



ENTERPRISE AGREEMENT 2021 - 2023



City of
Greater Geraldton
a vibrant future



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Note – this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the beginning of the agreement.

City of Greater Geraldton Enterprise Agreement 2021 - 2023

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DECISION

Fair Work Act 2009
s.185—Enterprise agreement

City of Greater Geraldton
(AG2021/6194)

CITY OF GREATER GERALDTON ENTERPRISE AGREEMENT 2021 - 2023

Local government administration

DEPUTY PRESIDENT MANSINI

MELBOURNE, 4 AUGUST 2021

Application for approval of the City of Greater Geraldton Enterprise Agreement 2021 - 2023.

[1] The City of Greater Geraldton has applied for approval of a single enterprise agreement known as the *City of Greater Geraldton Enterprise Agreement 2021 - 2023* (the Agreement) pursuant to s.185 of the Fair Work Act 2009 (Cth) (the Act).

[2] Since the application was made, the Commission inquired about whether the pre-approval requirements were met, whether the Agreement contravenes s.55 of the Act and raised concerns about whether the Agreement passes the “better off overall” test. Further information and evidence was provided.

[3] Noting clause 1.7.2. of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

[4] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representative did not oppose the Undertakings. I am satisfied that the Undertakings will not cause financial detriment to any employee covered by the Agreement and that the Undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[5] On the basis of the material contained in the application, further information and evidence provided and the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[7] The Agreement was approved on 4 August 2021 and, in accordance with s.54, will operate from 11 August 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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<AE512607 PR732466>



Our Ref: D-21-079012
Your Ref: n/a
File Ref: SM/7/0001
Enquiries: Human Resources

27 July 2021

Fair Work Commission
GPO Box X2206
Perth WA 6001

By Email: perth@fwc.gov.au

Dear Deputy President Mansini

CITY OF GREATER GERALDTON ENTERPRISE AGREEMENT 2021-2023

Written undertaking under section 190 of the *Fair Work Act 2009*

I, Ross McKim, provide the following undertakings in support of the City of Greater Geraldton's application to the Fair Work Commission, for the approval of the *City of Greater Geraldton Enterprise Agreement 2021-2023*.

1. Despite clause 6.7.1, Part-time employees are entitled to two days of compassionate leave, per occasion.
2. An employee who is aged 21 years or more and is engaged as an apprentice will be paid in accordance with clause 7.5 of the Agreement or the minimum weekly rate for a Level 2 employee contained in the Local Government Industry Award 2020, whichever is the greater.
3. A QPT employee who is employed in one of the positions contained in 1.1 of Appendix 5, who meets the definition of a shift worker will accrue one extra week of annual leave per year.

I am authorised to make these undertakings on behalf of the City of Greater Geraldton.

Yours sincerely

Ross McKim
CHIEF EXECUTIVE OFFICER



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1. Introduction

1.1. City of Greater Geraldton Enterprise Agreement

- 1.1.1 This Agreement shall be known as the City of Greater Geraldton Enterprise Agreement 2021 - 2023 (“the Agreement”).

1.2. Objective of this Agreement

- 1.2.1. The objective of this Agreement is to create a balanced working environment where productivity gains will underpin organisational development and a performing culture.

- 1.2.2. This Agreement promotes an organisation wide focus on process improvement resulting in improved customer service allowing the organisation to listen to the community and service it more effectively.

- 1.2.3. This Agreement considers the welfare of the whole person and creates opportunities for each individual to grow professionally, be recognised for their work and meet their personal goals.

1.3. Definitions in this Agreement

- 1.3.1. For the purposes of this Agreement and unless a contrary intention appears, the following definitions apply:

- i. ‘Act’ means the Fair Work Act 2009 (Cth).
- ii. ‘Agreement’ means this document.
- iii. ‘Casual Employee’ means a person is a casual employee if they accept a job offer from an employer knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.
- iv. ‘CEO’ means the Chief Executive Officer of the City of Greater Geraldton.
- v. ‘City’ means the City of Greater Geraldton.
- vi. ‘Complex Dispute’ means a dispute which involves numerous parties, and/or numerous allegations resulting in the utilisation of significant resources for its resolution.
- vii. ‘ECC’ means Employee Consultative Committee.
- viii. ‘FWC’ means the Fair Work Commission.
- ix. ‘Flexi time’ is accrued time requested by an employee.
- x. ‘Geraldton Location’ is defined as the area covered by the Greater Geraldton Structure Plan 2011 as adopted by the WA Planning Commission.

- xi. 'Immediate Family' for the purpose of carer's and compassionate leave means:
 - a. The Employee's spouse (including same sex or transgender relationships, former spouse, de facto spouse and former de facto spouse), child (including adopted and fostered children), parent, grandparent, grandchild, or sibling;
 - b. A child, parent, grandparent, grandchild, or sibling of the Employee's spouse;
 - c. Traditional kinship (that is, people considered as 'family' due to cultural beliefs).
- xii. 'Mullewa Town Site' is defined as the area covered by the (former) Shire of Mullewa Town Planning Scheme No. 1.
- xiii. 'NES' means the National Employment Standards.
- xiv. 'Organisational Structure' is defined as the following:
 - a. 'Department' means the group of branches reporting to a Director, including the Director.
 - b. 'Branch' means the Employees reporting to a single Manager, including the Manager.
 - c. 'Team' means the group of Employees reporting to a single Supervisor.
- xv. 'Parties' means all parties to the Enterprise Agreement including all the City Employees and any relevant Union.
- xvi. 'Performance improvement' is the City's term for dealing with under-performance which could result in disciplinary action.
- xvii. 'QPT' means Queens Park Theatre;
- xviii. 'Rostered Day Off' (RDO) is a day accrued by Employees working additional time. The RDO is taken as time off.
- xix. 'Senior Officer' means the CEO.
- xx. 'Shift Workers' are Employees who work a roster and, who over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week and who are regularly rostered to work on Sundays and Public Holidays.
- xxi. 'Time in Lieu' / 'Overtime' is time requested by the Employer over the Employee's contracted hours.
- xxii. 'Union' means the Australian Services Union (ASU) as per Clause 1.4. Scope and Parties to the Agreement.

xxiii. 'Union Delegate' means an elected Union official with the responsibility of representing Union members of the City of Greater Geraldton.

xxiv. 'Written approval' means either by email, letter, or memo format.

1.4. Scope and Parties to the Agreement

1.4.1. The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties, and subject to approval by Fair Work Australia at any time during its currency.

1.4.2. The parties to this Agreement will be:

- i. All Employees of the City of Greater Geraldton, excluding those outlined in clause 1.5. and
- ii. Australian Services Union (ASU).

1.4.3. The parties to this Agreement agree that:

- i. It is their intention to uphold one of the principle objects of the Fair Work Australia Act 2009, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination 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.
- ii. Any dispute concerning these provisions and their operation may be progressed initially through the City's Workplace Issue Resolution procedures.
- iii. Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.
- iv. All arrangements under this Agreement shall be consistent with Employee's family, religious, cultural or community obligations.

1.4.4. Apprenticeship and traineeship participants are to be included within the provisions of this Agreement and will receive a pro-rata entitlement in accordance with this Agreement.

1.5. Exclusions from this Agreement

1.5.1. Independent contractors and/or consultants engaged by the City;

1.5.2. This Agreement will not relate to any Employees employed by the City for a specific period associated with subsidised training or work schemes developed by the State or Federal Governments.

- 1.5.3. This Agreement is a stand-alone Agreement and no other Award, Enterprise Agreement, pre-reform Certified Agreement, preserved State Agreement or Notional Agreement Preserving State Awards may have any effect in relation to Employees covered by this Agreement while this Agreement exists.

1.6. Term of Agreement

- 1.6.1. This Agreement will come into operation seven (7) days from the approval date by the FWC.
- 1.6.2. For remuneration purposes only, the City will backdate any pay rate changes to 1 July.
- 1.6.3. Casual Employees are excluded from any back pay outlined in Clause 1.6.2.
- 1.6.4. The nominal expiry date of this Agreement will be 30th of June 2023. However, this Agreement may continue to operate beyond the nominal expiry date and apply to Employees beyond the nominal expiry date until a replacement Enterprise Agreement is made or this Agreement is terminated in accordance with the Fair Work Act.

1.7. Operation of the Agreement

- 1.7.1. Should any provision of this Agreement be 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 provision of this Agreement will not be affected, and the illegal or invalid part, term or provision will be deemed not to be part of this Agreement.
- 1.7.2. Subject to clauses 1.7.3 and 1.7.4, this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is 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.
- 1.7.3. Should the Employer cease to be a national system employer by operation of section 14(2) of the Fair Work Act 2009, then all references to the NES will be taken to be references to the corresponding provisions under the Minimum Conditions of Employment Act 1993 (WA) (as amended from time to time), except for those provisions of the NES that apply to non-national system employers. If there are no corresponding provisions of the Minimum Conditions of Employment Act 1993 (WA) in respect of a NES provision then those provisions of the NES cease to apply.
- 1.7.4. The corresponding provisions under the Minimum Conditions of Employment Act 1993 (WA) are those that are of a similar effect to the relevant NES provision.

1.8. Termination of Agreement

1.8.1. This Agreement may be terminated in accordance with the Fair Work Act 2009.

1.9. Variation of Agreement

1.9.1 The terms of this Agreement may be varied by the consent of the parties in accordance with the Fair Work Act, in accordance with the following principles:

- i. Management, Employees and the Union party to this Agreement will be notified at the outset that a variation to the Agreement is being considered and the nature of the variation sought.
- ii. Where negotiation is required, the parties to this Agreement will determine the best process for negotiation, based on the size of the workplace and the work requirements.
- iii. At any stage during discussions pertaining to a variation, the Employees may seek the advice or support from other sources, such as their Union.
- iv. A majority of Employees covered by the Agreement variation must genuinely agree to any variation of the Agreement. As reasonably practical, all Employees affected by the proposed variation will have the opportunity to provide input/feedback on the proposed changes prior to the vote.
- v. A valid majority must agree to the variation for the variation to be passed. Employees will be given 14 days to consider the document prior to voting on it.
- vi. If agreed by a valid majority and the parties to the Agreement, the variation will then be forwarded for approval and lodged as a variation to the Agreement with Fair Work Australia.

1.10. Individual Flexibility Clause

1.10.1. The City and the Employees covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- i. The Agreement deals with one or more of the following matters:
 - a. Arrangements about when work is performed
 - b. Allowances
 - c. Leave loading
- ii. The arrangement meets the genuine needs of the City and Employee in relation to one or more matters mentioned in paragraph 1.10.1 of this clause; and:
- iii. The arrangement is genuinely agreed to by the City and the Employee.

1.10.2. The City must ensure that the terms of the individual flexible arrangement:

- i. Are about permitted matters under section 172 of the Fair Work Act 2009;

- ii. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
- iii. Result in the employee being better off overall than the Employee would be if no arrangement was made.

1.10.3. The arrangement must:

- i. Be in writing, and
- ii. Include the name of the City and the Employee, and
- iii. Be signed by the City and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee, and
- iv. Include details of:
 - a. The terms of the Enterprise Agreement that will be varied by the arrangement;
 - b. How the arrangement will vary the effect of the terms;
 - c. 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,
 - d. States the day on which the arrangement commences.

1.10.4. The City must give the employee a copy of the individual flexible arrangement within 14 days after it is agreed to.

1.10.5. The City or Employee may terminate the individual flexibility arrangement:

- i. By giving no more than 28 days' notice to either party in the arrangement, or
- ii. If the City and the Employee agree in writing at anytime.

1.11. Industrial Dispute Resolution

1.11.1. It is the City's intention that all disputes and grievances will be resolved where possible in a timely manner with as minimal disruption to the workplace as possible.

1.11.2. Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute between the City of Greater Geraldton and an Employee(s) shall be settled in accordance with the procedures set out herein.

1.11.3. The City of Greater Geraldton undertakes that any disputes in relation to the National Employment Standards shall be settled in accordance with clause 1.11 of the Agreement.

- 1.11.4. At any stage of the dispute settlement procedure an Employee(s) may nominate a Union representative or other such representative to attend meetings and consult with the Employee(s).
- 1.11.5. Where the matter is raised by an Employee(s) the following stages shall be observed:
- 1.11.6. Stage 1
- a. The affected Employee(s) shall discuss the matter with their immediate supervisor. Should a party to the dispute be the immediate supervisor, then the Employee reserves the right to refer the matter directly to the Manager.
 - b. The immediate supervisor (or Manager) shall resolve the matter within five (5) working days.
- 1.11.7. Stage 2
- a. If the matter cannot be resolved by the supervisor (Manager) then the Employee shall be entitled to refer the matter to the relevant Director or their authorised representative.
 - b. The Director or their authorised representative shall investigate and resolve the matter within fifteen (15) days.
 - c. If the matter cannot be resolved by the Director or their authorised representative, then the Employee shall be entitled to refer the matter to the CEO.
- 1.11.8. Stage 3
- a. The Chief Executive Officer or their authorised representative shall investigate and resolve the matter within ten(10) working days.
- 1.11.9. The timelines in the stages outlined above may be extended only by written mutual agreement between the relevant parties.
- 1.11.10. The parties may agree on the appointment and process to be utilised by an external mediator including mediation and conciliation.
- 1.11.11. Failing external mediation, the issue will be referred to Fair Work Australia. Where a matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure settlement of the dispute.
- 1.11.12. The Employer and the Employee(s) in dispute confer mediation, conciliation and

arbitration powers necessary for resolution of disputes, claims, grievances, and matters arising under the operation of terms of this Agreement on Fair Work Australia.

- 1.11.13. During the course of this process the Employer and the Employee(s) agree to maintain the status quo as immediately prior to the event/issues causing this clause to be activated.
- 1.11.14. The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.
- 1.11.15. A decision that Fair Work Australia makes when arbitrating a dispute can be appealed.

1.12. Employee Consultative Committee

- 1.12.1. In order to progress the initiatives within this Agreement and periodically assess the health of the organisation from an Employee point of view, the Employee Consultative Committee (ECC) will continue.
- 1.12.2. The ECC may comprise of up to eight (8) Employee representatives, and three (3) Management representatives with no more than two (2) representatives from any Directorate.
- 1.12.3. The ECC may:
 - i. Work with Employees and Management to maintain the commitments and achieve the aspirations contained in this Agreement;
 - ii. Provide a consultative forum on all workplace matters;
 - iii. Recommend actions to assist the organisation in achieving operational and performance improvements;
 - iv. Report to Employees and Management on the progress of strategies included in this Agreement;
 - v. Report to Employees and the CEO every six (6) months on the ECC Committee's progress; and
 - vi. Meet at least every three (3) months, to progress continuous improvement and monitor organisational performance.
- 1.12.4. The matters on which the Committee may deal with include, but are not limited to:
 - i. Behaviour expectations such as the Code of Conduct and application of the organisational values;
 - ii. Improved work practices and conditions;

- iii. Team based culture; and
- iv. Productivity improvements.

- 1.12.5. The ECC will be a consultative group. Agreements reached by the ECC may be subject to agreement by a valid majority of ECC Employee members and may be referred to the CEO for approval.
- 1.12.6. Members of the ECC group may be able to interchange membership as required.
- 1.12.7. Terms of reference may be developed by the committee to determine the governance of the committee as required.

1.13. Union Delegates

- 1.13.1. The City acknowledges the important role and function of Union delegates in resolving workplace issues. The City demonstrates its support through allowing approved Union delegates access to paid time during normal work hours to undertake those duties.
- 1.13.2. The Union will inform the CGG of the names of union delegates and provide updates as the delegates change.
- 1.13.3. Union delegate's work input is to be capped at 2 hours per fortnight during the City's designated spread of hours:
 - i. Individual union delegates can accrue up to 8 hours for all business.
 - ii. Accrued time is not transferrable between delegates.
- 1.13.4. Notwithstanding the above clause, the City acknowledges that there may be instances where a Union delegate's work input will require more than the prescribed hours above (for example a complex dispute). By mutual agreement between the City and the Union delegate, the capped hours per fortnight may be extended regardless of whether the delegate has accrued the relevant time necessary to resolve the dispute.
- 1.13.5. In addition, new delegates who have not participated in a Union training course will be granted approval to attend one training course of not more than 3 days on a one off occasion pending operational requirements.
- 1.13.6. Previously trained delegates will be granted approval to attend one training course of not more than 2 days per annum pending operational requirements.
- 1.13.7. Union delegates will record their time allocated to union activities on their time sheets.

1.14. Union Delegates Charter

- 1.14.1. Accredited union delegates shall have their rights set out in the following delegates' Charter:
- i. The right to be treated with respect, fairness and to perform their role as a workplace delegate without any adverse effect on their employment;
 - ii. The right to formal recognition by the City that endorses ASU representatives and speak on behalf of ASU members in the workplace;
 - iii. The right to bargain collectively on behalf of those that they represent including access to reasonable paid time as outlined in clause 1.13.3 to prepare and participate in Enterprise Bargaining Negotiations;
 - iv. The right to consultation and access to reasonable information about the workplace, the business and any proposed changes;
 - v. The right to reasonable paid time within the normal span of rosters hours to represent the interests of members to the City and industrial tribunals as per clause 1.13.3;
 - vi. The right to reasonable paid time during normal work hours to consult with members and ASU officers/employees as per clause 1.13.3;
 - vii. The right to reasonable paid time off to attend unions education/development as per clause 1.13.5 and 1.13.6;
 - viii. The right to reasonable access to telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out their role as a workplace delegate and communicating with their workplace colleagues and the ASU officers; and
 - ix. The right to place ASU information on a designated union noticeboard in a prominent location in the workplace.

1.15. Leave for ASU Training and Development

- 1.15.1. The City may subject to operational requirements grant reasonable paid leave of absence to workplace delegates who are nominated by the ASU to attend relevant short courses or seminars from time to time agreed between the ASU and the City as per clause 1.13.5 and 1.13.6;
- 1.15.2. Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime;
- 1.15.3. Leave granted under this clause shall include any necessary travelling time within normal working hours immediately before or after the course provided that the City shall not be liable for any expenses associated with an Employee's attendance at the course.

1.16. Commitments

- 1.16.1. The City and its Employees commit to work together to comply with all policies, procedures and practices as amended from time to time, for the term of this Agreement.
- 1.16.2. An integral part of this Agreement will include the City and its Employees commitment to work together to continuously improve the organisation.
- 1.16.3. Each Department commits to embracing all software systems that are implemented across the organisation.
- 1.16.4. Each team commits to achieving compliance in accordance with Clause 6.8.12 in regard to reducing annual and long service leave accruals.
- 1.16.5. Each team member commits to undertaking at least one (1) approved personal improvement training activity during work time, at the cost of the Employer, as identified in the Individual Development Plan (IDP) related to the individual's position.
- 1.16.6. Each Manager, Team Leader and Supervisor will commit to ensuring that all new employees to the City of Greater Geraldton will complete their formal induction within 6 months of commencing employment with the City.
- 1.16.7. Without compromising merit and selection processes and in order to provide a clear career progression path for future employee development, each team will commit to implementing a formal succession plan for identified key roles.
- 1.16.8. Each Department will commit to working within the designated employee engagement framework to increase employee engagement across the organisation.
- 1.16.9. Improve workplace health and wellbeing by committing to taking a break of at least 30 minutes during the hours of 11.00 am and 2.00pm or within 5 hours of commencing work.
- 1.16.10. A commitment to skills and knowledge retention through individual career development plans.
- 1.16.11. A commitment to ensuring that all workplace grievances are managed via the process outlined in Clause 1.11 – Industrial Dispute Resolution.
- 1.16.12. A commitment to ensuring that all operational incidents and OS&H issues are managed via the designated management process.

1.17. Productivity Gains

- 1.17.1. Productivity improvements during the term of this Agreement will be based around Employees working towards the following:
- i. Improving and maintaining excellent levels of internal and external customer service. This will be measured via the annual customer satisfaction surveys tools. Once a benchmark is established the improvement target should be at least 2% per annum.
 - ii. Each Branch under the direction of the Manager undertakes at least three (3) sustainable business process improvement or sustainable service delivery activities/reviews for each year of the Agreement. Each improvement must be quantifiable and structured.
 - iii. Each Branch under the direction of the Manager will commit to developing or reviewing three (3) formalised minimum service standards per year.
 - iv. Management and Employees have a strong commitment to workplace health and safety.

1.18. Commitment to Work Life Balance

- 1.18.1. The City of Greater Geraldton is committed to, and understands the importance of, assisting all Employees to achieve work life balance. The City will endeavour to apply continuous improvement principles to provide strategies which enable Employees to better manage their personal obligations with their employment duties. The City is also fully committed to aiding Employees to improve their overall health and wellbeing both at work plus in their personal lives. The City will engage in the strategies below to assist Employees to develop work life balance and encourage a healthy workforce:
- 1.18.2. Purchase of additional annual leave
- i. Full-time and part-time Employees are able to purchase additional leave up to a maximum of four (4) additional weeks in each calendar year. See Clause 6.10 for further details.
- 1.18.3. Compressed working weeks
- i. Full-time and part-time Employees are able to negotiate compressed working weeks with their immediate Line Supervisor, pending continuity of service delivery. See Clause 4.2 for further details.
- 1.18.4. Working four out of five years
- i. Full-time and part-time Employees excluding negotiated contract and specific term contracts are able to negotiate working four (4) years at 80% of salary which allows the fifth (5th) year to be taken as paid leave at the 80% salary rate. See Clause 4.3 for further details.

