



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**City of Rockingham**  
(AG2022/484)

## CITY OF ROCKINGHAM ENTERPRISE AGREEMENT 2021

Local government administration

DEPUTY PRESIDENT ASBURY

BRISBANE, 19 APRIL 2022

*Application for approval of the City of Rockingham Enterprise Agreement 2021*

[1] The City of Rockingham (the Applicant/ Employer) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *City of Rockingham Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] Undertakings were provided by the Employer in response to concerns the Commission held in relation to the operation of certain clauses and whether the Agreement passes the better off overall test. A copy of the Undertakings is attached as Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person or organisation the Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings. Pursuant to subsection 190(3) of the Act, I accept the Undertakings. In accordance with s.201(3) of the Act, a copy of the Undertakings will be attached to the Agreement and forms part of the Agreement.

[4] I observe that the following clauses of the Agreement may be inconsistent with the National Employment Standards (NES):

- Clause 22.1 – Personal/Carer and Compassionate Leave;
- Clause 27.3 – Public Holidays;
- Clause 27.4 – Public Holidays; and
- Clause 30.2 – Termination of employment.

[5] However, I note that Clause 3.8 of the Agreement provides where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit,

the NES provisions will apply to the extent of the inconsistency. On this basis, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES. I also note that by virtue of s.55 of the Act, an enterprise agreement must not exclude the NES or any provisions of the NES and s.56 provides that a term of an enterprise agreement has no effect to the extent that it contravenes s.55.

[6] The Agreement does not contain an operative date consistent with s.54 of the Act, which requires that an agreement commence to operate 7 days after the Agreement is approved or if a later date is specified, that later date. Accordingly, the Agreement will commence to operate 7 days from the date of this decision.

[7] I am satisfied, based on the information set out in the Form F16 Application for approval of an enterprise agreement, the Form F17 Employer declarations in support of an application for approval of the Agreement and responses to requests for further information provided by the Applicant, that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all the employees of the Applicant, however, considering s.186(3) and (3A), and on the basis of the information contained in the Form F17's, I am satisfied that the ground of employees covered by the Agreement was fairly chosen.

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

[9] The Agreement is approved in accordance with s.54 of the Act and will operate from 26 April 2022. The nominal expiry date of the Agreement is 1 March 2024.



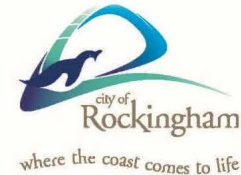
DEPUTY PRESIDENT

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Annexure A

Our Ref: PSL/2872-2  
Your Ref: AG2022/484  
Enquiries to: Vince Ritorto – Manager Human Resources Development



10 March 2022

Deputy President Asbury  
Fair Work Commission  
Level 14, Central Plaza Two  
66 Eagle Street  
BRISBANE QLD 4000

Dear Deputy President Asbury

**AG2022/484: City of Rockingham Enterprise Agreement 2021 – Undertakings**

I refer to the Fair Work Commissions email sent to the City of Rockingham (City) on 3 March 2022 in relation to the proposed City of Rockingham Enterprise Agreement 2021 (Agreement).

Further to the City response via email, the City provides the following undertakings pursuant to section 190 of the *Fair Work Act 2009* (Cth).

I declare that I, Michael Parker, have authority to give the undertakings on behalf of the City and understand that each undertaking is to be taken to be a term of the Agreement.

**Clause 15.4**

The City provides an undertaking that clause 15.4 of the Agreement will not apply and will be replaced with the following clause:

*Where a statute or regulation relating to trainees is in force in Western Australia, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.*

**Clause 9.2: Weekend Penalty Rates**

The City provides an undertaking that all employees that are:

- a) covered by this Agreement; and
- b) engaged in roles or work areas that would be captured under the ordinary span of hours that are provided at clauses 13.1 (e), 13.1 (f) and 13.1 (g) of the Local Government Industry Award 2020 (except for roles engaged in recreation centres and community services)



will be paid weekend penalties in accordance with clauses 9.2.1 to 9.2.3 of the Agreement.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'M. Parker', with a stylized flourish at the end.

MICHAEL PARKER  
CHIEF EXECTUVE OFFICER



## **CITY OF ROCKINGHAM**

## **ENTERPRISE AGREEMENT 2021**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

## 1. TITLE

This Agreement shall be known as the City of Rockingham Enterprise Agreement 2021 (Agreement).

