs outside Australia. The Employee must produce satisfactory evidence of the death to be eligible for this entitlement.

11.6 Additional Paid & Unpaid Compassionate Leave

11.6.1 Additional to the provisions of subclause 11.5, the Employee is entitled to use up to three (3) days (per occasion) from his/her paid personal leave balance accrued in accordance with sub clause 11.2.

11.6.2 In addition to the entitlement to paid compassionate leave, an Employee will be entitled to up to five (5) days unpaid bereavement/compassionate leave in respect of the death of a member of the Employee's immediate family or household.

11.7 Substantiation for Personal & (including Compassionate) Leave

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

Any personal leave of over three consecutive working days will require the provision of reasonable evidence including a medical certificate or statutory declaration.

11.8 Exemption from Personal (including Compassionate) Leave Entitlements

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

11.9 Illness and Injury During Periods of Annual Leave

Where an Employee suffers personal ill health or injury during the time when he/she is absent on annual leave, the Employee may apply for and the City shall grant paid personal leave in place of paid annual leave.

11.9.1 Where an Employee applies for paid personal leave in place of paid annual leave, the Employee must produce a certificate from a registered medical practitioner attesting to the Employee's illness or injury.

11.9.2 The provisions of this subclause are only to apply where the illness or confinement would have normally prevented the Employee from attending work, had he/she not otherwise been on annual leave.

11.9.3 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken.

11.10 Cash-out of Personal Leave on Termination After 10 Years

Upon termination, an Employee who has served continuously with the Employer for a period of ten (10) years will be paid 50% of the Employee's accrued personal leave up to a maximum of 10 days (for example, for a full time employee with over 20 days personal leave accrued, they will have 76 hours paid out at their ordinary time rate).

It is not the intention of the scheme to encourage "sick" Employees to attend work. Employees who are ill are encouraged to see their medical practitioner and if required not to attend the workplace.

This clause will no longer have effect upon this Agreement reaching its expiry date and will not be included in future agreements.

12. PARENTAL LEAVE

Parental leave is provided in accordance with the National Employment Standards and this clause.

12.1 Types of Parental Leave

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available to all full and part-time Employees who have been employed for a (twelve) 12 month period or more before the commencement of the leave.

12.1.1 Maternity Leave is available to an Employee giving birth to a child.

12.1.2 Parental Leave is available to an Employee that is the spouse/partner of a person giving birth to a child.

12.1.3 Adoption Leave is available to an Employee adopting a child.

12.2 Paid/Unpaid, and Accrual Entitlements

Except where otherwise provided under this subclause, parental leave is unpaid (including Public Holidays), and is available for a period of up to 104 weeks in one unbroken period. Personal leave is not available, and no leave entitlements accrue during the period of unpaid Parental Leave.

12.2.1 The following paid parental leave is provided:

- 6 (six) weeks maternity leave for the birth mother, to be taken in one continuous block from the commencement of the parental leave period; or.
- 4 (four) weeks primary care giver leave will be available to an Employee who is eligible for parental leave and who becomes the primary care giver within the first six weeks following the birth of the child because the birth mother is incapable of being the primary caregiver. Paid leave is subject to production of a statutory declaration or medical certificate; or.
- 4 (four) weeks adoption leave will be available to a primary care giver eligible for parental leave at the time of adoption of a child. Adoption leave applies only to the adoption of children under five (5) years of age, and does not apply where the Employee adopts, or takes custody of a child who has previously lived with him/her; or.
- 1 (one) week's supportive parent leave will be available to all Employees eligible for parental leave and who will support the birth mother and/or assume a secondary role in caring for the child upon the child's birth; or if a child is stillborn.

12.2.2 Part-time Employees are eligible for paid parental leave paid on a pro-rata basis of the average weekly hours for the preceding twelve (12) months.

12.2.3 Long Term Casual Employees may also be eligible for unpaid parental leave as per National Employment Standards (NES).

12.2.4 The Employee may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 104 week period. The maximum entitlement to Parental Leave is reduced by any maternity leave taken by the Employee's spouse/partner/co-parent. Paternity Leave cannot normally be taken while the

Employee's spouse/partner/co-parent is on maternity leave, with the exception of the one (1) week in which the birth of the child occurs, or an unbroken period of up to three (3) weeks at the time of the placement of the adopted child.

12.2.5 An Employee who is entitled to paid parental leave has the option of taking the leave on full pay or half pay. Where the half-pay option is taken up, it will effectively be the same as if the Employee reduced their normal working hours by 50% for a period of twelve (12) weeks (i.e. annual leave and other applicable accruals will be pro-rata).

12.2.6 Continuity of service is not broken while an Employee is on parental leave. However, the time taken for unpaid parental leave is not counted as service for the purposes of calculating leave entitlements and increments based on years of service. All existing entitlements accrue during the period of paid leave but not during the period of unpaid leave.

12.2.7 An Employee may not proceed on a second or subsequent period of paid parental leave until they have served twelve (12) months effective continuous service from the date of re-commencement of duty following a previous period of Parental Leave.

12.3 Employee to Provide Notice

An Employee must provide 10 (ten) weeks' notice to the City in advance of the expected date of commencement of parental leave. 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. In the case of adoption, the City will allow a reasonable amount of flexibility for the Employee to vary the anticipated commencement date, and the Employee will not be in breach of this clause if the relevant adoption agency provides notification of adoption procedures earlier than previously indicated by that agency. If the adoption commences later than originally anticipated, the City shall allow the Employee to delay the commencement of leave, provided a relief Employee has not already been appointed for the Employee's substantive position.

The application and notice for parental leave must be in writing and specify the following:

12.3.1 In the case of maternity leave:

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

- A statutory declaration stating particulars of any period of paternity leave sought or taken by his/her spouse/partner/co-parent and that for the period of maternity leave he/she will not engage in any conduct inconsistent with her contract of employment;
- Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, the City may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

12.3.2 In the case of paternity leave:

- A certificate from a registered medical practitioner which names his/her spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- Written notification of the dates on which he/she proposes to start and finish the period of paternity leave; and
- Except in relation to leave taken simultaneously with the child's mother under clauses 12.2.1 and 12.2.4 a statutory declaration stating:
 - He/she will take that period of paternity leave to become the primary care-giver of a child;
 - Particulars of any period of maternity leave sought or taken by the mother of his child; and
 - That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

12.3.3 In the case of adoption leave:

- Where required by the City, confirmation from the appropriate government authority of the placement; and
- Written notification of the dates on which he/she proposes to start and finish the period of adoption leave; and
- A statutory declaration stating:
 - The Employee is seeking adoption leave to become the primary caregiver of the child;
 - Particulars of any period of adoption leave sought or taken by the Employee's spouse/partner/co-parent; and
 - That for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

12.4 Transfer to a Safe Job

12.4.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the City deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to the Employee's original job until the commencement of maternity leave.

12.4.2 If the transfer to a safe job is not practicable, the Employee is entitled to paid no safe job leave.

12.4.3 If the transfer to a safe job is not practicable and the expected date of the birth of the Employee's child is within six (6) weeks, the Employee may elect, or the City may require the Employee, to commence parental leave.

12.5 Returning to Work After a Period of Parental Leave

12.5.1 An Employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

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

12.5.3 An Employee returning from parental leave, and providing the minimum required notice of return, may request the City to allow the Employee to return on a part-time basis until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities. 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.

12.6 Special Maternity Leave

12.6.1 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced maternity leave, the Employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary. Alternatively, the Employee may take paid personal leave if she has sufficient credits.

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

12.6.3 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 medical 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 104 weeks.

12.7 Employee Not to Engage in Paid Employment

Employees on parental leave may not engage in any other paid employment without prior approval from the Chief Executive Officer.

12.8 All other provisions relating to parental leave and related entitlements are provided for in the National Employment Standards (NES).

13. COMMUNITY SERVICE LEAVE & DOMESTIC VIOLENCE LEAVE

13.1 Community Service Leave is provided for in the National Employment Standards (NES).

13.2 Domestic Violence Leave is provided in accordance with the terms below:

An Employee, including a casual Employee, who has been employed by the City for longer than six months who is experiencing family and domestic violence is entitled to ten (10) days per year of paid family and domestic violence leave for the purpose of:

- (a) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
- (b) relocation or making other safety arrangements; or
- (c) other activities associated with the experience of family and domestic violence.

The ten days is only available each year and does not accrue from year to year or “roll over” into the next if unused.

13.3 Family and domestic violence means violent, threatening or other abusive behaviour by an Employee’s close relative that:

- seeks to coerce or control the Employee
- causes them harm or fear.

A close relative is an Employee's:

- spouse or former spouse
- de facto partner or former de facto partner

- child
- parent
- grandparent
- grandchild
- sibling
- an Employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or
- a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

13.4 This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days.

13.5 Notice and Evidentiary Requirements

13.5.1 The Employee shall give the City notice as soon as reasonably practicable of their request to take leave under this clause.

13.5.2 If required by the City, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The City of Kwinana will ensure that any personal information provided by the Employee to the City concerning an Employee's experience of family and domestic violence is kept confidential. Information will not be kept on an Employee's personnel file.

14. PUBLIC HOLIDAYS

14.1 Gazetted Public Holidays

The Employee shall be entitled to the Western Australian gazetted public holidays in accordance with state legislation.

14.1.1 On Easter Tuesday and the working day after the New Year's Day holiday 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 (2) days. (Referred to as Public Sector TIL days).

14.2 Public Holidays & Annual Leave

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

15. OVERTIME, TIME IN LIEU & PENALTY RATES

Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread/span of ordinary hours on any day, or in excess of the ordinary weekly (average) hours. Except as provided elsewhere in this Agreement, this clause shall apply.

15.1 Times for Which Penalties May Be Applied

15.1.1 Except where clause 6 of this Agreement provides otherwise, overtime will be paid at the rate of time and a half for the first two (2) hours, double time thereafter, and shall be calculated on a daily basis.