- 1.18.5. Pro-rata long service leave after five years continuous service
- i. Full-time and part-time Employees are able to access long service leave on a pro-rata basis after five (5) years of continuous service. See Clause 6.12 for further details.
- 1.18.6. Cashing-out of annual leave
- i. Upon written request by a full-time or part-time Employee, the City may grant applications to cash in accrued annual leave. See Clause 6.9 for further details.
- 1.18.7. Flexible working arrangements
- i. Employees are encouraged to balance their family and personal commitments by negotiating flexible working arrangements, as outlined in Section 5 of this Agreement, with their Line Supervisor.
- 1.18.8. Employee Assistance Program (EAP)
- i. Employees are encouraged to access the services of the Employee Assistance Program (EAP). This program provides a confidential, professional counselling service that is available to Employees and their immediate families to help them resolve both personal and work related issues.
- 1.18.9. The City's Employee Consultative Committee (ECC) may monitor these initiatives and may consider adding additional strategies during the life of this Agreement.

1.19. Commitment to Employee Support and Development

- 1.19.1. The City and its Employees are committed to continually improving key organisational development strategies aimed at ensuring that the City meets its current and future skills needs and retains its corporate knowledge.
- 1.19.2. Structured training programs (Vocational Education Training)
- i. The City and its Employees are committed to identifying opportunities for structured training programs as a career pathway throughout the organisation. These opportunities may be available to people of all ages and may include, but not be limited to, traineeships, apprenticeships, cadetships and structured workplace learning placements as well as undertaking work experience placements. The ECC may monitor this program throughout the term of this Agreement.
 - ii. The City is committed to providing opportunities for all current and potential employees from a diverse range of cultures and ethnicities. The City will work towards ensuring that all employees regardless of race or religion have access to career and personal development opportunities. The ECC may monitor this matter throughout the term of this Agreement.

1.20. Smoke Free Workplace

- 1.20.1. In recognition of current smoking legislation and in fairness to all Employees, Employees are prohibited from smoking in Council buildings (including ten (10) meters from building perimeters) and all Council vehicles.
- 1.20.2. The City may also commence the phasing out of 'smoke breaks'. In order to do this effectively and fairly, the City shall provide assistance to Employees to give up smoking or manage their smoking.

1.21. Corporate Uniform

- 1.21.1. All Employees are provided access to discounted corporate uniform as well as personal protective equipment (PPE) clothing as described in the City's Corporate Clothing Operational Policy.

1.22. Learning and Development of all Employees

- 1.22.1. As part of ensuring that the City has appropriate levels of Employees with necessary skills and competencies to provide services, all Employees at the City are required to undergo learning and development. This may include appropriate national industry competencies as outlined in the Australian Qualifications Framework.
- 1.22.2. Both Management and Employees are required to use the City's Performance Review system to assist with the development of an appropriate Individual Development Plan (IDP) for each Employee.
- 1.22.3. For all permanent full-time, permanent part-time and specific term contracted employees of greater than 12 months, it is the Line Supervisor's role to ensure an IDP is developed. It is also the Line Supervisor's responsibility to provide the Employee with the necessary resources and opportunities to achieve their plan.
- 1.22.4. Learning opportunities must be negotiated within each team and the process of learning will comply with the City's Learning and Development policies, processes and procedures.
- 1.22.5. The Human Resources team is committed to utilising the City's performance management system to capture and track the requirements of City Employees to achieve full competency in their current role.
- 1.22.6. It is the Line Supervisor's responsibility to ensure that an Employee's annual performance review has been completed and the IDP is compiled and acted on within the timeframes

set.

- 1.22.7. To facilitate learning and development, the City will allocate an annual training budget of the City's annual wages/salary budget. The percentages will be as follows:
- i. Year 1 of the Agreement –1.5%
 - ii. Year 2 of the Agreement –1.5%

1.23. Improvement to the City's Risk Management and Occupational Safety and Health:

- 1.23.1. The City and Employees are committed to the improvement of Risk Management and Occupational Safety and Health within the organisation. This includes ensuring that:
- i. Safety, Risk and Emergency Management Committees are in place;
 - ii. Maintaining ongoing consultation between Management and Employees through the City's Occupational Safety and Health Committee and appointed Safety and Health Representatives;
 - iii. All Employees have access to Health and Safety information plus training where required;
 - iv. That there are trained Senior First Aid and Certified First Aid Officers as designated by the City's Occupational Safety and Health Committee;
 - v. Incidents are recorded and tracked;
 - vi. Employees are provided with appropriate Personal Protective Equipment (PPE), use protective clothing and equipment for work undertaken;
 - vii. That an appropriate Health and Wellbeing strategy is in place; and
 - viii. Return to Work Programs are in place for any Employees who have special needs (not just injuries sustained at work).

1.24. Best Practice and Continuous Improvement

- 1.24.1. Best Practice and Continuous Improvement systems provide a systematic and structured approach to assess and improve the performance of leadership and management systems. This approach encompasses all levels of the organisation and considers factors that can influence performance. Best Practice and Continuous Improvement systems will enable the City to develop cohesive and coordinated processes that will lead to better performance in all areas.
- 1.24.2. The City will continue to embed Best Practice and Continuous Improvement systems into its organisational processes and systems. The ECC group may monitor the development of Best Practice and Continuous Improvement systems.

- 1.24.3. A tailored or full (determined by CEO) Best Practice and Continuous Improvement Audit will be conducted annually.
- i. Employees commit to participating in the audit and the City commits to making the results available.
 - ii. The City may work with the ECC to address opportunities for improvement.

1.25. Commitment to Developing a Team Based Culture

- 1.25.1. The City is committed to developing a 'one team' based culture as a strategy to attract and retain Employees. Employees in service teams will be encouraged to work together to develop their skills and competencies within the service area and to understand more about the wider organisation. The fundamental drivers for the organisation will be:
- i. Effective teamwork combined with Employee involvement;
 - ii. Shared vision and shared responsibilities; and
 - iii. Adopting the principles of a learning organisation.
- 1.25.2. The City will promote transparent decision making processes so that all Employees understand how decisions are made and how they can become involved in this process to participate in the outcomes. The City will ensure that decisions are guided by the organisational values (See Appendix 1 for Organisational Values and Behaviours).
- 1.25.3. Employees will be encouraged to take responsibility for service delivery and will be supported by peers and Line Supervisors as they use their initiative.
- 1.25.4. The ECC may monitor the development of a team based culture during the term of this Agreement.

1.26. Commitment to the Provision of Customer Service

- i. The City and Employees acknowledge that a fundamental role of Local Government is to provide high levels of customer service to both external and internal customers.
- ii. The City will provide initial and ongoing training in the delivery of 'best practice' customer service.
- iii. A role of the service teams within the City includes continuous monitoring, evaluation and improvement to the combined delivery of customer service.
- iv. A Customer Service Management Plan will form the basis of this commitment. The ECC may be consulted when drafting the plan.
- v. Employees will commit to participating in annual customer service audits for the

term of this Agreement.

- vi. To enhance productivity and maximise energy levels Employees will take a break of at least 30 minutes between 11.00am and 2.00pm excluding Aquarena Employees.

2. Contract of Service

2.1. Categories of Employment

- 2.1.1. 'Full-time' means an Employee engaged on the basis of a 38 hour week (or 40 hour week for Ranger Employees).
- 2.1.2. 'Part-time' means an Employee engaged to work fewer hours than a full-time Employee. Part-time Employees accrue entitlements under this Agreement on a pro-rata basis proportionate to the number of hours worked per week.
- 2.1.3. Unless specifically excluded casual Employees will receive the benefits of this Agreement.
- 2.1.4. A full-time Employee may, by agreement with the Line Supervisor, and based on operational requirements, change to part-time. This may involve a job share arrangement, with hours as agreed between the parties. Any agreement may be subject to operational requirements and Line Supervisor approval.
- 2.1.5. Casual means an Employee who is engaged by the hour from time to time when work is offered. Casual employees (excluding Aquarena employees) must be engaged and paid for at least two (2) consecutive hours of work on each occasion they are required to attend work. Work may be irregular and may not be available each week or work cycle and a casual Employee is not entitled to any form of paid leave outlined in Clause 6.1 - Personal Leave, Clause 6.8 - Annual Leave, and Clause 6.11 - Public Holidays.
- 2.1.6. Casual Employees will receive a 25% loading in lieu of paid leave entitlements as outlined in this Agreement.
- 2.1.7. Where a role or occupation classified between Level 8 and Level 10 inclusive, within the organisation is deemed to be a skills or labour shortage as per the Department of Immigration and Border Protection's Consolidated Sponsored Occupations List (or current skills shortage list), the City may classify the position as a "Special Salary" and attach a more competitive, market based salary, to be over and above the assessed salary, but capped to three years and reviewed annually with a minimum of three (3) months' notice prior to expiry to the role.

2.2. Specific-term Contracts

- 2.2.1. Employees may also be engaged on a specific-term contract with no guarantee of ongoing employment beyond that specific-term contract.
- 2.2.2. The specific-term Employee's contract will clearly specify the duration of the contract and the expiry date.
- 2.2.3. Upon the expiry date of the specific-term contract, employment will be deemed

terminated unless the contract is renewed.

2.2.4. Any Employee employed under a specific-term contract will receive the benefits of the provisions within this Agreement, unless specifically excluded.

2.2.5. Other than for negotiated contracts, specific-term contracts will be primarily used for replacing permanent Employees who are on extended absence from the workplace. Some examples include (but are not limited to), Employees who are on long service leave, annual leave, extended sick leave, maternity leave and worker's compensation.

2.3. Specific-task Contracts

2.3.1. Employees may also be engaged on a specific-task contract with no guarantee of ongoing employment beyond that specific-task contract.

2.3.2. The purpose of a specific-task contract is to complete a one-off specific task or project.

2.3.3. Specific-task contracts will clearly specify the scope of the task or project.

2.3.4. Upon the completion of the specific task or project, employment will be deemed terminated unless the contract is renewed.

2.3.5. Any Employee employed under a specific-task contract will receive the benefits of the provisions within this Agreement, unless specifically excluded.

2.4. Negotiated Contracts

2.4.1. A negotiated contract is applicable when the traditional salary classification levels do not adequately remunerate an Employee for their specific skills and responsibilities. Any position or person who is remunerated over Level 10 Step 4 is considered to be on a negotiated contract. Negotiated contracts may be entered into to negotiate other terms besides salary such as vehicle use and professional development.

2.4.2. All salaried Employees who are engaged through individual negotiated contracts of employment or through the negotiated salary process are subject to the terms and conditions of this Agreement unless otherwise specified. For example, exceptions include the salary/wages payments contained in this Agreement, leave loading and overtime.

2.4.3. Salary negotiations may be entered into with negotiated salary Employees as per the City's Remuneration Review Process and will be undertaken annually.

2.4.4. The salary negotiation and the salary provision will be reflective of productivity gains and

the Agreement remuneration for that period may be taken into consideration.

- 2.4.5. Where there is inconsistency between the contract of employment and the Agreement, the Agreement will prevail to the extent of the inconsistency.
- 2.4.6. The City has the prerogative to offer a negotiated contract to any position classified between Level 8 to Level 10 as a negotiated contract.
- 2.4.7. Where the position is filled with an existing Employee, the role can only be converted to a negotiated contract voluntarily.
- 2.4.8. Where a position is new or there is a vacancy, the City has the option to classify it as a negotiated position.
- 2.4.9. In some circumstances negotiated contracts may be performance based contracts.

2.5. Probation Period

- 2.5.1. Unless extended, all new full-time and part-time Employees will be on probation for a period of not more than 6 months. The purpose of such probation is to mutually determine the Employee's or the City's suitability for an ongoing employment relationship including determining whether the employee is able to perform to the required standard in that role.
- 2.5.2. 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.
- 2.5.3. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.

2.6. Work location

- 2.6.1. As part of ensuring that the City maintains appropriate staffing levels in key areas and to maximise efficiency and minimise costs, all Employees are required to operate from a designated work location.
- 2.6.2. An Employee may by mutual agreement be requested to work on a permanent or temporary basis at any other location outside of the Employee's current designated location.
- 2.6.3. Variation of an Employee's work location within the Geraldton Boundary (as defined in the definitions section) or the Mullewa Boundary (as defined in the definitions section) can occur when the City relocates a depot or administration area due to restructure,

amalgamation, relocating administration centres and / or depots to alternative premises.

2.6.4. Employees will not be compensated if the varied work location is:

- i. Within the Geraldton location (as defined in the definitions section)
- ii. Within the Mullewa boundary (as defined in the definitions section)
- iii. If the work location is outside either the Geraldton location or the Mullewa boundary, however, the City provides return transportation such as a bus to the varied work location

2.6.5. In the event that Employees are required to present at a varied work location in their personal vehicles they are eligible for a work vehicle allowance as per the current Australian Tax Office work related vehicle expenses calculator. This will occur if the varied work location is:

- i. Outside of the Geraldton location (as defined)
- ii. Outside of the Mullewa boundary (as defined)

2.6.6. The distance to work will be calculated from the employees designated place of work to the required location via the shortest most direct route.

2.6.7. Relocation assistance may be negotiated to assist in permanent or temporary relocation.

2.6.8. Notwithstanding the clauses above, the City reserves the right to alter its designated work locations within each of the boundaries as identified in the definitions section of this Agreement.

3. Section Three – Hours of Duty

3.1. Ordinary Hours of Work

- 3.1.1. Full-time Employees are required to work an average of 76 ordinary hours over a two (2) week cycle.
- 3.1.2. As a result of service provision issues, the parties agree that start and finish times may vary accordingly.
- 3.1.3. If an Employee wishes to vary their working hours they can submit a written request to their Line Supervisor.
- 3.1.4. Line Supervisors will seek input from Employees in relation to start and finish times.
- 3.1.5. Line Supervisors may approve start and finish times within operational requirements.
- 3.1.6. Except as hereinafter provided, the spread of ordinary hours for full-time and part-time Employees will be from 6.00am to 7.00pm, Monday to Friday (inclusive).
- 3.1.7. The spread of ordinary hours for Youth Development Officers will be 6.00am to 10.00pm Monday to Friday (inclusive) and a 15% loading will apply to hours worked between 7pm and 10pm Monday to Friday (inclusive).
- 3.1.8. Employees will take a meal break of at least 30 minutes between 11.00am and 2.00pm or after 5 hours of commencing duty. Aquarena Employees (as defined in Appendix 3) are specifically excluded from this Clause.
- 3.1.9. Please refer to the Appendices for specific conditions.

3.2. Meal breaks

- 3.2.1. A minimum of 30 minutes and maximum of one (1) hour will be allowed for a meal break.
- 3.2.2. A meal break must be taken at a minimum of every five (5) hours.
- 3.2.3. QPT Technical Employees and QPT Casual Employees (as defined in Appendix 5) are specifically excluded from this Clause.
- 3.2.4. Aquarena Employees (as defined in Appendix 3) are specifically excluded from this

Clause.

3.3. Overtime / Time in Lieu

- 3.3.1. Overtime / Time in lieu is a concept to maximise the operational productivity of service teams.
- 3.3.2. Employees at Level 8 and above are not eligible for overtime however they will receive an additional five (5) days of annual leave per annum.
- 3.3.3. Overtime / Time in lieu must have prior written approval from the relevant supervisor on each occasion.
- 3.3.4. The following will be defined as overtime / time in lieu:
- i. Any hours worked at the request of the supervisor over the ordinary 76 hours per fortnight or 152 hours per four (4) week cycle by full-time Employees.
 - ii. Any hours worked at the request of the supervisor over the ordinary contracted hours for part-time Employees.
 - iii. Hours worked at the request of the supervisor in excess of the agreed scheduled rostered hours per day.
 - iv. Hours worked at the request of the supervisor outside of the normal spread of ordinary hours.
- 3.3.5. Unless mutually agreed otherwise, part-time Employees will have the option to receive overtime payment or time in lieu for hours worked over their contracted hours.
- 3.3.6. Accrual of time in lieu shall be taken at the equivalent hours worked within two (2) pay periods of being accrued.
- 3.3.7. Where operational demand requires, Line Supervisors can request Employees to work overtime at the prescribed rates and Employees can choose to accept or decline the request on reasonable grounds.
- 3.3.8. Examples of reasonable grounds are:
- i. Any risk to Employee health and safety;
 - ii. The Employee's personal circumstances including any family responsibilities;
 - iii. The notice (if any) given by the City or Employee of the overtime requested and by the Employee or the City their intention to refuse it; and
 - iv. Any other relevant matter.

- 3.3.9. If an Employee is authorised to work overtime, they can negotiate with their Line Supervisor whether they accumulate Time in Lieu or receive payment for the hours worked. If the Employee wishes to receive payment these hours will be noted on the Employee's time sheet as overtime and calculated by the Payroll function.
- 3.3.10. From Monday to Friday, overtime worked by an Employee at the request of the Line Supervisor will be remunerated at time and a half for the first (1st) two (2) hours of any one day and double time thereafter of the ordinary/base rate excluding any applicable roster loadings (if payment of the overtime is authorised).
- 3.3.11. The overtime clause 3.3 does not apply to the following:
- i. Appendix 3 Aquarena Employees
 - ii. Appendix 4 Library, Gallery and Visitor Centre Employees
 - iii. Appendix 5 Queens Park Theatre Technical Employees and Casuals
 - iv. Appendix 6 Ranger Employees
 - v. Appendix 8 Waste Facility Employees
 - vi. Appendix 9 Casual Employees
 - vii. Any Employee receiving remuneration at Level 8 or above.

3.4. Flexi Time

- 3.4.1. Flexi Time is available to all employees from Level 1 to Level 7 Step 4 and who work a minimum of 38 hours per week.
- 3.4.2. Exclusions from the flexi time provisions 3.4 include:
- i. Appendix 2 Airport Operations Officers
 - ii. Appendix 3 Aquarena Employees
 - iii. Appendix 6 Ranger Employees
 - ix. Appendix 7 Infrastructure Maintenance Operations, Fleet Services and City Precinct 'Outside Workers'
 - iv. Appendix 9 Casual Employees
 - v. Staff Remunerated at Level 8 and above
- 3.4.3. Flexi time can be accrued in minimum blocks of no less than 24 minutes per block.
- 3.4.4. Flexi time will be accumulated by Employees working the equivalent of 24 minutes per day, per four (4) week cycle. The 24 minutes per day can be accrued via any of the following:
- i. Commencing working at 8.06am each morning.
 - ii. Finishing work at 5.30pm each afternoon.
 - iii. Taking a half hour lunch break.

iv. Employees with staggered starts will need to negotiate the additional 24 minutes with their line manager.

3.4.5. Flexi time is to be taken either in a whole day or in a period of not less than two (2) hours at a time, agreed to by the relevant Line Supervisor. It is the Line Supervisor's responsibility to ensure that Employees have worked the required hours prior to accessing flexi time.

3.4.6. No more than eight (8) hours flexi time can be accrued in any one month.

3.4.7. If an employee has more than 16 hours flexi time accrued over a two (2) month period, the Line Supervisor can direct the employee to use the extra accrued leave, subject to the operational requirements of the City, or be paid out at the Employee's ordinary rate of pay.

3.4.8. Flexi time must not impact on the CGG's service delivery requirements.

3.4.9. Not more than 2 days per month can be taken as flexileave.

3.4.10. Employees who have entered into a formal compressed working week arrangement as per Clause 4.2 are excluded from this Clause.

3.5. Penalty Rates

3.5.1. The following penalty rates will apply to eligible Employees on the following occasions:

- i. Saturdays: for all work performed on a Saturday, the first (1st) two (2) hours will be paid at time and a half of the ordinary rate. After this, subsequent work will be paid at double time of the ordinary rate.
- ii. Sundays: All work performed on a Sunday will be paid at double time of the ordinary rate.
- iii. Public holidays: All work performed on public holidays will be paid at double time and a half of the ordinary rate.

3.5.2. The following are specifically excluded from the penalty rates as outlined in this Clause:

- i. Any Employee receiving remuneration at Level 8 or above

3.6. Allowances

3.6.1. All allowance payments must be verified and authorised by the relevant Line Supervisor via the timesheet.

3.6.2. First aid allowance

- i. An Employee who has been both appointed and trained to render first aid and who is a current holder of proper first aid qualifications, such as a certificate from the St John's Ambulance, shall be paid an allowance of \$19.00 per week if appointed by the City to perform first aid duties.
- ii. All casual Employees are excluded from this allowance. Please see Appendix 9 for casual provisions.

3.6.3. Meal allowance

- i. A meal allowance of \$15.94 shall be paid to any Employee who is required to work overtime for more than two (2) hours (in addition to the interval taken for a meal break) before or after the normal time of commencing or ceasing duty.
- ii. After the completion of each four (4) continuous hours of such overtime, calculated from the end of the previous meal break, a subsequent meal allowance of \$7.00 shall be paid, provided that the Employee is required to work beyond each respective fourth (4th) hour.
- iii. Where overtime in excess of four (4) hours duration is required to be worked on a Saturday, Sunday or public holiday and such time coincided with the normal meal interval, a meal break shall be taken and an Employee shall be paid a meal allowance of \$13.00 on the first (1st) occasion and a further allowance of \$6.84 on each subsequent occasion in the same work period.
- iv. Meal break means an unpaid period of not less than 30 minutes and not more than one (1) hour as directed by the City.
- v. The provisions of this Clause do not apply when the City provides a suitable meal.
- vi. The provisions of this Clause do not apply in respect of any overtime for which the Employee has been notified on the previous day or earlier that he/she will be required to undertake.
- vii. The provisions of this Clause do not apply in respect of any period of reasonable additional hours performed at the Employee's request.
- viii. Provided that if an Employee, as a consequence of the notification, provides himself/herself with a meal and works these additional hours/overtime than the period notified, he/she will be paid, for each meal provided and not required, the appropriate meal allowance prescribed by this Clause.
- ix. All casual Employees are excluded from this allowance. Please see Appendix 9 for casual provisions.
- x. QPT Technical Employees are excluded from this allowance.