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### **3. DATE OF OPERATION AND SCOPE OF AGREEMENT**

- 3.1 The nominal expiry date of this Agreement will be 1 March 2024.
- 3.2 The parties to this Agreement acknowledge that this agreement can be varied by consent of both parties, and subject to approval by the Fair Work Commission, at any time during its currency.
- 3.3 The parties to this Agreement shall be:
  - 3.3.1 City of Rockingham, Civic Boulevard, Rockingham WA 6168 (Employer);
  - 3.3.2 Employees employed by the Employer in the classifications outlined in Schedule A and C (Employees); and
  - 3.3.3 Australian Municipal, Administrative, Clerical and Services Union (Union).
- 3.4 Employees excluded from this Agreement shall be:
  - 3.4.1 Employees employed under the City of Rockingham Outside Workforce Enterprise Agreement 2020 or its successor;
  - 3.4.2 Chief Executive Officer, Executive Directors and Operational Managers.
- 3.5 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.
- 3.6 The parties commit to meet to discuss negotiations for a replacement Agreement six months prior to the expiry of this Agreement.
- 3.7 This Agreement operates to the exclusion of any awards or industrial instrument including, but not limited to, the *Local Government Industry Award 2020* except where specifically stated.
- 3.8 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **4. DEFINITIONS AND INTERPRETATION**

In this Agreement, unless the contrary intention appears:

- 4.1 NES is the National Employment Standards, located within the *Fair Work Act 2009 (Cth)*.
- 4.2 Base Rate of Pay is the rate of pay payable to the Employee for his or her ordinary hours of work, but not including any of the following: incentive-based payments and bonuses, monetary allowances (that are not already included in the Base Rate of Pay as per clause 13.1), overtime, penalty rates or any other separately identifiable amounts.

- 4.3 Community Services means services whose Employee's roles are to encourage, promote or conduct community pursuits or community development programs for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, the aged, domiciliary, arts and/or culture including arts programs, exhibitions, museums, art galleries, events, entertainment and theatres. Employees in these roles include library services staff, community service / development / engagement officers and administration officers that work in these functions.
- 4.4 The Hourly Base Rate of Pay of an Employee is 1/1976th of the Employees relevant annual salary as prescribed in Schedule B.
- 4.5 Family and Domestic Violence has the meaning prescribed in section 106B (2) and (3) of the *Fair Work Act 2009 (Cth)*.
- 4.6 Immediate Family or Household Member means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner.
- 4.7 Ordinary Working Day shall mean any of the days where ordinary hours of work are performed, as specified in clause 8.
- 4.8 'Service' has the meaning prescribed in section 22 (1) and (2) of the *Fair Work Act 2009 (Cth)*.
- 4.9 Shiftworkers for the purposes of the NES is an Employee who:
- 4.9.1 Works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
  - 4.9.2 is regularly rostered to work on Sundays and public holidays.
  - 4.9.3 "Regularly rostered to work", for the purposes of this Agreement, shall mean an Employee being rostered to work on at least 25 Sundays in a year; there is no requirement to work a specified number of public holidays per year. Employees that are taking paid leave when they are rostered to work will be considered to be "rostered to work" for the purposes of this clause.
- 4.10 Smartwatch shall mean those Employees that are employed to conduct coordinated, vehicle-based high visibility patrols to deter crime and disorder in the community.
- 4.11 Standard Hourly Rate means the Hourly Base Rate of Pay for Skill Descriptor 'Level 4 Step 1' in clause 12.5.
- 4.12 The Weekly Base Rate of Pay specific to each Employee is calculated as 1/52nd of the Employees relevant annual salary as prescribed in Schedule B. The Weekly Base Rate of Pay is for 38 hours of work per week (pro rata amount for part-time Employees) during ordinary hours and this rate includes the annual leave loading of 17.5% for 152 hours of leave.
- 4.13 Youth Centre Employees are those who are members of the Youth Team, based at the Youth Centre providing support, activities, events and programs to engage young people aged 12 to 24 years.



## 5. INDIVIDUAL FLEXIBILITY

5.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

5.1.1 The agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates; and
- (iv) allowances.

5.1.2 The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause 5.1.1; and

5.1.3 The arrangement is genuinely agreed to by the Employer and Employee.

5.2 The Employer must ensure that the terms of the individual flexibility arrangement:

5.2.1 Are about permitted matters under section 172 of the *Fair Work Act 2009 (Cth)*;

5.2.2 Are not unlawful terms under section 194 of the *Fair Work Act 2009 (Cth)*; and

5.2.3 Result in the Employee being better off overall than the Employee would be if no arrangement was made.

5.3 The Employer must ensure that the individual flexibility arrangement:

5.3.1 Is in writing;

5.3.2 Includes the name of the Employer and Employee;

5.3.3 Is signed by the Employer and Employee and if the Employee is under eighteen years of age, signed by a parent or guardian of the Employee;

5.3.4 Includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement;
- (ii) how the arrangement will vary the effect of the terms;
- (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

5.3.5 States the day on which the arrangement commences.

5.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen days after it is signed.