15.1.2 All overtime worked after noon on Saturday shall be paid at the rate of double time and all time worked on Sunday shall be paid at the rate of double time.

15.1.3 All time worked on a gazetted public holiday shall be paid for at the rate of double time and a half.

15.2 Recall

If the Employee is recalled to work overtime after leaving work, they shall be paid a minimum of three (3) hours at overtime rates.

15.2.1 If a recall occurs, time reasonably spent in getting to and from work shall be counted as time worked.

15.2.2 The Employee will not be required to work the full three (3) hours if they finish the work in a shorter time.

15.2.3 When the Employee is called out for duty more than once within the initial three (3) hour call out period, then they shall not be entitled to any further payment for time worked within that period of three (3) hours.

15.2.4 When the overtime work extends beyond the minimum period of three (3) hours, payment shall be made for the actual time worked at overtime rates.

15.3 Time In lieu

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

15.4 Ten-Hour Break Between Shifts

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.

15.4.1 An Employee (other than a casual Employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times shall, subject to this paragraph be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

15.4.2 If, on the instructions of the City, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

15.5 Approval to Work Overtime

Overtime must be approved, and the Employee shall work a reasonable amount of overtime, when requested, in accordance with Appendix G. No overtime shall be worked without the approval of the appropriate authorised Employee unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

15.6 Exempted Employees

This clause "Overtime, Time In lieu & Penalty Rates" (clause 15) with the exception of subclause 15.10 does not apply to Employees receiving an annual salary equal to or above Band 8 Increment 2.

15.7 Allowance In lieu of Overtime Penalties

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

15.8 Prevailing Clause

Provided that, where any inconsistency arises between this clause (clause 15) and clause 6, clause 6 shall prevail.

15.9 Postponement of Meal Times for City Operations (Depot) Employees

When a City Operation's Employee is required for duty during their usual meal time, and their meal time is thereby postponed for more than half

an hour, they shall be paid at overtime rates until they get their meal time.

15.10 Additional (“Unsociable Hours”) Rates for Ordinary Hours of Work

15.10.1(a) Library Employees:

Library Employees who work ordinary hours on a Saturday will be paid an additional 25% per hour.

Library Employees who work ordinary hours on a Sunday will be paid an additional 50% per hour.

This clause does not apply to casual Employees.

(b) Library Employees who were previously employed during the period of operation of the City of Kwinana Enterprise Agreement 2016 which was replaced by the FWC on 26 July 2019 and have not broken continuity of service and are rostered to perform at least one ordinary hour of work between 6 pm through to 6 am weekdays, or up to midday on Saturdays, shall receive an additional 10% loading for all ordinary hours worked for that pay period.

(c) For all Library Employees, engaged after 26 July 2019 and prior to commencement of this Agreement who are rostered to perform at least one (1) ordinary hour of work between 6 pm through to 6 am weekdays, or up to midday on Saturdays, they shall receive an additional 10% loading for the ordinary hours worked on that shift only.

Subclause 15.10.1(b) and 15.10.1(c) will cease to have effect from 30 June 2023. At which stage no more grandfathering arrangements will exist for Library Employees.

15.10.2 Other Employees:

Except as hereinafter provided, Employees specified in 15.10.3 below or are otherwise included via specific reference to this paragraph elsewhere within this Agreement, who perform ordinary hours of work between the hours of 6:00 p.m. and 6.00 a.m., Monday to Friday inclusive, shall be paid an additional loading of 15% for each hour so worked or part thereof. Where an Employee has made alternative arrangements in accordance with subclauses 6.8 and 6.9 the provisions of this subclause shall not apply.

15.10.3 Except as hereafter provided, Employees specified in 15.10.3 or are otherwise included via specific reference to this paragraph elsewhere within this Agreement, who perform ordinary hours of

work on a weekend, shall be paid an additional loading of 25% for each such hour performed on a Saturday and an additional loading of 50% for each hour worked on a Sunday.

- Subclause 15.10.2 and 15.10.3 shall apply to Local Law Enforcement Officers and Community Safety Services, Recreation Clerical Staff, Data Input Operators/Supervisors, IT/Computer Operators and System Support Officers, Cleaners; and Public-Convenience Attendants.
- Note: That at the time of the former Agreement the City's Law Enforcement Service operated as a 24 hour 7 day operation and falls in the provision of Shift Work. (Refer subclause 6:12) Therefore, this subclause does not apply.

15.10.4 Caretakers shall be paid an additional 25% loading for all ordinary hours worked after midnight and before 5.00 a.m., Monday to Friday and 50% loading for ordinary hours performed on a Saturday or Sunday.

15.10.5 Law Enforcement Officers who agree to work ordinary hours over more than five (5) consecutive days shall be paid a loading of 15% on all ordinary hours.
(Note: That at the time of the former Agreement the City's Law Enforcement Service operated as a 24 hour 7 day operation and falls in the provision of Shift Work. (Refer subclause 6:12) Therefore, this subclause does not apply).

15.10.6 Where two (2) or more additional rates under this Agreement would apply (i.e. and it is not already expressly stated which rate will prevail) the Employee shall receive only the higher of the rates.

16. CONSULTATION PROCEDURE

The City will use the Model Consultation Term from the *Fair Work Regulations 2009* -

Schedule 2.3—Model Consultation Term

Model Consultation Term

(1) This term applies if the Employer:

- (a) Has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

- (b) Proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) Subclauses (3) to (9) apply.

(3) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

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

The Employer must recognise the representative.

(5) As soon as practicable after making its decision, the Employer must:

- (a) Discuss with the relevant Employees:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the Employees; and
 - (iii) Measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) For the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) All relevant information about the change including the nature of the change proposed; and
 - (ii) Information about the expected effects of the change on the Employees; and
 - (iii) Any other matters likely to affect the Employees.

- (6) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (7) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (8) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on Employees if it results in:
 - (a) The termination of the employment of Employees; or
 - (b) Major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) The alteration of hours of work; or
 - (e) The need to retrain Employees; or
 - (f) The need to relocate Employees to another workplace; or
 - (g) The restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) The Employer must notify the relevant Employees of the proposed change; and
 - (b) Subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.

If:

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

The Employer must recognise the representative.

- (12) As soon as practicable after proposing to introduce the change, the Employer must:
- (a) Discuss with the relevant Employees the introduction of the change; and
 - (b) For the purposes of the discussion—provide to the relevant Employees:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) Information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (c) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (13) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (14) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (15) In this term:

Relevant Employees means the Employees who may be affected by a change referred to in subclause (1) of the Model Consultation Term from the *Fair Work Regulations 2009*.

17. ALLOWANCES & REIMBURSEMENTS

All dollar rates for allowances and reimbursements allowable under this Agreement are listed in Appendix E.

17.1 First Aid Allowance

An Employee who is appointed by the City to render first aid and who is a current holder of proper first aid qualifications, shall be paid an

allowance for each completed fortnightly pay period. Procedures for First Aid Officers will be in accordance with the City's policy.

17.2 Meal Allowance During Overtime

17.2.1 Subject to the provisions of 17.2.2, an Employee required to work overtime for more than two (2) hours shall be paid for a "first meal" and, if owing to the amount of overtime worked, a second or subsequent meal is required they shall be paid for a "subsequent meal" for each meal so required. Where payable, payment shall be made at the rate specified in Appendix E. This shall not apply where meals are provided by the City at the City's cost.

17.2.2 The provisions of 17.2.1 do not apply in respect of any period of overtime for which the Employee has been notified on the previous day or earlier that they will be required.

17.2.3 If an Employee to whom 17.2.2 applies has, as a consequence of the notification referred to in that paragraph, provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, they shall be paid, for each meal provided and not required, the appropriate amount prescribed in 17.2.1.

17.2.4 The Meal Allowance provided under this subclause "Meal Allowance During Overtime" is only payable where the overtime required of an Employee immediately follows a period of ordinary hours and is conditional upon the Employee actually taking an unpaid break of between 30-60 minutes in which to consume the meal.

17.3 Travel Allowance

17.3.1 An Employee required to work overtime which commences or finishes at a time when their normal means of private or public transport is not available at the time shall be reimbursed the cost of a taxi fare, as follows:

- a) From the Employee's home to place of employment and/or
- b) From the place of employment to the Employee's home.

17.3.2 This provision shall also apply to an Employee who is detained at work and who is not in receipt of overtime payments, however,

this provision shall not apply where transport is provided by the City or at the City's expense.

17.4 Reimbursement for Private Vehicle Mileage

17.4.1 The City shall reimburse all reasonable travelling expenses incurred where an Employee is requested and authorised to use their own motor vehicle in the course of their duties at the rate specified in Appendix E.

17.4.2 Where an Employee is required to report for work at a location other than their normal location, travelling expenses shall be paid for the distance that the journey exceeds the distance the Employee normally travels to and from work.

17.4.3 An Employee who is required by the City to use their 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 17.4.1. 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.

17.4.4 An Employee who is required by the City to use their own 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 17.4.1 and 17.4.3. 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.

17.5 On Call/Emergency-Recall Arrangements

17.5.1 On-Call Arrangements:

- a) For teams that require an On-Call Arrangement they will maintain a roster cycle for call-outs.
- b) Rostered staff will record all call-outs as per the City's outlined processes.
- c) On-call arrangements and on-call payments will apply to Employees who receive an annual salary equal to or above Band 8 Increment 2.
- d) Attendance at call-outs is to be in accordance with the City policy in effect at the time.

17.5.2 On-Call Allowance:

- a) The City agrees to the payment of the allowance listed in Appendix E, per hour for on-call periods, and to be paid at the completion of each rostered period. The allowance will be paid regardless of any call-outs, and will cover the following periods;
 - o Monday to Friday 6.00 p.m. to 7.00 a.m.
 - o Saturday, Sunday 5.00 p.m. to 8.00 a.m.
 - o Public Holidays 8.00 a.m. to 5.00 p.m.
- b) There will be three (3) hours' pay for each call-out. Where an Employee is called out for duty more than once within the period of three (3) hours from the start of the initial call-out for duty, the Employee shall not be entitled to any further payments for time worked within that period of three (3) hours.
- c) Where the overtime worked extends beyond the minimum period of three (3) hours, payment shall be made for the actual time worked at overtime rates.

