

INSIDE WORKFORCE COLLECTIVE AGREEMENT 2008

1. TITLE

This Agreement is called the City of Joondalup (Inside Workforce) Collective Agreement 2008.

2. ARRANGEMENT

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3. PARTIES TO THE AGREEMENT

- 3.1 The parties bound by this Agreement are the City and its successors and all employees employed by the City who would normally be covered by the Local Government Officers (Western Australia) Award 1999 (Federal) at the date of lodgement of this Agreement with the exception of Leisure Centre employees covered by a separate agreement under the WRA.
- 3.2 This Agreement does not apply to the position of CEO or designated senior employees whose employment will be governed by a written contract prepared in accordance with section 5.39 of the Local Government Act 1995.
- 3.3 This Agreement does not apply to employees designated as a Manager or employees designated by the Chief Executive Officer whose employment is governed by a written maximum term contract.
- 3.4 The Agreement does cover other employees under maximum term contracts, however, where terms and conditions of the Agreement are inconsistent with the employment contract, the contract conditions will prevail.

4. DATE AND PERIOD OF OPERATION

- 4.1 Once the parties have signed this Agreement it will be lodged with the Workplace Authority.
- 4.2 This Agreement shall commence operation on and from the seventh day after it is approved by the Workplace Authority, as per section 347(b) of the WRA. However the City commits to comply with the terms and conditions of this Agreement on and from the day it is lodged with the Workplace Authority.
- 4.3 The nominal expiry date of this Agreement will be 2 years from the date it is lodged.
- 4.4 This Agreement shall continue to operate and apply beyond the nominal expiry date until a replacement Agreement is made or terminated in accordance with the WRA.
- 4.5 The parties to this Agreement acknowledge that this Agreement can be varied by consent of both parties, and subject to approval by the Workplace Authority at any time during its currency.
- 4.6 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

- 5.1 This Agreement shall stand alone and no other collective agreement, award, pre-reform certified agreement, preserved state agreement or notional agreement preserving state awards shall have any effect in relation to employees covered by this Agreement while this Agreement is in operation.
- 5.2 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the

remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

6. AVAILABILITY OF AGREEMENT

The City shall advise employees that the Agreement has been certified and shall make a copy available via electronic media.

7. OBJECTIVES

- 7.1 This Agreement sets out the terms and conditions of employment for City employees.
- 7.2 The City aims to be recognised as a high performing organisation and acknowledged as a great place to work, and the conditions outlined in the Agreement will provide employees with competitive and flexible conditions that support work-life balance while helping to meet corporate objectives.
- 7.3 This Agreement has been developed in full consultation with all employees affected by its content. The aim of the Agreement is to provide a safe and supportive work environment for City employees where individual and collective achievement is acknowledged, appropriate training and development is provided, and flexible work opportunities are provided to meet work-life priorities.
- 7.4 The following statements are designed to capture the essence of the relationship the City will endeavour to maintain with its workforce, and which underpin the spirit and ambition of the Agreement:
 - a) The commitment and professionalism of our employees is central to our organisational achievements. The talent and experience of our workforce enables us to progress our strategic goals;
 - b) A high performing organisation relies on a genuine partnership and trust between the City and its employees;
 - c) Making the connection between the day to day work of employees and the contribution to the City's broader goals;
 - d) A commitment to continuous improvement and the delivery of high quality customer services;
 - e) Fairness and equity with avenues for participation and review of decisions;
 - f) The provision of developmental opportunities that address learning from both an individual and organisational perspective;
 - g) Finding flexible solutions that address work-life balance issues for all employees whilst still meeting organisational needs.
 - h) The City is committed to effective communication with employees and processes will be put in place to keep all affected employees fully informed of, and involved in, the changes proposed to achieve the objectives of this Agreement.

8. DEFINITIONS

Unless otherwise defined:

City:	Means the City of Joondalup and its successors.
Comparable Position:	Means similar status, pay, skills and competency base.
Commission:	Australian Industrial Relations Commission, or its successor.
Community Services Officer (Welfare and Ancillary Services):	Means an employee whose role is to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support, services, income, welfare, employment, education, health, housing, children's, youth, aged and domiciliary services, or who is primarily concerned with the social and living standards in the community.
Community Services Officer (Recreation):	Means an employee whose role is to initiate, co-ordinate, encourage, promote or conduct recreational activities within a community or Leisure Centre.
Community Services Officer (Arts):	Means an employee whose role is to raise the community's awareness of existing programs, exhibitions, events, groups and organisations relative to arts and to encourage a positive and continuing interest in the arts within a community.
Continuous Shift Employee:	Means an employee who rotates through 24 hr/7 day shifts for services provided by the City.
Employee:	Means an employee who is an employee of the City.
Law Enforcement Officer:	Means an employee whose role is to patrol, within the geographical confines of the City, for the purpose of watching, protecting or inspection of all property belonging to the City and/or to enforce 1 or more of the City's By-Laws or any Acts of Parliament which the City is empowered to enforce.
Manager:	Means an employee designated as a Manager whose terms and conditions are governed by a written maximum term contract.
Maximum Term Contract:	A maximum term contract is a contract of employment which provides for a maximum period of time for the employment. Once the contract of employment reaches the maximum term specified it will automatically expire. However the contract may be terminated prior to the expiration of the maximum period of time in accordance with the provisions contained within the contract.

Roster:	A schedule of dates that the employees work including start and finish times.
Senior Officer:	Means a senior employee as defined by the Local Government Act 1995.
Supervisory Officer:	Means an employee whose role is to supervise and control a section (or sections) of the City's outside workforce and may be required to participate in the preparation of budgets and estimates.
WRA:	Means the Workplace Relations Act (Commonwealth) 1996.

9. CONTRACT OF EMPLOYMENT

9.1 Full-time

A full-time employee works the standard ordinary hours of the City in accordance with Clause 19 – Hours of Work and Related Matters.

9.2 Part-time/Job Sharing

- a) A "Part-time employee" regularly works less than the standard ordinary hours in any week.
- b) A part-time employee shall receive payment for salary and paid leave as prescribed by this Agreement on a pro rata basis in the same proportion as the number of hours usually worked each week bears to the standard ordinary hours prescribed for the classification of work performed.
- c) By agreement the City and employee may vary the agreed hours of work. In the event that the City seeks to vary the agreed hours of work without the consent of the employee the appropriate notice in Clause 10 - Notice of Termination of this Agreement will be given. Provided, however, that the City and the employee may agree to a lesser period of notice.

9.3 Casual Employment

- a) A casual employee is employed on an hourly basis, with the contract of employment ending after each period of engagement.
- b) A casual employee will be paid an hourly rate determined by adding a loading of 20% to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.
- c) A casual employee is not entitled to the benefits of Clause 24 - Annual Leave, Clause 25 - Personal Leave, and Clause 27 - Public Holidays, of this Agreement.

9.3.1 Caring Responsibilities

- a) Casual employees are entitled to be unavailable to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected

emergency, or the birth of a child or upon the death in Australia of an immediate family or household member.

- b) If a casual employee accesses the provisions of this clause they must provide the correct notice and evidence in line with Clause - 25 Personal Leave.
- c) The City and the employee will agree on the period that the casual employee is entitled to be unavailable to attend work. If there is no agreement, the casual employee is entitled to be unavailable to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period that they are unavailable.
- d) The City must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the City to engage or not to engage a casual employee are otherwise not affected.

9.4 Fixed Term Contracts

- a) Fixed term contracts apply to an employee engaged for a specific project or for a specific period which the City indicates at the time of engagement is not ongoing.
- b) A fixed term contract may have a renewable clause that can be agreed between the City and the employee.
- c) A fixed term employee may be employed on a full or part-time basis.

9.5 Trainees

- a) The City may engage employees under traineeship arrangements which shall be subject to applicable Western Australian training legislation.
- b) Where the training legislation is inconsistent with this Agreement, the training legislation will prevail.

10. NOTICE OF TERMINATION

- a) Subject to the provisions of the Local Government Act 1995, as amended, and the Health Act 1911, as amended either the employee, excluding casual or probationary employee, or the City may provide written notice of termination in accordance with the following table:

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

- b) If the employee is over 45 years of age with 2 or more years of Continuous Service with the City, the City will give the employee an additional 1 week's notice.

- c) The services of a probationary employee shall be terminated by 1 week's written notice given on any day by either side.
- d) The services of a casual employee shall be terminated by 1 hour's notice given on any day by either side.
- e) Continuous service is defined in Clause 10.2 of this clause.
- f) The City may, in its absolute discretion, terminate the employee's employment by:
 - i. Making a payment in lieu of the notice period set out in Clause 10 b) of this clause;
 - or
 - ii. By giving part of the notice period set out in Clause 10 b), and by making part payment in lieu of the balance of the notice period.
- g) If the employee fails to give the City the proper notice, the City may deduct and retain monies equal to the value of the number of days for which notice was not given.
- h) The period of notice in this clause does not apply:
 - i. In the case of dismissal for serious misconduct;
 - ii. To apprentices;
 - iii. To employees engaged for a specific period of time or for a specific task or tasks;
 - iv. To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the Agreement.

10.1 Job Search Entitlement

Where the City has given notice of termination to an employee, an employee shall be allowed up to 1 day of paid leave for the purpose of seeking other employment. The time off can be taken at times that are convenient to the employee after consultation with the City.

10.2 Continuity of Service

Continuous service includes:

- a) Any absence of the employee from duty if leave of absence has been granted by the City;
- b) The absence of the employee on account of national service if by operation of regulation 4 of the Local Government (Long Service Leave) Regulations, the

period of absence is deemed to be included in the service of the employee for the purposes of these regulations;

- c) There being a period of time between the employee leaving the service of 1 local government and entering the service of another local government if the period is used for recreation leave or as travelling time and does not exceed;
 - i. the period in respect of which payment has been made by the first mentioned local government in lieu of the employee's accrued and pro rata leave entitlements; or
 - ii. 2 weeks;

Whichever is longer.

11. APPOINTMENT AND PROBATION

- 11.1 If the employee is a new employee, they will initially be employed for 3 months on a probationary basis. The probationary period is not intended to affect the duration of any 'qualifying period' under the WRA.
- 11.2 The 3 month probationary period may be extended by up to a further 3 months probation if the employee has received performance counselling prior to the extension. The entire period of probation will not extend beyond 6 months from the initial start date.
- 11.3 The employee will not be offered ongoing employment if they do not complete the probationary period satisfactorily.
- 11.4 The City may waive the probationary period before it is completed if it is satisfied that the employee is sufficiently skilled, and that the employee is suitable for ongoing employment.
- 11.5 After the successful completion of the probationary period the employee shall be notified in writing that they have continuing employment status.

12. SALARIES AND RELATED MATTERS

- a) Employees shall be paid in accordance with Schedule 1.
- b) The level at which an employee is to be paid is determined by the classification descriptors set out in Schedule 7.
- c) Trainees are paid at Level 1 in accordance with Schedule 7.

12.1 Payment of Salaries

- a) Payment of salaries will, at the discretion of the City, be made at least fortnightly.
- b) For the purpose of the calculation and payment of salaries, the weekly salary will be calculated as 1/52nd of an annual salary.

- c) Salaries shall be paid into a bank account or any other account, nominated and available to the employee. Nothing in this clause shall prevent the City and an employee from adopting a mutually agreed alternative method of paying salaries each pay period.