3.6.4. Telephone allowance

- i. An Employee required by the City to make or receive telephone calls at his or her home by way of contact with the City or with members of the public, shall be reimbursed the cost of such outward telephone calls, the rental of the telephone over the period of such requirement, and the cost of installing the telephone service at his or her home if that cost is incurred after advice of such requirement.
- ii. Employees are not to make or receive regular home based calls without prior agreement with their Line Supervisor.
- iii. All casual Employees are excluded from this allowance. Please see Appendix 9 for casual provisions.

3.6.5. Uniform allowance

- i. Where the Employee is required to wear a uniform in the performance of his/her duties, the City shall pay the Employee an allowance equivalent to all reasonable expenses incurred by the Employee in the purchase of the uniform. This provision will not apply where the uniform is supplied by the City or at the City's expense.
- ii. For all other clothing protocols please refer to the City's Operational Policies on corporate wear.

3.6.6. Incidental travel allowance

- i. Where an Employee travels on authorised business and is required to stay overnight at a place other than his/her normal residence and is required to perform work duties, he/she shall be paid an allowance of \$12.03 per day to cover incidental costs.

3.6.7. Travel allowance

- i. An Employee required to work overtime which commences or finishes at a time when his/her normal means of private or public transport is not available at the time, will 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.
 - c. This provision may also apply to an Employee who is detained at work and who is not in receipt of overtime payments, however, this provision will not apply where transport is provided by the City or at the City's expense.
 - d. Where an Employee is required to conduct business on behalf of the City away from home, he shall be remunerated according to the Employee Travel Claim form.
 - e. Please refer to the City Employee Travel Claim form for further details in relation to accommodation, meals and travel reimbursement.

3.6.8. Industry allowance

- i. In addition to the prescribed hourly rates in Appendix 11, Employees engaged on any of the work specified will be paid an allowance at the rate of \$23.94 per week to compensate for the following disabilities of the industry:
 - a. Climatic conditions when working in the open on all types of work.
 - b. The physical disadvantage of having to climb stairs or ladders or work in confined spaces.
 - c. Dust blowing in the wind on construction sites during maintenance of roadways, footpaths etc.
 - d. Sloppy or muddy conditions associated with all types of construction and maintenance.
 - e. Drippings from newly poured concrete.
 - f. The disability of working on all types of scaffolding.
 - g. Exposure to chemicals or fumes.

3.6.9. The industry allowance shall be paid to the following categories of Employees:

- i. Infrastructure Maintenance Operations
- ii. Fleet Services;
- iii. City Precinct
- iv. Airport; and
- v. Waste Facility Employees.

3.6.10. Dead animals allowance.

- i. An Employee removing and destroying or burying dead animals specified herein will be paid an additional amount in respect of any duty day on which such a duty was carried out.
- ii. Such additional amount will be paid according to the following scale irrespective of the number of dead animals handled.

3.6.11. Allowance amounts:

- i. Horses, cattle, pigs, and animals of similar size \$7.00
- ii. Sheep, goats and animals of similar size \$5.00
- iii. Dogs, cats and animals of similar size \$5.00
- iv. Birds or fish in quantities \$7.00
- v. Where more than one (1) animal is dealt with in a day, the Employee will receive the highest payment for the animals dealt with. For example, a horse plus a dog in one (1) day equals a \$7.00 allowance for that day.

3.7. Relieving and Higher Duties

3.7.1. Higher duties are a means of extending skill levels and relieving in cases of absenteeism. When an Employee is undertaking higher duties it is the Line Supervisor's responsibility to ensure that the Employee satisfactorily undertakes the higher role and negotiates a reasonable workload for the Employee.

3.7.2. An Employee may be requested to act temporarily in a position higher than their designated role. An Employee may be eligible for higher duties allowance if mutually agreed with the Line Supervisor prior to undertaking the activity.

3.7.3. An Employee who is required to carry out only part of the duties of the higher position

may be paid at a rate determined by the City.

- 3.7.4. In the case of an Employee carrying out the duties of another Employee who is on a negotiated contract, the employee acting in that role will receive the hourly rate of the cash component of the senior role, as prescribed by the City's external remuneration advisor for the duration of 5 days or greater (inclusive of public holidays).
- 3.7.5. In the case of an Employee carrying out the duties of another Employee who is a party to the Enterprise Agreement pay schedule, the rate paid to the acting Employee for duration of 5 days or greater (inclusive of public holidays) shall be Step 1 of the more senior Employee's current salary level.
- 3.7.6. An Employee acting in a higher classification position for a minimum of three (3) months who commences personal leave or annual leave will receive payment at the higher classification rate.
- 3.7.7. An Employee on higher duties who undertakes overtime will be paid at the higher classification rate for the overtime undertaken.
- 3.7.8. Other than a Senior Employee, an Employee who carries out higher duties for a continuous period in excess of 12 months may be permanently appointed to that position if it is an ongoing role.
- 3.7.9. Subject to the Local Government Act, Senior Employee positions may be re-advertised, and if so the Employee undertaking the higher duties will need to reapply for the position.
- 3.7.10. Higher Duties for Infrastructure Maintenance Operations and Fleet Services Employees:
- i. In the case of any eligible Infrastructure Maintenance Operations and Fleet Services Employees performing any duty for which a wage higher than that of his/her own classification for less than one hour in any one day or roster he or she shall receive, for the time, their ordinary hourly rate.
 - ii. In the case of any eligible Infrastructure Maintenance Operations and Fleet Services Employees performing any duty for which a wage higher than that of his/her own classification for more than one (1) hour in any day or roster he/she shall receive, for the day or roster, the wages specified for such higher grade duty.

3.8. On Call

- 3.8.1. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.
- 3.8.2. 'On call' means a situation in which an Employee is required to be contactable and available for duty at all times during a rostered period for emergency, remote

monitoring, maintenance and/or breakdown work. An Employee on call will not be required to remain at his/her home. The nominated on call employee will be subjected to the City's fitness for work policy while being paid this allowance.

3.8.3. The purpose of the on call allowance is to recognise and appropriately compensate nominated Employees who are required to remain on call by responding to telephone calls and or attending the workplace, in order to maintain the effective operation of the City.

3.8.4. While on call, an Employee will receive an allowance for each 24 hour rostered period. The allowance will equate to 15% of the Employee's ordinary rate of pay (excluding any bonuses and/or other allowances). The on call allowance is not subject to calculation for superannuation purposes.

3.8.5. Example of on call allowance calculation:

- i. The allowance is calculated by multiplying the Employee's ordinary hourly rate by 15% (excluding any applicable roster loadings). The 15% would then be multiplied by the number of hours that the Employee spends on call:
 - a. The Hourly rate is \$24.00.
 - b. Allowance = $\$24.00 \times 15\% = \3.60 .
 - c. \$3.60 is multiplied by the number of hours in a day that the Employee is on call or holds the phone, e.g. 24 hours less hours spent at work = 15 hours. The allowance would equate to 15 x \$3.60 or \$54.00 per day.
 - d. Employees will only receive the on call allowance if no one else is rostered to work. In the case of a Saturday, Sunday or public holiday, Employees will only be eligible for the on call allowance when there are no Employees rostered on duty.
- ii. Example:
 - a. Person A is asked to be on call on a Saturday.
 - b. Person B is rostered to work from 8.00am to 5.00pm on the same day.
 - c. Person A can claim the on call allowance from 5.00pm to 8.00am the following day.
 - d. Person A is eligible to receive the allowance for a total of 15 hours.

- 3.8.6. The on call allowance remains the same amount (15% of the ordinary rate of pay) regardless of whether the Employee is on call on a weekday, weekend or public holiday.
- 3.8.7. Should an Employee be 'recalled to work' while he/she is on call he/she will become eligible for the recall payment detailed in Clause 3.9.
- 3.8.8. All on call payments must be verified and authorised by the relevant Line Supervisor via the timesheet.

3.9. Recall

- 3.9.1. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.
- 3.9.2. An Employee who is recalled to work overtime, regardless of whether notified before or after leaving the City's premises, shall be paid a minimum of three (3) hours work at the appropriate ordinary rate including overtime loadings as per Clause 3.3 and penalty rates loadings as per Clause 3.5. The nominated on call employee will be subjected to the City's fitness for work policy while being paid this allowance.
- 3.9.3. If an Employee works for a lesser period, they are still paid for the full three (3) hours. This Clause does not apply to overtime worked continuous at the commencement or completion of ordinary hours.
- 3.9.4. If an Employee is called out more than once within the period of the initial call out, the Employee shall not be entitled to any further payment for time worked within the three (3) hours.
- 3.9.5. Where the recall extends beyond the minimum of three (3) hours, payment shall be made including overtime loadings as per Clause 3.3 and penalty rates loadings as per Clause 3.5 on the actual hours worked at the time.
- 3.9.6. All recall payments must be verified and authorised by the relevant Line Supervisor via the timesheet.

3.10. Ten Hour Break

- 3.10.1. For reasons of Occupational Safety and Health and general wellbeing, it is desirable for all Employees to have a ten (10) hour break between rosters.
- 3.10.2. An Employee who works so many overtime hours between the end of the ordinary hours

on one day, and the commencement of ordinary hours on the next day, that he/she has not had at least ten (10) consecutive hours off duty shall be entitled to be released from work, without loss of pay for ordinary hours worked.

3.10.3. If the Employee is instructed to work without having had ten (10) hours off work, he/she is entitled to be paid at double time of pay at the ordinary rate until released from duty.

3.10.4. If the Employee and Line Supervisor agree in writing, and with full consideration of the occupational safety and health implications, the Employee may choose to commence work within the ten (10) hour period without being paid overtime rates.

4. Section Four - Work Life Balance Initiatives

4.1. Flexible Working Arrangements

- 4.1.1. The City aims, whenever practicable, to provide flexible working arrangements which balance service requirements with an Employee's personal needs. Upon written request by an Employee to attend to personal or family matters, with agreement from their direct Line Supervisor, the following working arrangements may be available in addition to normal leave requirements.
- 4.1.2. Each proposal will be considered on its merits, and be negotiated at the service team level with the direct Line Supervisor, recognising that not all positions lend themselves to these types of arrangements.
- 4.1.3. In each case, agreed arrangements may be considered to be on trial for the first (1st) six (6) months, after which continuation may be subject to a satisfactory annual review by the parties, for the duration of this Agreement.

4.2. Compressed Working Weeks

- 4.2.1. Employees on negotiated contracts will be excluded from this Clause.
- 4.2.2. Compressed working weeks are a form of flexible working hours that enable an Employee to work, for example, a 38 hour week in four (4) 9.5 hour days rather than five (5) 7.6 hour days at a normal rate of pay. Employees have access to this program where their Line Supervisor agrees and provision of service is maintained.
- 4.2.3. Any compressed hours must be contained within the thirteen (13) hour spread of ordinary hours. Please refer to Ordinary Hours in Clause 3.1.
- 4.2.4. This program will be considered on a case by case basis and will be heavily dependent upon operational requirements. This may not be suitable for all service teams.

4.3. Working Four Out of Five Years

- 4.3.1. An Employee, excluding negotiated contracts and specific term contracts, may elect to work four (4) years at 80% normal salary and take the fifth (5th) year as paid leave at the 80% salary rate.
- 4.3.2. For the purposes of this Clause, a year is calculated based on one (1) year (365 days) from the approval date, not the Employee's anniversary or commencement date with the City.

- 4.3.3. An Employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Employee's Director.
- 4.3.4. The fifth (5th) year must be taken at the end of the four (4) years' service, unless otherwise agreed by the Employee and the Director.
- 4.3.5. Where an Employee takes leave under this arrangement, the period of leave shall not constitute a break in service but the Employee will not accrue any leave during this time.
- 4.3.6. An Employee may withdraw in writing from this arrangement before completing the four (4) year period, in which case a lump sum payment of salary forgone will be made.
- 4.3.7. This arrangement is available only when an Employee has cleared any accrual of annual leave which is greater than 76 hours.
- 4.3.8. Employees who take advantage of this arrangement will not be eligible for a salary increment (associated with annual performance reviews) during the one (1) year period of leave (the fifth (5th) year).
- 4.3.9. Employees will return to work at the rate of pay they were classified at the end of the fourth (4th) year of the arrangement. In the case of a pay increase in direct relation to this Agreement, this increase will automatically be credited to the Employee during their leave period.

4.4. Working from Home

- 4.4.1. An Employee may request or be requested, in writing, to work from home. Any request by an Employee must be made to the relevant Director. Any such arrangement may be by mutual agreement and will not negatively impact delivery of services.
- 4.4.2. Working from home arrangements are subject to requirements provided for within the Working from Home Policy.

4.5. Job Sharing

- 4.5.1. Definition
 - i. Job sharing is an arrangement where two (2) Employees, by mutual agreement with their Line Supervisor, share all the duties and responsibilities of a permanent full-time position.
 - ii. Job sharing is a flexible work arrangement which can be utilised by both Managers and Employees as an alternative to full-time arrangements and as a means of balancing work and personal needs.

4.5.2. Access to job share

- i. Job sharing may be available by agreement between the direct Line Supervisor and the Employees concerned. Employees participating in job share arrangements will have access to all City benefits and programs, as dictated by their position in the organisation, in line with any part-time Employee.

4.5.3. Job share register

- i. The City will maintain an open job share register to enable Employees to record their interest in job share. The register records details of Employees who are seeking job share arrangements. Employees may access this register to identify potential job share partners, and may record their details on this register at their choice.

4.5.4. Hours of work

- i. Employees participating in job share, in conjunction with the appropriate Line Supervisor, may reach mutual agreement on how the job is to be split and agree the hours for each participating Employee. The agreed hours of work of the job share team will not exceed ordinary hours per fortnightly cycle for a full-time Employee.

4.5.5. Overlap time

- i. Communication between the job sharers of a position will be of vital importance in many positions. Where such continuity is needed each job sharer's ordinary hours may include time for mutual discussion and briefing.

4.5.6. Temporary leave

- i. In the case of short term casual absence such as sickness and emergency leave of one of the job sharers, the remaining job sharer may volunteer to relieve. In the case of a planned or structured absence, the job sharers may elect to take leave jointly. Should leave be taken separately, the remaining job sharer may volunteer to relieve. Where business needs dictate that the absence of the job sharer be covered, it is seen as highly desirable that the remaining job sharer be prepared to relieve.

4.6. Phased Retirement

4.6.1. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.

4.6.2. By written agreement between an eligible full-time or part-time Employee and the relevant Director, an Employee may participate in a phased retirement program that is offered by the City. Phased retirement will be at the discretion of the relevant Director.

- 4.6.3. The terms of the phased retirement may be specified in a written Phased Retirement Agreement that is to be signed by the Employee and the Employee's Director on behalf of the City.
- 4.6.4. An Employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued personal leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:
- i. The Employee has completed at least five (5) years continuous employment;
 - ii. The Employee retains a balance of 114 hours (15 days) of personal leave per annum;
 - iii. That due to a health condition or general tiring as a consequence of having performed physical work on a long-term basis, the Employee's Line Supervisor agrees that the Employee may not be able to perform at the same level as other Employees in the service team; and
 - iv. The Employee is eligible to access their superannuation and/or pension entitlements upon resignation.
 - a. Please note: Whilst Aware Super offers their members access to "transition to retirement" funds, Employees are required to check eligibility with their selected superannuation provider.
 - v. The Employee is not receiving worker's compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy; and
 - vi. The Employee attends work for a minimum of 30.4 hours (three (3) days) and a maximum of 60.8 hours (eight (8) days) per fortnight over a ten (10) day fortnight; and
 - vii. The Employee has undertaken not to perform paid employment for any employer other than the City during the hours for which they are being paid from their accrued personal leave entitlement; and
 - viii. The Employee, if a contributory member of Aware Super, agrees to continue to make their full contribution as if they were working full-time.
- 4.6.5. An Employee who is participating in a phased retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the Employee. A shorter notice period may however be agreed at the discretion of the Employee's Line Supervisor.
- 4.6.6. Personal leave that may have been able to be accessed by the Employee during the phased retirement period may be paid out to an eligible Employee upon termination as per Clause 6.5.

4.7. Employee Assistance Program (EAP)

- 4.7.1. The City of Greater Geraldton may continue to provide access to an Employee Assistance Program (EAP) at no cost to Employees. This program provides a confidential, professional counselling service that is available to Employees and their families to help them resolve both personal and work related problems.

4.8. Health and Wellbeing Initiatives

- 4.8.1. Since 1996 Local Government Insurance Scheme (LGIS) has provided health and wellbeing funded services to the City. These services aim to identify key risk areas in the workplace and the individual; and provide the City and Employees with the necessary information and resources to manage these risks effectively.
- 4.8.2. LGIS is committed to providing the City and its Workforce, through a panel of specialist providers, with the information and tools needed to maximise their quality of life while achieving their health goals. Services that the City have access to include:
- i. Health assessments;
 - ii. Skin cancer screenings; and
 - iii. Ergonomic assessments
- 4.8.3. Where further health and wellbeing initiatives can be sourced at little or no cost, these will be notified to staff, e.g. gym discounts, health fund membership discounts etc.

5. Section Five – Family Friendly Initiatives

5.1. Families and the City

- 5.1.1. The City recognises the needs of Employees with immediate family responsibilities and their right to address those responsibilities without conflict between their employment and family obligations.
- 5.1.2. The City recognises the need for, and places priority on, pursuing the introduction of conditions of work that assist Employees with family responsibilities to effectively carry out both responsibilities.
- 5.1.3. Access to family friendly initiatives is dependent upon operational requirements, to be determined by the relevant Director.
- 5.1.4. Such initiatives include:
- Flexible working arrangements/hours (Refer to Clause 4.1. of this Agreement);
 - Annual leave in single days (Refer to Clause 6.8);
 - Antenatal or prenatal leave (Refer to Clause 6.13.14);
 - Purchasing of additional annual leave (Refer to Clause 6.10);
 - Compressed working weeks (Refer to Clause 4.2);
 - Working from home (Refer to Clause 4.4);
 - Maternity leave (Refer to Clause 6.14);
 - Personal leave (Refer to Clause 6.1);
 - Exceptional circumstances leave (unpaid) (Refer to Clause 6.19);
 - Paid carer's leave (Refer to Clause 6.4); and
 - Job sharing (Refer to Clause 4.5)

6. Section Six – Leave Entitlements

6.1. Personal Leave

6.1.1. For the purposes of this Clause, personal leave is:

- i. Paid leave taken by an Employee because of a personal illness, or injury, of the Employee; or
- ii. Paid or unpaid leave taken by an Employee 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. A personal illness, or injury, of the member; or
 - b. An unexpected emergency affecting the member.

6.1.2. Full-time Employees are entitled to 10 days of personal/carer's leave per annum.

- i. Part-time Employees will receive no less than ten (10) days of personal/carer's leave per annum on a pro-rata basis.

6.1.3. After a full-time Employee has completed three (3) years of service they are entitled to 12 days personal leave for each subsequent 12 months of completed service.

- i. Part-time Employees will be entitled to a pro-rata entitlement based on the average number of nominal hours worked per week up to a maximum of 38 hours.

6.1.4. Paid personal leave is cumulative, provided that the Employee is only entitled to take in accordance with this clause that leave which has been credited to the Employee. Where the Employee is entitled to paid personal leave, the Employee will be paid the ordinary rate for the expected ordinary hours in the period.

6.1.5. The provisions of this Clause with respect to payment do not apply if the Employee is receiving worker's compensation.

6.2. Personal Leave due to Illness

6.2.1. If an Employee is unable to attend or remain at their normal place of employment during the ordinary hours of work for reasons of personal ill health or injury, the Employee shall be entitled to payment during such absences in accordance with this Clause. Paid leave is deducted from the Employee's accrued entitlement to personal leave.

6.2.2. To be entitled to paid personal leave, the Employee must advise the City as soon as reasonably practical of their inability to attend work because of personal illness or injury. Whenever possible the Employee should advise the City as per the City's Personal Leave

Procedure.

- 6.2.3. After two (2) days of personal leave in each financial year, the Employee may be asked to provide a medical certificate for all subsequent absences, indicating that the Employee is/was unfit for work during the period because of personal illness or injury.
- 6.2.4. In the event that it is not reasonably practical to obtain a medical certificate, a statutory declaration must be provided detailing the same information. This must be provided to the City as soon as reasonably practical.
- 6.2.5. The provisions of this Clause with respect to payment do not apply if the Employee is receiving worker's compensation.

6.3. Personal Leave due to Illness during Annual Leave

- 6.3.1. The provisions of this Clause apply to an Employee who suffers personal ill health or injury during the time when he/she is absent on annual leave.
- 6.3.2. An Employee may apply for, and the City may grant paid personal leave in place of paid annual leave.
- 6.3.3. Payment of replaced personal leave may not exceed the period of paid personal leave to which the Employee was entitled at the time he/she proceeds on annual leave and shall not be made with respect to fractions of a day.
- 6.3.4. Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken, provided that the annual leave loading prescribed in 6.8.6 shall be deemed to have been paid with respect to the replaced annual leave.
- 6.3.5. The provisions of this Clause with respect to payment do not apply if the Employee is receiving worker's compensation.

6.4. Personal Leave due to Carer's Responsibilities (Carer's Leave)

- 6.4.1. Personal leave due to carer's responsibilities is paid or unpaid leave taken by an Employee to provide care and support to a member of their immediate family or household because of:
 - i. Personal illness or injury of the member; or
 - ii. An unexpected emergency affecting the member.
- 6.4.2. Employees (including casual Employees) are entitled to a period of up to two (2) days

unpaid carer's leave per occasion. The unpaid leave of up to two (2) days is to be taken as a single unbroken period, unless otherwise agreed between the Employee and the City.