17.6 Damage to Clothing and/or Spectacles (City Operations Works Depot Employees Only)

When the City requires an Employee to wear protective clothing, such protective clothing will be provided and replaced when damaged. Protective clothing may include personal clothing used for inclement weather.

The City will reimburse the Employee for spectacles, contact lenses and hearing aid which may be damaged as a result of carrying out the normal course of an Employee's work.

Provided that such damage is not in any way caused by the Employee's own act or neglect, and that appropriate precautions were taken to prevent the damage from occurring.

The City shall maintain a policy which provides further detail with regards to Personal Protective Equipment.

18. TRAINING AND DEVELOPMENT

The Parties recognise the need for a more highly skilled, flexible and adaptive workforce in order to bring about our desired improvements. The training principles will be to:

- Ensure the continuous development of skills;

- Develop an organisation that provides people with development opportunities;
- Establish a culture of well-defined behaviours supported by training and development tools;
- Provide opportunities for job rotation to enhance career prospects for all Employees.

18.1 Multi-skilling

The Parties are committed to the concept of multi-skilling where there may be significant benefits to both the Employee and the City. It is recognised that multi-skilling will lead to a higher level of customer service which will have a positive impact on the performance of the organisation. It is recognised that Employees will be paid appropriately for work undertaken at a higher level than prescribed in the job description.

18.2 Training Evaluation and Conference Reports

Following completion of a training course, attendees must complete an evaluation form provided and return it to Human Resources within one (1) week of completion of the course. Delegates attending seminars and/or conferences are required to submit to their relevant Directors a summary report of the content of the seminar/conference within the timeframe specified by the City's policy. The Employee must also submit a copy of seminar/conference reports to Human Resources for inclusion on his/her file.

The City shall maintain a policy that relates to training and conferences and the requirements for evaluation.

18.3 Engagement of Indigenous Persons

The City will provide appropriate cultural training that recognises the diversity of the workforce and shall include recognition of indigenous beliefs and culture.

19. ADDITIONAL BENEFITS

19.1 Study Leave

The City shall maintain a Study Leave Policy which provides further detail with regard to study leave and reimbursements for study fees.

19.2 Employee Well-Being

The City recognises the importance of taking a holistic approach to Employees' well-being which includes their physical and emotional health. Healthy staff are better able to cope with the demands of the workplace.

19.2.1 Physical well-being:

Physically fit staff are less likely to become ill, take sick leave, become injured and if unwell, more likely to recover quickly.

- The City provides access to a healthy lifestyles program which assesses individual physical health. Free use of the City's Recquatic Centre is also encouraged to provide staff with support to improve physical fitness (refer to the City's policy for terms and conditions).
- The City is also developing a healthy lifestyles program which may involve other organised activities for Employees which encourage appropriate management of diet, weight, smoking and any other similar behaviour which can impact adversely on health and well-being.
- With due regard to the nature of the employment of an individual, Employees on request, may be provided with tetanus, flu, and hepatitis injections, or any other relevant immunisation as required to prevent illness and loss of work time.

19.2.2 Emotional Well-Being:

Emotional well-being and resilience are equally important components of overall well-being.

- The City recognises that personal issues can impact on an Employee's ability to carry out their duties in the work place and provides access to a free, confidential counselling service to assist Employees experiencing personal or work-related problems.
- In addition, the City recognises that issues in the workplace can contribute to an Employee's emotional well-being. Discriminatory practices including bullying and harassment are not tolerated. The City is committed to ensuring that it takes all reasonable steps to ensure that inter-personal relationships are managed professionally and that all Employees and customers understand what their rights and obligations are in terms of their behaviour towards others. The City will maintain a policy to reflect this.
- The City recognises that workplace change can create uncertainty and anxiety and commits to using as consultative a process as possible through the various

team meetings and cross-functional groups for major change initiatives.

- The Parties are committed to ensuring that appropriate and confidential assistance is readily available to all Employees. The City is not responsible for providing therapeutic services but will assist by providing information and the details of advisory services, where practicable, for dealing with major life issues such as gambling, substance abuse addictions, or other life issues. The City will consider what policy and/or processes other than access to the EAP it may adopt via the consultative process in situations where staff members are confronting serious personal issues which are affecting their work performances.
- It is emphasised that the City is not a therapeutic environment and does not wish to intervene in the private and personal lives of staff without their consent.

19.3 Work-Family Balance

19.3.1 Flexible Work Practices:

The City of Kwinana will provide flexible work practices as per the National Employment Standards (NES).

19.4 Emergency/Short Leave

The flexibility shall exist to allow Employees the right by mutual agreement and subject to notice and advice to take short or emergency leave out of existing annual leave and accumulated day off entitlements. Such leave shall include the following:

- additional compassionate leave to the entitlements otherwise granted under this Agreement;
- house transfer and relocation;
- emergency situations; or
- other specified purposes as agreed between the Employee and the City in the moment.

19.5 Annual Leave Option Policy 48/52

A 48/52 leave option is available, based on the principle of Employees being able to justify to their Director's and CEO satisfaction that their absence to operations will not detrimentally affect their business unit. If they make the request it will be in addition to the normal four (4) week annual leave in a year and receive 48 weeks' salary, which would be averaged and payable over 52 weeks. Procedures for taking up this option shall be in accordance with the City's 48/52 Leave Policy.

19.6 Deferred Salary Policy

An Employee who agrees to work for four (4) years at 80% of their normal salary will be entitled to a year of paid leave at that rate, without it being considered as a break in service, as specified in the City's Deferred Salary Policy.

19.7 Long Service Leave

19.7.1 Unless stated in this subclause, long service leave will be paid in accordance with the Local Government (Long Service Leave) Regulations.

19.7.2 Where an Employee has completed at least seven (7) years continuous service but has not become entitled to any period of long service leave, the Employee may elect to take pro rata long service leave on the basis of one and three-tenths weeks leave for each year of continuous service that he/she has completed.

19.7.3 If an Employee elects to take pro rata long service leave under subclause 19.7.2, their accrued entitlement after ten (10) years will be reduced by the amount of leave taken.

19.7.4 Part-Time Employees;

19.7.4.1 Where an Employee, at the time the long service falls due, is working part-time, but previously (within the ten (10) year long service leave accrual period) worked full time for the City of Kwinana, the Employee will be paid an amount which reflects their average hours worked per week during the portion of qualifying service that was worked with the City.

a) The amount that the Employee will be paid will be the Employee's current rate multiplied by the average hours per week employed during the previous qualifying period that was served with the City.

b) Where the long service leave is deferred beyond six (6) months from the leave falling due, the Employee will be paid according to the deferred long service leave procedure.

19.7.4.2 This subclause shall only apply to Long Service Leave taken (i.e. not cashed out, either by deed of compromise or upon termination) in accordance with the City's

Policies on leave management and while serving with the City.

19.7.5 Casual Employees are entitled to Long Service Leave in accordance with this clause and the *Local Government (Long Service Leave) Regulations*.

19.8 Uniforms

The City of Kwinana will maintain a Uniform Policy.

19.9 Make-Up Time

The City of Kwinana recognises the importance of maintaining family-friendly practices and allows for the following flexibility in order to support Employees with family responsibilities.

19.9.1 An Employee, other than an Employee on shift work, may elect, with the consent of the City, to work make-up time, under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

19.9.2 An Employee on shift work may elect, with the consent of the City, to work make-up time under which the Employee takes ordinary time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

19.9.3 The Employee will make up the time within the existing pay period and where not possible within the following pay period as mutually agreed with the City.

19.9.4 The provisions of this subclause are subject to the City's right to maintain the continuity of its services.

19.10 Use of GPS Technology

19.10.1 The City uses GPS Technology in accordance with the *Surveillance Devices Act 1998 (WA)* and the City's policy. Any changes will only be made after consultation with affected employees.

20. ORGANISATIONAL POLICIES AND PROCEDURES

The City of Kwinana shall ensure that all policies and procedures are communicated in writing to Employees. The Employees shall familiarise

themselves with and abide by all of the City's lawful rules, regulations and policies as may be current from time to time.

21. OCCUPATIONAL SAFETY AND HEALTH

A safe working environment will impact positively on morale and ultimately on the organisation's performance. The Parties recognise the legislative requirements as set out in the Occupational Safety and Health Act 1984 and Regulations (as amended from time to time). The Parties are therefore committed to ensuring the provision of a healthy and safe work environment for all Employees and to promoting the well-being of all Employees.

21.1 For the purposes of working inclement weather, an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to rain or where the Employee is able wait out the shower in their cab. Inclement weather is described in Appendix C.

21.2 Where a pour has been commenced prior to the commencement of a period of inclement weather Employees may be required to complete such pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If the Employee's clothes become wet as a result of working in the rain during a pour he/she shall, unless he/she has a change of dry working clothes available, be allowed to go home, change and return to work without loss of pay.

21.3 The provisions of paragraph 21.2 hereof shall also apply in the case of emergency work where the workers concerned, and their manager/supervisor agree that the work is of an emergency nature and can start and/or proceed.

21.4 Inclement weather shall not include work as a result of normal fire-fighting responsibilities.

22. PERFORMANCE REVIEW/MANAGEMENT

22.1 Purpose and Timing

A confidential staff development/performance review shall be conducted on an annual basis for each Employee and without limiting the scope it is intended to identify:

22.1.1 The new or enhanced skills required by the City, if any, together with proposed competency levels required where appropriate;

22.1.2 Any development and expansion anticipated by the City for the Employee in their classified position both in the short term and the longer term;

22.1.3 The current training needs to be undertaken to meet individual City of Kwinana objectives in both the short and long term and to enable an Employee to meet the standards of their existing classified position;

22.1.4 Career development;

22.1.5 The performance objectives required;

22.1.6 Current performance.

22.2 Addressing Performance Issues

At any time, if the City of Kwinana is concerned about the work performance of the Employee, the City shall meet with the Employee and tell the Employee about their concerns. The City shall advise the Employee of the standard of work or behaviour that is required, and the City should discuss ways and methods to improve the Employee's work and conduct.