12.2 Incremental Progression

- a) At the conclusion of each 12 month period following appointment to their classification or entry into a classification level, employees will be eligible for incremental progression if:
 - i. The employee has given satisfactory service over the preceding 12 months.
 - ii. The employee has acquired and is required by the City to utilise new and/or enhanced skills within the ambit of the level definition for their position or other skills where agreed at the performance review, and this has been certified in writing following, and as part of, the assessment process.
 - iii. In cases where the review is delayed the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.
 - iv. Movement to a higher level or classification shall only occur by way of promotion or reclassification.

13. CLASSIFICATION/RECLASSIFICATION OF POSITIONS

- 13.1 Positions will be evaluated, considered and classified in accordance with the level definitions in Schedule 7. Position Descriptions will be used as the primary source of classifying positions.
- 13.2 An employee may make a written request for a position reclassification on an annual basis or at the time of performance review.
- 13.3 Where there are deemed to be exceptional circumstances an application may be lodged at any time.
- 13.4 Should an employee be successful in their position being reclassified the date of effect shall be the date of lodgement of the application.
- 13.5 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in Schedule 7 as follows:
 - a) Significant and identifiable changes in the nature and work value of the duties performed.
 - b) Significant increases in responsibilities.
 - c) Significant change in the skills, knowledge and experience required to undertake the duties.

- 13.6 Within 4 weeks of receipt of the application, the City will supply the employee with a written response detailing the outcome of the application.
- 13.7 The employee may request a representative to be party to any discussions.
- 13.8 On initial appointment of an employee, the City shall give consideration to an employee's previous relevant experience in order to ascertain the appropriate salary increment for the position.

14. MOTIVATIONAL REWARDS

The City recognises the efforts of employees that undertake activities beyond their normal duties. Employees who demonstrate levels of additional quality service will be considered for individual or team rewards. These rewards are in addition to incremental progression and Agreement entitlements. The aim is to:

- a) Motivate employees to improve productivity and organisational culture.
- b) Encourage valuable employees to remain within the City.
- c) Reward employees in a fair and equitable manner based upon merit.

15. SALARY PACKAGING

- 15.1 Notwithstanding the rates of pay in this Agreement, an employee can enter into negotiations with the City to individually salary package that may result in the cash component of their salary being reduced.
- 15.2 Negotiated salary packages shall be established as a separate written agreement between the employee and the City, setting out the terms and conditions as outlined in Schedule 2 – Salary Packaging.
- 15.3 Withdrawal from the salary packaging agreement by the employee shall be notified in writing to the City and shall be effective immediately, in accordance with the terms of the agreement.
- 15.4 Only salary packaging arrangements that have approval of the Australian Taxation Office can be entered into.

16. RELIEVING AND HIGHER DUTIES

- 16.1 An employee directed to perform higher duties for a continuous period of at least 5 working days and, who satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed will be paid the minimum salary of the higher classified position during the whole time performing such duties.
- 16.2 An employee directed to perform higher duties applicable to the higher classified position on any subsequent occasion, will only have to perform those duties for 1 working day or more to become entitled to the minimum salary of the higher classified position. This does not apply to any position that has negotiated a salary which takes into consideration the need to deputise.

- 16.3 An employee who is required to carry out only a part of the duties of the higher position will be paid a rate agreed between the employee and the City. Any dispute arising out of this clause shall be resolved in accordance with Clause 37 – Consultation and Dispute Resolution.

16.4 Higher Duties and Leave

An employee being paid higher duties who commences annual or personal leave, will receive any payment to which they are entitled at the higher classification rate if the employee has been doing the higher duties continuously for at least 3 calendar months immediately preceding the taking of annual or personal leave.

16.5 Higher Duties and Overtime

An employee who works overtime when acting in a higher classified position and receiving a higher classification pay, will have overtime payments to which they are entitled paid at the higher classified rate.

16.6 Higher Duties and Appointment

- a) An employee required to carry out the duties of a higher classification continuously for in excess of 12 months, will be permanently appointed to that position.
- b) The 12 months in Clause 16.6 a) of this clause may be extended by agreement between the employee and the City.

17. ALLOWANCES

17.1 First Aid Allowance

An employee trained to perform first aid and who is a current holder of proper first aid qualifications, such as certificate from the St Johns Ambulance, shall be paid an allowance of \$461.08 per annum if they are appointed by the City to perform first aid duties.

17.2 Meals and Meal Allowances

- a) If an employee is notified the previous day or earlier that they will be required to work, then the meal allowance will not apply.
- b) If an employee as a consequence of the notification in Clause 17.2 a) provides a meal but subsequently works less overtime than the period notified, they will be paid the appropriate meal allowance prescribed by this clause, for each meal provided and not required.
- c) An employee required to work overtime for more than 2 hours (in addition to the interval taken for a meal break) before or after the normal time of commencing or ceasing duty will be provided with either:
 - i. A meal

- ii. A meal allowance of \$10.49 provided the employee is returning to work following their meal break. A meal allowance is not paid if the City reimburses the employee for their meal.
- d) After the completion of each 4 continuous hours of overtime, calculated from the end of the previous meal break, another meal will be provided or a meal allowance of \$10.49 paid provided the employee is required to work beyond each respective fourth hour.
- e) Where overtime in excess of 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 will be provided a meal or paid a meal allowance of \$10.49 on the first occasion and a further allowance of \$10.49 on each subsequent occasion in the same work period.
- f) Meal break means an unpaid period of not less than 30 minutes and not more than 45 minutes as directed by the City.

17.3 Uniform Allowance

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

17.4 Working in the Field Allowance

An employee travelling on City business who is required to stay overnight at a place other than their normal residence and is required to work in the field, will be paid an allowance of \$12.03 per day.

17.5 Travel Allowance

- a) An employee required to work overtime which commences or finishes when their normal means of private or public transport is not available at the time shall be reimbursed the cost of a taxi fare, as follows:
 - i. from the employee's home to place of employment; and/or
 - ii. from the place of employment to the employee's home.
- b) This provision also applies to an employee detained at work who is not receiving overtime payments, unless transport is provided by the City or at the City's expense.

17.6 Travelling Expense Reimbursement

The City will reimburse all reasonable travelling expenses incurred by an employee in the discharge of their duties at least once monthly. The method and mode of travelling or the vehicle to be supplied shall be mutually arranged between the City and the employee concerned.

17.7 Use of Employee Vehicle

- a) An employee requested and authorised to use their own motor vehicle in the course of their duties, will be paid an allowance not less than that prescribed in the following table:

Area and Details	Engine Displacement (in cubic centimetres)		
	Over 2600cc	Over 1600-2600cc	1600cc and under
	Cents per km	Cents per km	Cents per km
Metropolitan Area	89.5	64.5	53.2
South West Land Division	91.0	65.4	54.0
North of 23.5 South Latitude	98.6	70.6	58.3
Rest of the State	94.3	67.5	55.6
Motor Cycle	Cents per km		
Distance travelled	31.0		

- b) An employee required to report for duty at a location other than their normal location, will only be paid travelling expenses for the distance that the journey exceeds the distance the employee normally travels to and from work.

17.8 Increases in Allowances

For the life of this Agreement, the allowances set out in Clause 17 will be adjusted in accordance with the average Perth CPI rates of the 4 quarters for the period 1 July to 30 June as supplied by the Australian Bureau of Statistics.

18. SUPERANNUATION

18.1 Eligible employees will receive superannuation entitlements in accordance with the Superannuation Guarantee (Administration) Act 1992.

18.2 In addition:

- a) Eligible employees who commenced employment with the City prior to 26 March 2002 and who voluntarily contribute up to 6% to superannuation will have their voluntary contribution matched by the City up to a maximum of 6%. Once an employee contributes 5% or more, the City will contribute 6%.
- b) Eligible employees who commenced employment with the City on or after 26 March 2002 and who voluntarily contribute up to 5% to superannuation will have their voluntary contribution matched by the City up to a maximum of 5%.
- c) Notwithstanding what is provided for in this clause, all superannuation arrangements must comply with the requirements of the Local Government Superannuation Scheme Trust Deed for superannuation.

19. HOURS OF WORK RELATED MATTERS

19.1 Ordinary Hours

- a) Unless stated elsewhere in this Agreement, the average ordinary working hours will be 38, worked by mutual agreement, Monday to Friday between the hours of

7:00 a.m. and 6:00 p.m. with a minimum break of 30 minutes for lunch which shall be allowed no longer than 5 hours after commencement.

- b) The average hours of work will not exceed 38 hours per week to be worked on 1 of the following bases, or such other cycles as agreed between the City and employees which produces an average of 38 hours per week:
- 38 hours over 7 consecutive days.
 - 76 hours over 14 consecutive days.
 - 114 hours over 21 consecutive days.
 - 152 hours over 28 consecutive days.

19.2 Ordinary Hours for Specified Areas

- a) The following existing arrangements will apply to the specified areas:
- i. The ordinary hours for Rangers are outlined in attached Schedule 3.
 - ii. The ordinary hours for Library and Information Services employees are outlined in attached Schedule 4.
 - iii. The ordinary hours for Leisure Centre employees are outlined in attached Schedule 5.
 - iv. The ordinary hours for Governance & Marketing employees are outlined in attached Schedule 6.
- b) These arrangements may be altered in accordance with Clause 19.6.

19.3 Supervisors of Outside Workforce

The ordinary hours of duty for Supervisors may be the same as those employees over whom they supervise.

19.4 Community Service Officers

The ordinary hours of duty of Community Services Officers defined in Clause 8 - Definitions of this Agreement, shall not exceed an average of 38 per week, to be worked within a spread of 10 hours on any day Monday to Sunday which shall include a meal break not exceeding 1 hour's duration.

19.5 Information Technology Employees

The ordinary hours of duty of employees engaged in Computer Operations shall not exceed an average of 38 per week to be worked between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday and 7:00 a.m. to 12:00 noon Saturday, and within a daily spread of 10 hours with the provision of a meal break of not less than 30 minutes within that spread of hours.

19.6 Alternative Working Arrangements

The City and employee(s) may agree to an alternative arrangement of how ordinary hours may be worked. Where the agreement affects more than 1 employee, the

majority of employees affected must genuinely agree to the change. All agreements shall be in writing indicating the employees affected and the terms of the agreement.

19.7 Display of Roster

Rosters that employees are working shall be prominently displayed at the place of work in a position accessible to the employees concerned.

19.8 Change of Roster

Employees shall be provided with at least 72 hours notice of any change in roster. A lesser notice period can be agreed between the employee and the City.

19.9 Flexible Working Hours Arrangement

The City seeks to assist employees to better balance their work and personal needs by introducing additional work flexibility, by agreement between the City and the individual employee, balanced against the needs of providing customer service and meeting operational requirements.

19.9.1 Flexible Starting and Finishing Times

To allow employees to start earlier and finish later or start later and finish earlier to both suit family responsibilities or other personal commitments as agreed by the City, and meet work commitments, employees by agreement may start in the ordinary span of hours from 7.00 a.m. and finish up to 7.00 p.m. Overtime rates do not apply to work within the span of hours.

19.9.2 Flexitime

This arrangement allows employees to accumulate extra hours worked to take time off in lieu of payment, for instance to accrue sufficient hours to have an accrued day off. Hours are recorded via timesheets and "settled" every 8 weeks (304 hours cycle).

19.9.3 Credit Hours

Hours worked in excess of the 304 hours during the settlement period can be carried forward to the next settlement period (credit hours). A maximum of 16 hours can be carried forward. Hours in excess of the 16 hours will be lost, although in exceptional circumstances the Business Unit Manager may approve accumulation of more credit hours.