- 6.4.3. Full-time and part-time Employees are not entitled to take unpaid carer's leave if they are able to take paid personal/carer's leave.
- 6.4.4. To be entitled to carer's leave (either paid or unpaid) the Employee must advise the City as soon as reasonably practical of their inability to attend work in order to provide care and support as per the City's Personal Leave Procedure.
- 6.4.5. In the case of illness or injury of a member of the Employees immediate family or household the Employee may be asked to provide:
- i. A medical certificate indicating that a member of the Employee's immediate family or household has, had or may have a personal illness or injury during a period of the leave; or
 - ii. A statutory declaration which includes a statement that the Employee may require/is required to take leave to provide care or support to a member of the Employee's immediate family or household because of personal illness or injury.
 - iii. In the case of an unexpected emergency, a statutory declaration which includes a statement that the Employee may require/required leave to provide care or support to a member of the Employee's immediate family or household because of an unexpected emergency affecting that person.
- 6.4.6. The City may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person the Employee is taking carer's leave to provide care and support to.
- 6.4.7. After two (2) days of personal (carers) leave in each financial year, the Employee may be asked to provide a medical certificate for all subsequent absences, indicating that they may be/are required to take leave to provide care or support to a member of the Employee's immediate family or household because of personal illness or injury.
- 6.4.8. Except for unpaid carer's leave, this Clause does not apply to casual Employees. When taking unpaid carer's leave, casual Employees must comply with the notice and evidence requirements specified in Clause 6.4.

6.5. Pay Out of Unused Personal Leave

- 6.5.1. Employees who have commenced full-time or part-time employment with the City of Greater Geraldton prior to the 1st July 2012, will be entitled to an amount of up to \$5000 of their unused accumulated personal leave where the Employee retires or terminates his/her employment voluntarily as follows:

- i. Employees who have completed four (4) years continuous service within the City – 20% of unused accrued personal leave (capped at \$5000.00).
- ii. Employees who have completed seven (7) years continuous service within the City – 30% of unused accrued personal leave (capped at \$5000.00).
- iii. Employees who have completed ten (10) years continuous service within the City – 35% of unused accrued personal leave (capped at \$5000.00).
- iv. Employees who have completed 15 years continuous service within the City – 40% of unused accrued personal leave (capped at \$5000.00).
- v. Employees who have completed 20 years continuous service within the City – 45% of unused accrued personal leave (capped at \$5000.00).

6.5.2. For the avoidance of doubt, the City recognises an Employee's service with the Shire of Greenough, City of Geraldton, City of Geraldton-Greenough or Shire of Mullewa as service within the City in relation to this Clause.

6.6. Special Circumstances Leave

6.6.1. The City will exercise reasonable flexibility to allow Employees to leave work and return on the same day when attending medical appointments associated with illness. This arrangement requires permission from the relevant Line Supervisor.

6.7. Compassionate Leave

6.7.1. Full-time Employees are entitled to 15.2 hours (2 days) paid compassionate leave per occasion. Part-time Employees are entitled to this leave on a pro rata basis. Leave can be taken in accordance with the following:

- i. For spending time with a member of the Employee's immediate family or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his/her life. The leave can be taken at any time while the injury or illness persists; or
- ii. After the death of a member of the Employee's immediate family or household.

6.7.2. Unless otherwise agreed between the Employee and the City, compassionate leave can be taken as a single unbroken absence of two (2) days or two (2) separate periods of one (1) day each.

6.7.3. In order to be entitled to compassionate leave, the Employee must provide the City with evidence to satisfy a reasonable person of the illness, injury or death. The City may require the Employee to provide proof to satisfy a reasonable person of the relationship between the Employee and the person the Employee is taking compassionate leave for.

- 6.7.4. Whenever possible, the Employee should advise the City as soon as reasonably practical to indicate the expected duration of their absence, in accordance with City procedure.
- 6.7.5. Where the Employee is entitled to compassionate leave they will be paid the amount they would have reasonably expected for those hours at the ordinary rate.
- 6.7.6. Casual Employees will be entitled to unpaid compassionate leave in accordance with the Fair Work Act 2009.

6.8. Annual Leave

- 6.8.1. Full-time Employees are entitled to twenty two (22) days of annual leave per annum on an accrual basis. Part-time Employees are entitled to this leave on a pro rata basis.
- 6.8.2. The CGG operates under the philosophy that Employees working from Level 1 to 7 are primarily inputs based, whilst those operating at Level 8 and above are measured according to their flexibility and outputs.
- 6.8.3. In recognition of these factors, Employees at Level 8 and above are eligible for twenty seven days (27) of annual leave. This additional 5 days is in place of any overtime, time-in-lieu or flexi time.
- 6.8.4. Subject to this Clause, the Employee's entitlement to annual leave accrues on a fortnightly basis.
- 6.8.5. Unless otherwise provided for in the Agreement, annual leave is paid at the Employee's ordinary rate of pay.
- 6.8.6. Unless otherwise provided for in the Agreement, during the period of annual leave an Employee shall receive a loading of 17.5% calculated on the ordinary rate of pay:
 - i. The loading prescribed by this sub-clause shall apply to proportionate leave on termination; and
 - ii. By agreement between the City and an Employee, the loading may be incorporated into the Employee's salary.
- 6.8.7. For the purposes of Clause 6.8.6, Employees who are engaged on a negotiated contract will not receive annual leave loading.
- 6.8.8. Annual leave can be taken by an Employee requesting to take some or all of the annual leave which has been credited to the Employee, subject to authorisation by the relevant Line Supervisor.

- 6.8.9. The City may not unreasonably refuse a request to take annual leave credited to the Employee; however authorisation is subject to the operational requirements of the team.
- 6.8.10. Where the City shuts down all or any part of the business, the Employee may be required to take accrued leave. If the Employee does not have any leave accrued, the Employee will be required to use Time in Lieu and/or leave without pay.
- 6.8.11. Any untaken leave in one (1) year cumulates to the next year.
- 6.8.12. Full-time Employees who have a balance of more than 304 hours accrued annual leave can be requested by their Line Supervisor to reduce their annual leave balance below 304 hours, by 25% of the accrued balance or to a minimum of two (2) weeks. Part-time Employees will be requested to reduce their leave on a pro-rata basis.

6.9. Cashing-out Annual Leave

- 6.9.1. By agreement between the Employee and the City, a full-time Employee may request, in writing, up to two (2) weeks of accrued annual leave per annum be cashed-out. A part-time Employee may cash-out leave on a pro-rata basis.
- 6.9.2. Only one application can be made per financial year.
- 6.9.3. Full-time Employees must maintain a minimum accrued balance of four (4) weeks annual leave after the leave has been cashed-out. Annual leave cannot be cashed-out in advance of it being credited to the Employee. Part-time Employees must maintain a pro-rata balance of leave after cash-out.
- 6.9.4. Employees who wish to cash-out annual leave must complete the Request to Cash-Out Annual Leave form.
- 6.9.5. Cashed-out annual leave will be paid at the rate of pay that the Employee receives at the time when the Employee elects to take the leave.

6.10. Purchasing Additional Annual Leave

- 6.10.1. Employees have an option, subject to City approval, to purchase up to four (4) weeks additional annual leave per financial year.
- 6.10.2. An Employee's annual salary/wage will be reduced to the value of the amount of leave purchased. The method of deduction will be determined by Payroll.

- 6.10.3. The additional purchased annual leave will not be able to be accrued and must be taken each financial year.
- 6.10.4. The City will only accept one application for the purchase of additional annual leave per financial year.
- 6.10.5. If the Employee is unable to take the additional leave his/her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the year was not included in the salary. Leave will be credited at the pay rate on application.
- 6.10.6. Leave loading does not apply to any additional annual leave purchased.
- 6.10.7. Purchased additional annual leave must be purchased and taken in minimum weekly blocks.
- 6.10.8. Additional leave can only be taken with prior approval from the relevant Line Supervisor and must not negatively impact operational requirements.

6.11. Annual Leave and Public Holidays

- 6.11.1. If any holiday listed in Clause 6.20.1 falls within an Employee's period of leave, and that day would have been an ordinary working day, the observed holiday will not be deducted from the Employees accrued entitlement.

6.12. Pro-rata Long Service Leave After 5 Years Continuous Service

- 6.12.1. All full-time and part-time Employees are eligible to take pro-rata long service leave (LSL) after five (5) years of continuous service.
- 6.12.2. Long service leave shall accumulate at the rate of 6.5 weeks for each five (5) years of service.
- 6.12.3. For the purposes of this Clause, service shall include continuous service with the City of Geraldton, Shire of Greenough, City of Geraldton-Greenough and Shire of Mullewa.
- 6.12.4. Upon termination of employment, Employees with at least seven (7) years continuous service shall be paid out any pro rata long service leave.
- 6.12.5. Employees with five (5) years of continuous service and who have not taken their 6.5 weeks of long service leave, who leave the City before completing seven (7) years of continuous service, will not be eligible for a pro rata payment on termination.

6.12.6. Long service leave on half pay

- i. Where an Employee commences a period of long service leave, the Employee may, if the Employee and the City so agree in writing be paid for each week of that period at half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the Employee the opportunity to take double the period of leave.

6.12.7. Long service leave on double pay.

- i. Where an Employee commences a period of long service leave the Employee may, if the Employee and the City so agree in writing be paid for each week of that period at double the rate at which they would otherwise be entitled. Being paid at double the rate of pay provides the Employee with half the period of leave.

6.13. Parental Leave

6.13.1. Parental leave encompasses paid parental leave, maternity leave, paternity/partner leave and adoption leave, and is available to all full-time, part-time and eligible casual Employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.

6.13.2. The base entitlement for parental leave is up to 52 weeks unpaid leave for an eligible Employee.

6.13.3. Maternity leave (including special maternity leave) is available to an Employee giving birth to a child and who is the primary carer of the child.

6.13.4. Paternity/partner leave is available to an Employee that is the spouse of a person giving birth to a child.

6.13.5. Adoption leave is available to an Employee adopting a child.

6.13.6. An 'eligible casual Employee' means a casual Employee:

- i. who has been employed by the City on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months;
- ii. and who, but for pregnancy or the decision to adopt, would have a reasonable expectation of continuing engagement on a regular and systematic basis.

6.13.7. Variation of Parental Leave

- i. Where an employee takes leave under clause 6.13, unless otherwise agreed between the employer and the Employee, an Employee may apply to their

employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic arrangement in Clause 6.13.

6.13.8. Communication during Parental Leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change in the workplace, the employer shall take reasonable steps to:

- i. Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave: and
- ii. Provide an opportunity to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- iii. The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of the parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- iv. The Employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 6.13.7.

6.13.9. Adoption leave

- i. If an Employee, other than a casual Employee, is adopting a child and has at least 12 months continuous paid service, he or she will be entitled to the relevant number of weeks of paid adoption leave as specified in this Clause in connection with the adoption of the child if he or she is the primary care giver.

6.13.10. Transfer to a safe job

- i. 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 may, if the City deems it practicable, be transferred to a job more suited to the Employee's health and safety at that time.

6.13.11. Returning to work after a period of parental leave

- i. Where leave is granted under Clause 6.13, during the period of leave an employee may return to work at any time, as agreed between the Employee and the employer, provided that the time does not exceed four (4) weeks from the commencement date desired by the Employee.

- ii. An Employee must confirm his/her intention of returning to work by notice in writing to the City, given not less than eight (8) weeks prior to the expiration of the period of the leave.
- iii. An Employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to Clause 6.13.10, the Employee will be entitled to return to the position they held immediately before such transfer.
- iv. Where the position held immediately before no longer exists but there are alternative positions available that the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as comparable in pay to that of their former position.
- v. The City agrees to keep the Employee's position open for the authorised period of parental leave only, unless otherwise agreed.
- vi. Where there is mutual agreement between the Employee and the Line Supervisor, the Employee may return to an alternative role if available.
- vii. By agreement between the Line Supervisor and the Employee, the return to work can be on a part-time basis. Where reasonable this sub-Clause applies to any position the Employee returns to.
- viii. If such part-time work is requested by the Employee, the City may not unreasonably withhold agreement.
- ix. If only alternative positions are available, the Employee will be offered the pay and conditions that are appropriate for the alternative role. The offer may be more or less than the remuneration the Employee previously received.
- x. As a last resort, where no alternative positions are available to the Employee or the alternative position being offered is not in keeping with the Employee's aspirations, the Employee may be offered redundancy.

6.13.12. Relief Employees

- i. A relief Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.
- ii. Before the City engages a relief Employee, the City will inform that Employee in writing of the temporary nature of the employment and of the rights of the Employee who is being relieved.
- iii. The term of a relief position may be reduced or extended from what was originally agreed to as a result of the Employee's return to work date changing. This Clause will override the contract conditions.

6.13.13. Leave accrual while on parental leave

- i. Paid leave granted under this Clause shall be counted as continuous service with the City.
- ii. The eighteen (18) weeks paid maternity leave benefit shall count as service for leave accrual purposes.
- iii. All entitlements to annual leave, sick leave and long service leave will be frozen from the date of commencement of the unpaid period of maternity leave, to the date of returning from such leave.

6.13.14. Antenatal or prenatal leave

- i. In addition to maternity leave and personal leave provisions in this Agreement, a full-time Employee, who presents a medical certificate from a doctor stating she is pregnant and required to attend appointments related to her pregnancy, shall have access to paid leave of up to a total of 25 hours to attend medical appointments associated with the pregnancy. Part-time employees will be able to attend medical appointments on a pro-rata basis. This leave is in addition to any other leave entitlements.
- ii. An Employee eligible for paternity/partner leave whose partner is pregnant may, on presentation of a medical certificate verifying such pregnancy, be entitled to up to ten 10 hours paid leave per pregnancy to attend medical appointments with his or her partner. Where the leave is for one (1) or more working days, a medical certificate must be provided to cover each absence.
- iii. The City will exercise reasonable flexibility to allow Employees the ability to leave work and return on the same day when attending the routine medical appointments associated with pregnancy.
- iv. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.

6.14. Maternity Leave

- 6.14.1. The paid maternity leave entitlement is 18 weeks Paid Parental Leave at the minimum wage as per legislative entitlements.
- 6.14.2. The 18 weeks paid maternity leave forms part of the initial 52 week maternity leave entitlement. Casual employees are not entitled to paid maternity leave.
- 6.14.3. For all eligible employees who elect to receive the paid parental leave pay entitlement, the City will provide an additional payment for each week of the 18 week paid parental scheme, to an amount that will, combined with the paid parental leave payment, equate to the employees current City of Greater Geraldton pay rate.

6.14.4. A female employee, other than a casual, may have the option of extending their paid maternity leave up to 36 weeks by taking the leave on a fractional basis. For example, an employee may wish to extend her paid maternity leave up to 36 weeks by being remunerated at 50% of her normal salary.

6.14.5. A female employee other than a casual employee who has at least 12 months continuous service will be:

- i. Granted the 18 weeks paid maternity leave to be taken in connection with the birth of their baby, either before and/or after the birth; or
- ii. Be entitled to the same period of maternity leave if she has a miscarriage of her pregnancy where it has advanced to at least 20 weeks;
- iii. If she is the primary care giver, be entitled to a further period of unpaid leave but the total of her paid and unpaid leave must not exceed an initial period of 52 weeks.

6.14.6. Part-time employees are eligible for paid maternity leave on a pro-rata basis of the average weekly hours for the preceding 12 months.

6.14.7. Notice required – maternity leave

- i. An Employee must provide notice to their Line Supervisor of the expected date of commencement of maternity leave. The notice requirements are:
 - a. At least ten (10) weeks' notice of the expected date of birth (included in a certificate from a registered medical practitioner stating that the Employee or Employee's partner is pregnant); and
 - b. At least four (4) weeks' notice of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken.
- ii. 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 expected date of birth.
- iii. Unless otherwise agreed between the Line Supervisor and Employee, an Employee may commence maternity leave at any time within the six (6) weeks immediately prior to the expected date of birth.

6.14.8. Fitness for Work Statement

- i. Where a pregnant Employee continues to work within six (6) weeks of the expected date of birth, the Line Supervisor may require the Employee to provide a medical certificate statement containing the following information:

- a. Whether the employee is fit to work
- b. If the employee is fit to work, a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:
 - i. Illness, or risks arising out of the employee's pregnancy;
or
 - ii. Hazards connected with the position
- ii. In the situation outlined in Clauses 6.14.8 i.a. and b.ii, the City will attempt to provide an alternative position for the Employee. If the City is unable to provide a suitable position, the Employee will be offered to be on leave whilst on full pay.
- iii. If an Employee fails to produce a fitness for work statement within seven (7) days of the request being made in writing, the Employee will be required to commence their 52 week maternity leave period.

6.14.9. Special maternity leave

- i. A female Employee, other than a casual Employee, who has at least 12 months continuous service will be eligible to the following:
 - a. Where the pregnancy of an Employee terminates after 28 weeks (other than the birth of a living child), and the Employee has not commenced maternity leave, the Employee may take paid special maternity leave for the period certified as necessary by a medical practitioner.
 - b. Where an Employee who has given birth, or whose pregnancy has terminated as per sub-Clause 6.14.9.i.a, is suffering from an illness not related to the direct consequences of the birth or termination as per sub-Clause 6.14.9.i.a, the Employee may be entitled to paid personal leave.
 - c. Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal 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.
 - d. The aggregate of paid personal leave, special maternity leave and parental leave may not exceed 52 weeks.

6.15. Paternity / Partner Leave

- 6.15.1. An Employee, other than a casual Employee, who has at least 12 months continuous paid service will:

- i. Be entitled to two (2) weeks paid paternity leave at the minimum wage as per legislative entitlements. The City will provide additional funds equating to the employees current City of Greater Geraldton payrate.
- ii. If he or she is the primary care giver, be entitled to a further 51 weeks of unpaid paternity/partner leave;
- iii. Be entitled to two (2) week's paid paternity / partner leave if the mother of the child has a miscarriage of her pregnancy where it has advanced to at least 20 weeks;
- iv. Be entitled to two (2) week's paid paternity/partner leave if the pregnancy terminates after 28 weeks (other than the birth of a livingchild);

6.15.2. The provisions of Clause 6.15 apply to full-time, part time, and eligible casual employees, but do not apply to other casual employees

6.15.3. An eligible casual employee means a casual employee:

- a. Employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- b. Who has, but for the pregnancy or decision to adopt, a reasonable expectation of ongoing employment.

6.15.4. For the purposes of this clause "continuous service" is considered to be work undertaken for an employer on a regular and systematic basis (including any period of authorized leave or absence)

6.15.5. An employer must not fail to re-engage a casual employee because:

- i. The employee or employee's spouse is pregnant or
- ii. The employee is or has been immediately absent on parental leave.

6.15.6. Notice required – paternity/partner leave

- i. An Employee will provide their Line Supervisor at least ten (10) weeks prior to each proposed period of paternity/partner leave, with:
 - a. A certificate from a registered medical practitioner which names his/her spouse/partner, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
 - b. Written notification of the dates on which he/she proposes to start and finish the period of paternity/partner leave.

- ii. The Employee will not be in breach of Clause 6.15.6.i.a if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

6.16. Leave of Absence

- 6.16.1. Subject to City approval, an Employee, other than a casual, with more than one year of continuous service, may take a period of authorised unpaid leave of absence of one (1) week's duration or more, and such absence will not break the continuity of employment for the Employee concerned provided that:
 - i. All outstanding paid leave entitlements (including eligible pro rata long service leave) the Employee is eligible to apply for are taken prior to the period of absence;
 - ii. The maximum period of absence on any one occasion does not exceed 12 months, including any paid leave taken in conjunction with unpaid leave of absence;
 - iii. A leave of absence application is made by an Employee at least six (6) months prior to the proposed commencement date of the first (1st) day of leave of absence as the case may be; and
 - iv. An Employee may only take one (1) authorised period of unpaid leave of absence every subsequent two (2) years of service (not including the period of unpaid leave).
- 6.16.2. If the Employee wishes to extend the leave of absence beyond the authorised period of leave of absence, the City will not be obliged to continue to keep the Employee's position open.
- 6.16.3. Any or all of the provisions in Clause 6.16.1 may be waived by agreement between the City and the Employee.
- 6.16.4. All entitlements to annual leave, sick leave and long service leave will be frozen from the date of commencement of such unpaid leave of absence, to the date of returning from such leave.
- 6.16.5. An Employee will be entitled to the position that they held immediately before proceeding on leave of absence.
- 6.16.6. Where the position held immediately before no longer exists but there are alternative positions available that the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as comparable in pay to that of their former position.
- 6.16.7. The City agrees to keep the Employee's position open for the authorised period of leave of absence only, unless otherwise agreed.

- 6.16.8. Where there is mutual agreement between the Employee and the Line Supervisor, the Employee may return in an alternative role if available.
- 6.16.9. If only alternative positions are available the Employee will be offered the pay and conditions that are appropriate for the alternative role. The offer may be more or less than the remuneration the Employee previously received.
- 6.16.10. As a last resort, where no alternative positions are available to the Employee or the alternative position being offered is not in keeping with the Employee's aspirations, the Employee may be offered redundancy.

6.17. Cultural Leave

- 6.17.1. The City recognises all cultures within the workforce.
- 6.17.2. The City may allow Employees to take approved leave to attend a recognised cultural national day of celebration relating to their cultures.
- 6.17.3. The form of approved leave may be Time in Lieu or any other accrued leave in accordance with the annual leave provisions.
- 6.17.4. All cultural leave will be mutually agreed in advance between the Employee and respective Line Supervisor.