The City shall maintain a policy relating to Employee performance.

22.2.1 The City may give to the Employee some information about appropriate organisations who can offer assistance, training, counselling or dispute resolution to help the Employee improve their work performance.

22.2.2 The City and the Employee will have a discussion after which a reasonable time period will be set for the Employee to reach an acceptable work performance or conduct. The Employee should be warned that their employment will be ended if acceptable performance levels or appropriate behaviour are not reached.

22.2.3 The City shall discuss with the Employee during the set period whether there has been any improvement by the Employee and, if necessary, to further warn the Employee that their employment will end if that improvement is not reached.

22.2.4 The meetings and warnings given to the Employee will be put in writing, dated, and signed by both the City and the Employee.

22.2.5 If the Employee cannot achieve an acceptable performance or behaviour within the period set, the Employee may be dismissed from employment with appropriate notice or payment instead of notice.

22.3 Compliance with Organisational Policies

Employees accept that it is a normal obligation of their employment to abide by the organisation's lawful and reasonable policies and agree to comply with such, except where this agreement prevails.

23. TERMINATION OF EMPLOYMENT

23.1 Notice Provisions

The City may end the employment of the Employee by giving them notice. The Employee must give equivalent notice should they wish to resign. The City may require a greater notice period for particular roles should the Employee wish to resign, if this is the situation this will be indicated in their employment contract. The amount of notice required to be given as a minimum by the City and the Employee is based upon the period of continuous employment as follows:

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

23.1.1 Where the City gives notice to the Employee under this subclause, and the Employee is over 45 years old and has completed at least 2 years' continuous service with the City, the notice period shall be increased by one week.

23.1.2 Casual Employees will be terminated in accordance with clause 6.13.

23.2 Payment by the City of Kwinana In Lieu of Notice

The City may, instead of giving notice, pay the Employee wages equivalent to the required period of notice. 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:

23.2.1 The Employee's ordinary hours of work (even if not standard hours); and

23.2.2 The amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and

23.2.3 Any other amounts payable under the Employee's contract of employment.

23.3 Payment by Employee In Lieu of Notice

If an Employee fails to give the notice specified in subclause 23.1 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 subclause 23.2.

23.4 Termination During Probation Period

During a probationary period, either the City or the Employee may terminate the employment relationship with the giving of one (1) weeks' notice, or payment in lieu of one (1) week's salary.

23.5 Termination Without Notice

- a) The provisions of this Clause shall not affect the right of the City to dismiss an Employee summarily (without notice) for serious misconduct.
- b) Serious misconduct is conduct defined in accordance with the *Fair Work Regulations 2009*.

23.5.1 The type of conduct by the Employee that may allow an City to end their employment without notice, after a consideration of the circumstances, includes:

- (i) Being under the influence of alcohol or drugs at work;
- (ii) Stealing, fraud, assault or other criminal behaviour;
- (iii) Sexual harassment and other offensive or harassing behaviour, where substantiated;
- (iv) Conduct that causes serious and imminent risk to:
 - health and safety to self, public, or co-workers; or
 - the reputation, viability or profitability of the City of Kwinana's business;
- (v) Refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and

- (vi) Not carrying out the Employee's duty, where such behaviour results in an untenable situation for the City.

23.6 Suspension Pending Investigation

- (a) The City may suspend an Employee from duty where it considers it necessary to investigate a matter. The Employee shall be advised, in writing, of such a suspension pending investigation pursuant to this subclause.
- (b) The Employee will be paid during the suspension period whilst the investigation is undertaken. The paid suspension will conclude when the City has determined those findings. A meeting will be scheduled as soon as possible with the Employee once this has occurred.
- (c) A suspension must be for a maximum period of six (6) months from the date of suspension from duty.

23.7 Time Off for Job-Search During Notice Period

Where the City has given notice of termination to an Employee, an Employee shall be allowed up to one (1) days' time off without loss of pay 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 City.

23.8 Payment after Termination of Employment

When the employment of an Employee ceases for any reason the City will pay the Employee no later than 7 days after the day on which the Employee's employment terminates:

- (i) The Employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
- (ii) All other amounts that are due to the Employee under their contract of employment and the NES.

24. REDUNDANCY, REDEPLOYMENT & RETRAINING

24.1 Definition

Redundancy occurs when the City no longer requires the job done by the Employee, to be done by anyone, and that decision leads to the termination of the employment of the Employee.

24.2 Policy/Approach to Redeployment

The Parties agree to the ongoing review of the City's comprehensive Policy on Redundancy, Redeployment and Retraining. The intent of redeployment is to find an alternative position which maintains the Employee's self-worth and requires at least a similar level of skills to the Employee's original position. If the Employee's skills, knowledge and experience require further development the Parties are committed to providing the necessary opportunities, resources and training.

24.3 Redundancy Provisions

24.3.1 If:

- (a) an Employee's position is made redundant; and
- (b) there are no suitable redeployment positions; and
- (c) the City and Employee have undertaken the consultation process,

then the Employee will be offered the provisions set out in Clause 24.3.2.

24.3.2 In the case where an Employee's position is made redundant and that Employee is offered a redundancy the following provisions will apply:

- (a) Pay in lieu of notice:
 - Four (4) weeks' notice or pay in lieu of notice;
 - Plus, an additional one (1) week if the Employee is over 45 years of age.
- (b) Severance payment:

Less than one years of service	0 weeks severance
Between 1 and 2 years of service	4 weeks of severance
Between 2 and 3 years of service	6 weeks of severance
Between 3 and 4 years of service	8 weeks of severance
Between 4 and 5 years of service	10 weeks of severance

Between 5 and 6 years of service	12 weeks of severance
Between 6 and 7 years of service	14 weeks of severance
For each additional year of service	An additional 2 weeks of severance capped at 36 weeks.

- (c) A cap of thirty six weeks equivalent salary (severance) payment will apply to all redundancies under this clause. The cap does not include superannuation and leave payments.
- (d) 'Week's pay' means the ordinary time rate of pay for the Employee Concerned.

24.3.3 In the case where an Employee's position is made redundant and that Employee is redeployed to an alternative position with a lower classification then the Employee's classification and conditions will be preserved for 12 months from the date of redeployment. In the case where a vehicle was provided as a condition of employment, the City reserves the right to provide a comparable fleet vehicle in accordance with the City's Fleet Vehicle Policy, excluding specialist's vehicles. This clause is to apply provided that the Employee is willing to utilise the full range of skills required at that level and participate fully in any retraining or redeployment programs.

24.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 23 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the City until the expiry of the notice but will not be entitled to payment in lieu of notice.

24.5 Alternative Employment

24.5.1 Where an Employee is entitled to the Redundancy provisions in subclause 24.3 of the Agreement and the City obtains other acceptable alternative employment, the City can make an application to the Fair Work Commission (FWC) to vary the redundancy provisions, so the amount is reduced to another amount or to nil.

24.5.2 This provision does not apply in circumstances involving transmission of business.

24.6 Job Search Entitlement

24.6.1 During the period of notice of termination given by the City in accordance with subclause 23.1, an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

24.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the City, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

24.6.3 The job search entitlements under this clause apply in lieu of the provisions of subclause 24.7.

24.6.4 This provision does not apply in circumstances involving transmission of business.

24.7 Employees Exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary Employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

24.8 Employment Security

24.8.1 The Parties recognise there may be fundamental changes in the way work is organised which will result in improvements in productivity and service to the customer.

24.8.2 The City is committed to providing employment security to its Employees, but also believes employment security lies within each Employee in the value they add to the organisation.

24.8.3 If an Employee's substantive position is abolished, the Employee, from the date of abolition of the position, shall have their salary and conditions preserved for a period of one (1) year, unless the person is promoted to the position which has a higher level of pay or the person voluntarily moves to a lower classified position than their substantive position, in which case the salary and conditions will commence from the date commencing in the lower classified position.

Where an Employee retains their salary and conditions for a period of one (1) year, as set out in subclause 24.8.3, at the end of the one (1) year, the Employee shall be paid the salary and attract the conditions of the position he or she occupies.

25. DISPUTES RESOLUTION PROCEDURE

Any dispute arising under this Agreement, or in relation to an Employee's employment, or in relation to the National Employment Standards, or in relation to the *Local Government Industry Award 2020* or a group of Employees, shall be dealt with according to the following procedures.

25.1 Questions, Disputes or Difficulties Arising During the Effect of this Agreement

The following procedures shall apply in connection with questions, disputes or difficulties arising under this agreement or about any other matter pertaining to the employment relationship between Employees and the City.

25.1.1 Where a question, dispute or difficulty arises there will be discussions between the person/persons involved and/or their immediate supervisor within 48 hours.

25.1.2 Where a question, dispute or difficulty arises which cannot be resolved by the immediate supervisor it shall be referred to the Manager for further discussion within 48 hours.

25.1.3 If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to the Director for further discussion within 48 hours.

25.1.4 If these discussions do not result in settlement, the question, dispute or difficulty will be referred to the CEO. Discussions at this level will take place within five (5) working days.

25.1.5 Parties may agree to a greater time period for discussion in the steps outlined under subclause 25.1.

25.2 Terms to be Recorded

The terms of any agreed settlement should be jointly recorded.

25.3 Representation

25.3.1 Nothing in this procedure shall be read so as to exclude a representative from representing an Employee.

25.3.2 Nothing in this clause shall limit the right of Employees to seek advice from/or be represented by their chosen representative.