19.9.4 Debit Hours

- a) An employee may record a deficit at the end of the settlement period which shall be made up in the following settlement period. Employees can only carry forward a maximum of 8 debit hours to the next settlement period. Should the debit hours not have been made up in the next settlement period, then the equivalent salary for hours in debit will be deducted from the next most immediate pay, although in exceptional circumstances the Business Unit Manager may approve to accommodate the accumulation of more debit hours.
- b) An employee whose employment with the City is terminating, and who has debit hours recorded will either:

- i. make up the debit hours before their termination date or;
- ii. have those debit hours deducted from any final payment.

19.9.5 Conditions

The flexible working hours arrangement is subject to the following conditions:

- a) Arrangements are subject to prior approval of the Business Unit Manager and can be changed based upon particular operational requirements
- b) All Business Units must be staffed in normal office hours to ensure service levels are maintained.
- c) Flexible working hour's arrangements should not impact negatively on service delivery or on other people in Departments/teams.
- d) Not all Business Units or individual positions may have access to flexible working hour's arrangements.
- e) The number of working hours per day may vary, as agreed between employee and Business Unit Manager, but should not exceed 9 hours per day unless otherwise stipulated in this Agreement and needs to include a minimum break of 30 minutes for lunch.
- f) With the agreement of the Business Unit Manager, employees may commence work any time between 7.00 a.m. and 9.00 a.m. and cease work any time between 5.00 p.m. and 7.00 p.m.
- g) Employees cannot claim flexitime for hours worked outside of 7.00 a.m. and 7.00 p.m. When an employee is specifically directed to work outside these hours, overtime provisions in accordance with this Agreement will apply.
- h) Employees are required to be on duty each working day during core times of 9.00 a.m. to 12.00 noon and 2.00 p.m. to 5.00 p.m. except when on approved leave or when an accrued day off has been approved, or the Business Unit Manager approves alternate working hours that affect the core times for an employee/s.
- i) Employees are responsible for accurately recording their working hours and Business Unit Managers are responsible for checking timesheets at the conclusion of each settlement period. Employees falsifying entries on time sheets may, in addition to other action taken against them, be subject to disciplinary action.

19.10 Banking of Hours

- a) Notwithstanding the provisions of Clause 19.1 a) banking of ordinary hours is a flexible work arrangement whereby an employee will be able to work additional hours and bank time over a period of up to 12 months to enable the employee to have the time off at a later stage.
- b) Although working hours may not have a regular weekly pattern, an employee's annual income is protected because the overall number of hours is maintained.

- c) For employees of Ranger Services, the agreed working hours, inclusive of annual leave entitlements shall not exceed 2,080 ordinary hours in any 1 year.
- d) For all other employees, the agreed working hours, inclusive of annual leave entitlement shall not exceed 1,976 ordinary hours in any 1 year.
- e) Part-time employees who bank their ordinary hours will be paid on an average basis per fortnight for the purposes of a regular wage and at the end of each 12-month period or last pay period prior to the end of the financial year; the total hours worked will be calculated against the minimum annual contractual hours.
- f) Hours worked are not to exceed 60 ordinary hours in a week or 12 hours in a day.
- g) Where the employee or the City wishes to vary the agreement, the other party shall give due consideration to the request. Any variation to the agreement shall only be made upon the consent of both parties and shall be in writing. If agreement cannot be reached, the matter may be taken up by either party in accordance with Clause 37 Consultation and Dispute Resolution.

20. ADDITIONAL RATES FOR ORDINARY HOURS OF WORK

- 20.1 Unless otherwise stated in this Agreement including the Schedules, employees specified in Clause 20.3 who perform ordinary hours of work between the hours of 6:00 p.m. and 7:00 a.m., Monday to Friday inclusive, shall be paid an additional loading of 15% for each hour worked or part thereof.
- 20.2 Unless otherwise stated, employees specified in Clause 20.3 who perform ordinary hours of work on a weekend, shall be paid:
 - a) An additional loading of 25% for each such hour performed on a Saturday
 - b) An additional loading of 50% for each hour worked on a Sunday.
- 20.3 Unless otherwise prescribed in this Agreement, Clauses 20.1 and 20.2 apply to Law Enforcement, Recreation Clerical employees, Information Technology Employees.
- 20.4 Law Enforcement Officers who agree to work ordinary hours over more than 5 consecutive days shall be paid a loading of 15% on all ordinary hours.
- 20.5 Where 2 or more additional rates under this Agreement apply the employee will be paid the higher of the rates.

21. SHIFT WORK

- 21.1 The following definitions apply for this clause:
 - i. **Day shift** – means any shift starting at or after 7.00am and finishing at or before 6.00pm.
 - ii. **Afternoon shift** – means any shift finishing after 6.00pm and at or before midnight.

- iii. **Night shift** – means any shift finishing after midnight and at or before 7.00am.
- 21.2 This clause applies to shift work whether continuous or otherwise rostered to work ordinary hours different to those provided under Clause 19 - Hours of Work.
- 21.3 The ordinary hours of an employee on shift work will not exceed 38 hours per week, or an average of 38 hours over a 2, 3 or 4 week work cycle.
- 21.4 Where a shift commences at or after 11.00pm on any day, the whole of that shift will be deemed to have been worked on the following day.
- 21.5 A shift employee, on afternoon or night shift, will be paid 15% more than their ordinary rate of pay.
- 21.6 Unless otherwise specified in this Agreement, all work performed on a rostered shift, when the major portion of the shift is on a Saturday, Sunday or a public holiday, will be paid for as follows:
- Saturday** – at the rate of time and 1 half.
- Sunday** – at the rate of time and 3 quarters.
- Holidays** – at the rate of double time and 1 half.
- These rates shall be paid in lieu of the shift allowances in Clause 21.5.
- 21.7 A continuous shift employee not required to work on a public holiday which falls on their rostered day off will be allowed a day's leave with pay to be added to annual leave or taken at some other time if the employee agrees.
- 21.8 A shift work roster will be prominently displayed at the workplace in a position accessible to the employees concerned. Employees will be provided with at least 72 hours notice of any change in roster but a lesser period can be agreed between the City and employee.
- 21.9 Where any particular process is carried out in shifts other than day shift, and less than 5 consecutive afternoon or 5 consecutive night shifts are worked on that process, then employees employed on such afternoon or night shifts shall be paid at overtime rates.
- 21.10 The sequence of work shall not be deemed to be broken under the preceding clause by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any public holiday.

22. OVERTIME

22.1 Penalties

- a) Overtime is all work performed in excess of the ordinary hours on any day, or outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours and unless otherwise stated, will be paid at time and a half for the first 2 hours of overtime on any day and double time thereafter.

- b) Unless otherwise specified in this Agreement, all time worked after twelve noon on Saturday and all time worked on Sunday will be paid at double time.
- c) All time worked on a public holiday as prescribed in Clause 27 - Public Holidays, outside ordinary hours will be paid at double time and a half.
- d) Rostered overtime means a particular type of work the City requires to be done on a regular basis that necessitates 1 or more person being put on a roster.
- e) Where employees are required to carry out rostered overtime, the roster will be displayed at the workplace in a position accessible to the employee concerned. Employees will be provided with at least 72 hours notice of any change in the roster but a lesser period of notice can be agreed between the City and the employee.

22.2 Authorisation

No overtime will be worked without prior approval of the employees Business Unit Manager or Supervisor unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

22.3 Payment for Recall

- a) An employee recalled to work overtime, whether notified before or after they leave the City's premises, will be paid for a minimum of 3 hours work at the appropriate rate for each time they are recalled. The employee is not required to work the period they are paid for under this clause if the work they are recalled to perform is completed in a shorter period.
- b) Payment for recall does not apply when the overtime worked is continuous with the commencement or completion of ordinary working hours or rostered overtime.
- c) Where an employee is called out for duty more than once within the period of 3 hours from the start of the initial call-out for duty, the employee is not entitled to any further payment for time worked within that 3 hour period.
- d) Where the overtime worked extends beyond the minimum period of 3 hours, payment will be made for the actual time worked at overtime rates.
- e) An employee, who is required by the City to attend a meeting which commences outside of, or is not continuous with, their ordinary hours of duty and who is advised of this requirement before their actual knock-off time on the day in question, shall be paid as for a minimum of 2 hours' work at the ordinary hourly rate of pay.

22.4 Time-in-lieu

- a) By agreement between the City and the employee, time off during ordinary hours can be granted instead of payment of overtime. The time off will be equivalent to the amount of overtime worked multiplied by the appropriate penalty rate and may be added to annual leave or taken at a mutually convenient time.
- b) If accumulated time-in-lieu is not taken within a period of twelve months, the City may elect to pay out the employee at the appropriate penalty rate and at the classification rate that the employee worked the overtime.

- c) If an employee, upon termination, has time-in-lieu owing, it will be paid at the rate it was accrued.

22.5 Ten Hour Break

- a) An employee who works so much overtime between the end of their ordinary work on 1 day and the start of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times will subject to Clause 22.5 c) be released after the completion of the overtime until they have had 10 hours off duty without loss of pay for ordinary working time occurring during the absence
- b) A period less than 10 hours may be agreed between the City and the employee.
- c) If the employee is instructed to resume or continue work without having a 10 hour break, or agreed lesser period the employee will be paid at double time until released from duty for 10 consecutive hours, and will be entitled to be absent until the employee has had 10 consecutive hours, or agreed lesser period off duty without loss of pay for ordinary working time occurring during the absence.

22.6 Agreed Allowance in Lieu of Overtime

The employee and the City may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime penalties, provided the employee does not receive a benefit less than provided for in this clause.

22.7 Reasonable Overtime

- a) Subject to Clause 22.7 b) the City may require an employee to work reasonable overtime at overtime rates.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - i. any risk to employee health and safety;
 - ii. the employee's personal circumstances including any family responsibilities;
 - iii. the needs of the workplace;
 - iv. the notice (if any) given by the City of the overtime and by the employee of their intention to refuse it; and
 - v. any other relevant matter.

23. STANDBY FOR WORK

When an employee is required to hold over in readiness for a call to work after ordinary hours, the employee will be paid at ordinary rates for the time the employee is held in readiness.

24. ANNUAL LEAVE

24.1 Period and Payment of Leave

- a) Unless otherwise stated, full-time employees are entitled to 152 hours leave paid in accordance with Clause 24.1 a) annually after twelve months' continuous service with the City. The City and employee may agree on alternative arrangements for taking the leave.
- b) Subject to this clause, an employee's entitlement to annual leave accrues on the basis at the rate of 1/13 of the number of ordinary hours during each 4 week period. Annual leave does not accrue during any period of unpaid leave.
- c) The annual leave entitlement in Clause 24.1 a) will be proportionate for part time employees.
- d) An employee before going on leave will be paid the ordinary salary they would have received for the ordinary time they would have worked had they not been on leave during the relevant period.
- e) Any untaken leave in 1 year accumulates to the next year.
- f) During a period of annual leave an employee will receive a loading of 17.5% or the appropriate shift loading, whichever is the greater, calculated on the rate of ordinary salary prescribed by this Agreement.
- g) The loading in Clause 24.1 f) will not apply to proportionate leave on termination. Proportionate leave refers to leave accruals for part of a 12 month period.
- h) By agreement between the City and employee, the loading may be cashed out and included as a component in the employee's salary.

24.2 Annual Leave and Public Holidays

1 day will be added to an employee's annual leave when a prescribed holiday falls within an employee's period of annual leave on a day the employee would have normally worked.

24.3 Leave on Termination

After 1 month's continuous service if an employee leaves their employment or their employment is terminated by the City, the employee will be paid any untaken accrued annual leave that has been credited to the employee.