6.18. Community Service Leave

- 6.18.1. All forms of community service leave listed below will be paid (where applicable) at the Employee's current ordinary/base rate of pay.
- 6.18.2. Jury duty
- i. An Employee, other than a casual, who is required to attend for jury service or at any other statutory tribunal shall advise the City of that requirement immediately upon receiving advice or notice. The City shall be advised of the date, location where attendance is required and the anticipated duration of the absence.
 - ii. An Employee who provides the City with the details set out in the previous paragraph shall be entitled to payment at the ordinary rate of pay for the period of the absence so long as any fee for attendance of any type (however described) received for the attendance is paid to the City.
- 6.18.3. Blood donor leave

- i. An Employee, other than a casual, shall be entitled up to a maximum of two (1) hours paid leave on any one occasion for the purpose of donating blood. A maximum of four (4) separate absences per calendar year may be allowed.
- ii. Employees should attempt to organise the donation of blood during non- working hours.
- iii. Absences shall be arranged by mutual agreement between the Employee and the City.
- iv. Proof of such attendance shall be required to be produced, upon request by the City.

6.18.4. Emergency services leave

- i. An Employee, other than a casual, involved in recognised voluntary services such as SES and firefighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.
- ii. It shall be the responsibility of the Employee to keep the Line Supervisor informed about the time off required to attend to emergency duties and any impact this absence may have in relation to the Employee's normal duties.
- iii. To receive payment, an Employee shall provide the City proof of attendance to the emergency situation.
- iv. Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed.
- v. Ideally, paid time off for attendance to emergencies that are not local shall be a limited to a maximum of two (2) days per annum, but may be increased, and depending on the nature of the emergency (e.g. major bush fire) subject to the City's approval.

6.19. Exceptional Circumstances Leave (Unpaid Leave)

- 6.19.1. The City has established this additional process to give Employees stability and security during times of personal or family illness or another exceptional circumstance.
- 6.19.2. Exceptional circumstances leave is unpaid leave that can be applied for when staff have exhausted their leave entitlements and still require to be absent from work.
- 6.19.3. Each application for leave will be assessed by the Line Supervisor, and, as a general rule, initial applications for leave without pay will not exceed 12 months.

- 6.19.4. Exceptional circumstances leave is granted at the discretion of the Line Supervisor who will assess the application based upon the circumstances of the applicant as well as the operational needs of the organisation.
- 6.19.5. The circumstances in which the Line Supervisor may grant exceptional circumstances leave include but are not limited to:
- i. Australian Defence Reservesservice
 - ii. To deal with an emergency or disaster.
 - iii. Extended illness or incapacity to work.
 - iv. Accompanying a partner to a serious/urgent personal obligation.
- 6.19.6. Applications for exceptional circumstances leave should be made in writing and include how long it is anticipated that leave may be required and why leave is required.

6.20. Public Holidays

- 6.20.1. Full-time and part-time Employees will be entitled to, without loss of pay for ordinary hours, the holidays of New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day; and Western Australia Day.
- 6.20.2. Where any of the days mentioned in 6.20.1 fall on a Saturday or Sunday, the holiday shall, in lieu, be observed on the following Monday. When Boxing Day falls on a Sunday or Monday the public holiday shall be observed, in lieu, on the following Tuesday. In these circumstances any penalty rates provided for working on a Public Holiday shall only apply to the day in lieu.
- 6.20.3. By agreement between the City and the Employee, if an employee works the public holiday then the Employee may take equivalent time off in ordinary hours (time in lieu) equivalent to the time worked at a mutually convenient time.
- 6.20.4. In determining whether a request, or a refusal, to work on a public holiday is reasonable, the following must be considered:
- i. The nature of the Employees workplace or enterprise (including its operational requirements) and the nature of the work performed by the Employee;
 - ii. The Employee's personal circumstances including family responsibilities;
 - iii. Whether the Employee could reasonably expect that the employer might request work on a public holiday;

- iv. Whether the Employee is entitled to receive compensation for or a level of remuneration that reflects an expectation of work on the public holiday;
- v. The type of employment of the Employee (for example whether full- time, part-time or casual);
- vi. The amount of notice in advance of the public holiday given by the employer when making the request will not be less than 7 days prior to each public holiday;
- vii. In relation to a refusal or a request – the amount of notice in advance of the public holiday given by the Employee when refusing the request;
- viii. Any other relevant matter.

6.20.5. By mutual agreement, the City and an Employee may substitute another recognised cultural day in lieu of any of the prescribed public holidays as outlined in Clause 6.20.1. For example, the National Aboriginal and Islander Day of Celebration, may be taken as a holiday in lieu of the specified holidays referred to in this provision.

6.20.6. If an Employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part day i.e. if the Employee does not have ordinary hours of work on the public holiday, the Employee is not entitled to payment under this Clause. For example, the Employee is not entitled to payment if the Employee is a casual Employee who is not rostered on for the public holiday, nor is a part-time Employee whose part- time hours do not include the day of the week on which the public holiday occurs.

6.20.7. When a public holiday occurs on a day on which an Employee is rostered off while employed on a seven day a week rotating roster system, the Employee will be paid at a day's ordinary rates in addition to the ordinary weeks' pay. The employer may instead of making such additional payments grant a day's leave for each such public holiday which may be taken at such a time as is mutually agreed between the employer and the Employee.

6.20.8. When a holiday mentioned in 6.20.1, 6.20.2 or 6.20.3 falls on an Employee's rostered day off, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the City.

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

6.20.10. Casual Employees are excluded from this Clause. Please see Appendix 9 for casual provisions.

6.21. Christmas Close Down Period

- 6.21.1. A Christmas close down period between Boxing Day and New Year's Day may be required for the majority of Employees. The CEO will confirm the close down days as early as possible during the same calendar year.
- 6.21.2. Employees who have accrued annual leave may take additional days as agreed in accordance with the Agreement.
- 6.21.3. Where it is necessary to maintain an essential service over this period, the Employees, in mutual agreement with the respective Line Supervisor, shall coordinate those who will work and those who are to be on approved leave. The CEO will determine the services that are to be maintained.
- 6.21.4. Where Employees form part of the skeleton workforce required to perform duties during the Christmas close down period, they may be given first option to have leave/time off at the same period in the next year.
- 6.21.5. Where the City shuts down all or any part of the business, the Employee shall be required to take accrued leave. If the Employee does not have any leave accrued, the Employee may be required to take leave without pay.

6.22. Family Violence Leave

- 6.22.1. The employer recognises that employees may sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the City of Greater Geraldton is committed to providing support to staff that experience family violence.
- 6.22.2. An employee experiencing family violence will have access to up to five (5) days per year (non-accumulative) of paid special leave for medical appointments, legal proceedings and other activities related to their family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval.
- 6.22.3. An employee who supports a member of their immediate family or household experiencing family violence may take carer's leave to accompany them to court, to hospital, or to provide care for children.
- 6.22.4. Employees will provide notice of the need for the leave as soon as possible after becoming aware of the need for leave and will provide evidence to substantiate the need for the leave. The evidence required is evidence that would satisfy a reasonable person,

that the leave is for the purpose for which it is being taken, specific examples include a court order, a police report, a hospital incident report or incident report form a social and community service organisation registered with the Women's Council Domestic and family Violence Services.

7. Section Seven – Remuneration and Classification

7.1. Classification Structure

- 7.1.1. The Position Classification schedule of the City of Greater Geraldton is in accordance with Appendix 10 in this Agreement.
- 7.1.2. The Pay Classification and Increase Schedule outlined in Appendix 11 provides equity and opportunity for career development.
- 7.1.3. When determining the appropriate position classification and associated pay rate, the Position Classification Schedule in Appendix 10 will be used to determine the ‘best fit’ classification outcome. The appropriate position classification based on responsibility and competency is determined first (1st), then pay rate second (2nd).

7.2. Salary

- 7.2.1. In accordance with Appendix 11 between the City and its Employees, the Council agrees to increase the salary rates as follows:
 - i. Upon lodgement of the Agreement an increase of 1.5% shall be applied to all rates and back dated to the pay period commencing 1 July 2021.
 - ii. An increase of 1.5% shall be applied to all rates as from the first (1st) pay period commencing 1 July 2022, representing the first (1st) anniversary of the Agreement.
- 7.2.2. The increases referred to in Clause 7.2.1 are not applicable to those Employees remunerated above the hourly rate Level 10 Step 4 and/or those on negotiated salaries.
- 7.2.3. Subsequent minimum wage adjustments to the federal minimum wage handed down by the Fair Work Commission or any other body with the authority to adjust the federal minimum wage will be passed on to all Employees who fall below the minimum wage.
- 7.2.4. Schedule of salaries
 - i. Employee salaries shall be based on the annual minimums, set out in Appendix 11 and paid on a fortnightly basis into a nominated bank account.

7.3. Incremental Progression

- 7.3.1. At the conclusion of each performance review cycle (annual cycle concluding 30 June), Employees shall receive an incremental progression if:
 - i. The Employee has performed satisfactorily over the preceding review cycle; and

- ii. The Employee has acquired new or enhanced skills that are required by the City;
or
- iii. Successful completion of their probationary period prior to commencement of their performance review

7.3.2. Movement to a higher level or classification beyond the level stated in the Position Description may only occur by way of promotion or reclassification.

7.3.3. Salary reviews shall be conducted as per the Performance Review Procedure, and are not linked to an Employee's anniversary date.

7.4. Traineeships

7.4.1. Trainees aged 16 years and under shall be paid at the rate of Level 1 Step 1.

7.4.2. Trainees aged 17 years and under 18 years shall be paid at the rate of Level 1 Step 2.

7.4.3. Trainees aged 18 years and under 19 years shall be paid at the rate of Level 1 Step 3.

7.4.4. Trainees aged 19 years and under 20 years shall be paid at the rate of Level 1 Step 4.

7.4.5. Trainees aged 20 years and under 21 years shall be paid at the rate of Level 1 Step 5.

7.4.6. Trainees aged 21 years and over shall be paid at a rate of Level 1 Step 6.

7.4.7. See Appendix 11 for the relevant pay rates.

7.5. Apprenticeships

7.5.1. First (1st) year apprentices shall be paid at a rate of 55% of the Level 1 Step 6 wage.

7.5.2. Second (2nd) year apprentices shall be paid at a rate of 75% of the Level 1 Step 6 wage.

7.5.3. Third (3rd) year apprentices shall be paid at a rate of 88% of the Level 1 Step 6 wage.

7.5.4. Fourth (4th) year apprentices shall be paid at a rate of 95% of the Level 1 Step 6 wage.

7.6. Supported Wage Schemes

7.6.1. Any supported wages will be paid in accordance with the Fair Work Commission.

7.7. Negotiated Salaries

- 7.7.1. Negotiated salaries for nominated positions shall be negotiated between the Employee concerned and the City. Such negotiations shall take into account the following:
- i. The relative responsibility of the position
 - ii. Effective job performance
 - iii. The work value of the position
 - iv. Current market conditions
 - v. Knowledge, skills, experience and qualification requirements

7.8. Salary Sacrifice / Packaging

- 7.8.1. It is agreed that 'salary sacrifice' will be made available to Employees contributing to a nominated, complying superannuation plan or fund.
- 7.8.2. The City will make available to Employees covered by this Agreement, the opportunity to participate in a 'salary packaging' scheme. The City will engage the services of a reputable contractor for the purpose of implementing and administering such a scheme.
- 7.8.3. The Employee shall be responsible for the reimbursement of any associated Fringe Benefit Tax (FBT) incurred by the City.

8. Section Eight – Termination of Employment

8.1 Termination of Employment

8.1.1. For the purpose of this clause, continuous service means service at the Shire of Mullewa, Shire of Greenough, City of Geraldton, City of Geraldton-Greenough as well as the City of Greater Geraldton.

8.1.2. An Employee's employment may be terminated:

- i. by an Employee resigning and giving the City notice prescribed by the table below, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned; or
- ii. if an Employee is over 45 years of age and has been employed by the City for more than two (2) years at the time of termination, the City must provide the Employee with a further one (1) weeks' notice in addition to the period specified in Table 1; or.

Employees period of continuous service with the City	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- iii. in the case of new Employees during the probationary and/or qualifying period by either party giving one (1) weeks' notice; or
- iv. in the case of casual Employees, by either party giving two (2) hours' notice; or
- v. with notice or payment in lieu of notice prescribed by Table 1 above in any other circumstance when the City gives the Employee notice.

8.2. Termination by the City Without Notice

8.2.1. Nothing in this clause affects the City's right to dismiss an Employee without notice for serious misconduct, in which case the Employee is only entitled to be paid for the time worked up to the time of dismissal.

8.3. Stand Downs

8.3.1. In the unforeseen circumstances of the City needing to temporarily shut down certain

operations or services, the City may stand down an affected Employee, or a group of affected Employees.

8.3.2. Examples of situations that may require the City to shut down operations are:

- i. A strike;
- ii. A breakdown of machinery;
- iii. A stoppage of work for any cause for which the City cannot be reasonably held responsible for.

8.3.3. In the instance of the City needing to cease operations due to the above situations, the City shall attempt to find alternative duties for the Employee(s) affected before deciding to stand down Employees.

8.3.4. If suitable alternative duties cannot be accommodated, then the City may stand down an Employee.

8.3.5. The City may deduct or withhold payment from the Employee for any part of such day.

8.3.6. Employees who are affected by a City shut down may be required to take accrued annual leave to cover the period they cannot work.

8.3.7. A stand down does not break the Employees continuity of employment for the purposes of any entitlements.

8.3.8. Employees who do not have accrued leave will be stood down without pay.

8.4. Notification of Temporary Absence

8.4.1. It is a condition of employment that Employees notify the City as soon as reasonably practical, of any temporary absence from their workplace, as per the City's personal leave procedure. Failure to notify the City after being absent for more than 72 hours without reasonable excuse may entitle the City to regard the Employee's actions as having terminated their contract of employment.

8.5. Reliance on Qualifications

8.5.1. Employees acknowledge that, in being appointed to a position, the City has relied on the qualifications and experience set out in the Employees application for employment and related documents. Employees hereby warrant the correctness of all information contained in such documentation and acknowledge that a false or misleading material particular may be grounds for termination of their employment by the City.

8.6. Temporary Employee

- 8.6.1. If an Employee is employed for a specific-term or task as stated in the contract of employment, employment shall automatically cease upon the expiration of the term specified or season, or otherwise in accordance with the terms in the contract of employment.

8.7. Failing to Give Required Notice

- 8.7.1. If an Employee fails to give the required notice or fails to work out the required notice period, the City may deduct one weeks wages from monies owing to the Employee upon termination.

8.8. Set Off

- 8.8.1. Upon termination of the employment, the City may set off any amounts owed by the Employee to the City against any amounts which the City owes the Employee at the date of termination which remain outstanding except for amounts the City is not entitled by law to set off.

8.9. Incapacity

- 8.9.1. If at any time incapacity due to illness, accident or other cause renders an Employee unable to perform their position then employment may be terminated due to incapacity by either party on the giving of appropriate written notice.

8.10. Return of Property

- 8.10.1. Upon termination, an Employee where practical, shall immediately return all property to the City.
- 8.10.2. Upon termination, an Employee shall return to the City any of its property, including intellectual property and passwords within their control or possession immediately following the date of termination.

8.11. Confidentiality

- 8.11.1. During the course of employment, Employees may have access to confidential information concerning the City or it's business affairs. Under no circumstances (during or after the course of employment) is any use to be made of this information except:
- i. for purposes directly related to furthering the business objectives of the City;
 - ii. to divulge information where it is necessary or required in connection with the

proper performance of duties;

- iii. in accordance with the Employee's contract of employment; and
- iv. if required by law.

8.11.2. Employees will make all reasonable efforts to keep confidential information confidential.

8.11.3. Employees will advise the City as soon as possible if it is known or suspected that an Employee has released confidential information.

8.12. Ownership of Products, Copyright and Intellectual Property

8.12.1. Subject to the Copyright Act 1968 (Cth) any original work, process, design or other material produced by the Employee in the course of employment remains the property of the City. This includes copyright in any material such as computer programs.

8.12.2. Whether or not copyright exists, the personal ownership of all materials created for the purpose of, or in the course of your employment, rests in the City and should not be used other than for the purposes of the City's business.

8.12.3. All 'intellectual property' will be the exclusive property of the City.

8.12.4. Employees will, during the term of employment, maintain dated, legible records of all work performed in the study, assessment or development of the intellectual property created by an Employee. Employees acknowledge that all such records are property of the City.

8.12.5. Upon request by the City, Employees must immediately surrender and deliver up to the City all passwords necessary to access the records where the records are in electronic form and all documentation necessary to understand software source code including, without limitation:

- i. the names and versions of development tools;
- ii. documentation describing the procedures for building/compiling, executing/using the software (including but not limited to technical notes and user guides);
- iii. hard copy directory listings of the contents of any media containing the software;
- iv. a list of retrieval commands; and
- v. archive hardware and operating system details.

8.12.6. All electronic records such as email and internet usage records are and will remain the property of the City.

9. Section Nine – Organisational Change

9.1. Employment Security

- 9.1.1. The City is committed to providing a secure place of employment for each Employee. However, the parties to this Agreement recognise that changing work practices or service requirements may result in changes that could lead to part or all of a position changing.

9.2. Redeployment, Retraining and Redundancy

- 9.2.1. The City will ensure that where redundancy or any other significant change to working conditions is applied Employees will be entitled to reasonable notice, consultation and the provision of options.
- 9.2.2. As soon as reasonable, the Manager, Director or CEO may discuss the implications with the Employee(s) that a particular job will be affected and part or all of the position is no longer required by the organisation. Appropriate options may then be investigated.
- 9.2.3. Consultation with the Employee(s) will be ongoing throughout the process.
- 9.2.4. The Employee(s) is entitled to be represented at any stage throughout the process. An interpreter or cultural support shall be made available if required.
- 9.2.5. Every effort may be made to come to a mutually agreed arrangement.

9.3. Redeployment and Retraining

- 9.3.1. Where an Employee's current position is deemed redundant, the City will make all reasonable efforts to redeploy and retrain the Employee into a suitable role within the organisation.
- 9.3.2. Where an Employee is offered to be redeployed to lower paid duties, the Employee would be entitled to the choice of:
- i. accepting a redundancy with the same period of notice as if the Employee was terminated; or
 - ii. accepting that the City, may at the CEO's option, make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing; or
 - iii. accepting the lower duties and receive the former pay rate for a period of 12 months, after which, the Employee will revert to the lower pay classification associated to the new position.

9.4. Redundancy Provisions

- 9.4.1. Redundancy exists when the City makes a decision that a specific job is no longer required and all redeployment and retraining options have been exhausted.
- 9.4.2. During the period of notice of termination given by the City, an Employee will be allowed up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 9.4.3. Should the options listed in Clause 9.3.2 be exhausted, the Employee shall receive severance payment as per below table, up to a maximum of 52 weeks:

Redundancy Schedule	
Period of continuous service	Severance Pay
<i>Less than 1 year</i>	<i>Nil</i>
<i>1 year and less than 2 years</i>	<i>4 weeks' pay</i>
<i>2 years and less than 3 years</i>	<i>6 weeks' pay</i>
<i>3 years and less than 4 years</i>	<i>9 weeks' pay</i>
<i>4 years and less than 5 years</i>	<i>12 weeks' pay</i>
<i>5 years and less than 6 years</i>	<i>15 weeks' pay</i>
<i>6 years and less than 7 years</i>	<i>18 weeks' pay</i>
<i>7 years and less than 8 years</i>	<i>21 weeks' pay</i>
<i>8 years and less than 9 years</i>	<i>24 weeks' pay</i>
<i>9 years and less than 10 years</i>	<i>27 weeks' pay</i>
<i>10 years and less than 11 years</i>	<i>30 weeks' pay</i>
<i>11 years and less than 12 years</i>	<i>33 weeks' pay</i>
<i>12 years and less than 13 years</i>	<i>36 weeks' pay</i>
<i>13 years and less than 14 years</i>	<i>39 weeks' pay</i>
<i>14 years and less than 15 years</i>	<i>42 weeks' pay</i>
<i>15 years and less than 16 years</i>	<i>45 weeks' pay</i>
<i>16 years and less than 17 years</i>	<i>48 weeks' pay</i>
<i>17 years and less than 18 years</i>	<i>51 weeks' pay</i>
<i>18 years and over</i>	<i>52 weeks' pay</i>

9.5. Consultation

- 9.5.1 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.
- (12) 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.
- (13) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

10. Section Ten – Performance Management

10.1. Performance Review

- 10.1.1. All eligible Employee's will have an annual performance review.
- 10.1.2. The intention of the performance review, without limiting the scope, is to:
- i. Provide some dedicated time for the Supervisor and Employee to reflect on the past years achievements and challenges and to talk about the Employee's needs for the next performance year.
 - ii. Obtain feedback from the Employee on their satisfaction with the role and the organisation plus resolve any outstanding issues.
 - iii. Ensure the Employee's position description is up to date and they are clear on what work outcomes, results or tasks are expected of them in the next performance year.
 - iv. Provide a formal opportunity for the Employee to provide feedback to the Supervisor on the Supervisor's performance.
 - v. Ensure Employees are clear on what is expected of them in terms of organisational behaviour.
 - vi. Identify what additional knowledge, skills, experience or qualifications the Employee requires to reach or maintain full competency in their role (captured in Individual Development Plan).
 - vii. To provide the Employee with feedback on their overall performance.
- 10.1.3. In cases where the review meeting(s) are delayed, the effective date for any remuneration adjustments shall not be affected.
- 10.1.4. The annual performance review is not undertaken in isolation and the City expects Supervisors or Managers to hold further performance review conversations (not related to remuneration) throughout the year.