25.4 Referral to the External Jurisdiction or Authority

Any question, dispute or difficulty arising under this Agreement, or in relation to an Employee's employment, or a group of Employees, that is not settled after following the procedure set out under this clause, may be referred to the Appropriate Jurisdiction or Authority (e.g. Fair Work Commission) for resolution through conciliation and/or arbitration.

26. LOCAL GOVERNMENT ELECTIONS

26.1 Scope of this Clause

Persons engaged by the City on duties associated with the conducting of a ballot of Electors shall be subject to the provisions of this clause in lieu of all other provisions contained in this Agreement.

26.2 Salaries Applicable

The salary applicable to each classification shall be in accordance with subclause 7.1, as far as it applies to Local Government Officer pay rates.

26.2.1 Polling Clerk

Level 3

Step 1

26.2.2 Presiding Officer

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

26.2.3 Deputy Returning Officer

Level 6	Step 1
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26.2.4 Returning Officer

Level 8	Step 1
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26.3 Calculation of Payment

The rates prescribed herein shall be calculated by dividing the appropriate salary by 1976, the result being paid on account of each hour's work authorised by the Returning Officer. Provided that payment shall be limited to hours of work performed on Polling Day and the days immediately following where those days are not ordinary working days for the person concerned.

26.4 Use of Private Vehicle

Where an Employee is required to use his/her own motor vehicle in the course of his/her duties, the Employee shall be paid in accordance with subclause 17.4 of this Agreement.

26.5 Penalty Rates

The rate prescribed in subclause 26.2 hereof shall be subjected to a penalty of 50% on account of all disabilities or incidental expenses which may be incurred where work is required to be performed on a Saturday, Sunday or Public holiday.

27. UNION TRAINING LEAVE AND DELEGATE'S RIGHTS

27.1 Union Delegates may request, at the discretion of their Director, to attend trade union training courses conducted by the Union, on the following conditions:

- a) Not less than four (4) weeks' notice is to be given to the City of the date of commencement of the training course, including an agenda with the times at which the course is conducted.

- b) That the City is able to make adequate staffing arrangements during the period of such leave.
- c) Leave taken pursuant to this clause shall be counted as continuous service for all purposes of the Agreement and for the purposes of long service leave entitlements.
- d) Leave granted pursuant to this clause shall be subject to the contents of the course being consistent with the objectives and interests of the City.

27.2 Accredited Union representatives shall have the rights set out in the following Delegates Charter:

- a) the right to be treated with respect, fairness and to perform their role as a Workplace Delegate without any adverse effect upon their employment;
- b) the right to formal recognition by the City that endorsed Union representatives speak on behalf of their Union members in the workplace;
- c) the right to bargain collectively on behalf of those they represent, including access to reasonable paid time to prepare and participate in enterprise bargaining negotiations;
- d) the right to consultation, and access to reasonable information about the workplace, the business and any proposed changes;
- e) the right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and the Union Offices.

28. SIGNATORIES TO AGREEMENT

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

Signatures:

For the City of Kwinana (Employer):

Name in full (printed):

Date:

Position:

Witnessed by:

Witness name in full (printed):

Date:

Witness address:

For the Employees:

Name in full (printed):

Date:

Position:

Witnessed by:

Witness name in full (printed):

Date:

Witness address:

And the Employees, represented by
Australian Services Union ("ASU")
102 East Parade,
East Perth WA 6004

Signature:

Name in full (printed):

Date:

Witnessed by:

Date:

Witness name in full (printed):

Witness Address:

Western Australian Shire Employers, Municipal Roads Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union ("LGRCEU")
102 Charles Street,
West Perth WA 6005

Signature:

Name in full (printed):

Date:

Witnessed by:

Date:

Witness name in full (printed):

Witness Address:

**APPENDIX A – PRICE ASSESSMENT AND CLASSIFICATION SYSTEM (PACS)
CLASSIFICATION BANDS**

PACS

Each position at the City of Kwinana covered by this Agreement is remunerated in accordance with the position’s placement in the nine City of Kwinana Salary Bands. Within each of these Salary Bands there are intervals which provide step increases for the Employee. The salary for each Band and Step is determined through the enterprise agreement negotiating process.

Band 1	Step 0
	Step 1
	Step 2
	Step 3
	Step 4
Band 2	Step 0
	Step 1
	Step 2
	Step 3
	Step 4
Band 3	Step 0
	Step 1
	Step 2
	Step 3
	Step 4
Band 4	Step 0
	Step 1
	Step 2
	Step 3
	Step 4
Band 5	Step 0
	Step 1

	Step 2 Step 3 Step 4
Band 6	Step 0 Step 1 Step 2 Step 3 Step 4
Band 7	Step 0 Step 1 Step 2 Step 3 Step 4
Band 8	Step 0 Step 1 Step 2 Step 3 Step 4
Band 9	Step 0 Step 1 Step 2 Step 3 Step 4

The following Specified Positions are classified against specific Recreation Bands:

PACS Band 1-4	Recreation Band 1	Swimming Instructors, Gym Instructors, Programs Instructor
PACS Band 2-2	Recreation Band 2	Life Guard

PACS Band 4-1	Recreation Band 3	Personal Trainer
PACS Band 5-3	Recreation Band 4	Tai Chi Instructor
PACS Band 7-3	Recreation Band 5	Group Fitness Instructor (less than 2 years experience), Yoga Instructor (less than 2 years experience), Pilates Instructor (less than 2 years experience)
PACS Band 9-1	Recreation Band 6	Group Fitness Instructor (minimum 2 years experience), Yoga Instructor (minimum 2 years experience), Pilates Instructor (minimum 2 years experience)

Placement of a position in the Band is determined by the Work Value of the position. Work value is calculated through the Price Assessment and Classification System (PACS). PACS is a fair, consistent, transparent way to determine the level of a position within an organisation.

PACS assesses each position against eight Factors.

1. Knowledge
2. Interpersonal Skills
3. Physical Effort
4. Focus
5. Complexity
6. Decision-Making
7. Influence
8. Leadership

The eight Factors were developed for the City of Kwinana to ensure that all aspects of a role across skills, effort and responsibility are accounted for in the Work Value. This includes aspects of office, workshop and outdoor based roles and therefore enables all roles at City of Kwinana to be assessed by the same system.

Within PACS, each Factor is described starting from the most basic level to more developed Degrees. Each Degree within the Factor is described in detail to ensure it is consistently applied in the Work Value Assessment process.

Factor	Description Summary	Degree
1. Knowledge	Measures the knowledge level (skills, expertise, know-how and ability) to do the position competently taking into account formal education and related experience. Includes: professional, mechanical, administrative, process related and technical.	1-7
2. Interpersonal Skills	Measures the requirement for interpersonal communication skills which assesses how demanding the position in terms of contacting, explaining and negotiating, considering the purpose and context of the interaction which includes reference to both routine and more sensitive/ complex interactions.	1-6
3. Physical Effort	Measures physical exertion, movement, manual dexterity and body control taking into account intensity and frequency. Includes: lifting, pushing, and body control/ reflex using mechanical aids.	1-6
4. Focus	Measures the requirement for sensory concentration, vigilance and time pressures taking into account intensity and frequency. Includes reference to the need for precision and impact of interruptions.	1-6
5. Complexity	Measures analysis, problem solving and reasoning required of the position. Includes reference to different levels of interpretation, use of creativity, strategic thinking and extent of guidance provided to the position in the development of solutions.	1-7
6. Decision-Making	Measures judgement in the context of position accountability. Includes reference to extent to which work is reviewed, extent to which established processes or precedents assist decision making, and nature of delegated authorities involved in decision making.	1-7
7. Influence	Measures the extent to which position activities impact the organisation. Includes reference to span of delivery, diversity of activities, and extent to which knowledge beyond immediate team is required.	1-7
8. Leadership	Measure responsibility for team leaderships. Considers both direct and indirect reports.	1-6

Work Value Assessment through PACS is undertaken by a trained Human Resources Officer and requires:

- A clear and accurate Position Description (PD).
- Liaison with the Manager of the position and the incumbent (if the position is currently filled) to ensure understanding of the area in which the position works.
- A current organisational chart to consider hierarchical relationships. The trained Human Resources Officer will oversee integrity of the Work Value Assessment by ensuring the degree for each Factor.
- Is based on the position requirements documented in the PD and not influenced by the individual in the position, or undocumented expectations of the manager.
- Maintains focus on skill, effort and responsibility for competent performance, taking care not to inflate the degree for ideal performance.
- Takes into account hierarchy so that a position is not rated higher than its superior.
- Is consistently applied across all functions in the City of Kwinana. This will require the Human Resources Officer to refer to measured Degrees for other positions from time to time, depending on how frequently PACS is used.

This high level of system integrity is possible as the definitions for each degree are clearly documented in PACS. Human Resources would be accountable for system integrity and therefore is the final arbitrator of measured Degree for each Factor.

The trained Human Resources Officer inputs the measured degree into PACS and PACS generates a Work Value number that incorporates the Degree measurement of all Factors.

Band	Steps	Work Value Range
One	Step 0 Step 1 Step 2 Step 3 Step 4	100 - 140
Two	Step 0 Step 1	141 - 185

	Step 2 Step 3 Step 4	
Three	Step 0 Step 1 Step 2 Step 3 Step 4	186 - 225
Four	Step 0 Step 1 Step 2 Step 3 Step 4	226 - 250
Five	Step 0 Step 1 Step 2 Step 3 Step 4	251 - 310
Six	Step 0 Step 1 Step 2 Step 3 Step 4	311 - 430
Seven	Step 0 Step 1 Step 2 Step 3 Step 4	431 - 495
Eight	Step 0 Step 1	496 - 570

	Step 2 Step 3 Step 4	
Nine	Step 0 Step 1 Step 2 Step 3 Step 4	571 - 630

If position responsibilities change and this change is documented in the position description, this will impact the PACS assessment. Factor degree will change according to the changes in the position description. The final Work Value score may higher or lower. While the Work Value score is unlikely to be the same, it is possible if Factor changes offset one another.