24.4 Absence from Work

Any time an employee is absent from work, other than when they are entitled to claim paid leave or time spent on public holidays as prescribed by this Agreement, will not count when determining annual leave entitlements.

24.5 Taking of Leave

- a) Annual leave shall be taken within 6 months of the date upon which the leave is fully accrued. Fully accrued leave is that leave which is due to an employee after 12 months continuous service.
- b) Annual leave may be taken at mutually agreed times or as directed by the City provided 4 weeks notice is given by either party. Directed leave may only apply to fully accrued leave.
- c) Failure by the employee to take annual leave in accordance with Clause 24.5 a) must be supported in writing giving reasons for the delay and the date of expected leave being no greater than 6 months. Approval must be obtained from the City.
- d) Commencing 1 July 2006 the annual leave and annual leave loading salary rate shall be pegged at the rate due to the employee 6 months after the annual leave is fully accrued unless otherwise agreed to by the City.

24.6 Christmas Close-down

- a) If the City observes a Christmas close-down for 1 or more sections of its workforce, the City may require an employee to take annual leave in not more than 2 periods. The period of annual leave may be less than 1 week. Alternatively, at its discretion, the City will provide employees with 3 months notice of the close down so that an accumulation of banking of hours can occur to cover this period of absence.
- b) If the employee does not have sufficient annual leave or banked hours accrued, the employee is required to take leave without pay.
- c) In extraordinary circumstances the City may agree in writing for annual leave to be taken in advance on condition that if employment is terminated by either party, monies will be paid back to the City equivalent to the annual leave taken in advance but not accrued. The City will deduct monies from the employee's final termination payment or, if there are insufficient entitlements, the employee will undertake to payback the City within 1 month of termination of employment.

24.7 Annual Leave and Parental Leave

An employee granted leave under Clause 29 - Parental and Adoption Leave of this Agreement, may at the commencement of such leave utilise any pro rata leave accrued under this clause. In this case the loading referred to in Clause 24.1 f) is not payable until the whole leave entitlement is accrued.

24.8 Additional Weeks Leave

- a) Environmental Health Officers will be given 1 week's additional annual leave, 38 hours for a full-time employee, (as compensation for other circumstances of employment) with payment of ordinary salary after a period of 12 months' continuous service with the City.
- b) Where an Environmental Health Officer is employed for part of a qualifying twelve monthly period, they will be entitled to have the period of annual leave to which

they are entitled under this clause increased by 1/12th of a week for each completed month they are continuously employed.

- c) The additional leave will not apply where the additional leave is incorporated in provisions of the employee's salary package.
- d) An employee may elect to convert the 17.5% annual leave loading and the 2 days in lieu as prescribed in Clause 27.10 b), to an additional 5 days of annual leave per year to be added to their annual leave entitlement.
- e) If an employee elects to make the conversion detailed in Clause 24.8 d) those arrangements will apply for the duration of their employment with the City.

24.9 Cashing Out of Annual Leave

- a) An employee can apply in writing to cash out 10 days of their accrued annual leave in any 12 month period.
- b) An application to cash out annual leave under Clause 24.9 a) is subject to Business Unit Manager approval.
- c) In granting approval the Business Unit Manager will consider issues such as occupational, safety and health, budget implications and operational requirements.

24.10 Self-Funded Annual Leave

An employee and the City may agree in writing upon the following self-funded leave arrangements in accordance with endorsed protocols as amended:

- a) 50/52 weeks - 2 weeks additional leave funded through the year by employee.
- b) 48/52 weeks - 4 weeks additional leave funded through the year by employee.
- c) 4/5 years - 5th year off funded by the employee over previous 4 years.
- d) Leave Without Pay.

24.11 Employees Exempted

This clause does not apply to casual employees.

25. PERSONAL LEAVE

The provisions of this clause apply to full time and part time employees (on a pro rata basis) but not to casual employees. The entitlements of casual employees are set out in Clause 9 – Contract of Employment, Clauses 9.3 to 9.3.1 inclusive.

25.1 Definitions

Immediate family for the purpose of this clause includes:

Employee's (other than a casual employee) spouse (including a former spouse, a defacto spouse and a former defacto spouse), parent (including former guardian),

brother, sister, father-in-law, mother-in-law, grandparent, same sex partner, child, or adult child (including an adopted child, step child, foster child or ex nuptial child), or the child, grandparent, grandchild or sibling of the employee's spouse, and a person who live with the employee as part of their household. "Household" means any other person who lives/lived with you as a member of your family.

25.2 Amount of Paid Personal Leave

- a) Paid personal leave is available to an employee when they are absent:
 - i. Due to personal illness or injury.
 - ii. For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave) or who requires care in an unexpected emergency.
 - iii. To supplement the Compassionate Leave provisions of this Agreement.
- b) The amount of personal leave a full-time employee is entitled to depends on how long they have worked for the City as indicated below (pro rata applies for part-time employees):

Length of time worked for the City	Personal leave (hrs)
On commencement	76
On commencement of 2nd and 3rd year of continuous service	76
On commencement of 4th and subsequent years	91.2

25.3 Accumulation of Personal Leave

Any unused personal leave during the year is added to the next year's balance of personal leave.

25.4 Personal Leave to Care for an Immediate Family or Household Member

The entitlement in Clause 25.2 a) (ii) is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

25.5 Employee Must Give Notice

- a) Before taking personal leave, an employee must advise their supervisor prior to the commencement of their next rostered starting time, unless they have a good reason for not doing so.
- b) When taking personal leave for personal illness or injury, the notice must include:
 - i. the nature of the injury or illness (if known); and
 - ii. how long the employee expects to be away from work.

- c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the City by telephone (and not by text message or email) at the first opportunity.
- d) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - i. the name of the person requiring care and support and their relationship to the employee;
 - ii. the reasons for taking such leave; and
 - iii. the estimated length of absence.

25.6 Evidence Supporting Claim

- a) When taking leave for personal illness or injury, the employee must, if required by the City, produce a medical certificate or statutory declaration that proves the employee was unable to work because of injury or personal illness.
- b) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the City, produce a medical certificate or statutory declaration, that proves the illness of the person concerned and that such illness requires care by the employee.
- c) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the City produce documentation acceptable to the City or a statutory declaration, stating the nature of the emergency and that the emergency resulted in the person concerned requiring care by the employee.

25.7 Circumstances where Personal Leave is not applicable

An employee receiving workers' compensation payments is not entitled to personal leave.

25.8 Portability of Personal Leave

- a) Subject to the following conditions, an employee is entitled to transfer accumulated personal leave credits from the City to another employing local authority or from another employing local authority to the City.
- b) The right to transfer accumulated personal leave depends upon the following conditions:
 - i. the amount of accumulated personal leave being transferred will not exceed 8 weeks (304 hours);
 - ii. the employee will produce to the City a record, certified by the immediately preceding Local Authority, showing the amount and source of the personal leave being transferred; and

- iii. the employee's service between the City and such local authorities shall be continuous service. The term continuous service shall have the same meaning as attaches to that term in the Local Government (Long Service Leave) Regulations.
 - iv. The future local authority, following employment with the City, having provisions that cover portability of personal leave.
- c) Transferred accumulated personal leave credits, cannot be used by the employee concerned until the personal leave credits accrued at the City have been exhausted.

25.9 Personal Leave During Annual Leave

- a) The provisions of this clause apply to an employee who suffers personal ill health or injury during the time when they are on annual leave.
- b) An employee may apply for and the City shall grant paid personal leave in place of paid annual leave if:
 - i. the employee was confined to their place of residence or a hospital as a result of their personal ill health or injury for a period of 5 consecutive working days or more, and
 - ii. the employee produces a certificate from a registered medical practitioner confirming they were confined, and
 - iii. the employee has enough personal leave entitlement to cover the period claimed.
- c) Application for replacement needs to be made within 7 days of resuming work.
- d) The paid annual leave replaced will be added back to the employees annual leave entitlement to be taken at a later date, or paid out should the employee's services be terminated.
- e) The employee will keep any annual leave loading paid, and loading will not be paid on the replaced annual leave when it is taken by the employee.
- f) Replacement of paid annual leave with personal leave will not be made for part days.
- g) The provisions of this paragraph do not relieve the employee of the obligation to advise the City in accordance with Clause 25.5 if they are unable to attend for work on the working day next following their annual leave.

25.10 Unpaid Personal Leave

- a) Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- b) The City and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days (up to a maximum of 16

hours) of unpaid leave per occasion, provided the requirements of Clauses 25.5 to 25.7 inclusive are met.

25.11 Payment of Unused Personal Leave on Termination

- a) After 5 years service and upon termination, retirement or redundancy, the employee will be entitled to a pay out of accumulated personal leave at a rate 5% of the accumulated personal leave to a maximum amount of \$3,000.
- b) Where an employee leaves the City for another organisation where portability of personal leave is permitted, this clause shall not apply.

25.12 Short Term Leave

- a) Short-term leave may be taken in units of a maximum of 4 hours per week and a total of forty (40) hours per annum. Short-term leave is taken from an employees existing accrued personal leave entitlement.
- b) Short-term leave must be agreed between the employee and the City.

26. COMPASSIONATE LEAVE

26.1 Employees are entitled to 2 days paid compassionate leave per occasion for the following:

- a) For spending time with a member of the employees' immediate family or household who contracts or develops a personal illness, or sustains a personal injury that poses a serious threat to their life. The leave can be taken at any time during and while the injury or illness persists.
- b) After the death of a member of the employees' immediate family or household.

26.2 For the purposes of this clause "immediate family" means:

Employee's (other than a casual employee) spouse (including a former spouse, a defacto spouse and a former defacto spouse), parent (including former guardian), brother, sister, father-in-law, mother-in-law, grandparent, same sex partner, child, or adult child (including an adopted child, step child, foster child or ex nuptial child) or the child, grandparent, grandchild or sibling of the employee's spouse, and a person who live with the employee as part of their household. "Household" means any other person who lives/lived with you as a member of your family.

26.3 Unless otherwise agreed between the employee and the City, compassionate leave can be taken as a single unbroken absence of 2 days or 2 separate periods of 1 day each.

26.4 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 them and the person they are taking compassionate leave for.

26.5 The employee must also advise the City as soon as reasonably practical of their intention to take compassionate leave. Whenever possible they should advise the

City prior to the commencement of their shift and indicate the expected duration of the absence.

26.6 Where an employee is entitled to compassionate leave they will be paid the amount they would have reasonably expected to be paid had they worked during that period.

26.7 Casual employees are not entitled to leave under this clause.

27. PUBLIC HOLIDAYS

27.1 An employee is entitled to holidays on the following days - New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

27.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu will be observed on 27 December.

27.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu will be observed on 28 December.

27.4 When New Year's Day, Australia Day or Anzac Day is prescribed as a Saturday or Sunday, a holiday in lieu will be observed on the next Monday.

27.5 Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in Clause 27.1 above, those days shall constitute additional holidays for the purpose of this Agreement.

27.6 The City and its employees may agree to substitute another day for any prescribed in this clause. The consent of the majority of affected employees will constitute agreement. Any agreement will be recorded in writing and be available to every affected employee.

27.7 The National Aboriginal and Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays in this clause. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between the City and the employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with Clause - 37 Consultation and Dispute Resolution.

27.8 When a holiday mentioned in Clauses 27.1 to 27.7 inclusive other than Easter Saturday falls on an employee's rostered day off, the employee is entitled to a day in lieu to be taken at a mutually agreed time by the employee and the City.