10.2. Performance Improvement

- 10.2.1. The City's Performance Improvement Process has been developed to ensure below standard performance (behaviour and/or productivity) within the workplace is addressed promptly and fairly.
- 10.2.2. It is the responsibility of Supervisors to apply this process where an Employee's performance is not in line with expected City values, behaviour or productivity.

- 10.2.3. Each Employee of the City is responsible for improving their own performance to the standards expected where performance related issues are evident.
- 10.2.4. The Performance Improvement Process is designed to maintain the principles of procedural fairness, in particular ensuring the Employee has the chance to explain their performance and respond to allegations.

11. Section Eleven – Superannuation

11.1. Superannuation

- 11.1.1. Superannuation shall be paid in accordance with the Superannuation Guarantee (SG) (Administration) Act 1992.
- 11.1.2. The City shall contribute monthly to the Employees elected fund on behalf of each eligible Employee the amount required by the Superannuation Guarantee (Administration) Act 1992.
- 11.1.3. An eligible Employee is one who is defined in accordance with the Superannuation Guarantee (Administration) Act 1992.
- 11.1.4. For the purposes of this Agreement and the governing Act, an Employees notional earnings base shall be their hourly rate of pay for the first (1st) 38 hours worked in any week and may not include payment for additional hours of work.
- 11.1.5. The default superannuation fund will be a member of Industry Super Funds. The default fund will be a fund that offers a MySuper product. If the default fund ceases to offer a MySuper product the default fund will change to an industry super fund that offers a MySuper product.

11.2. Salary Sacrifice

- 11.2.1. Employees may elect to salary sacrifice a contributory part of their salary to their super fund. The City of Greater Geraldton will make the payment to the fund on receipt of written instruction from the Employee.

11.3. Matching Contributions

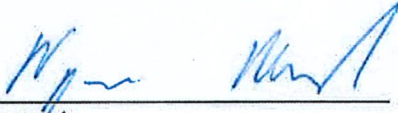
- 11.3.1. The City will pay the following extra percentages of the Employee's income to the Employee's choice of registered superannuation fund account, on receipt of written instruction from the Employee.

Employee voluntary contribution	Council co-contribution
2.5%	3%
5%	6%
6%	7%
7.5%	9%

12. Section Twelve – Signatories

EXECUTED by the parties

Signed by Australian Services Union:



Wayne Wood
Branch Secretary

102 EAST PARADE EAST PERTH

Address (please print):

13/7/21

Date of Signature

Signed by City of Greater Geraldton
(Pursuant to section 9.49A and 9.49B of the
Local Government Act 1995):



Ross McKim
Chief Executive Officer

63 CATHEDRAL AVE GERALDTON

Address (please print):

13 JULY 2021

Date of Signature

In the presence of

ROBERT KNOX
Witness (please print name)

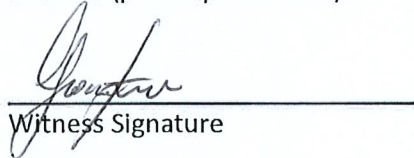


Witness Signature

13/07/2021
Date of Signature

In the presence of

JOANNE STEVENS
Witness (please print name)



Witness Signature

13 JULY 2021
Date of Signature

1 Appendix 1 – Organisational Values and Behaviours

In consultation with Employees, the City has developed a set of organisational values and behaviours that underpin the City's Code of Conduct. The City expects all new and existing Employees to uphold these values at all times.

Service

- We will make our customers the focus of everything we do.
- Our service will be fair, flexible, innovative and reliable.
- We will show genuine concern for our customers.

Trust

- We will make trust the foundation of all relationships.
- We will rely and depend on each other.
- Our communications will be open and genuine.

Accountability

- We will honour our commitments.
- We will take responsibility for our own actions.
- We won't blame others.
- We will hold each other accountable for our actions and behaviours

Respect

- We will treat others like we would like to be treated.
- We will listen before we talk.
- We will seek and value the contributions of others.

Solidarity

- We will be united in our decisions.
- We will be united in our actions.
- Our strength will come from interdependence.

Please note: The City's Organisational Values may be amended from time to time to reflect the changing values of the organisation, Employees and the community.

2 Appendix 2 – Airport Operations Officers

1. General

- 1.1. The provisions of this Appendix shall be agreed to be implemented by Employees to ensure continuity of Airport operations, programmed work maintenance and construction activities.
- 1.2. Employees can negotiate flexible working hours with their Line Supervisor on the provision that service delivery is not negatively impacted and the City does not incur additional costs.
- 1.3. Eligible Employees within the Airport Operations team will be eligible for the industrial allowance and dead animal allowance.

2. Application

- 2.1. This Appendix applies to all full-time and part-time, Airport Operations team members.
- 2.2. Casual Employees are excluded from this Appendix. Please see Appendix 9 for casual provisions.

3. Spread of Hours

- 3.1. The ordinary spread of hours for Airport Operations team members is between 5.00am and 10.00pm, Monday to Friday (inclusive).
- 3.2. Generally, work times shall be determined to meet with project timeframes, improve work safety and efficiency and to allow work to coincide with Regulated Public Transport (RPT) flight arrival and departure times.
- 3.3. Due to RPT operator schedule fluctuations, start times may be varied for productivity benefits within the spread of ordinary hours by Line Supervisors subject to providing one (1) weeks' notice of any start time and work hour changes.
- 3.4. Airport Operations Officers working on a rotating roster with varying start and finish times as part of their ordinary hours shall receive a 15% loading on all ordinary hours worked prior to 7.00am and after 4.00pm Monday to Friday.
- 3.5. When required, the Line Supervisor will negotiate with the Airport Operations Officers regarding works to be carried out during the night, on weekends and public holidays.

4. Rosters and Time in Lieu

- 4.1. Airport Operations team members will be eligible to work a nine (9) day fortnight.

- 4.2. Where Employees are involved in supplying essential services, which happens to coincide with their scheduled RDO, they shall by mutual agreement with their Line Supervisor take an alternative day as their RDO preferably within the work cycle.
- 4.3. The RDO shall be taken where practical at the allotted or agreed time within the fortnightly work cycle in line with the guidelines set in clause 3.4 in this Agreement.
- 4.4. In situations where essential works require continuation of works for the cost effective completion of a project the relevant Line Supervisor shall provide at least three (3) working days advance notice to Employees of the need to amend the affected Employees scheduled RDO.
- 4.5. Where work activity requires a modified work schedule to meet with project programming or operational requirements, Employees agree to meet with work rosters outside of the normal Monday to Friday work routine.
- 4.6. In such circumstances (outlined in sub-Clause above) Employees shall be provided with at least one (1) weeks' notice of the work activity and will be remunerated at ordinary rates. In a situation where the hours incurred are more than 76 hours per fortnight or more than the rostered day, Employees will be eligible for overtime payments as per Clause 3.3. (Overtime/Time in Lieu) in this Agreement. The provisions of Clause 3.5 in this Agreement (Penalty rates) will also apply in this instance.

5. Locations

- 5.1. Airport Operations Officers may be directed to work at any airport belonging to the City of Greater Geraldton.
- 5.2. While working at an airport other than the Geraldton Airport, Operations Officers will negotiate with the Line Supervisor regarding travel arrangements.
- 5.3. While working at an airport other than the Geraldton Airport, Officers will be eligible for meal allowances as per Clause 3.6.3 of this Agreement.

3 Appendix 3 – Aquarena Employees

1. General

- 1.1. Aquarena Employees will have access to all provisions of this Agreement, unless specifically excluded.

2. Application

- 2.1. This Appendix applies to the following positions:
 - i. Coordinator Sport & Leisure
 - ii. Duty Supervisor
 - iii. Sport and Leisure Attendant
 - iv. Aquatic Sport & Leisure Officer
- 2.2. Casual Employees are excluded from this Appendix. Please see Appendix 9 for casual provisions.

3. Spread of Hours

- 3.1. The above Employees will be required to work a roster across the spread of hours from 4.30 am to 9.00pm Monday to Sunday (inclusive).
- 3.2. In line with operational requirements, Employees will agree to work over the Christmas closure period.

4. Meal Breaks

- 4.1. A minimum of 30 minutes and maximum of one (1) hour will be allowed for a meal break.
- 4.2. A meal break of at least 30 minutes must be taken at a minimum of every five (5) hours.

5. Rosters

- 5.1. Employees will be rostered to receive six (6) days off out of every 21 days.
- 5.2. All Rosters will be on a 3 week roster cycle.
- 5.3. Shifts may be a minimum of three (3) hours and a maximum of ten (10) hours.

6. Loading

- 6.1. While working on a roster that includes working one (1) weekend shift, per cycle, Employee will receive a 15% loading.
- 6.2. A weekend shift means a Saturday and Sunday of the same weekend
- 6.3. This loading is in lieu of any weekend penalty rates payable under this Agreement. An Employee who is not rostered to work one weekend shift, per three (3) week cycle will not receive the 15% loading for that three (3) week roster cycle.
- 6.4. The shift loading will be paid on all types of paid leave except for long service leave, which will be paid at the officer's base rate of pay (excluding the 15% shift loading).
- 6.5. Members of the Aquarena team who work a seven (7) day a week roster, and as such are classified as shift workers by the Fair Work Act 2009, will be eligible to receive one (1) week's additional annual leave per annum, to be accumulated fortnightly in arrears. Employees must work one (1) weekend out of three (3) to be eligible to accrue the additional annual leave.
- 6.6. Any additional weekend roster over the three (3) week cycle requirement that an employee is required to work, will be remunerated as per the City's penalty rate levels.

7. Overtime

- 7.1. Overtime payments will be calculated at the Employee's ordinary base rate of pay and will be calculated on a daily basis.
- 7.2. For the purposes of this Appendix, Overtime will be classed as:
 - i. Any hours worked over the ordinary 76 hours per fortnight by full-time Employees.
 - ii. Any hours worked over the ordinary contracted hours for part-time Employees.
 - iii. Hours worked in excess of the agreed scheduled rostered hours per day.
 - iv. Hours worked outside of the normal spread of hours.
- 7.3. Unless mutually agreed otherwise, part-time Employees will have the option to receive overtime for hours worked over their contracted hours.
- 7.4. The following are exempt from receiving overtime:
 - i. Employees remunerated at Level 8 and above
- 7.5. Public holidays

- i. Notwithstanding the provisions of Clause 6.20 Public Holidays, the public holidays for Employees under this Appendix shall be observed on the day they actually fall rather than the day in lieu provided for in sub-Clause 6.20.2 For example if Christmas Day falls on a Saturday the Saturday shall be deemed the public holiday and not the Monday.
- ii. Employees may be rostered a normal roster on a public holiday. In the event that this occurs the Employee will be paid a penalty rate at double time and a half rate of the ordinary base rate of pay.

8. Swapping Rosters

- 8.1. Subject to the prior approval of the Line Supervisor, the designated Aquarena Employees may be allowed to exchange rosters or days off with other Employees.

4 Appendix 4 – Library, Gallery and Visitor Centre Employees

1. General

- 1.1. All other general terms of the Agreement will apply to Library, Gallery and Visitor Centre Employees unless specifically excluded.

2. Application

- 2.1. This Appendix applies to all full-time and part-time employees located at the Geraldton Regional Library, Geraldton Regional Art Gallery (GRAG) and Geraldton Visitor Centre
- 2.2. Casual Employees will be excluded from this Appendix. Please see Appendix 9 for casual provisions.

3. Spread of Hours

- 3.1. Library, GRAG and Visitor Centre Employees may be rostered so that the total of ordinary and non-ordinary hours of duty will not exceed 76 hours per fortnightly work cycle and within a spread of 12 hours in any one (1) day.
- 3.2. Ordinary hours may be worked Monday to Friday between 7.00am and 6.00pm with an unpaid meal break not exceeding one (1) hours duration.
- 3.3. Non-ordinary hours of duty may be worked Monday to Friday between 6.00pm and 10.00pm and on Saturdays between 7.00am and 11.00pm and Sunday between 8.00am and 6.00pm.
- 3.4. Library, GRAG and Visitor Centre Employees will be paid an additional 75% loading for each 'non-ordinary' hour actually worked, Monday to Saturday and 100% on Sunday, unless agreed otherwise at the Employee's request or unless the option of time in lieu is taken as per clause 3.3.6.

4. Rosters

- 4.1. Library, GRAG and Visitor Centre Employees will agree to work a roster spread over fourteen (14) days.
- 4.2. Library, GRAG and Visitor Centre Employees will work flexible rostered hours as mutually agreed between Management and Employees in accordance with the below clause 4.3.
- 4.3. The rostering and flexibility of these work routines may be varied by mutual agreement between Management and Library, GRAG and Visitor Centre Employees to achieve the productivity and service level enhancement aims of the Agreement.

5. Reasonable Additional Hours / Overtime

- 5.1. Employees who are authorised to work more than 76 hours per fortnight will have the choice to take time in lieu as per clause 3.3.6 or be paid the applicable overtime rates.
- 5.2. Reasonable additional hours/overtime rates will be calculated at the Employee's ordinary base rate of pay and will be calculated on a daily basis.
- 5.3. For the purposes of the Appendix, reasonable additional hours/overtime will be classed as:
 - i. Any hours worked over 76 hours per fortnight by full-time Employees.
 - ii. Any hours worked over the ordinary contracted hours for part-time Employees.
 - iii. Hours worked in excess of the agreed scheduled rostered hours per day.
- 5.4. Library Employees will be entitled to the following reasonable additional hours/overtime rates at the ordinary rate of pay:
 - i. Time and a half for the first (1st) two (2) hours, and double time thereafter

6. [Swapping Rosters](#)

- 6.1. Subject to prior approval of the Line Supervisor, Library, GRAG and Visitor Centre Employees may be allowed to exchange rosters or days off with other Employees.

7. [Geraldton Visitor Centre Employees - prior to 1st July 2021.](#)

7.1. [Application](#)

- 7.1.1. This clause applies only to employees employed prior to 1 July 2021.
- 7.1.2. Clauses 3 (three) to 6 (six) do not apply to these employees.
- 7.1.3. Geraldton Visitor Centre Employees will have access to all provisions of this Agreement including Time In Lieu and flexible working arrangements, unless specifically excluded.
- 7.1.2. Casual Employees are excluded from this Appendix. Please see Appendix 9 for casual provisions.

7.2. [Spread of Hours and Rosters](#)

- 7.2.1 Eligible Employees will be required to work a roster across the spread of hours from 6.00am to 10.00pm Monday to Sunday (inclusive).
- 7.2.2. All rosters will be on a 4 week roster cycle.
- 7.2.3. Ordinary hours will average 76 hours per fortnight and may be worked from Monday to Sunday

(inclusive), with a maximum of five (5) days out of any seven (7).

7.2.4. Rosters may be a minimum of three (3) hours and a maximum of ten (10) hours.

7.3. Loading

7.3.1. While working on a roster that includes working one (1) weekend shift per four (4) week roster cycle, Employees will receive a 15% loading.

7.3.2. A weekend shift means a Saturday and Sunday of the same weekend.

7.3.3. This loading is in lieu of any weekend penalty rates payable under this Agreement. An Employee who is not rostered to work one weekend shift per four (4) week cycle will not receive the 15% loading for that four (4) week roster cycle.

7.3.4. The shift loading will be paid on all types of paid leave except for long service leave, which will be paid at the officer's base rate of pay (excluding the 15% shift loading).

7.3.5. Members of the Visitor Centre team will work a seven (7) day a week roster, and as such are classified as shift workers by the Fair Work Act 2009, and therefore are eligible to receive one (1) weeks additional annual leave per annum, to be accumulated fortnightly.

7.3.6. Any additional weekend rosters worked over the four (4) week cycle requirement that an Employee is required to work, will be remunerated as per the City's penalty rate levels.

7.4. Overtime

7.4.1. Employees who are employed on a Level 7 Step 4 banding or below and who are authorised to work more than 76 ordinary hours per fortnight will have the choice to accumulate flexi hours' or access overtime rates.

7.4.2. For the purposes of this Appendix overtime will be classed as:

- i. Any hours worked over the ordinary 76 hours per fortnight by full-time Employees.
- ii. Any hours worked over the ordinary contracted hours for part-time Employees.
- iii. Hours worked in excess of the agreed scheduled rostered hours per day.
- iv. Hours worked outside of the normal spread of hours.

7.4.3. Unless mutually agreed otherwise, part-time Employees will have the option to receive overtime for hours worked over their contracted hours.

7.4.4. Overtime rates will be calculated at the Employee's ordinary base rate of pay and will be

calculated as per Clause 3.3 of this Agreement.

7.5. Public Holidays

7.5.1. Notwithstanding the provisions of Clause 6.20 Public Holidays, the public holidays for Employees under this Appendix shall be observed on the day they actually fall rather than the day in lieu provided for in Clause 6.20.2. For example if Christmas Day falls on a Saturday, the Saturday shall be deemed the public holiday and not the Monday.

7.5.2. Employees may be rostered a normal roster on a public holiday. In the event that this occurs the Employee will be paid a penalty rate as per Clause 3.5 of this Agreement.

7.6. Swapping rosters

7.6.1 Subject to the prior approval of the Line Supervisor, Geraldton Visitor Centre Employees will be allowed to exchange rosters or days off with other Employees.

Appendix 5 – Queens Park Theatre Employees and Casuals

1. Application

- 1.1. For the purposes of this Appendix, QPT Employees refers to the following designated positions:
 - i. Queens Park Theatre – QPT Operations Team Leader
 - ii. Queens Park Theatre - Technical Team Leader
 - iii. Queens Park Theatre – Technical Officers

2. Spread of Hours

- 2.1. The spread of hours for QPT Employees will be Monday to Sunday (inclusive) between the hours of 7.00am and 12.00am (midnight).

3. Rosters

- 3.1. The number of hours to be worked on any day will be up to a maximum of 12 hours to be worked in no more than two (2) periods, each period to be continuous except as to meal break hours occurring therein.
- 3.2. An Employee will, wherever possible, be given 24 hours' notice that the Employee is required to work all night after an evening performance.
- 3.3. Employees will be rostered off duty for two (2) days out of every 7 days.
- 3.4. For work performed on a rostered day off, payment will be at time and a half for the first (1st) four (4) hours and double time thereafter of the ordinary rate of pay.

4. Overtime and Penalty Rates

- 4.1. The designated Employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time.
- 4.2. Any overtime worked by an Employee at the request of the Line Supervisor will be remunerated at time and a half for the first (1st) two (2) hours and double time thereafter (if payment of the overtime is authorised).
- 4.3. Where an Employee works longer than eight (8) hours in a single roster, and works more than 76 hours in a two (2) week period, or pro rata for part-time Employees, he/she may be eligible for overtime payments as per this Appendix, with the relevant Line Supervisor's agreement.
- 4.4. For all work performed between 12.00am (midnight) and 7.00am the rate of double time will apply to Technical Employees.
- 4.5. For work performed on a rostered day off, payment will be at time and a half for the first (1st) four (4) hours and double time thereafter of the ordinary rate of pay.

- 4.6. Employees working during the preparation of a stage production for the period of seven (7) days preceding the opening of the production shall be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half shall be paid.

5. Meal Breaks

- 5.1. Technical Employees, in the ordinary course of work, will be entitled to meal intervals as follows:
- i. Breakfast: One hour continuous between 7.00am and 9.00am.
 - ii. Lunch: One hour continuous between 12.00pm (noon) and 3.00pm
 - iii. Dinner: One hour continuous between 5.00pm and 8.00pm.
 - iv. Supper: Half an hour between 10.00pm and 12.00am (midnight).
- 5.2. The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
- 5.3. In the event that an Employee is required to work more than five (5) continuous hours without a suitable meal interval, the Employee shall be paid for the period which should be allowed as the meal interval at the rate of doubletime.
- 5.4. No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work.

6. Allowances

- 6.1. Transmission or recording
- i. Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production Employees who perform work on that performance will receive an allowance (recording allowance) of \$135.00 in addition to the rate they would otherwise have received, provided that:
 - a. The recording allowance will only be paid when the recording transmission takes place during a performance or performances; and
 - b. one (1) payment only will be made under the provisions of 7.1.i of this Appendix, notwithstanding that recording of a production may take place over a series of performances.
 - c. Where a performance is recorded for sound only or transmitted by radio only the provisions of Clause 7.1.i of this Appendix will apply to Sound Technicians only.

6.2. The provisions of clause 6.1.i of this Appendix will not apply to:

- i. Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
- ii. A performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the City that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
- iii. Occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.
- iv. The recording allowance is not to be calculated as ordinary pay for the purpose of this Agreement insofar as the calculation of overtime, penalty, roster and annual leave loading payments are concerned.

7. Meal Allowances

7.1. The City will pay a permanent Employee a meal allowance of \$15.94 additional, for each meal interval occurring before the Employee's finishing time, where the Employee has worked between 12.00am (midnight) and 8.00am and who continues to work beyond 8.00am. Such meal allowances will not be payable where the Employee commences work at or after 5.00am.

7.2. The City will pay a permanent Employee a meal allowance of \$15.94, where the Employee is required to work two performances back to back. Such meal allowances will not be payable where the City provides a suitable meal.

8. Ten Hour Break

8.1. An Employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such an Employee be required to resume work before the expiration of ten hours, the Employee will be paid at the rate of double time until the Employee is released from duty for such period.

Appendix 6 – Ranger Employees

1. General

- 1.1. City Rangers will have access to all provisions of this Agreement including Time in Lieu and flexible working arrangements, unless specifically excluded.

2. Application

- 2.1. This Appendix applies to all Ranger Employees.
- 2.2. Casual Employees are excluded from this Appendix. Please see Appendix 9 for casual provisions.