A PACS assessment must be undertaken before a position is assigned to a Band.

APPENDIX B - GUIDELINES FOR ROSTERED DAYS OFF

CITY OF KWINANA ROSTERED DAY OFF (RDO)

GUIDELINES

- B.1. The normal working day(s) in each fortnight designated to be a rostered day off in respect of those Employees who have taken the option to work a nine (9) day fortnight or nineteen (19) day month (as defined within the Enterprise Agreement), will be known as the rostered day off ("RDO") - based on a neutral cost to City.
- B.2. Managers, in consultation with their teams, will determine via roster or work pattern which day will be the RDO for each Employee within that team. In determining such day(s), or part days teams will take into account the matters referred to in clause B.7. Any part day will be completed in that pay period.
- B.3. Teams, in considering RDOs, will take into account the effect it is likely to have on performance, Employees and/or the public before making a decision.
- B.4. An RDO will be regarded in the same way as a Saturday or Sunday in the event of Employee illness. If you are sick on your RDO, you cannot accrue that day as an RDO.
- B.5. RDOs are not accumulated during periods of long service leave. Long service leave will be taken on the basis that there are ten (10) normal working days in a fortnight.
- B.6. As sick and annual leave days are paid at 8.43 hours (i.e. 8 Hours & 26 Minutes) for a 9 day arrangement and 8.02 hours (i.e. 8 hours & 1 minute) for a 19 day arrangement, RDO time is accrued when an Employee is on sick or annual leave.
- B.7. With the exception of agreements made under clause B.7.1 and B.7.2 of these guidelines an RDO will be taken by entitled Employees within the pay period/s in which it was accumulated. An RDO cannot be accumulated outside of the pay period without the prior agreement of the Manager.

B.7.1 By The City of Kwinana's Request:

Arrangement may be made, by the giving of 48 hours' notice for deferment of a rostered day off to meet operational needs. In such circumstances Employees may be able by mutual agreement to choose one of the following options with regard to a deferred rostered day off –

- i. taking the deferred day at the next mutually convenient time;
- ii. taking the day as an additional day's pay in the period in which the rostered day off was due to be taken; or

- iii. deferring the taking of the rostered day(s) off until the taking of annual leave at which time the day(s) may be taken as additional paid time off or as wages. Such arrangements as set out in B.7.1 (i. ii. and iii.) may also be followed by where a rostered day off falls due on a Public Holiday.

B.7.2 By Employee Request:

Employees will be entitled to accrue up to five (5) RDOs, four (4) of which will be used by those Employees who will not be rostered to work over the Christmas/New Year period. The remaining day will be taken with their annual leave. For those Employees who work over the Christmas/New Year period, their accrued RDOs (maximum of five (5) per year) will be taken with their annual leave.

A roster shall be drawn up to meet operational needs over the Christmas/New Year period. In the first instance volunteers will be asked for and in the second instance, a request will be made by the City to cover certain skilled position requirements. The roster will be released by 1 November, of each year and swaps of personnel will be allowed by mutual agreement so long as the Employee skill requirements are met.

Roster disputes will be covered through the normal management channels. The roster of Employees will be on a rotating basis.

- B.8. An Employee will understand, accept and agree that he or she will not undertake higher duties and/or overtime as a result of another Employee being on an RDO.
- B.9. The City reserves the right to pay out accrued RDO's exceeding the equivalent of six (6) days so that the balance is reduced to five (5) days when the Employee is unable to reduce their balance down after consultation. If this happens the Employee will also provide a plan to their manager on how they will further reduce the balance down under five (5) days.

APPENDIX C- DEFINITIONS

C.1 GENERAL DEFINITIONS

- C.1.1 Commission or FWC** shall mean the *Fair Work Commission*.
- C.1.2 Commissioner** means a Commissioner appointed under the *Fair Work Commission*.
- C.1.3 Community Services Officer (Welfare and Ancillary Services)** shall mean a person engaged by a respondent whose role is to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support, services, income, welfare, employment, education, health, housing, children's, youth, aged and domiciliary services, or who is primarily concerned with the social and living standards in the community and shall include an Assistant Community Services Officer.
- C.1.4 Community Services Officer (Recreation)** shall mean a person engaged by a respondent whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and shall include an assistant in relation to such functions and recreation centre and swimming pool staff. Provided that this definition does not include a person employed in a clerical capacity, for example Cashier/Receptionist, in a Recreation/Aquatic Centre.
- C.1.5 Community Services Officer (Arts, Theatre and Museum)** shall mean a person engaged by a respondent whose role is to raise the community's awareness of existing programmes, exhibitions, events, groups and organisations relative to arts and to encourage a positive and continuing interest in the arts within a community. An Employee may be a Theatre Manager who is responsible for the supervision of Theatre workers and coordination and promotion of activities of the Theatre, or a Museum Supervisor who is responsible for the overall supervision, care and maintenance of a City of Kwinana Museum.
- C.1.6 Law Enforcement Officer** shall mean an Employee employed to patrol, within the geographical confines of a Local Authority, for the purpose of watching, protecting or inspecting all property belonging to the Local Authority and/or to enforce one or more of the Authority's By-Laws or any Acts of Parliament which that Authority is empowered to enforce.
- C.1.7 An Aboriginal Person** is a person who identifies as such and furthermore is regarded as an Aboriginal person by members of his or her community.
- C.1.8 Headquarters** shall mean and include a permanent place wherein are stored or kept, plant equipment and materials or a place where vehicles are parked.

C.1.9 Horticulture Tradesperson shall mean an Employee who has successfully completed a recognised apprenticeship in the Gardening or Landscape Gardening or Turf Management or Nurseryperson branches of the Horticulture Trade, and who produces proof satisfactory to the City of such qualification, or who has by other means achieved a standard of knowledge equivalent thereto and is appointed in writing as such by the City.

C.1.10 Service wherever appearing in this Agreement shall, besides actual working service, include time for which the Employee is entitled to claim personal leave pay or time spent on holidays or annual leave as prescribed by this Agreement or other relevant legislation (e.g. Workers' Compensation Act). Any other time in respect of which an Employee is absent (including unauthorised leave) from work shall not count as service but this does not mean that such other absence will necessarily break continuity of service.

C.1.11 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.

C.1.12 Local Government Officer shall mean any Employee, excluding City Operations Employees and Recreation Employees.

C.1.13 City Operations Employee shall mean Employees below supervisor level engaged in the works (Depot) operational services including but not limited to parks and infrastructure maintenance; construction; garbage; sanitary and sullage services.

C.1.14 Shift Work shall mean that arrangement specifically referred to as such in writing to a given Employee and routinely requiring a repeating roster of ordinary hours in which distinct shifts are identifiable and consistent from one day to the next.

C.1.15 Shift Worker is defined in the Local Government Industry Award 2020

C.1.15 Continuous Shift Work shall mean shift work as defined in C.1.14 but rostered so as to provide a continuous 24-hour, seven-days per week production or service at a constant level. Employees may be rostered on a rotational basis so that they are not constrained to one shift permanently.

C.1.16 Immediate Family includes:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- b) a child (including ex-nuptial), parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

A spouse or de facto partner includes those Employees in same sex relationships.

C.1.17 Administration Employees, where not specified otherwise (and in particular, under clause 6 and this Appendix of this Agreement), shall include:

- Employees who work in the City's main administration building; or Employees who work at one of the other locations covered by this Agreement and whose position description includes basic administrative support as more than 50 % of its primary responsibilities.

NB: Where this definition and any other definition or clause conflict, the other definition or clause shall prevail.

C.1.18 Recquatic Worker, shall mean an Employee who works in the Kwinana Recquatic centre.

C.1.19 NES shall mean the National Employment Standards.

C.1.20 Continuous Service shall mean the definition contained within the *Fair Work Act 2009*.

C.1.21 A High Achiever is determined by the Employee's Director and is defined as:

- Behaviour and work output that is worthy of imitation by others, and
- exceeds the work requirements of the role, and
- would be described as outstanding by a reasonable person as reflected in the Staff Development Review (SDR).

C.1.22 Inclement Weather is described the existence of rain or abnormal climatic conditions (whether they be those of lightning, hail, cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these) in which it is either not reasonable or not safe for Employees exposed to these conditions to continue working.

APPENDIX D – SALARY/WAGE SCALES

City of Kwinana Enterprise Agreement 2021

The following tables sets the rates of pay for each Band and Step.

Table 1- Classification Translation Base Salary

Band & Step	Proposed Salary for all Levels/Steps	Full Time/ Part Time Hourly Rate	Casual Hourly Rate +25%
Band 1-0	\$ 42,246.44	\$ 21.38	\$ 26.72
Band 1-1	\$ 45,691.00	\$ 23.12	\$ 28.90
Band 1-2	\$ 49,136.00	\$ 24.86	\$ 31.08
Band 1-3	\$ 52,581.00	\$ 26.60	\$ 33.25
Band 1-4/ Recreation Band 1	\$ 56,025.00	\$ 28.35	\$ 35.44
Band 2-0	\$ 56,026.00	\$ 28.35	\$ 35.44
Band 2-1	\$ 56,977.00	\$ 28.83	\$ 36.04
Band 2-2/Recreation Band 2	\$ 57,928.00	\$ 29.31	\$ 36.64
Band 2-3	\$ 58,879.00	\$ 29.79	\$ 37.24
Band 2-4	\$ 59,829.00	\$ 30.27	\$ 37.84
Band 3-0	\$ 59,830.32	\$ 30.28	\$ 37.85
Band 3-1	\$ 60,671.63	\$ 30.70	\$ 38.38
Band 3-2	\$ 61,514.00	\$ 31.13	\$ 38.91
Band 3-3	\$ 62,356.00	\$ 31.55	\$ 39.44
Band 3-4	\$ 63,197.00	\$ 31.98	\$ 39.98
Band 4-0	\$ 63,198.00	\$ 31.98	\$ 39.98
Band 4-1/Recquatic Band 3	\$ 64,650.00	\$ 32.71	\$ 40.89
Band 4-2	\$ 66,102.00	\$ 33.45	\$ 41.81
Band 4-3	\$ 67,554.34	\$ 34.18	\$ 42.73
Band 4-4	\$ 69,005.00	\$ 34.92	\$ 43.65
Band 5-0	\$ 69,006.00	\$ 34.92	\$ 43.65
Band 5-1	\$ 70,545.55	\$ 35.70	\$ 44.63
Band 5-2	\$ 72,086.32	\$ 36.48	\$ 45.60
Band 5-3/Recquatic Band 4	\$ 73,627.09	\$ 37.26	\$ 46.58
Band 5-4	\$ 75,168.00	\$ 38.04	\$ 47.55
Band 6-0	\$ 75,169.00	\$ 38.04	\$ 47.55
Band 6-1	\$ 76,526.00	\$ 38.72	\$ 48.40
Band 6-2	\$ 77,881.97	\$ 39.41	\$ 49.26
Band 6-3	\$ 79,239.00	\$ 40.10	\$ 50.13
Band 6-4	\$ 80,595.00	\$ 40.78	\$ 50.98
Band 7-0	\$ 80,596.00	\$ 40.79	\$ 50.99
Band 7-1	\$ 82,543.00	\$ 41.77	\$ 52.21
Band 7-2	\$ 84,490.00	\$ 42.76	\$ 53.45