27.9 An employee required to be on duty on any of the public holidays prescribed in Clause 27.1 to 27.5 inclusive, will be paid as follows:

a) the rate of double time and 1 half; or

b) by agreement, between the City and the employee, time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time maybe granted.

27.10 Days-in-lieu

- a) In lieu of the 2 additional holidays applicable prior to 29 February 1996, (the day after New Years Day and Easter Tuesday), the following provisions shall apply in recognition of WA public service standards.
- b) On the working day after the New Years Day holiday and Easter Tuesday each year an employee scheduled to work those days or is on paid leave is entitled to a day's paid absence in lieu for each of the 2 holidays previously observed.
- c) An employee who works a roster and is on a rostered day off on either the working day after the New Year's Day holiday or Easter Tuesday is also entitled to a day's paid absence in lieu of each of the 2 holidays previously observed.
- d) The days in lieu are to be taken in the calendar year in which they fall due and at the convenience of the City.
- e) Should either or both of these 2 paid days of absence be deleted as a public service entitlement by a further notice, regulation or legislation, the right to the paid day(s) of absence in Clause 27.10 b) shall immediately cease.

28. LONG SERVICE LEAVE

- 28.1 Unless stated in this clause, long service leave will be paid in accordance with the Local Government (Long Service Leave) Regulations
- 28.2 Employees may elect to take pro rata long service leave earned after 7 years up to the limit of that entitlement.
- 28.3 If an employee elects to take pro rata long service leave, the minimum time they can take is 1 week.
- 28.4 Half pay and double pay options do not apply when taking pro rata long service leave.
- 28.5 If an employee elects to take pro rata long service leave under Clause 28.2, their accrued entitlement after 10 years will be reduced by the amount of leave taken.
- 28.6 On completion of 10 years continuous service full-time employees will accrue long service leave at 1.3 weeks per year and may choose to take that leave on an annual basis.
- 28.7 It is the City's intention that employees use long service leave for rest and recreation, however an employee may request in writing to the City to cash out all or a portion of their accrued long service leave entitlement. Any request must be supported by reasons for the long service leave to be cashed out. Reasons may include financial hardship.
- 28.8 The City may approve the request in Clause 28.7 subject to consideration of the reasons for the request. Approval is at the City's discretion.

29. PARENTAL AND ADOPTION LEAVE

- 29.1 Parental leave will be available to employees in accordance with the provisions of the WRA.
- 29.2 12 weeks paid parental leave will be available to all employees eligible for parental leave. Where 2 parents are employed by the City only 1 parent is entitled to claim the 12 weeks paid parental leave. Paid parental leave will form part of the 52 weeks parental leave entitlement.
- 29.3 Should the provisions of the WRA, or any other piece of legislation or regulation, ever provide for paid parental leave, the City will apply the greater of the 2 paid entitlements, but not both.
- 29.4 The single unbroken period of leave (Short Paternity Leave) of up to 1 week as defined in the WRA will under this Agreement be paid leave. This paid leave is not in addition to the 12 weeks paid parental leave.
- 29.5 Paid parental leave may be taken in a lump sum at the commencement of parental leave, or paid on a fortnightly basis either at the ordinary rate over 12 weeks or at half pay over 24 weeks.
- 29.6 Part-time employees are eligible for paid parental leave paid on a pro-rata basis. The payment for the leave will be determined on the basis of the average weekly hours the employee worked in the preceding 12 months.
- 29.7 All existing entitlements will accrue during this period of paid leave.
- 29.8 Casual employees are not entitled to paid parental leave.

30. DEFENCE AND EMERGENCY SERVICES LEAVE

- 30.1 To recognise the important community role performed by the Defence Reserve and Emergency Service organisations the City will allow employees who are registered volunteer members of those organisations to respond to official emergency situations subject to this clause.
- 30.2 An emergency service is Fire, SES, Sea Rescue, Ambulance or Police.
- 30.3 Employees who are registered Emergency Service Members will be allowed paid leave to attend emergencies during ordinary working hours. Employees must provide the City with written proof of membership or registration.
- 30.4 A request seeking permission to attend an emergency during working hours will be subject to the approval of the City. The City's approval, or otherwise will be made having regard for the employee's work situation at the time of the request, however, such approval will not be unreasonably withheld.
- 30.5 Employees attending Defence Reserve training will have paid leave capped at 2 weeks in any calendar year.
- 30.6 An employee requesting Defence Reserve training leave will submit their request not less than 4 weeks before the leave to attend is required.

- 30.7 Where an employee attends an emergency outside of normal working hours, the employee shall be allowed so much paid leave as is necessary to provide a 10 hour break between having attended the emergency and commencing normal duties.
- 30.8 Where an emergency occurs outside of normal working hours and which, on account of the 10 hour break provision in Clause 30.7, precludes the employee from commencing their duties at the normal start time, the employee will make every effort at the earliest possible time to inform their immediate supervisor of the emergency having been attended and their expected time of arrival to commence normal duties.
- 30.9 Where an emergency has been attended as outlined in Clause 30.8, a subsequent application for paid leave will be:
- a) In writing and signed by the employee.
 - b) Specify the times for which paid leave is to be applied.
 - c) Be supported by certification from the Emergency Service verifying the employee's attendance at the emergency, inclusive of the times involved.
 - d) Signed by the employee's immediate supervisor and/or the Business Unit Manager.
- 30.10 Payment of approved applications will be at the rate of pay ordinarily payable to the employee, had they been at work in ordinary hours during the period to which the application for paid leave refers.
- 30.11 The paid leave provisions above are conditional upon the employee providing the City with a prior written undertaking that they, their beneficiaries or agents, will not claim against the City for any personal injury sustained and/or property damage/loss occurring from the time of being released from, and returning to City duties.
- 30.12 Defence and Emergency Services Leave does not apply to casual employees.

31. STUDY LEAVE AND ASSISTANCE

- a) Study leave is defined as meaning a period of approved leave during ordinary working hours without loss of pay. Study leave applications will be assessed and approved where appropriate by the relevant Business Unit Manager.
- b) Study leave shall be restricted to approved work related TAFE and University courses.
- c) Each case shall be assessed on its merits, based on the benefit to the employee and with a firm requirement that the study shall be of benefit to the City.
- d) Study Leave and Assistance is not available to casual employees.
- e) When approval is granted for study leave the following conditions may apply:
 - i. Paid study leave shall not exceed 5 hours per week inclusive of travel time.

- ii. Should more leave be required, application should be made to the relevant Business Unit Manager for other paid leave to be utilised and then forwarded to the Manager Human Resources.
- iii. The employee shall commit a period of their own time to the study, which is equal to the paid study leave granted.
- iv. Where possible the Director or Business Unit Manager should consult the employee as to the possibility of adopting flexible working hour arrangements to assist in their attendance.
- v. Study leave shall not adversely affect the operation of the employee's work team or job.
- vi. Paid study leave may be accumulated up to a maximum of 1 week in order to prepare for examinations.
- vii. Study leave shall be granted each semester and shall be conditional upon successful completion of each unit of study within the semester, as assessed by the organisation delivering the course.

31.1 Examination Leave

Paid examination leave shall be approved to enable employees to sit for examinations relating to a course for which study leave has been granted.

31.2 Reimbursement of Tuition Fees

- a) Reimbursement of tuition fees will apply for approved units of study only.
- b) The City will pay the full cost of tuition fees up front subject to the employee providing receipts of the expenditure.
- c) Subject to Clause 31.2 d), an employee who withdraws from or fails to pass a unit paid for by the City will be required to reimburse the City 50% of the amount of tuition fees paid for that unit within 2 weeks of withdrawing or notification of results.
- d) Where an employee withdraws from a unit within a timeframe where the tertiary institution refunds the cost of the unit, the employee will:
 - i. Where the full amount of tuition fees is refunded, immediately reimburse 100% of the tuition fees to the City.
 - ii. Where a percentage of tuition fees are refunded, reimburse the City either the amount refunded, or 50% of the tuition fee whichever is the greater.
- e) An employee whose employment terminates from the City will:
 - i. If a completed unit of study has been paid for by the City within the last 12 months of the termination date, reimburse the City 50% of the tuition fees paid.
 - ii. If a unit is being studied that at the time of termination has been paid for by the City, reimburse the City 100% of the tuition fees paid.

- f) Additional tuition fees incurred for late enrolment or late payment, or fees for the completion of repeat units will not be reimbursed.
- g) Ancillary items such as parking fees, calculators, stationery, photocopying, etc. cannot be claimed for under this clause. However, such expenses may be eligible deductions for taxation purposes. Please refer to the Australian Taxation Office for assistance.
- h) The costs of text books and costs for associated study materials cannot be claimed.

31.3 Correspondence Studies

When correspondence or "block release" study is undertaken and an employee is required to attend the institution providing the training, the paid study leave may be accumulated and applied to meet the attendance requirements of the course. When possible, evidence of these requirements shall be provided with the original application for study leave.

32. SECURITY OF EMPLOYMENT

32.1 The objective of employment security requires a multi-faceted approach, which is supported by all parties. This includes support for:

- a) A high quality service being delivered by well trained employees.
- b) A working environment in which a trained, competent workforce performs a range of functions and where employees feel comfortable, respected and able to contribute to the highest level of their skills and ability.
- c) It is recognised by the parties that these objectives can only be achieved in a co-operative work environment.
- d) Any redundancies will be managed in accordance with Clause 33 – Redundancy.

33. REDUNDANCY

- a) This clause applies when the City has made a definite decision that it no longer wishes the job the employee has been doing, done by anyone and that decision may lead to the termination of employment.
- b) This clause does not apply where employment is terminated as a consequence of conduct that justifies dismissal or in the case of casual employees, or fixed term employees whose employment is terminated by the effluxion of time or completion of specified task.

33.1 Change and Consultation

- a) The City will consult employees likely to be affected by any proposed workplace change as to the need and reason for the change if the change will result in a role being made redundant. No definite decision on the workplace change will be made until this consultation process has taken place.

- b) Following consultation, where the City has made a definite decision that it no longer wishes the job an employee/s has/have been doing to be done, and that decision may lead to the termination of employment, the City shall hold discussions with the employee/s directly affected and with their nominated representative.
- c) The City shall as soon as practicable provide in writing to the employee/s concerned all relevant information about the proposed terminations.

33.2 Transfers within the City/Alternative Employment

- a) To mitigate the effects of change that may lead to an employee's role being made redundant, affected employees will wherever possible and practical be offered a transfer to other comparable positions within the City, and also offered the necessary and reasonable training to effect a successful transition. Where an employee is offered a comparable position and chooses not to accept the comparable position, the City will not make redundancy payments.
- b) Where an employee has agreed to transfer to other duties for the purpose of avoiding redundancy, and where those duties attract a lesser rate of pay than the incumbent's previous position, the City will make up the difference between the 2 rates of pay for a period 12 months. After this time the lesser rate will apply.

33.3 Time Off to Attend Interviews and Seek Alternative Employment

In order to mitigate the effects of change, an employee who has been notified of the likelihood of redundancy shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.

33.4 Redundancy Severance Benefits

- a) Where a position has been made redundant and the employee has not been offered a comparable position, an employee will be advised of the redundancy and will receive:
 - i. 4 weeks pay in lieu of notice - in lieu of the notice periods specified in the table contained in Clause 10 b); plus
 - ii. 1 weeks additional pay in lieu of notice if over 45 years of age; plus
 - iii. 3 weeks for every completed year of service to a maximum of 52 weeks; plus
 - iv. Accrued personal leave entitlement in accordance with the formula and conditions set out in Clause 25 - Personal Leave; plus
 - v. Payment for pro-rata accrued Long Service Leave, if applicable.
 - vi. Any other applicable leave entitlements
- b) Where an employee has been employed with the City for a minimum of 5 completed years, pro rata long service leave shall be provided if the employee is not otherwise entitled to pro rata long service leave under the Local Government

Long Service Leave Regulations. All other pro rata entitlements payable under the appropriate Agreement to a terminating employee will be paid.