3. Spread of hours

- 3.1. Rangers will work on a roster across the reasonable spread of hours from 6.00am to 7.00pm Monday to Sunday (inclusive).
- 3.2. All Rosters will be on a 4 week roster cycle.
- 3.3. Rangers agree to participate in a roster that equates to working 40 hours per week worked from Monday to Sunday inclusive, with a maximum of five (5) days out of any seven (7).
- 3.4. It is agreed that the Rangers will be remunerated for 38 hours per week. The additional two (2) hours worked each week will be accrued for the Employee (in lieu of payment) to take as approved leave at a later date.
- 3.5. This equates to a total of twelve (12) RDOs per year.
- 3.6. The City will not direct any Ranger Employee, plan for any Ranger Employee or suggest that any Ranger Employee perform split rosters.
- 3.7. Rosters may be a minimum of four (4) hours and a maximum of ten (10) hours.

4. Loading

- 4.1. While working on a roster that includes working one (1) weekend shift per four (4) week roster cycle, the Employee will receive a 15% loading.
- 4.2. A weekend shift means a Saturday and Sunday of the sameweekend.
- 4.3. This loading is in lieu of any weekend penalty rates payable under this Agreement. An Employee who is not rostered to work one weekend shift per four (4) week cycle will not receive the 15% loading for that four (4) week roster cycle.

- 4.4. The shift loading will be paid on all types of paid leave except for long service leave, which will be paid at the officer's base rate of pay (excluding the 15% shift loading).
- 4.5. Members of the Rangers team will work a seven (7) day a week roster, and as such are classified as shift workers by the Fair Work Act 2009, and therefore are eligible to receive one (1) weeks additional annual leave per annum, to be accumulated fortnightly in arrears.
- 4.6. Any additional weekend rosters over the 1 per month requirement that an employee is required to work, will be remunerated as per the City's penalty rate levels.

5. Overtime

- 5.1. Employees who are employed on a Level 7 Step 4 banding or below and who are authorised to work more than 80 hours per fortnight will have the choice to accrue the hours as time in lieu or access overtime rates.
- 5.2. Overtime rates will be calculated as per Clause 3.5 of this Agreement – Penalty Rates.
- 5.3. For the purposes of this Appendix, overtime will be classed as:
 - i. Any hours worked over 80 hours per fortnight by full-time Employees.
 - ii. Any hours worked over the ordinary contracted hours for part-time Employees.
 - iii. Hours worked in excess of the agreed scheduled rostered hours per day.
 - iv. Hours worked outside of the normal spread of hours.
- 5.4. Unless mutually agreed otherwise, part-time Employees will have the option to receive overtime for hours worked over their contracted hours.
- 5.5. Rangers will be entitled to the following overtime rates at the base rate of pay:
 - i. Time and a half for the first (1st) two (2) hours and double time thereafter.

6. Public Holidays

- 6.1. Employees under this Appendix shall observe public holidays on the day they actually fall rather than the day in lieu provided for in Clause 6.20.2. For example, if Christmas Day falls on a Saturday, the Saturday shall be deemed the public holiday and not the Monday.
- 6.2. Employees may be rostered a normal roster on a public holiday. In the event that this occurs the Employee will be paid a penalty rate of double time and a half rate of the ordinary base rate of pay.

7. Swapping Rosters

- 7.1. Subject to the prior approval from the Line Supervisor, Rangers will be allowed to exchange rosters or days off with other Rangers.
- 7.2. The Line Supervisor is required to provide 72 hours' notice in regard to roster changes.

Appendix 7 – Infrastructure Maintenance Operations, Fleet Services & City Precinct 'Outside Worker' Employees

1. General

- 1.1. The provisions of this Appendix shall be agreed to be implemented by all part-time and full-time Employees to ensure continuity of Infrastructure Maintenance Operations, Fleet Services and City Precinct programmed work maintenance and construction activities in both Geraldton and Mullewa.
- 1.2. Employees can negotiate flexible working hours with their Line Supervisor on the provision that service delivery is not negatively impacted and the City does not incur additional costs.

2. Application

- 2.1. Casual Employees are excluded from this Appendix. Please see Appendix 9 for casual provisions.
- 2.2. Employees Level 8 and above are excluded from this Appendix.

3. Spread of hours

- 3.1. The ordinary spread of hours for Employees under this Appendix are between 5.00am and 6.00pm, Monday to Friday (inclusive).
- 3.2. Generally, work start times shall be determined by each work area to meet with major project timeframes, improve work safety and efficiency and reduce effects of heat during summer periods.
- 3.3. These start times may be varied for productivity benefits within the spread of hours by Line Supervisors subject to providing one (1) month forward notice of any start time and work hour changes.

4. Rosters and Time In Lieu

- 4.1. Eligible Employees under this clause will be eligible to work a nine (9) day per fortnight work cycle in line with flexible working arrangements.
- 4.2. Where Employees are involved in supplying essential services which happens to coincide with their scheduled rostered day off, they shall by mutual agreement with their Line Supervisor take an alternative day as their RDO preferably within the work cycle.
- 4.3. RDO's shall be taken where practical at the allotted or agreed time within the fortnight work cycle.

4.4. In situations where essential or major works require continuation of works for the cost effective completion of a project, the relevant Line Supervisor shall provide at least three (3) working days advance notice to Employees of the need to amend the affected Employees scheduled day.

4.5. Where a major work activity requires a modified work schedule to meet with project programming, Employees mutually agree to work in accordance with programs outside of the normal Monday to Friday work routine.

i. In such circumstances (outlined in sub-Clause above) Employees shall be provided with at least one (1) month's notice of the major work activity and will be remunerated at penalty rates. In a situation where the hours incurred are more than 76 hours per fortnight or more than the scheduled rostered day, Employees will be eligible for overtime payments or time in lieu as per Clause 3.3. in this Agreement. The provisions of Clause 3.5 in this Agreement (penalty rates) will also apply in this instance.

5. Penalty Rates

5.1. Eligible Employees authorised to work on Saturdays, Sundays, public holidays or outside of their ordinary spread of hours shall be eligible for overtime payments and penalty rates as per this Agreement.

6. Public Holidays

6.1. Where a scheduled RDO falls on a public holiday the Employee involved may take the next allocated workday as their scheduled RDO.

7. Swapping Rosters

7.1. All variations to scheduled RDOs shall be advised via timesheets through the Line Supervisor to the City Payroll Team for recording purposes.

8. Allowances

8.1. Eligible Employees attached to the Mullewa depot are eligible for an allowance of \$1500 per annum or for that allowance on a pro rata basis for each full week they are attached to the Mullewa depot.

Appendix 8 – Waste Facility Employees

1. General

- 1.1. All other general terms of the Agreement will apply to Waste Facility Employees unless specifically excluded.

2. Application

- 2.1. This Appendix applies to all full-time and part-time, Waste Facility Employees.
- 2.2. Casual employees are excluded from this Appendix, please Casual Appendix nine (9) for casual provisions.

3. Spread of Hours

- 3.1. The ordinary spread of hours for Employees under this appendix are between 6.00am and 7.00pm, Monday to Sunday (inclusive).

4. Rosters

- 4.1. Waste Facility Employees will agree to work a roster across a reasonable spread over fourteen (14) days.
- 4.2. All rosters will be on a fortnightly roster cycle.
- 4.3. Waste Facility Employees will work flexible rostered hours as mutually agreed between Management and Employees in accordance with the below clause.
- 4.4. The rostering and flexibility of these work routines may be varied by mutual agreement between Management and Waste Facility Employees to achieve the productivity and service level enhancement aims of the Agreement.
- 4.5. Rosters may be a minimum of four (4) hours and a maximum of ten (10) hours

5. Loading

- 5.1. While working on a roster that includes one weekend shift per fortnight, Waste Facility Employee will receive 15% loading on all ordinary hours.
- 5.2. Weekend shift means a Saturday and Sunday of the same weekend.
- 5.3. This loading is in lieu of any weekend penalty rates payable under this Agreement. An Employee who is not rostered to work one weekend shift, per fortnightly cycle will not receive the 15% loading for that fortnight cycle.
- 5.4. The 15% shift loading will be paid on all types of paid leave except for long service, which will be paid at the Employees base rate of pay (excluding the 15% shift loading).
- 5.5. Employees of the Waste Facility who work across a seven (7) day a week roster will be classified as shift workers as per the Fair Work Act 2009 definition, and as such, will be eligible to received one (1) weeks additional leave per annum. This will accumulate fortnightly and Employees must work one weekend per fortnight to be eligible.

5.6. Any additional weekend rosters worked above the one per fortnight cycle, will be remunerated as per the City's penalty rate levels.

6. Swapping Rosters

6.1. Subject to the prior approval of the Line Supervisor, Waste Facility Employees may be allowed to exchange rosters or days off with other Employees

6.2. The Line Supervisor is required to provide 7 days' notice in regard to roster changes

7. Public holidays

7.1. Notwithstanding the provisions of Clause 6.20 Public Holidays, the public holidays for Employees under this Appendix shall be observed on the day they actually fall rather than the day in lieu provided for in sub-Clause 6.20.2 For example if Christmas Day falls on a Saturday the Saturday shall be deemed the public holiday and not the Monday

7.2. Employees may be rostered a normal roster on a public holiday. In the event that this occurs the Employee will be paid a penalty rate at double time and a half rate of the ordinary base rate of pay.

8. Locations

8.1. Waste Facility Employees may be directed to work at any Waste Facility belonging to the City of Greater Geraldton.

9. Meal Breaks

9.1. In the event that an Employee is required to work more than five (5) continuous hours without a suitable meal interval, the Employee shall be paid for the period which should be allowed as the meal interval at the rate of double time. No part of that time that should be allowed as a meal interval will be counted as part of the ordinary hours of work.

Appendix 9 – Casual Employees

1. Application

- 1.1. All casual Employees other than QPT casuals.

2. Spread of Hours

- 2.1. The ordinary spread of hours for casual Employees will be from Monday to Sunday (inclusive).
- 2.2. Casual employees (excluding Aquarena employees) must be engaged and paid for at least two (2) consecutive hours of work on each occasion they are required to attend work.
- 2.3. Where there is agreement Casual Employees can be rostered up to twelve (12) hours total on any day.

3. Overtime

- 3.1. Casual Employees will be eligible for overtime payments after the eighth (8th) consecutive hour of any roster (excluding any meal breaks).
- 3.2. The overtime payments will be calculated at time and half for the first (1st) two (2) hours and double time thereafter of the ordinary casual rate.

4. Public Holidays

- 4.1. Where a casual Employee is required to work on a public holiday, the Employee will be remunerated at double time and a half of the ordinary rate of pay for that day worked.
- 4.2. Notwithstanding the provisions of Clause 6.20 Public Holidays, the public holidays for Employees under this Appendix shall be observed on the day they actually fall rather than the day in lieu provided for in sub-Clause 6.20.2 For example if Christmas Day falls on a Saturday the Saturday shall be deemed the public holiday and not the Monday

5. Loading

- 5.1. All casual Employees will receive a 25% loading for ordinary hours of work.

Appendix 10 - City of Greater Geraldton Position Classification Schedule

DEFINITIONS

Knowledge:

Minimum understanding of techniques, principles, procedures and practices required.

Understanding of law and/or organisational rules (formal and informal) and guidelines relevant to the discipline.

Experience:

Work in a related field that establishes understanding of the basic principles of the discipline.

Ability to undertake the majority of normal requirements of the work situation.

Qualifications:

Minimum qualification required for the job.

Use of equipment:

Operational skill required to use equipment relevant to work area.

Communication and interpersonal skills:

Requirement to transmit information in written and verbal form and confer with others with a view to reaching agreement and/or influencing outcomes.

Budget:

To plan expenditure.

Initiative, judgement and decision making:

Requirement to originate ideas or introduce in the first (1st) instance. Need for application of an amalgam of knowledge and experience to derive appropriate decisions.

Work complexity:

Consideration of the impact of interactive elements of the job as they relate to the total job. For example, are these established principles, practices and procedures that can be relied on or are comprehensive knowledge and analytical skills required?

Use of professional skills:

Application of skills required by the position obtained through tertiary study or where relevant through appropriate experience.

Use of managerial/leadership skills:

Application of people and general management/leadership skills required by the position obtained through tertiary study or where relevant through appropriate experience.

Authority/freedom to act:

Relates to approvals and autonomy. For example, what sort of decisions can the position make without referral? Are there clear guidelines available or is creative problem solving required? What is the position's authority to make formal recommendations, sign documentation and authorise expenditure?

Work outcomes:

Requirement to be responsible for the direction, quality, outcome and operation of work and projects. Refers to what is produced. This is the final outcome of a single or number of related tasks. For example, to what degree are these outcomes established and monitored by the position?

Problem solving:

Deals with the need to think creatively, identify solutions with or without the benefit of previous experience. This will be influenced by the degree of assistance that is available or instruction received.

ADMINISTRATION / RECLASSIFICATION PRINCIPLES

1. Positions will be classified in accordance with the level definitions provided for in the Agreement.
2. Position descriptions (PD's) shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions.
3. Any party may make a written request for a position reclassification within a 12 month period or at the time of the performance review. Where there are exceptional circumstances, for example, at the Director's discretion, an application may be lodged at any time.
4. Should an Employee be successful in his/her position being reclassified the date of effect shall be the date of lodgement of the application.
5. The grounds for which a request for review may be made are, having regard to the classification definitions as specified below, as follows:
 - 5.1. significant and identifiable changes in the nature and work value of the duties performed;
 - 5.2. significant increases in responsibilities;
 - 5.3. significant change in the skills, knowledge and experience required to undertake the duties.
6. Within four (4) weeks of receipt of the application, the employer shall supply the applicant with a written response detailing the outcome of the application.
7. The reclassification decision lies with the department Director upon recommendation from the team Manager. It is the applicants' responsibility to present a case to justify the request in line with the grounds outlined above.
8. On initial appointment of an Employee, the employer shall give consideration to previous relevant experience in order to ascertain the appropriate step on commencement.

Level 1

General description

Employees in level 1 positions may be new to the workforce and hence developing professional workplace skills for the first (1st) time. This level may also include skilled people who have been in the workforce however may perform duties of an unqualified nature. In terms of 'best fit' level 1 positions are expected to be 'developing' in their attainment of professional competencies and aptitude for responsibility.

Characteristics of the level

- This level is an introductory level for Employees with no previous experience in the position to be filled.
- This level includes people who have been in the workforce however perform duties of an unqualified nature.
- At this level, Employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. Employees' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve Employees in extensive on the job training including familiarisation with the goals and objectives of the work section.
- Includes, but not limited to, ages from fifteen (15) years to twenty (20) years and to include any special circumstances.
- The entry point for adults (over 21) with minimal skills or knowledge in Local Government or minimal relevant experience will be level 1 step 6.
- Level 1 Employees will be remunerated as follows as per their age in line with Appendix 11:
 - Level 1 Step 1 – 16 years old and under
 - Level 1 Step 2 – 17 yearsold
 - Level 1 Step 3 – 18 yearsold
 - Level 1 Step 4 – 19 yearsold
 - Level 1 Step 5 – 20 yearsold
 - Level 1 Step 6 – Adults (21 years old and over)
- If a position is classified in a range that extends beyond level 1, progression to level 2 for adult Employees will be automatic on the completion of 12 months satisfactory service, excluding casual Employees.
- Supervision of other Employees is not a feature at this level.

Job family

- Level 1 positions fall within job family A.
- Examples include but are not limited to traineeships, apprenticeships, labourers, work experience and work trial positions.

Requirements of the job

Knowledge:

- Developing knowledge of established practices and procedures. Experience:
- No previous experience required for unqualified positions.
- Relevant experience required for skilled positions.

Minimum qualifications:

- Where required for Occupational Safety and Health (OSH).
- Drivers licence as required.
- Industry qualifications, Certificates, Tickets etc. where an inherent requirement of the position. For example, bar service positions.

Use of equipment:

- Nil expectation of prior experience unless specified as a requirement in the job description.

Communication and interpersonal skills:

- Developing interpersonal skills for unqualified administration positions.
- Developed interpersonal skills for public facing positions.
- Basic numeracy, written and verbal communication skills.

Responsibilities

Budget:

- At this level there is no assistance with or preparation of departmental or section budgets. However, persons classified at this level may be called on to assist in compiling information which may be used to prepare budgets.
- Persons classified at this level may be called on to raise requisitions, place purchase orders and monitor stock levels.

Initiative, judgement and decision making:

- No scope for interpretation.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Undertake routine activities using basic skills and techniques in a support role.

Use of professional skills:

- Nil.

Use of managerial/leadership skills:

- Nil.

Extent of authority

Authority/freedom to act:

- Limited to work practices relevant to area and/or specific instructions.

Work outcomes:

- Work outcomes are closely monitored.
- Perform clearly defined activities.
- Needs to be made familiar with goals and objectives of work section.

Problem solving:

- No scope for interpretation.
- Assistance available when problems arise.
- Recommendations not to be implemented without appropriate approval.

Level 2

General description

Employees in level 2 may have been in the workforce for a short or long time and are developing and/or have developed workplace skills. Positions largely based 'outdoors' will have developed skills in the use of plant and equipment. Positions largely 'office' based will be developing new professional skills. In terms of 'best fit' level 2 positions are expected to be 'developing' in their attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be Industrial Tickets or Certificate III level qualifications.

Characteristics of the level

- At this level, Employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques.
- General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- Freedom to act is limited by standards and procedures. However, with experience, Employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- Positions initially at this level will involve Employees in extensive on the job training including familiarisation with the goals and objectives of the work section plus use of equipment.
- Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- Supervision of other Employees is not a feature at this level.

Job family

- Level 2 positions fall within job family B.
- Examples include but are not limited to Plant Operator and Administration Assistant positions.

Requirements of the job

Knowledge:

- Developing basic knowledge of the work area.
- Adequate knowledge of work practices and policies of the relevant work area.

Experience:

- Requires extensive on the job training including familiarisation with goals and objectives of work section.

Minimum qualifications:

- No formal qualifications on entry.
- Studying for appropriate Certificate III.
- Industry tickets prior to use of relevant equipment.
- Undertaking internal/external training.
- Undertaking continued on the job training.

Use of equipment:

- Basic knowledge of procedures and equipment in work area.
- Undertake straight forward operation of equipment relevant to department/section.

- Initiate elementary corrective action.
- Able to apply computer concepts.

Communication and interpersonal skills:

- Basic numeracy, written and verbal communication skills.

Responsibilities

Budget:

- At this level there is no assistance with or preparation of departmental or section budgets. However, persons classified at this level may be called on to assist in compiling information which may be used to prepare budgets.
- Persons classified at this level may be called on to raise requisitions, place purchase orders and monitor stock levels.

Initiative, judgement and decision making:

- With experience may exercise judgement to plan own work within confines of standards and procedures.
- Able to apply established practices and procedures.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Developing knowledge of function of work area.
- Undertake routine activities using basic skills and techniques.
- Perform general duties.

Use of professional skills:

- Nil.

Use of managerial/leadership skills:

- Nil

Extent of authority

Authority/freedom to act:

- Freedom to act limited by standards and procedures.
- With experience may exercise judgement to plan own work within confines of standards and procedures.

Work outcomes:

- Closely monitored with instruction and assistance readily available.
- Readily attainable and clearly defined.
- Responsible for timelines of own work.

Problem solving:

- Solutions found in established procedures and instructions.
- Assistance readily available.

Level 3

General description

Employees in level 3 positions are expected to have a developed understanding of their work area practices. In terms of 'best fit' level 3 positions are expected to have 'developed' in their attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be Industry or TAFE qualification at Certificate IV level.

Characteristics of the level

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

Job family

- Level 3 positions fall within job family C.
- Examples include but are not limited to Senior Plant Operator, Administration, Senior Administration, Plant Specialist, Customer Service, employed Trade and University Graduates positions.

Requirements of the job

Knowledge:

- Specific application of techniques relevant to work area.
- Knowledge of work practices and procedures relevant to work area.
- Knowledge of policies, regulations and statutory requirements relating to the work area.

Experience:

- Experienced to do duties through previous appointments or services.

Minimum qualifications:

- Formally recognised Certificate IV in area relevant to role; and/or
- Formally recognised industry qualification relevant to role.
- Appropriate on the job training and relevant experience.

Use of equipment:

- Operate general workplace equipment.
- Initiate elementary corrective action.
- Able to apply computer concepts.

Communication and interpersonal skills:

- Developed written, oral and interpersonal skills for communication with customers and public.

Responsibilities

Budget:

- At this level there is no assistance with or preparation of departmental or section budgets. However, persons classified at this level may be called on to assist in compiling information which may be used to prepare budgets.
- Persons classified at this level may be called on to raise requisitions, place purchase orders and monitor stock levels.

Initiative, judgement and decision making:

- Limited use of judgement within clearly established procedures and guidelines.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Undertake a range of activities requiring the application of established work procedures. Use of

professional skills:

- Undertake routine inspectorial duties and enforce Bylaws and Regulations.

Use of managerial/leadership skills:

- Nil

Extent of authority

Authority/freedom to act:

- Freedom to act within established guidelines.
- Take charge of minor functions.

Work outcomes:

- Clearly defined.
- Work outcomes monitored.
- Responsible for minor works project/program.

Problem solving:

- Solutions to problems may require exercise of limited judgement with guidance found in procedures, precedents and guidelines.
- Assistance available when problems occur.
- Able to understand clear, complex rules.

Level 4

General description

Employees in Level 4 positions have sound skills and knowledge. Level 4 Employees are the experienced 'go to' person for seeking clarification and understanding of work area practices. In terms of 'best fit' level 4 positions are expected to have a 'sound' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be a University Degree, Trade qualification, Associate Diploma or equivalent Industry qualifications.