5.5 The Employer or Employee may terminate the individual flexibility arrangement:

5.5.1 By giving no more than twenty-eight day's written notice to the other party to the arrangement;  
or

5.5.2 If the Employer and Employee agree in writing at any time.

## **6. OBJECTIVES OF AGREEMENT**

6.1 The aim of this Agreement is to improve the overall quality of the Employer's service delivery to its customers and to ensure that the Employer is able to attract and retain quality Employees. In this regard the Parties are committed to the following objectives:

6.1.1 Achievement of specific community aspirations contained within the Strategic Community Plan.

6.1.2 Provision of a working environment that encourages a committed and enthusiastic workforce and provides quality outcomes for customers.

6.1.3 Introduce good work practices and embrace new technology that results in a quality working environment.

6.1.4 Flexible work practices within teams, which deliver services, and are responsive to customer, Employee and organisational needs.

6.1.5 Undertaking continual improvement through the efficient use of internal and external resources.

6.1.6 Consultation prior to the implementation of changes which may affect working conditions and or the productivity of Employees.

6.1.7 All Employees being provided with opportunities to improve their skills and knowledge through identified and approved training courses.

6.2 Commitment by the Employer and the Employees to the principle of service to the City's residents and ratepayers and to remunerate the Employees for increased productivity that will result from their commitment to service and the performance standards and measurements.

## **7. EMPLOYMENT CATEGORIES**

Employees may be employed in any of the following categories:

7.1 Full-time Employment

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

7.2 Part-time Employment

7.2.1 The Employer may employ part-time Employees in any classification in this Agreement.

7.2.2 A part-time Employee:

(a) works, on average, less than 38 ordinary hours per week;

- (b) has reasonably predictable hours of work; and
- (c) receives, on a pro rata basis, pay and conditions equivalent to those of full-time Employees who do the same kind of work.

7.2.3 Typically, at the time of engagement the Employer and the part-time Employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.

7.2.4 However, where it is suitable for operational and rostering requirements, at the time of engagement a part-time Employees hours of work will be written as a total number of hours to be worked in a single fortnight and according to a roster that is provided by the Employer. A part-time Employee working under this arrangement will be provided no less than four weeks' notice prior to a change in roster.

7.2.5 Any agreed variation to the hours of work will be recorded in writing.

7.2.6 An Employer is required to roster a part-time Employee for a minimum of one hour on any shift.

7.2.7 A part-time Employee must be paid the minimum hourly rate for the relevant classification at Schedule B.

7.2.8 A part time Employee may agree to work additional hours provided the agreement is entered into without duress. The Employee will be paid at their relevant Hourly Base Rate of Pay for such additional hours and a written record will be kept for all additional hours of work performed.

7.2.9 Where a part-time Employee is directed to work hours in excess of the hours agreed under clause 7.2.3 or as varied under clause 7.2.5, such hours will be overtime and paid for at the overtime rates prescribed in clause 10.

### 7.3 Casual Employment

7.3.1 A person is a casual Employee of an Employer if:

- (a) an offer of employment made by the Employer to the person is made on the basis that the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
- (b) the person accepts the offer on that basis; and
- (c) the person is an Employee as a result of that acceptance.

7.3.2 Casual Employees shall be paid a 25% loading in addition to the ordinary Hourly Base Rate of Pay for the classification of work performed in addition to any other penalty rate payable for ordinary hours of work performed.

7.3.3 The casual loading is paid as compensation for all leave, public holidays and severance pay provided for by the Agreement (unless otherwise worded – see clause 7.3.7).

7.3.4 The services of a casual Employee shall be terminated by one hour's notice given by either Employer or Employee, or by payment of one hour's wages in lieu of notice.

- 7.3.5 Penalties are calculated on the Hourly Base Rate of Pay exclusive of casual loading (i.e. Hourly Base Rate of Pay plus applicable penalty rate calculated on the hourly base rate).
- 7.3.6 Casual loading is not paid in addition to overtime penalty rates (i.e. a casual Employee shall be entitled to payment of overtime on the Hourly Base Rate of Pay exclusive of casual loading).
- 7.3.7 If a casual Employee works a public holiday, the casual loading is not paid in addition to public holiday penalties (i.e. a casual Employee shall be entitled to payment of public holiday penalties provided that such penalties are calculated on the Hourly Base Rate of Pay exclusive of casual loading).
- 7.3.8 A casual Employee must be engaged and paid for at least two consecutive hours of work on each occasion they are required to attend work.