- c) Where an employee is made redundant and the circumstances are such that it will be extremely difficult for that employee to find another job, the City may exercise its discretion to provide additional benefits to such employees. In this event the City shall comply with requirements in the Local Government Act.
- d) The term “weeks pay” means the normal weekly salary or wage payable to the employee including any penalty rates normally paid but excluding overtime or intermittent payments. The term also includes salary specifically sacrificed for additional non-Agreement benefits but does not include the value of any non-Agreement benefit normally provided for the employee’s position.

33.5 Payment for the Loss of Motor Vehicle Usage

- a) Where a motor vehicle is considered part of an employee’s salary package, no payment will be made but the value of the motor vehicle use as determined by Mercer Human Resource Consulting for full private use or for commuting use will be divided by 52 and added to an employee’s weekly rate of pay for the purposes of determining the payment to be made pursuant to the above severance benefit. The formula to be used:
 - i. For a commuting vehicle is purchase price x 0.259 + (\$3,421) x 30%.
 - ii. For private use is purchase price x 0.259 + \$3421.

33.6 Counselling

Professional counselling services including financial counselling and outplacement will be available free of charge from the City for any employee who has been or is to be made redundant. The City shall determine who shall provide the services and the number of times the employee may attend such services. The City’s contracted employee assistance service shall be provided free of charge for all employees made redundant in accordance with Employee Assistance Program guidelines.

34. OCCUPATIONAL SAFETY AND HEALTH

- 34.1 The City is committed to implementing an effective and comprehensive occupational safety and health program, which utilises safe procedures and systems throughout the organisation. The City recognises that the safety and health of its employees are of prime importance in all aspects of its planning and operations.
- 34.2 The Occupational Safety and Health Act/Regulations provide the framework and means in which safety and health should function within all workplaces in Western Australia. Central to this is the importance of employee consultation and participation to identify and implement practicable solutions to all risks. Achieving a safe working environment requires the commitment of all employees.
- 34.3 In order to meet its duty of care and other occupational safety and health legislative requirements the City may, from time to time, direct an employee to attend a doctor of the City’s choice in order to obtain a medical opinion which assesses whether the employee is “fit for work”. This may include an assessment of the employee’s ability to competently undertake the tasks and an assessment of the health and safety risk

to the employee and other persons. An employee agrees to attend such medicals and to work cooperatively with the City and doctors in the process, particularly any return to work or rehabilitation programs which may be established.

35. EMPLOYEE TRAINING

- 35.1 The City encourages training of its employees and to that end endorses training programs that are of mutual benefit.
- 35.2 The City and employees are committed to cooperating actively to increase efficiency and productivity within the City and to enhance the career opportunities and job security through a greater commitment to training and job-related skill development.
- 35.3 Accordingly the City and employees commit themselves to:
- a) Developing a more highly skilled and flexible workforce.
 - b) Providing employees with career opportunities through appropriate training to acquire skills.
 - c) Reviewing workplace practices to ensure positions are correctly classified and employees' skills are utilised to the fullest extent practicable.
- 35.4 The City will develop training programs consistent with:
- a) The size, structure and nature of the operations of the City.
 - b) The current and future skill needs of the City and its employees.

36. FURTHER INITIATIVES TO BE DEVELOPED UNDER THIS AGREEMENT

- 36.1 During the life of this Agreement, the City will establish protocols to implement:
- a) Phased Retirement.
 - b) Working from Home.
- 36.2 These protocols as amended from time to time will determine the terms and conditions for the identified issues.
- 36.3 Nothing in this clause prevents the amendment, development and implementation of other protocols as required from time to time.
- 36.4 During the life of this Agreement the City will investigate a reward scheme linked directly to individual and/or organisational performance for those employees who are on the top step of their level.

37. CONSULTATION AND DISPUTE RESOLUTION

- 37.1 Should a dispute, grievance or claim arise between the parties as a result of the meaning or effect of this Agreement, the parties shall confer with a view to resolving

the matter expeditiously. The dispute, grievance or claim will be settled in accordance with the procedures set out herein.

37.2 Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- a) The employee(s) concerned shall discuss the matter with the immediate supervisor.
- b) If the matter cannot be resolved at this level, within 3 working days, the employee and nominated representative may submit the matter to the appropriate Business Unit Manager.
- c) The Business Unit Manager, if unable to resolve the matter within 5 working days of it being referred to them, shall refer the matter to the Director for their resolution, and the employee(s) shall be advised in writing accordingly.
- d) If still not satisfactorily settled within a further 5 days, the employees may submit the matter in writing to the CEO to have the matter resolved within 10 days and the employee(s) shall be advised in writing accordingly.
- e) Pending settlement and provided the status quo remains, employees shall normally remain at work and carry out their duties as normal. No party shall be prejudiced as to final settlement of the dispute by the continuance of work.
- f) If the matter remains unresolved, the parties may agree to refer the matter to an agreed mediator to assist in resolving the question or dispute.
- g) If the above procedures do not resolve the matter(s) in dispute, either party may refer the matter to the Commission for arbitration.
- h) Either party to the dispute may request at any time during the dispute resolution process to have representation present at the meetings.

38. JOURNEY INSURANCE

The City will ensure they have a current insurance policy that provides employees journey insurance cover whilst travelling to and from work.

39. EMPLOYEE DEVELOPMENT/PERFORMANCE REVIEW

39.1 An annual employee development/performance review, including for the purpose of Schedule 7 – Classification/Reclassification of positions, shall be confidential and without limiting the scope it is intended to identify:

- a) The new or enhanced skills required by the City, if any, together with proposed competency levels required where appropriate.
- b) Any development and expansion anticipated by the City for the employee in their classified position both in the short term and the longer term.

- c) The current training needs to be undertaken to meet City objectives in both the short and long term and to enable an employee to meet the standards of their existing classified position.
 - d) Career development.
 - e) The performance objectives required.
 - f) Current performance.
- 39.2 An employee who has been absent in excess of 3 months in aggregate shall have the Review delayed by the period of absence.

40. NO FURTHER CLAIMS

- 40.1 The parties agree that no further claims shall be sought for the duration of this Agreement, unless agreed by the parties.
- 40.2 The parties further agree that the commitment given in this clause covers the field of employment conditions.

41. EXECUTION OF THE AGREEMENT

For and on behalf of the employees covered
by this Agreement

Signature of Employee

Name of Employee (please print)

Date

Witnessed by

Name of Witness (please print)

Date

**For and on behalf of the City of
Joondalup**

Garry Hunt

CHIEF EXECUTIVE OFFICER

Date

Witnessed by

Name of Witness (please print)

Date

SCHEDULE 1 – SALARY INCREASES

Level	Step	Current 1 July 2007	5.8% 1 July 2008	5% 1 July 2009
1	16 yrs & under	\$25,420.00	\$26,894.00	\$28,239.00
	17 yrs	\$26,815.00	\$28,370.00	\$29,789.00
	18 yrs	\$28,837.00	\$30,510.00	\$32,036.00
	19 yrs	\$30,868.00	\$32,658.00	\$34,291.00
	20 yrs	\$33,080.00	\$34,999.00	\$36,749.00
	Adult	\$34,814.00	\$36,833.00	\$38,675.00
2	1	\$36,288.00	\$38,393.00	\$40,313.00
	2	\$37,053.00	\$39,202.00	\$41,162.00
	3	\$38,355.00	\$40,580.00	\$42,609.00
	4	\$39,669.00	\$41,970.00	\$44,069.00
3	1	\$40,982.00	\$43,359.00	\$45,527.00
	2	\$41,770.00	\$44,193.00	\$46,403.00
	3	\$42,570.00	\$45,039.00	\$47,291.00
	4	\$43,768.00	\$46,307.00	\$48,622.00
4	1	\$45,180.00	\$47,800.00	\$50,190.00
	2	\$46,168.00	\$48,846.00	\$51,288.00
	3	\$47,013.00	\$49,740.00	\$52,227.00
	4	\$48,294.00	\$51,095.00	\$53,650.00
5	1	\$49,876.00	\$52,769.00	\$55,407.00
	2	\$50,803.00	\$53,750.00	\$56,438.00
	3	\$51,704.00	\$54,703.00	\$57,438.00
	4	\$52,969.00	\$56,041.00	\$58,843.00
6	1	\$53,896.00	\$57,022.00	\$59,873.00
	2	\$55,596.00	\$58,821.00	\$61,762.00
	3	\$56,760.00	\$60,052.00	\$63,055.00
	4	\$58,109.00	\$61,479.00	\$64,553.00
7	1	\$59,445.00	\$62,893.00	\$66,038.00
	2	\$60,941.00	\$64,476.00	\$67,700.00
	3	\$62,173.00	\$65,779.00	\$69,068.00
	4	\$63,055.00	\$66,712.00	\$70,048.00
8	1	\$64,641.00	\$68,390.00	\$71,810.00
	2	\$65,876.00	\$69,697.00	\$73,182.00
	3	\$67,107.00	\$70,999.00	\$74,549.00
	4	\$68,339.00	\$72,303.00	\$75,918.00
9	1	\$70,792.00	\$74,898.00	\$78,643.00
	2	\$72,151.00	\$76,336.00	\$80,153.00
	3	\$73,746.00	\$78,023.00	\$81,924.00
	4	\$75,342.00	\$79,712.00	\$83,698.00

SCHEDULE 2 – SALARY PACKAGING

2.1 Procedures

- a) Notwithstanding the rates for the various salary classifications in this Agreement, amended from time to time, employees will be able to enter into negotiation with the City for an individual salary package which may result in the cash component of their salary being reduced.
- b) Where an agreement is reached between an employee and the City in accordance with Clause 2.3(a) below, Fringe Benefits may be provided to the extent that the cost to the City of providing the Fringe Benefits and the reduced Salary does not exceed the Total Remuneration established by the City for that employee.

2.2 Definitions

For the purposes of this Schedule, the following expressions will, unless the contrary intention appears, have the meaning hereby respectively applied to them, namely:

- a) Fringe Benefits means any non-cash benefit and cash payment made or expected to be made for the benefit of an employee and any cash payment made or expected to be made to the employee by way of reimbursement of expenses incurred or expected to be incurred by the employee.
- b) Base salary means the salary classification of the employee.
- c) Salary means remuneration by way of regular periodical cash payment subject to PAYG tax.
- d) Salary sacrifice means that part of the Package set aside to cover the payment of Fringe Benefits and includes liability for fringe benefits tax and the Goods and Services Tax, if any, and all City administrative costs and charges.
- e) Package means the City's annual budgeted cost of providing the employee's Base Salary and allowances if any as Salary plus any compulsory City superannuation support.