Characteristics of the level

- At this level Employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a Line Supervisor.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from Line Supervisors. Employees may receive instruction on the broader aspects of the work. In addition, Employees may provide assistance to lower classified Employees.
- Positions at this level allow Employees the scope for exercising initiatives in the application of established work procedures.
- At this level Employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- Employees will be responsible for managing and planning their own work and that of subordinate Employees and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate Employees with on-the-job training.
- Level 4 step 1 is the entry appointment level for any university graduate with a relevant three year degree who is required to undertake work related to that qualification.
- Employees with Certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate Certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

Job family

- Level 4 positions fall within job family C.
- Examples include but are not limited to Senior Administration, Plant Specialist, Senior Customer Service, employed Trade and University Graduate positions.

Requirements of the job

Knowledge:

- Thorough knowledge of work activities/procedures and operating methods in work area.
- Working knowledge of various Acts, Regulations, Bylaws and Policies etc to enforce compliance.

Experience:

- Entry level for third (3rd) year graduates with no experience (relevant to position).
- Relevant experience to position.
- Experienced to do duties through previous appointments/service/study.

Minimum qualifications:

- Entry 3/4 year degree (relevant to position)
- Diploma and/or experience with appropriate Certificate(s).
- Appropriate Post Trade certificate or further study.

Use of equipment:

- Able to modify, correct or identify operational problems.
- Able to apply computer concepts

Communication and interpersonal skills:

- Developed written, oral and interpersonal skills for communication with customers and public.

Responsibilities

Budget:

- At this level there is no assistance with or preparation of departmental or section budgets. However, persons classified at this level may be called on to assist in compiling information which may be used to prepare budgets.
- Persons classified at this level may be called on to raise requisitions, place purchase orders and monitor stock levels.

Initiative, judgement and decision making:

- Use a high degree of judgement, initiative, confidentiality and sensitivity.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Have responsibility for a function within work area or assist in a range of functions.
- Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

Use of professional skills:

- Regularly undertake general inspections to enforce Acts, Regulations, Bylaws and Policies etc.
- Provide advice on relevant legislation.
- May utilise professional, specialised or technical knowledge. Use

of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at an operational level.

Extent of authority

Authority/freedom to act:

- Freedom to act governed by clear objectives/budget constraints.
- Undertake responsibility for various activities in a specialised area and/or components of the works program.

Work outcomes:

- May set outcomes/objectives for specific projects.
- Graduates receive instructions on the broader aspects of work.

Problem solving:

- Usually solved by reference to procedures, documented methods and instructions.
- Assistance available when problems occur.

- Assist in contributing to interpretation of matters where no clear established procedures.

Level 5

General description

Employees in level 5 positions will be at a point where they start to choose between a career path into management or a specialist technical area. From this point Line Supervisors and Specialists are expected to attain and maintain the contemporary professional qualifications for the path they choose. Often positions require a mix of the two paths at this level. In terms of 'best fit' level 5 positions are expected to have a 'sound' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be a University Degree, Frontline Management Certificate III, an Industry qualification or an Advanced Diploma.

Characteristics of the level

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

Job family

- Level 5 positions fall within job family D.
- Examples include but are not limited to Supervisor and Specialist (qualified Finance, Health, Building, Planning etc.) positions.

Requirements of the job

Knowledge:

- Understanding of basic principles if in specialist discipline.
- Understanding of basic principles if in human resource management.
- Knowledge of role of departments in Council and/or in service area.

Experience:

- Sound discipline/knowledge through previous experience/training or education.
- Knowledge of statutory requirements of work area.

Minimum qualifications:

- Entry four (4) year degree and two (2) years experience.
- Entry three (3) year degree and three (3) years experience.
- Relevant Advanced Diploma and experience.
- Lesser relevant discipline qualifications and substantial experience.
- Leadership and Management Certificate for Supervisory positions.

Use of equipment:

- Able to modify, correct or identify operational problems.
- Able to apply computer concepts.

Communication and interpersonal skills:

- Sound written, oral and interpersonal skills for communication with customers and public.
- Negotiation skills.
- Provide progress reports with recommendations.

Responsibilities

Budget:

- At this level there is no assistance with or preparation of departmental or section budgets. However, persons classified at this level may be called on to assist in compiling information which may be used to prepare budgets.
- Persons classified at this level may be called on to raise requisitions, place purchase orders and monitor stock levels.

Initiative, judgement and decision making:

- Exercise judgement where procedures are not clearly defined.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Exercise responsibility for various functions in work area.
- Undertake a wide range of activities associated with program, activity or service delivery.
- Use of professional skills:
- Contribute to the development of procedures through use of knowledge and skills.
- Provide specialist technical professional advice.
- Liaise with other professionals at a technical level.

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at an operational level.

Extent of authority

Authority/freedom to act:

- Freedom to act governed by clear objectives/budget constraints.
- May have responsibility for various functions.
- May manage a multi-purpose complex.

Work outcomes:

- Identify specific or desired performance outcomes.
- Required to set outcomes within defined constraints.
- Contribute to the development of work practices and procedures.

Problem solving:

- Generally found in documented techniques, precedents and guidelines or instructions.
- Assistance available when required.

Level 6

General description

Employees in level 6 positions may have attained sufficient on the job or practical experience in a supervisory or specialist role to be acknowledged as a 'Senior' in their work area. In terms of 'best fit' level 6 positions are expected to have a 'comprehensive' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be a University Degree, Frontline Management Certificate IV, Advanced Diploma or equivalent Industry qualification. All Employees in positions classified level 6 and above are expected to undertake and maintain management qualifications.

Characteristics of the level

- At this level Employees are subject to general direction from Senior Employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the employer's goals.
- Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- General features at this level indicate the involvement in establishing sectional/departmental programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or in the case of small Local Governments a department. Work may span more than one discipline. In addition, Employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified Employees.
- Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, Employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programs).
- Employees are required to set project priorities, plan and organise their own work and that of subordinate Employees and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the cooperation of customers and Employees.
- Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Local Government goals. Specialists may be required to provide multi disciplinary advice.

Job family

- Level 6 positions fall within job family D.
- Examples include but are not limited to Senior Supervisor and Senior Specialist (qualified Finance, Health, Building, Planning etc.) positions.

Requirements of the job

Knowledge:

- Comprehensive discipline/knowledge and expertise/appointments/service/study through experience.
- Sound knowledge of role of council structure and services.
- Knowledge of division/department procedures, programs, policies and activities

Experience:

- Comprehensive discipline/knowledge and expertise/appointments/service/study through experience.
- Sound knowledge of role of council structure and services.
- Knowledge of division/department procedures, programs, policies and activities.

Minimum qualifications:

- Relevant degree with relevant experience.
- Associate Degree or Advanced Diploma with substantial experience.

- Lesser qualifications and specialised experience.
- Leadership and Management Certificate for all positions at this level.

Use of equipment:

- Understand all areas of equipment operation.

Communication and interpersonal skills:

- Negotiation skills.
- Provide progress reports with recommendations.
- Exercise high level of interpersonal skills.

Responsibilities

Budget:

- Assist with or prepare department or section.

Initiative, judgement and decision making:

- Begin to use initiative/judgement where no clear procedures exist.
- Use specialist knowledge to make decisions.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Analysis and design programming in specialist area.
- Undertake responsibility for a moderately complex project.
- Undertake a minor phase of a broader or more complex professional assignment

Use of professional skills:

- Perform tasks of specialised or detailed nature.
- Use specialist knowledge to make decisions.
- Provide expert advice to lower classified Employees

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at an operational level.

Extent of authority

Authority/freedom to act:

- Exercise a degree of autonomy.
- Control projects or programs.

Work outcomes:

- Set outcomes for subordinates, establishes priorities and monitors workflow.
- Comply with regulations, code and procedures.

Problem solving:

- Use of analytical skills.
- Appreciations of the long term goals of the organisation.
- Knowledge of organisational functions and/or structures.

Level 7

General description

Employees in level 7 positions may be at the entry point for a Coordinator or the recognition point for a Specialist becoming a Professional (Degree plus relevant experience/competence) or the recognition point for a Technician who has furthered their skills and responsibility. In terms of 'best fit' level 7 positions are expected to have a 'comprehensive' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be a Management Diploma, a Degree and three (3) years experience and/or an equivalent Industry qualification.

Characteristics of the level

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

Job family

- Level 7 positions fall within job family E.
- Examples include but are not limited to Coordinators, Professionals and Technicians (specialist in certain equipment or trade) positions.

Requirements of the job

Knowledge:

- Comprehensive knowledge through previous substantial experience/training/education.
- Comprehensive knowledge of statutory requirements and Council policies relevant to discipline and work area.
- Application of higher level of discipline knowledge.
- Comprehensive knowledge of statutory requirements and Council policies relevant to discipline and work area.

Experience:

- Discipline knowledge through previous substantial experience/training/education.
- Comprehensive knowledge of statutory requirements of Council policies relevant to discipline and work area.

Minimum qualifications:

- Relevant Degree with relevant experience.
- Associate Degree with substantial experience.
- Lesser qualifications in lieu of substantial experience/expertise and competence.
- Leadership and Management Diploma for all positions at this level.

Use of equipment:

- Understand all areas of equipment operation.

Communication and interpersonal skills:

- Negotiation skills.
- Provide progress reports with recommendations.
- Exercise high level of interpersonal skills.

Responsibilities

Budget:

- Operate within budgetary constraints.

Initiative, judgement and decision making:

- Exercise judgement in problem definition and planning.
- Use a degree of autonomy.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Undertake significant projects/functions.
- Contribute to the development of new techniques and methodology.

Use of professional skills:

- Provide advice on matters of complexity.
- Provide support to a range of activities or programs.

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at a tactical level.

Extent of authority

Authority/freedom to act:

- Exercise a degree of autonomy.
- Advice available on complex or unusual matters.
- May control/coordinate a work area, manage significant projects, functions or works programs.

Work outcomes:

- Set outcomes for subordinates, establishes priorities and monitors workflow.
- Comply with regulations, code and procedures.
- Provide advice and contribute to the development of policies.

Problem solving:

- Use of analytical skills.
- Appreciation of the long term goals of the organisation.
- Knowledge of organisational functions and/or structures.

Level 8

General description

Employees in level 8 positions may have attained sufficient on the job or practical experience in a Coordinator, Professional or Technician role to be perceived as a 'Senior' in their work area compared to the previous level. In terms of 'best fit' level 8 positions are expected to have a 'detailed or thorough' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be at least the relevant minimums of level 7 positions plus further Industry qualifications and/or tailored professional development detailed in the Individual Development Plan (IDP). At this level Employees are expected to proactively manage their own professional development.

Characteristics of the level

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

Job family

- Level 8 positions fall within job family E.
- Examples include but are not limited to Senior Coordinators, Professionals and Senior Technicians (specialist in certain equipment or trades) positions.

Requirements of the job

Knowledge:

- Application of higher level of discipline knowledge.
- Detailed/thorough knowledge of work practices and procedures.

Experience:

- Extensive experience, expertise and competence.

Minimum qualifications:

- Degree and extensive experience.
- Lesser qualifications and considerable skill plus extensive experience.
- Leadership and Management Diploma for all positions at this level.

Use of equipment:

- Understand all areas of equipment operation.

Communication and interpersonal skills:

- Negotiation skills.
- Provide progress reports with recommendations.
- Exercise high level of interpersonal skills.

Responsibilities

Budget:

- Prepare budget submissions for Senior Officers and/or Council.

Initiative, judgement and decision making:

- Decisions and actions may have significant effect on program/projects/work area.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Establish, achieve and review results in line with corporate/divisional results.
- Develop work practices and procedures.

Use of professional skills:

- Use of analytical skills.
- Appreciation of long term goals of organisation.
- Knowledge of organisational functions or structures.
- Functions may involve complex professional problem solving.

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at a tactical level.

Extent of authority

Authority/freedom to act:

- Significant delegated authority.
- Manage major single or multi discipline operation, work area or works programs.

Work outcomes:

- Establish, achieve and review results in line with corporate/divisional results.
- Develop work practices and procedures.

Problem solving:

- Use of analytical skills.
- Appreciation of long term goals of organisation.
- Knowledge of organisational functions or structures.
- Functions may involve complex professional problem solving.

Level 9

General description

Employees in level 9 positions will be highly skilled and knowledgeable. They will be regarded as potential successors to current Management or Professionals. In terms of 'best fit' level 9 positions are expected to have a 'detailed or thorough' attainment of professional competencies and aptitude for responsibility. Minimum education expectations at this level may be at least the relevant minimums of level 8 positions plus further Industry qualifications and/or tailored professional development detailed in the Individual Development Plan (IDP). At this level Employees are expected to proactively manage their own professional development.

Characteristics of the level

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

Job family

- Level 9 positions fall within job family F.
- Examples include but are not limited to Senior Coordinators, entry Managers and Senior Professionals.

Requirements of the job

Knowledge:

- High level of discipline knowledge.
- Detailed/thorough knowledge of statutory regulations, policies, practice and procedures.

Experience:

- Extensive diverse experience, expertise and competence.

Minimum qualifications:

- Degree and specialist expertise plus further formal qualifications, expertise in the field and/or management experience.

- Lesser qualifications and considerable skill and extensive diverse experience.
- Advanced Leadership and Management Diploma for all positions at this level.

Use of equipment:

- Understand all areas of equipment operation.

Communication and interpersonal skills:

- Negotiation skills.
- Provide progress reports with recommendations.
- Exercise high level of interpersonal skills.

Responsibilities

Budget:

- Prepare budget submissions for Senior Officers and/or Council

Initiative, judgement and decision making:

- Requires significant use of initiative and judgement.
- Complex decisions.
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Have significant scope/complexity.
- Management of service delivery.
- Administer complex policy and program matters.
- Ensure the outcome of work of significant scope and/or complexity.

Use of professional skills:

- Offer consultancy service.
- Evaluate/develop/revise methodology techniques.
- Contribute to the development of the operational policy.
- Assess and review the standards and work of other professional personnel/external consultants.

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at a strategic level.

Extent of authority

Authority/freedom to act:

- To implement and initiate change within organisational goals and constraints.
- Manage extensive complex projects/programs or work at a higher level of ability.

Work outcomes:

- Develop/implement and evaluate departmental/corporate goals.
- Account for quality, effectiveness cost and timeliness of programs/projects.
- Provide high level advice including specialist advice on policy matters.
- Develop and review policies.

Problem solving:

- Required to use analytical approach.
- Use elements of development and creativity within divisional/corporate policies.

Level 10

General description

Employees in level 10 positions will be highly skilled and operate at a senior level. They may be operational managers and regarded as potential successors to Senior Management and should possess a depth of knowledge and or experience in a specialized area. Level 10 employees have specialized industry experience and should possess an academic qualification in their area of expertise. Level 10 employees may be in a professional area which is exposed to considerable labour market shortages. At this level employees will be expected to proactively maintain their own professional development and to provide support to managers when required.

Characteristics of the level

- At this level Employees are subject to limited direction from Senior Employees/ officers and they may exercise managerial capacity for a department area or body of knowledge. In addition, Employees may operate as a Senior Specialist providing multifunctional advice to either various departments or directly to the employer.
- General features of this level require the Employees' involvement in the initiation and formulation of complex projects/programs that impact on the employer's goals and objectives.
- Level 10 Employees may supervise supervisors, team leaders and/or co-ordinators. They will mentor and support their subordinates especially in establishing programs and budgets.
- Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the Local Government.
- In addition Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.
- Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the Employee to provide advice and support to other areas of the Local Government. Employees at this level will have significant impact upon the employer's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.
- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Job family

- Level 10 positions fall within job family F.
- Examples include but are not limited to Senior Coordinators, Operations Managers, and Senior Professionals.

Requirements of the job

Knowledge:

- High level of discipline knowledge.
- Detailed/thorough knowledge of statutory regulations, policies, practice and procedures.

Experience:

- Extensive diverse experience, expertise and competence.

- Supervisory Experience
- Ability to undertake planning, budget management and programming to achieve KPIs

Minimum qualifications:

- Degree and specialist expertise plus further formal qualifications, expertise in the field and/or management experience.
- Lesser qualifications and considerable industrial skill and extensive diverse experience.
- Advanced Leadership and Management Diploma or equivalent.

Use of equipment:

- Understand all areas of equipment operation.

Communication and interpersonal skills:

- Advanced Negotiation skills.
- Provide progress reports with recommendations.
- Exercise high level of interpersonal skills.

Responsibilities

Budget:

- Assist in the preparation of budget submissions for Senior Officers and/or Council.

Initiative, judgement and decision making:

- Share specialized expertise with department and senior management
- Requires significant use of initiative and judgement.
- Complex decisions
- Expected to use initiative to clarify expectations, ask questions where unsure and make recommendations on opportunities for improvement (raise ideas or known faults).

Work complexity:

- Have significant scope/complexity.
- Management of service delivery.
- Administer complex policy and program matters.
- Ensure the outcome of work of significant scope and/or complexity.

Use of professional skills:

- Offer consultancy service.
- Evaluate/develop/revise methodology techniques.
- Contribute to the development of the operational policy.
- Assess and review the standards and work of other professional personnel/external consultants.
- Undertake programming and reporting responsibilities

Use of managerial/leadership skills:

- May undertake human resource management and leadership responsibilities at a strategic level.

Extent of authority

Authority/freedom to act:

- To implement and initiate change within organisational goals and constraints.
- Manage extensive complex projects/programs or work at a higher level of ability.
- Manage small teams and people

Work outcomes:

- Develop/implement and evaluate departmental/corporate goals.
- Supervision of others
- Account for quality, effectiveness cost and timeliness of programs/projects.
- Provide high level advice including specialist advice on policy matters.
- Develop and review policies.

Problem solving:

- Required to use analytical approach.
- Use elements of development and creativity within divisional/corporate policies.
- Share specialized knowledge with colleagues

Appendix 11 – City of Greater Geraldton Enterprise Agreement – 2021
-2023 Pay Increase Schedule

	CGG EA First Year Effective 1st July 2021	CGG EA First Year Effective 1st July 2021	CGG EA Second Year Effective 1st July 2022	CGG EA Second Year Effective 1st July 2022
LEVEL/STEP	1.5% increase	Hourly Rate	1.5% increase	Hourly Rate
LEVEL 1	Salary	Hourly Rate	Salary	Hourly Rate
Step 1 (16 yrs and under)	\$44,309	\$22.4235	\$44,973	\$22.7598
Step 2 (17 yrs)	\$46,192	\$23.3763	\$46,885	\$23.7270
Step 3 (18 yrs)	\$48,923	\$24.7586	\$49,657	\$25.1300
Step 4 (19yrs)	\$51,665	\$26.1460	\$52,439	\$26.5382
Step 5 (20yrs)	\$54,381	\$27.5206	\$55,196	\$27.9334
Step 6 (Adult)	\$56,430	\$28.5577	\$57,276	\$28.9860
LEVEL 2	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$58,280	\$29.4941	\$59,154	\$29.9365
Step 2	\$59,271	\$29.9954	\$60,160	\$30.4453
Step 3	\$61,044	\$30.8928	\$61,960	\$31.3562
Step 4	\$62,900	\$31.8318	\$63,843	\$32.3092
LEVEL 3	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$64,749	\$32.7677	\$65,720	\$33.2592
Step 2	\$65,828	\$33.3137	\$66,815	\$33.8134
Step 3	\$66,906	\$33.8592	\$67,909	\$34.3671
Step 4	\$68,428	\$34.6297	\$69,455	\$35.1491
LEVEL 4	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$70,154	\$35.5029	\$71,206	\$36.0355
Step 2	\$71,359	\$36.1126	\$72,429	\$36.6543
Step 3	\$72,387	\$36.6330	\$73,473	\$37.1825
Step 4	\$73,950	\$37.4240	\$75,059	\$37.9854
LEVEL 5	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$75,860	\$38.3907	\$76,998	\$38.9666
Step 2	\$76,961	\$38.9481	\$78,116	\$39.5323
Step 3	\$77,847	\$39.3965	\$79,015	\$39.9874
Step 4	\$79,321	\$40.1423	\$80,511	\$40.7445
LEVEL 6	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$80,393	\$40.6848	\$81,599	\$41.2950
Step 2	\$82,366	\$41.6833	\$83,602	\$42.3086
Step 3	\$83,715	\$42.3660	\$84,971	\$43.0015
Step 4	\$85,280	\$43.1580	\$86,560	\$43.8054
LEVEL 7	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$86,829	\$43.9419	\$88,132	\$44.6010
Step 2	\$88,565	\$44.8203	\$89,893	\$45.4926
Step 3	\$89,995	\$45.5440	\$91,345	\$46.2272
Step 4	\$91,018	\$46.0618	\$92,383	\$46.7527
LEVEL 8	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$92,855	\$46.9915	\$94,248	\$47.6964
Step 2	\$94,285	\$47.7153	\$95,700	\$48.4310
Step 3	\$95,715	\$48.4385	\$97,150	\$49.1651
Step 4	\$97,146	\$49.1628	\$98,603	\$49.9002
LEVEL 9	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$99,990	\$50.6021	\$101,490	\$51.3611
Step 2	\$101,565	\$51.3993	\$103,088	\$52.1703
Step 3	\$103,415	\$52.3357	\$104,967	\$53.1207
Step 4	\$105,265	\$53.2716	\$106,844	\$54.0707
LEVEL 10	Salary	Hourly Rate	Salary	Hourly Rate
Step 1	\$107,775	\$54.5419	\$109,391	\$55.3600
Step 2	\$110,285	\$55.8122	\$111,939	\$56.6493
Step 3	\$112,795	\$57.0824	\$114,487	\$57.9387
Step 4	\$115,305	\$58.3527	\$117,035	\$59.2280

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