#### 7.4 Offer and Requests for Casual Conversion

Offers and requests for casual conversion will be performed in accordance with Division 4A of the *Fair Work Act 2009 (Cth)*.

#### 7.5 Fixed-Term Contracts

- 7.5.1 A fixed term contract shall mean an Employee employed for a specific project, program or time period which the Employer indicates at the time of engagement will be finite and not ongoing.
- 7.5.2 Under a fixed term contract, an Employee shall be advised of his/her start and end date of employment, hours of work, salary and classification in writing prior to the commencement of employment.

### 8. HOURS OF WORK

- 8.1 The ordinary hours of work will be 1976 per annum (inclusive of all categories of leave), resulting in an average of 38 hours per week. The average hours of work can be worked on one of the following four week cycle to work anywhere between sixteen and twenty days including the following options:
  - 8.1.1 38 hours averaged over four days;
  - 8.1.2 76 hours averaged over nine days;
  - 8.1.3 152 hours averaged over either nineteen or twenty days;
  - 8.1.4 such further extended cycles as agreed between Employer and Employees which produces an average of 38 hours per week.

Employees and the Manager shall negotiate the working hour arrangement and establish clear guidelines to ensure flexible arrangements are for the benefit of all parties. For all Employees, unless specified in clauses 8.6 to 8.10, the default option will be as per clause 8.1.3.

## 8.2 Span of ordinary working days and hours

- 8.2.1 Except as otherwise provided, the spread of hours of work shall be worked between 6.00am and 6.00pm, and the ordinary working days for all Employees shall be between Monday and Friday (inclusive).
- 8.2.2 The span of ordinary working hours shall be between 5.00am and 10.00pm between Monday to Sunday for Employees engaged in the following functions:
  - (i) Rangers and Community Safety;
  - (ii) Catering and hospitality; and
  - (iv) Recreation and aquatic centres.
- 8.2.3 The span of ordinary working hours for Caretakers shall be between 5.00am and midnight between Monday to Sunday.
- 8.2.4 The span of ordinary working hours for SmartWatch Officers and Team Leaders is based on a roster that may span across twenty-four hours, seven days a week. These Employees will not work more than 33% of their ordinary hours in a roster cycle on weekends. In the event an Employee is required to work more than 33% of their ordinary hours in a roster on a weekend, the Employees will be paid penalty rates for those ordinary hours in excess of 33% of their ordinary hours in any week in accordance with the penalty rates in clause 9.2.

## 8.3 Maximum ordinary hours in a day

Unless otherwise agreed between the Employer and Employee, an Employee may work up to a maximum of ten ordinary hours on any day (excluding unpaid meal breaks). This may be extended to twelve hours by agreement between the parties.

## 8.4 Changes to Employee start, finish and/or meal times

The Employer may vary an Employee's start, finish and/or meal times following consultation with that Employee, provided that such change is reasonable having regarded:

- 8.4.1 The operational requirements of the Employer;
- 8.4.2 The personal circumstances of the Employee;
- 8.4.3 The observance of appropriate occupational health and safety standards; and
- 8.4.4 The period of notice given to the Employee.

## 8.5 Changes to Groups of Employees

- 8.5.1 The Employer and a group of Employees may agree to change the hours of a section to meet their respective needs. To endorse the change in hours, this will be approved by a majority vote of the group of Employees affected by the change. It will be reduced to writing and signed by a representative of the group.

8.5.2 The Employer may agree to terminate the written agreement:

- (i) by giving no less than thirteen weeks' written notice to the group of Employees which the arrangement relates to; or
- (ii) if the Employer and Employee agree in writing - at any time.

8.5.3 The Employees may terminate the collective flexibility arrangement where they have conducted a ballot and the majority of Employees of the group agree to terminate the arrangement and then:

- (i) by giving no less than thirteen weeks' written notice to the Employer; or
- (ii) if the Employer and group of Employees agree in writing - at any time.

8.6 Rangers and Community Safety Officers

8.6.1 The ordinary hours of duty of Rangers and Community Safety Officers shall not exceed an average of 38 hours per week, to be within a spread of ten hours on any Monday to Sunday (as stipulated in clause 8.2.2) with the provision of a meal break of not less than thirty minutes within that spread of hours.

8.6.2 The start and finish times may commence earlier or finish later than the nominated spread of hours, provided that alterations are mutually agreed in writing between the Employer and the Employee.

8.6.3 Hours of work detailed in subclause 8.6.1 are to be worked in accordance with a roster as provided to the Employee by the Employer.