2.3 Terms and Conditions

- a) Each employee who negotiates an individual salary package will be required to enter into an agreement with the City that sets out the terms and conditions applying to the provision of their reduced Salary and Fringe Benefits. Such terms and conditions will include the following:
- b) For period of paid leave at full rates of pay, the employee retains their reduced Salary and Fringe Benefits. Such terms and conditions will include the following:
 - i. City superannuation is calculated on an employee's Base Salary before the deduction of any Salary Sacrifice;
 - ii. For periods of paid leave at full rates of pay, the employee retains their reduced Salary and Fringe Benefits;

- iii. Where applicable, overtime is calculated on an employee's Base salary before the deduction of any Salary Sacrifice;
 - iv. Subject to Clause 2.3(b) the continuation of an employee's individual salary package is subject to the employee's employment continuing to be governed by this or a replacement Agreement that provides for individual salary packaging.
- c) Each employee who enters in to an agreement in accordance with the provisions of Clause 2.3(a) above will be entitled to withdraw from, or renegotiate, any reduced Salary and Fringe Benefits on the occurrence of any of the following events:
 - i. Where any changes to laws affecting all or some of the elements of the reduced Salary and Fringe Benefits involves a financial disadvantage to the employee if he or she continued to receive the reduced Salary and Fringe Benefits;
 - ii. The employee's divorce or separation;
 - iii. Where the employee is unfit for duty due to illness or injury and has exhausted their entitlement to paid leave at full rates of pay;
 - iv. Where the employee takes extended leave including parental leave and has exhausted their entitlement to paid leave at full rates of pay;
 - v. Any other circumstances approved by the City.
- d) Any withdrawal from an agreement by an employee in accordance with Clause 2.3(b) shall be made by the employee giving the City not less than 14 day's notice in writing.
- e) As the City is assisting employees by providing an individual salary package, and recognising that the law and circumstances may change, and that the City is relying on third parties to provide the Fringe Benefits, the City will not be responsible for any loss or disadvantage suffered by an employee arising from:
 - i. The cessation of any Fringe Benefits payments;
 - ii. Any variation to the terms and conditions on which an individual salary package is provided;
 - iii. The termination of an individual salary package by either party;
 - iv. The City arranging for a third party to provide Fringe Benefits to or for the benefit of the employee or an associate of the employee.
- f) In recognition of the fact that it is in the best interest of the City and employees that the circumstances referred to in Clause 2.3(d) do not arise, the City will exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.
- g) In addition, the City:

- i. Shall be held indemnified by the employee against any loss or liability (whether contingent or actual) that may arise from providing the employee with an individual salary package;
- ii. Will be entitled to recover any payment of the reduced Salary and Fringe Benefits paid in advance:
 - From ensuing pay periods, as negotiated; or
 - From any termination payment on cessation of employment with the City.

SCHEDULE 3 – SPECIAL TERMS AND CONDITIONS FOR RANGER SERVICES

3.1 Remuneration

Rangers shall receive a shift penalty allowance of 15% on all hours in recognition of their unsociable work hours and an additional 2 hours pay at the ordinary hourly rate in relation to their 40 hour week.

3.2 Hours of Work

Rangers agree to work a 40 hour week, in which 8 to 10 hours can be worked in any 1 day over a 5 day week. Rangers spread of ordinary hours shall be between 5 a.m. and 8.30 p.m. to meet the various community demands during the summer and winter months of the year.

3.3 Annual Leave

- a) Each Ranger working under this Agreement will receive 5 weeks Annual Leave for the duration of this Agreement.
- b) The Rangers will not receive Annual Leave Loading of 17.5% on leave accrued during the term of this Agreement.
- c) Annual Leave shall be rostered to ensure a sufficient number of employees are always available. Management shall not unreasonably refuse a request for annual leave.

3.4 Public Holidays

Public Holidays will be worked at the ordinary hourly rate of pay. Where a Ranger works on a public holiday, the employee can elect to be paid an additional days pay as part of their normal salary or receive a day in lieu of normal time to be taken at a time that has been mutually agreed with the Senior Ranger.

SCHEDULE 4 – SPECIAL TERMS AND CONDITIONS FOR LIBRARY SERVICES

Library employees shall work flexible rostered ordinary hours in accordance with operational requirements and to meet community needs.

4.1 In addition to the provisions of Clause 19 – Hours of Work:

- a) Library employees who are paid at Level 3 and below will receive a 10% loading on the base rate on all ordinary hours worked. This does not apply to employees who work in the Library Administration sub-unit.
- b) Employees rostered to work after 6.00 pm Monday to Friday will be paid 15% loading on the base rate for the hours worked beyond this time. Employees are not to work more than 10 hours in any 1 day.
- c) Ordinary working hours shall be between 9.00am and 6.00pm on Saturday and Sunday.
- d) Where employees are rostered to work past 12 noon Saturday, a 25% loading will be paid on all ordinary hours worked on that day.
- e) 50% loading on the base rate will be paid to employees working Sunday rosters on all ordinary hours worked that day.
- f) Where 2 or more loadings apply, only the greater of the 2 will be paid.
- g) The City commits to avoiding any instances of split-shifts when constructing rosters.

4.2 Librarians, Senior Librarians and nominated officers will work a Sunday on a rotation basis and will be entitled to:

- a) overtime for those hours worked or;
- b) a day off in lieu within the next 4 week period.

Agreement must be reached between the employee concerned and the Business Unit Manager on which of the payment options will apply prior to being worked.

4.3 Job Transfers and Rotations

- a) Library employees may be rotated or transferred to alternate duties, either permanently or temporarily with consultation and a minimum of 4 weeks notice, and may be supported by relevant learning and development that is required. The objective is to encourage a flexible use of the City's workforce and to support multi-skilling to ensure the full position requirements are met.
- b) Employees will benefit from the opportunity to develop and enhance their skills.
- c) Where management identifies a job transfer or rotation opportunity, the employee will be provided with reasonable notice of the change and will be advised of the dates, location and functions they will be performing.

SCHEDULE 5 – SPECIAL TERMS AND CONDITIONS FOR LEISURE CENTRES

5.1 Hours of Work

- a) The ordinary hours of duty for Leisure Centre employees covered by this Agreement shall not exceed 76 hours per fortnight to be worked Monday to Sunday inclusive.
- b) Ordinary hours worked are not to exceed 10 hours in 1 day nor more than 5 days worked out of any 7 in any 1 week.
- c) A meal break of no less than 30 minutes shall be allowed not longer than 5 hours after a shift's commencement.

5.2 Penalty Rates

Overtime rates will only apply once 76 hours has been exceeded in the fortnight.

SCHEDULE 6 – SPECIAL TERMS & CONDITIONS FOR GOVERNANCE AND MARKETING

- 6.1 The ordinary working hours for Governance and Marketing shall be an average of 38 per week, Monday to Saturday. Ordinary hours worked are not to exceed 10 hours in 1 day nor more than 5 out of 6 days per week in any 1 week. Ordinary rates will apply except for:
- 15% loading will apply to all ordinary hours worked after 6pm;
 - 25% loading will apply to all ordinary hours worked on Saturday.
- 6.2 Overtime rates prescribed in Clause 22 – Overtime will apply after 7.6 ordinary hours per day for full-time and part-time employees unless otherwise agreed to by the City and employee.
- 6.3 Clause 6.2 of Schedule 6 does not preclude the employee and the City mutually agreeing that the hours worked beyond 7.6 hrs per day can form part of the ordinary hours provided for in Clause 19.1 of Hours of Work and Related Matters. This then allows the employee the potential to access Clause 19.9 - Flexible Working Hours Arrangement or Clause 19.10 - Banking of Hours.

SCHEDULE 7 - CLASSIFICATIONS

Level 1

a) *Characteristics of the Level*

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

b) *Requirements of the Job*

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

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

- Developing knowledge of the position policy and practices.
- No formal qualifications required at this level.
- It is desirable that employees are studying for an appropriate Certificate.
- Basic numeracy and written and verbal communication skills.
- At this level, the City is expected to offer substantial on the job training.

c) *Responsibilities*

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

- Undertake routine activities.
- Become familiar with established practices and procedures.
- Learn basic interpersonal skills.

d) *Organisational Relationships*

- Works under direct supervision.

e) *Extent of Authority*

- Work outcomes are closely monitored.
- Freedom to act limited by work practices relevant to the area and to specific instructions.
- Assistance readily available when problems arise.
- No scope for interpretation.

Level 2

a) *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 these 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.
- Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- Supervision of other staff is not a feature of this level.

b) *Requirements of the Job*

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

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

- Developing knowledge of the section/department function and operation.
- Adequate knowledge of work practices and policies of the relevant work area.
- Basic knowledge of procedures and equipment relevant to the work area.
- Basic numeracy, written and verbal communication skills relevant to the work area.
- No formal qualifications required at this level.
- At this level, the City is expected to offer continuing on the job training.
- It is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training.

c) *Responsibilities*

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

- Undertake routine activities of a support nature.
- Undertake straightforward operation of equipment relevant to department/section.
- Provide routine information to other departments and public.
- Apply established practices and procedures.
- Perform general duties.

d) *Organisational Relationships*

- Works under direct supervision.

e) *Extent of Authority*

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

Level 3

a) *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 City. In addition, employees may be required to assist senior employees with specific projects.
- Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures. In addition employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.
- Employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower classified employees.
- Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- Level 3 Step 4 is the appointment level for any graduate with a relevant 3 year degree who is required to undertake work related to that qualification.

b) *Requirements of the Job*

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

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

- Developing skills in oral, written and interpersonal communication with clients and other members of the public.
- Knowledge of established work practices and procedures relevant to the work area.
- Knowledge of policies, regulations and statutory requirements relating to the work area.
- Understanding of clear but complex rules.
- Application of techniques relevant to the work area.
- No formal qualifications required.

Or any of the following:

- Appropriate post-trade certificate relevant to the work area.
- Entry point for 3 year degree/Associate Diploma/appropriate certificate without experience.
- Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required.
- Appropriate on the job training and relevant experience.

c) Responsibilities

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

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines.
- Achieve outcomes that are clearly defined.
- Operate general workplace equipment, initiate corrective action at an elementary level.
- Operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use.
- Provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work.
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers.
- Provide para professional support to qualified employees.
- Oversight the work of unqualified employees and/or take charge of a minor function with the City.
- Undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist senior employees with special projects.
- Exercise operational responsibility for a single purpose complex.
- Perform tasks requiring knowledge of established work practices and procedures relevant to the work area.
- Where prime responsibility is to supervise outside employees:
 - Plan and co-ordinate the activities of employees within a single works function of the City.
 - Supervise the day-to-day operation of a minor works project.
 - Responsible for a minor works project/program.
- Where prime responsibility lies in a technical field:
 - Apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture.
 - Responsible for a minor project.

d) *Organisational Relationships*

- Where relevant, supervise minor works programmes/projects.
- Works under regular supervision.
- Oversee and guide a limited number of lower classified employees.

e) *Extent of Authority*

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

Level 4

a) *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 direction supervision of a senior employee.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.
- At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within the work area.
- Employees will be responsible for managing and planning their own work and that of subordinate employees and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate employees with on-the-job training.
- It is desirable that 3 year degree holders shall progress to this level after the completion of twelve months service at the top of Level 3, after obtaining relevant experience and a satisfactory degree of competence. This is the appointment level for any graduate with a relevant 4 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.

b) *Requirements of the Job*

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

- Thorough knowledge of work activities performed within the work area.
- Sound knowledge of procedural/operational methods of the work area.
- May utilise professional, specialised or technical knowledge.
- Working knowledge of statutory requirements relevant to the work area.
- Ability to apply computing concepts.

Any of the following:

- Entry level for 4 year degree in the relevant discipline.
- Associate Diploma with experience.
- 3 year degree plus 1 year professional experience in the relevant discipline.
- Appropriate certificate with relevant experience.
- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

c) *Responsibilities*

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

- Undertake responsibility for various activities in a specialised area and/or components of the works program.
- Exercise responsibility for a function within the work area.
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee.
- Supervise the work of other para professional employees.
- Regularly undertake general inspections to enforce compliance with various Acts, Regulations, Local Laws and Policies.
- Advise landholders/local authorities/government officers on eradication/control techniques and measure sand inform them of their obligations under the relevant legislation.

- Provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, Local Laws and Council policies. Undertake inspections.
- Undertake minor development assessment duties.
- Exercise operational responsibility for a multi-purpose complex.
- Co-ordinate elementary community service programs or a single program at a more complex level.
- Plan and co-ordinate elementary community based projects/programs.
- Perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- Provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work.
- Proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems.
- Where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
- Undertake some minor phase of a broad or more complex assignment.
 - Provide assistance to senior employees.
 - Perform duties of a specialised nature.
 - Where the prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work.
 - Plan and co-ordinate minor works.
 - Exercise responsibility for a number of minor works and determine objectives for the functions under their control.
- Where the prime responsibility lies in a technical field, employees at this level:
 - Perform moderately complex functions in various fields including construction, engineering surveying and horticulture.
 - Assist and review work done by subordinate employees.

d) *Organisational Relationships*

- Graduates work under direct supervision.
- Works under general supervision.
- Supervision of other employees.
- Operate as a member of a professional team.

e) *Extent of Authority*

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

Level 5

a) *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 of 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 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.

b) *Requirements of the Job*

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

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

- Knowledge of statutory requirements relevant to the work area.
- Knowledge of section procedures, policies and activities.
- Sound discipline knowledge gained through previous experience, training or education.
- Knowledge of the role of departments within the City and/or service functions.

- Specialists require an understanding of the underlying principles in the relevant discipline.

Any of the following:

- Relevant 4 year degree with 2 years relevant experience or 3 year degree with 3 years of relevant experience.
- Associate Diploma with relevant experience.
- Lesser formal qualifications with substantial years of relevant experience.
- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

c) Responsibilities

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

- Undertake activities that may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined.
- Exercise responsibility for various functions within the work area.
- Identification of specific or desired performance outcomes.
- Contribute to interpretation and administration of matters for which there are no clearly established procedures.
- Provide support of a complex nature to senior employees.
- Ensure plans, permits, applications comply with appropriate legislation.
- Manage a multi purpose complex.
- Undertake a wide range of activities associated with program, activity or service delivery.
- Where the prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
 - Liaise with other professionals at a technical level.
 - Discuss techniques, procedures and/or results with clients on straight forward matters.
 - Lead a team within a discipline related project and/or a works program.
 - Provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems.
 - Carry out a variety of activities requiring initiative and judgement I the selection and application of established principles, techniques and methods.

- Perform a range of planning functions exercising knowledge of statutory and legal requirements.
- Assist senior employees with the planning and co-ordination of a community program of a complex nature.
- Undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area.
- Where the prime responsibility is to supervise the work out outside employees, employees at this level:
 - Exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications.
 - Assist senior employees with the establishment of work programs of a complex nature.
 - Responsible for part of the works program budget.
- Where the prime responsibility lies in a technical field, employees at this level:
 - Undertake projects which impact on the sections and/or departments programs.
 - Carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

d) *Organisational Relationships*

- Works under general direction.
- Supervises subordinate employees/contractors or works in a specialised field.

e) *Extent of Authority*

- Required to set outcomes within defined constraints.
- Provides specialist technical professional advice.
- Freedom to act governed by clear objectives and/or budget constraints.
- Solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

Level 6

a) *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 City'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. 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.
- 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 co-operation of clients and employees.
- Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/City goals. Specialists may be required to provide multi-disciplinary advice.

b) *Requirements of the Job*

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

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

- Knowledge of departmental programs, policies and activities.
- Sound discipline knowledge gained through experience.
- Sound knowledge of the role of the City's structure and service.

Any of the following:

- Relevant degree with relevant experience.
- Associate Diploma with substantial experience.
- Less formal qualifications with specialised skills sufficient to perform at this level.
- Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

c) Responsibilities

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

- Responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills.
- Undertake responsibility for a moderately complex project.
- Undertake a minor phase of a broader or more complex professional assignment.
- Assist with the preparation or prepare departmental or section budgets.
- Set priorities and monitor workflow in areas of responsibility.
- Provide expert advice to lower classified employees.
- Exercise judgement and initiative where procedures not clearly defined.
- Operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee.
- Plan, co-ordinate and administer the operation of a multi-purpose complex including financial management and reporting.
- Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of the City's operation.
- Understanding all areas of equipment operation to enable the provision of advice and assistance when non-standard procedures/processes are required.
- Undertake publicity assignments within the framework of the City's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing.
- Where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
 - Under general direction undertake tasks of a specialised and/or detailed nature.
 - Provide reports on progress of project activities including recommendations.
 - Exercise professional judgement within prescribed areas that may include supervision of the function.
 - Carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation.
 - Exercise a high level of interpersonal skills in dealing with the public and other organisations.

- Plan, develop and operate a community service program of a moderately complex nature.
- Exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures.
- Where prime responsibility is to supervise outside employees, employees at this level:
 - Exercise operational responsibility for works programs.
 - Exercise judgement and initiative where procedures not clearly defined.
- Where prime responsibility lies in a technical field:
 - Leads teams on moderately complex technical projects.
 - Exercise significant initiative and judgement in the selection and application of established principles and techniques.
 - Supervise the work of other employees.
 - Provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

d) *Organisational Relationships*

- Works under general direction.
- Supervise other employees.

e) *Extent of Authority*

- Exercise a degree of autonomy.
- Control projects and/or programs.
- Set outcomes for subordinates.
- Establish work priorities and monitor workflow in areas of responsibility.
- Solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Level 7

a) *Characteristics of the Level*

- At this level, employees operate under limited direction from senior employees 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 City 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 City.
- 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 skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate employees. Understand and implement effective human resource management practices.

b) Requirements of the Job

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

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

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation.
- Discipline knowledge gained through experience, training or education.
- Appreciation of the long term goals of the organisation.
- Detailed knowledge of program activities and work practices relevant to the work area.
- Knowledge of organisation structures or functions.
- Comprehensive knowledge of the City's policies relevant to the section/department.
- Comprehensive knowledge of statutory requirements relevant to the discipline.

Any of the following:

- Degree with substantial experience.
- Associate Diploma with substantial experience.
- Lesser formal qualifications with a combination of experience, expertise and competency sufficient to perform the duties required at this level.

c) Responsibilities

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

- Undertake significant projects and/or functions involving the use of analytical skills.
- Provide advice on matters of complexity within the work area and/or discipline.
- Undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement.
- Provide advice on policy matters and contribute to their development.
- Negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public.
- Control and co-ordinate a work area within budgetary constraints.
- Exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area.
- Undertake duties that involve more than one discipline.
- Provide a consultancy service for a range of activities.
- Where prime responsibility lies in a professional field an employee at this level would undertake at least some of the following:
 - Provide support to a range of activities or programs.
 - Control and co-ordinate projects.
 - Contribute to the development of new procedures and methodology
 - Provide expert advice/assistance relevant to the discipline.
 - Supervise/manage the operation of a work area.
 - Supervise on occasions other professional employees within the discipline.
 - Provide consultancy services for a range of activities.
- Where prime responsibility is to supervise outside employees, employees at this level.
 - Control and co-ordinate the works program within budgetary constraints.
 - Supervise large outside workforce and/or contractors.
 - Exercise a degree of autonomy, within budgetary constraints, in establishing works programs.

- Where the prime responsibility is in a technical field, employees at this level:
 - Undertake duties that involve more than one discipline.
 - Contribute to the development of new techniques and methodology.
 - Provide a consultancy service for a range of activities.

d) *Organisational Relationships*

- Works under limited direction.
- Supervision of employees.
- Supervision of employees and/or contractors.

e) *Extent of Authority*

- May manage a work area.
- Exercise a degree of autonomy (advice available on complex or unusual matters).
- Manage significant projects and/or functions and/or works programs.

Level 8

a) *Characteristics of the Level*

- At this level, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or City 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 procedure which impact on activities undertaken and outcomes achieved by the City and/or activities undertaken by sections of the community serviced by the City 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 City. Employees would be expected to undertake the control and co-ordination of a section, department and/or significant work area. Employees require a good understanding of the long-term goals of the City.
- 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.

b) Requirements of the Job

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

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

- Comprehensive knowledge of the City's policies and procedures.
- Application of a high level of discipline knowledge.

Any of the following:

- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience.
- Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard.
- A combination of experience, expertise and competency sufficient to perform the duties at this level.

c) Responsibilities

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

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals.
- Exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation.
- Develop work practices and procedures for various projects.
- Establish work area outcomes.
- Prepare budget submissions for senior employees and/or o the City.
- Develop and implement significant operational procedures.
- Review operations to determine their effectiveness.
- Develop appropriate methodology and apply proven techniques in providing specialist services.
- Where prime responsibility lies in a professional field employees at his level would undertake at least some of the following:

- Control and co-ordinate projects within an organisation in accordance with corporate goals.
- Provide advice on policy matters and contribute to its development.
- Provide a consultancy service to a wide range of clients.
- Functions may involve complex professional problem solving.
- Where prime responsibility is to supervise outside employees. Employees at this level:
 - Develop and implement significant works programs.
 - Review operations to determine their effectiveness.
- Where prime responsibility is in a technical field, employees at this level.
 - Develop appropriate methodology and apply proven techniques in providing specialised technical services.
 - Exercise significant levels of initiative in the accomplishment of technical objectives.

d) *Organisational Relationships*

- Works under limited direction.
- Normally supervises other employees and establishes and monitors work outcomes.

e) *Extent of Authority*

- Manage work area of the City or works programs.
- Has significant delegated authority.
- Decisions and actions taken at this level may have significant effect on program/projects/work areas being managed.

Level 9

a) *Characteristics of the Level*

- At this level, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/City activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the City.
- General features of this level require the employees' involvement in the initiation and formulation of extensive projects/programs that impact on the City'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 City.
- 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 City at this level will have significant impact upon the City'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.

b) *Requirements of the Job*

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

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

- Detailed knowledge of the City's policy, programs and the procedures and practices.
- High level of discipline knowledge.
- Detailed knowledge of statutory requirements.

Any of the following:

- Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise (Could be acquired through further formal qualifications in field of expertise or in management).
- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard.
- A combination of experience, expertise and competency sufficient to perform the duties of the position.

c) *Responsibilities*

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

- Undertake work of significant scope and/or complexity. Major portion of the work requires initiative.
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction.

- Undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice.
- Provide specialist advice on policy matters and contribute to the development/review of policies.
- Manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals.
- Administer complex policy and program matters.
- Offer consultancy service.
- Evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the City's objectives.
- Where the prime responsibility is in a professional field employees this level would undertake at least some of the following
 - Contribute to the development of operational policy.
 - Assess and review the standards and work of other professional personnel/external consultants.
 - Initiate and formulate department/City programs.
 - Implement the employer's objectives within corporate goals.
 - Develop and recommend on-going plans and programs for department/City.
 - Ensure the outcome of work of significant scope and/or complexity.
- Where prime responsibility is in the supervision of outside employees, employees at this level:
 - Establish, control and organise ongoing plans and programs for department/City.
 - Administer complex policy and works program matters.
- Where prime responsibility lies in the technical field, employees at this level:
 - Conduct technical support programs and sub-programs within the framework of the City's operating program.
 - Offer consultancy service.
 - Ongoing evaluation and the development revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

d) *Organisational Relationships*

- Works under broad direction.

e) *Extent of Authority*

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