Band 7-3/Recreation Band 5	\$ 86,437.00	\$ 43.74	\$ 54.68
Band 7-4	\$ 88,382.00	\$ 44.73	\$ 55.91
Band 8-0	\$ 88,383.00	\$ 44.73	\$ 55.91
Band 8-1	\$ 90,205.00	\$ 45.65	\$ 57.06
Band 8-2	\$ 92,027.00	\$ 46.57	\$ 58.21
Band 8-3	\$ 93,848.60	\$ 47.49	\$ 59.36
Band 8-4	\$ 95,670.00	\$ 48.41	\$ 60.51
Band 9-0	\$ 95,671.00	\$ 48.42	\$ 60.53
Band 9- 1/ Recreation Band 6	\$ 99,425.00	\$ 50.32	\$ 62.90
Band 9-2	\$ 103,179.00	\$ 52.22	\$ 65.28
Band 9-3	\$ 106,933.00	\$ 54.11	\$ 67.64
Band 9-4	\$ 110,686.00	\$ 56.01	\$ 70.01

Table 2: From approval of the FWC with a 2.3% increase

Band & Step	Proposed Salary for all Levels/Steps	Full Time/ Part Time Hourly Rate	Casual Hourly Rate +25%
Band 1-0	\$43,218.11	\$21.87	\$27.34
Band 1-1	\$46,741.89	\$23.65	\$29.57
Band 1-2	\$50,266.13	\$25.44	\$31.80
Band 1-3	\$53,790.36	\$27.22	\$34.03
Band 1-4/ Recreation Band 1	\$57,313.58	\$29.00	\$36.26
Band 2-0	\$57,314.60	\$29.01	\$36.26
Band 2-1	\$58,287.47	\$29.50	\$36.87
Band 2-2/Recreation Band 2	\$59,260.34	\$29.99	\$37.49
Band 2-3	\$60,233.22	\$30.48	\$38.10
Band 2-4	\$61,205.07	\$30.97	\$38.72
Band 3-0	\$61,206.42	\$30.97	\$38.72
Band 3-1	\$62,067.08	\$31.41	\$39.26
Band 3-2	\$62,928.82	\$31.85	\$39.81
Band 3-3	\$63,790.19	\$32.28	\$40.35
Band 3-4	\$64,650.53	\$32.72	\$40.90
Band 4-0	\$64,651.55	\$32.72	\$40.90
Band 4-1/Recquatic Band 3	\$66,136.95	\$33.47	\$41.84
Band 4-2	\$67,622.35	\$34.22	\$42.78
Band 4-3	\$69,108.09	\$34.97	\$43.72
Band 4-4	\$70,592.12	\$35.72	\$44.66
Band 5-0	\$70,593.14	\$35.73	\$44.66
Band 5-1	\$72,168.10	\$36.52	\$45.65
Band 5-2	\$73,744.31	\$37.32	\$46.65
Band 5-3/Recquatic Band 4	\$75,320.51	\$38.12	\$47.65
Band 5-4	\$76,896.86	\$38.92	\$48.64
Band 6-0	\$76,897.89	\$38.92	\$48.64
Band 6-1	\$78,286.10	\$39.62	\$49.52

Band 6-2	\$79,673.26	\$40.32	\$50.40
Band 6-3	\$81,061.50	\$41.02	\$51.28
Band 6-4	\$82,448.69	\$41.73	\$52.16
Band 7-0	\$82,449.71	\$41.73	\$52.16
Band 7-1	\$84,441.49	\$42.73	\$53.42
Band 7-2	\$86,433.27	\$43.74	\$54.68
Band 7-3/Recreation Band 5	\$88,425.05	\$44.75	\$55.94
Band 7-4	\$90,414.79	\$45.76	\$57.20
Band 8-0	\$90,415.81	\$45.76	\$57.20
Band 8-1	\$92,279.72	\$46.70	\$58.38
Band 8-2	\$94,143.62	\$47.64	\$59.55
Band 8-3	\$96,007.12	\$48.59	\$60.73
Band 8-4	\$97,870.41	\$49.53	\$61.91
Band 9-0	\$97,871.43	\$49.53	\$61.91
Band 9- 1/ Recreation Band 6	\$101,711.78	\$51.47	\$64.34
Band 9-2	\$105,552.12	\$53.42	\$66.77
Band 9-3	\$109,392.46	\$55.36	\$69.20
Band 9-4	\$113,231.78	\$57.30	\$71.63

Table 3: From the first full pay period in July 2022 with a 1.5% increase

Band & Step	Proposed Salary for all Levels/Steps	Full Time/ Part Time Hourly Rate	Casual Hourly Rate +25%
Band 1-0	\$43,866.38	\$22.20	\$27.75
Band 1-1	\$47,443.02	\$24.01	\$30.01
Band 1-2	\$51,020.12	\$25.82	\$32.27
Band 1-3	\$54,597.22	\$27.63	\$34.54
Band 1-4/ Recreation Band 1	\$58,173.28	\$29.44	\$36.80
Band 2-0	\$58,174.32	\$29.44	\$36.80
Band 2-1	\$59,161.78	\$29.94	\$37.43
Band 2-2/Recreation Band 2	\$60,149.25	\$30.44	\$38.05
Band 2-3	\$61,136.72	\$30.94	\$38.67
Band 2-4	\$62,123.14	\$31.44	\$39.30
Band 3-0	\$62,124.51	\$31.44	\$39.30
Band 3-1	\$62,998.08	\$31.88	\$39.85
Band 3-2	\$63,872.75	\$32.32	\$40.41
Band 3-3	\$64,747.04	\$32.77	\$40.96
Band 3-4	\$65,620.29	\$33.21	\$41.51
Band 4-0	\$65,621.33	\$33.21	\$41.51
Band 4-1/Recquatic Band 3	\$67,129.00	\$33.97	\$42.47
Band 4-2	\$68,636.68	\$34.74	\$43.42
Band 4-3	\$70,144.71	\$35.50	\$44.37
Band 4-4	\$71,651.00	\$36.26	\$45.33

Band 5-0	\$71,652.04	\$36.26	\$45.33
Band 5-1	\$73,250.62	\$37.07	\$46.34
Band 5-2	\$74,850.47	\$37.88	\$47.35
Band 5-3/Recquatic Band 4	\$76,450.32	\$38.69	\$48.36
Band 5-4	\$78,050.32	\$39.50	\$49.37
Band 6-0	\$78,051.36	\$39.50	\$49.37
Band 6-1	\$79,460.39	\$40.21	\$50.27
Band 6-2	\$80,868.35	\$40.93	\$51.16
Band 6-3	\$82,277.42	\$41.64	\$52.05
Band 6-4	\$83,685.42	\$42.35	\$52.94
Band 7-0	\$83,686.45	\$42.35	\$52.94
Band 7-1	\$85,708.11	\$43.37	\$54.22
Band 7-2	\$87,729.77	\$44.40	\$55.50
Band 7-3/Recreation Band 5	\$89,751.43	\$45.42	\$56.78
Band 7-4	\$91,771.01	\$46.44	\$58.05
Band 8-0	\$91,772.05	\$46.44	\$58.05
Band 8-1	\$93,663.91	\$47.40	\$59.25
Band 8-2	\$95,555.78	\$48.36	\$60.45
Band 8-3	\$97,447.22	\$49.32	\$61.64
Band 8-4	\$99,338.47	\$50.27	\$62.84
Band 9-0	\$99,339.50	\$50.27	\$62.84
Band 9- 1/ Recreation Band 6	\$103,237.45	\$52.25	\$65.31
Band 9-2	\$107,135.40	\$54.22	\$67.77
Band 9-3	\$111,033.35	\$56.19	\$70.24
Band 9-4	\$114,930.25	\$58.16	\$72.70

Table 4: From the first full pay period in July 2023 with a 1.5% increase

Band & Step	Proposed Salary for all Levels/Steps	Full Time/ Part Time Hourly Rate	Casual Hourly Rate +25%
Band 1-0	\$44,524.38	\$22.53	\$28.17
Band 1-1	\$48,154.67	\$24.37	\$30.46
Band 1-2	\$51,785.42	\$26.21	\$32.76
Band 1-3	\$55,416.18	\$28.04	\$35.06
Band 1-4/ Recreation Band 1	\$59,045.88	\$29.88	\$37.35
Band 2-0	\$59,046.93	\$29.88	\$37.35
Band 2-1	\$60,049.21	\$30.39	\$37.99
Band 2-2/Recreation Band 2	\$61,051.49	\$30.90	\$38.62
Band 2-3	\$62,053.77	\$31.40	\$39.25
Band 2-4	\$63,054.99	\$31.91	\$39.89
Band 3-0	\$63,056.38	\$31.91	\$39.89
Band 3-1	\$63,943.05	\$32.36	\$40.45

Band 3-2	\$64,830.85	\$32.81	\$41.01
Band 3-3	\$65,718.25	\$33.26	\$41.57
Band 3-4	\$66,604.59	\$33.71	\$42.13
Band 4-0	\$66,605.65	\$33.71	\$42.13
Band 4-1/Recquatic Band 3	\$68,135.94	\$34.48	\$43.10
Band 4-2	\$69,666.23	\$35.26	\$44.07
Band 4-3	\$71,196.88	\$36.03	\$45.04
Band 4-4	\$72,725.76	\$36.80	\$46.01
Band 5-0	\$72,726.82	\$36.81	\$46.01
Band 5-1	\$74,349.38	\$37.63	\$47.03
Band 5-2	\$75,973.23	\$38.45	\$48.06
Band 5-3/Recquatic Band 4	\$77,597.08	\$39.27	\$49.09
Band 5-4	\$79,221.07	\$40.09	\$50.11
Band 6-0	\$79,222.13	\$40.09	\$50.12
Band 6-1	\$80,652.30	\$40.82	\$51.02
Band 6-2	\$82,081.38	\$41.54	\$51.92
Band 6-3	\$83,511.58	\$42.26	\$52.83
Band 6-4	\$84,940.70	\$42.99	\$53.73
Band 7-0	\$84,941.75	\$42.99	\$53.73
Band 7-1	\$86,993.73	\$44.03	\$55.03
Band 7-2	\$89,045.72	\$45.06	\$56.33
Band 7-3/Recreation Band 5	\$91,097.70	\$46.10	\$57.63
Band 7-4	\$93,147.57	\$47.14	\$58.92
Band 8-0	\$93,148.63	\$47.14	\$58.92
Band 8-1	\$95,068.87	\$48.11	\$60.14
Band 8-2	\$96,989.11	\$49.08	\$61.35
Band 8-3	\$98,908.93	\$50.06	\$62.57
Band 8-4	\$100,828.54	\$51.03	\$63.78
Band 9-0	\$100,829.60	\$51.03	\$63.78
Band 9- 1/ Recreation Band 6	\$104,786.01	\$53.03	\$66.29
Band 9-2	\$108,742.43	\$55.03	\$68.79
Band 9-3	\$112,698.85	\$57.03	\$71.29
Band 9-4	\$116,654.21	\$59.04	\$73.79

Table 5: From the first full pay period in July 2024 with a 1.5% increase

Band & Step	Proposed Salary for all Levels/Steps	Full Time/ Part Time Hourly Rate	Casual Hourly Rate +25%
Band 1-0	\$45,192.24	\$22.87	\$28.59
Band 1-1	\$48,876.99	\$24.74	\$30.92
Band 1-2	\$52,562.20	\$26.60	\$33.25
Band 1-3	\$56,247.42	\$28.47	\$35.58
Band 1-4/ Recreation Band 1	\$59,931.57	\$30.33	\$37.91

Band 2-0	\$59,932.64	\$30.33	\$37.91
Band 2-1	\$60,949.95	\$30.85	\$38.56
Band 2-2/Recreation Band 2	\$61,967.26	\$31.36	\$39.20
Band 2-3	\$62,984.57	\$31.87	\$39.84
Band 2-4	\$64,000.82	\$32.39	\$40.49
Band 3-0	\$64,002.23	\$32.39	\$40.49
Band 3-1	\$64,902.20	\$32.85	\$41.06
Band 3-2	\$65,803.31	\$33.30	\$41.63
Band 3-3	\$66,704.02	\$33.76	\$42.20
Band 3-4	\$67,603.66	\$34.21	\$42.77
Band 4-0	\$67,604.73	\$34.21	\$42.77
Band 4-1/Recquatic Band 3	\$69,157.98	\$35.00	\$43.75
Band 4-2	\$70,711.22	\$35.79	\$44.73
Band 4-3	\$72,264.84	\$36.57	\$45.71
Band 4-4	\$73,816.65	\$37.36	\$46.70
Band 5-0	\$73,817.72	\$37.36	\$46.70
Band 5-1	\$75,464.62	\$38.19	\$47.74
Band 5-2	\$77,112.83	\$39.02	\$48.78
Band 5-3/Recquatic Band 4	\$78,761.03	\$39.86	\$49.82
Band 5-4	\$80,409.39	\$40.69	\$50.87
Band 6-0	\$80,410.46	\$40.69	\$50.87
Band 6-1	\$81,862.08	\$41.43	\$51.79
Band 6-2	\$83,312.60	\$42.16	\$52.70
Band 6-3	\$84,764.25	\$42.90	\$53.62
Band 6-4	\$86,214.81	\$43.63	\$54.54
Band 7-0	\$86,215.88	\$43.63	\$54.54
Band 7-1	\$88,298.64	\$44.69	\$55.86
Band 7-2	\$90,381.40	\$45.74	\$57.17
Band 7-3/Recreation Band 5	\$92,464.16	\$46.79	\$58.49
Band 7-4	\$94,544.79	\$47.85	\$59.81
Band 8-0	\$94,545.86	\$47.85	\$59.81
Band 8-1	\$96,494.90	\$48.83	\$61.04
Band 8-2	\$98,443.95	\$49.82	\$62.27
Band 8-3	\$100,392.57	\$50.81	\$63.51
Band 8-4	\$102,340.97	\$51.79	\$64.74
Band 9-0	\$102,342.04	\$51.79	\$64.74
Band 9- 1/ Recreation Band 6	\$106,357.80	\$53.82	\$67.28
Band 9-2	\$110,373.57	\$55.86	\$69.82
Band 9-3	\$114,389.33	\$57.89	\$72.36
Band 9-4	\$118,404.02	\$59.92	\$74.90

Specified Recreation Positions

Recquatic Worker Junior Rates City of Kwinana Enterprise Agreement

Kwinana Recquatic Specified Positions.

The following Specified Positions are classified against specific Recreation Bands.

Recreation Band 1	Swimming Instructors, Gym Instructors, Programs Instructor
Recreation Band 2	Life Guard
Recreation Band 3	Personal Trainer
Recreation Band 4	Tai Chi Instructor
Recreation Band 5	Group Fitness Instructor (less than 2 years experience), Yoga Instructor (less than 2 years experience), Pilates Instructor (less than 2 years experience)
Recreation Band 6	Group Fitness Instructor (minimum 2 years experience), Yoga Instructor (minimum 2 years experience), Pilates Instructor (minimum 2 years experience)

APPENDIX E – ALLOWANCE & REIMBURSEMENT SCALES Effective 2021

E.1 On-Call Allowance

For the purposes of subclause 17.5, the City agrees to the payment of \$3.389221 per hour for on-call periods, and to be paid at the completion of each rostered period. The allowance will be paid regardless of any call-outs.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the 12 months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

E.2 Meal Allowances During Overtime

For the purposes of, and subject to the provisions of, subclause 17.2., an Employee required to work overtime for more than two hours shall be paid a “first meal” \$16.373812 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required he/she shall be paid “subsequent meal” \$16.373812 for each meal so required. This shall not apply where meals are provided by the City at the City’s cost.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the 12 months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

E.3 Reimbursement for Private Vehicle Mileage

The rates specified below are expressed as cents per completed kilometre.

Engine displacement (in cubic centimetres)			
Over 2600cc c/km	1601 – 2600cc c/km & Rotary Engines	1600cc and under c/km	Motor cycle c/km**
\$0.77	\$0.76	\$0.72	\$0.311032

** The ATO does not provide a rate for Motor Cycle’s, so this has been increased by CPI.

This allowance shall be increased annually (as at the beginning of the financial year), in accordance with the ATO mileage deduction rates in place on 30 June prior to each salary increase.

E.4 Appointed First Aider Allowance

An Employee who is appointed in writing by the City to be First Aiders will be paid an allowance of \$22.87 for each completed pay period that s/he remains so appointed (excluding periods of leave). Pro rata for Part-time Employees.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the twelve (12) months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

APPENDIX F– ORGANISATIONAL STAFF VALUES

Our organisation is committed to and actively pursues the continued development of a culture that truly reflects the vision of the organisation. This will be achieved through encapsulating the staff values as the foundation of the way we go about business.

The City of Kwinana's Staff Values being:

Lead from where you stand: Leadership is within us all

Act with compassion: Show that you care

Make it fun: Seize the opportunity to have fun

Stand strong, stand true: Have the courage to do what is right

Trust and be trusted: Value the message, value the messenger

Why not yes?: Ideas can grow with a yes!

APPENDIX G – SECTION 62 FROM THE *FAIR WORK ACT (2009)*

The following excerpt from the *Fair Work Act 2009* (i.e. section 62, paragraph 3) is provided for the convenience of Employees and is current as at July 2018. Employees are reminded that legislation may be amended from time to time and should refer to the Act directly for issues that rely upon this section of the Act. The Act can be found easily on the internet, or by enquiring of the Human Resources Team.

Reasonable additional hours

- (3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsections (1) and (2), the following must be taken into account:
- (a) Any risk to Employee health and safety from working the additional hours;
 - (b) The Employee's personal circumstances, including family responsibilities;
 - (c) The needs of the workplace or enterprise in which the Employee is employed;
 - (d) Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (e) Any notice given by the employer of any request or requirement to work the additional hours;
 - (f) Any notice given by the Employee of his or her intention to refuse to work the additional hours;
 - (g) The usual patterns of work in the industry, or the part of an industry, in which the Employee works;
 - (h) The nature of the Employee's role, and the Employee's level of responsibility;
 - (i) Whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the Employee, or with an averaging arrangement agreed to by the Employer and Employee under section 64; and
 - (j) Any other relevant matter.

Note: An Employee and an Employer may **agree that the Employee may take breaks during any additional hours worked by the Employee.**