8.7 Community Services

The ordinary hours of duty of Community Services shall not exceed an average of 38 hours per week, between 6.00am and 6.00pm, to be worked within a spread of ten hours on any Monday to Sunday with the provision of a meal break of not less than thirty minutes within that spread of hours.

8.8 Youth Centre Employees

The ordinary hours of duty of Employees in the Youth Centre shall not exceed an average of 38 hours per week or 76 per fortnight, between 6.00am and 8.00pm, to be worked within a spread of ten hours on any Monday to Sunday, with the provision of a meal break of not less than thirty minutes within that spread of hours.

8.9 Aquatic Centre Employees

8.9.1 Due to the seasonal nature of the Aquatic Centre, the hour's provision in clause 8.2.2 is applicable only during the period in which the Aquatic Centre is open to the public (this generally occurs in Summer and Spring of each year). In any other week the ordinary hours of duty shall not exceed an average of 38 hours per week, between 6.00am and 6.00pm, to be worked within a spread of ten hours on any Monday to Friday with the provision of a meal break of not less than thirty minutes within that spread of hours.

- 8.9.2 The provisions of clause 8.9.1 do not apply to aquatic facilities which are open to the public throughout the year.

#### 8.10 Library Services

Employees engaged in the library services may be rostered such that the ordinary hours of duty shall not exceed an average of 38 hours per week and a maximum of ten hours per day. These hours can be worked between 8.00am to 9.00pm Monday to Sunday. Employees in the library services will be provided a meal break of not less than thirty minutes within that spread of hours.

#### 8.11 SmartWatch Officers and SmartWatch Team Leaders

- 8.11.1 The ordinary hours of duty of a SmartWatch Officer and Team Leader shall not exceed an average of 38 hours per week, to be within a spread of ten hours of any Monday to Sunday with the provision of a meal break of not less than thirty minutes within that spread of hours.
- 8.11.2 The start and finish times may commence earlier or finish later than the nominated spread of hours, provided that alterations are mutually agreed in writing between the Employer and the Employee.
- 8.11.3 Hours of work detailed in sub clause 8.11.1 are to be worked in accordance with the SmartWatch roster as provided to the Employee by the Employer. Any variance to the rosters will be performed in accordance with the consultation procedure at clause 29.

### 9. PENALTY RATES FOR ORDINARY HOURS OF WORK

#### 9.1 Weekday Penalty Rates

An Employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in clauses 8.2 and 8.6 to 8.10, will be paid a penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.

#### 9.2 Weekend Penalty Rates

An Employee who works on a Saturday or Sunday outside their relevant span of ordinary hours (as stipulated in clauses 8.2 and 8.6 to 8.11) will be entitled to the following penalty rates for all ordinary hours worked:

- 9.2.1 All ordinary hours worked on a Saturday will be paid at the rate of time and a half (50%). Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
- 9.2.2 All ordinary hours worked on a Sunday will be paid at the rate of time and three quarters (75%). Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday; and
- 9.2.3 Weekend penalty rates for ordinary hours worked in accordance with clauses 9.2.1 and 9.2.2 will be paid for the actual time worked on a Saturday and / or Sunday.

#### 9.3 Penalty Rates for Community Services and Recreation / Aquatic Centre Employees

Employees engaged in Community Services and Recreation / Aquatic facilities shall not be entitled to penalty rates for their ordinary hours worked and that are specified in clauses 8.2.2 (iv), 8.7 and 8.9.

#### 9.4 Penalty Rates for Library Assistants

This clause shall only apply to Employees who were employed in the role of a Library Assistant prior to the operational commencement date of the City of Rockingham Enterprise Agreement 2021.

Library Assistants shall be paid an additional 10% loading on their appropriate rate of pay for all purposes of the Agreement when rostered to perform ordinary hours of work in accordance with clause 8.10.

#### 9.5 Penalty Rates for SmartWatch Officers and SmartWatch Team Leaders

SmartWatch Officers and SmartWatch Team Leaders shall not be entitled to penalty rates for their ordinary hours that are worked and specified in clause 8.11.

- 9.6 By agreement, the Employee may take accrued time worked where penalties would apply as time in lieu at the ordinary time rate. This is an hour off for each hour of penalty time worked. This agreement must be documented and appropriately recorded.

### 10. OVERTIME

- 10.1 Overtime shall mean all work performed on a day other than an Ordinary Working Day, or in excess of the maximum ordinary hours on any day, or in excess of 76 hours per fortnight.

10.1.1 Overtime shall be paid for at the rate of time and a half for the first two hours of overtime on any ordinary week day and double time thereafter.

10.1.2 All overtime worked on Sunday shall be paid for at the rate of ordinary time plus time (double time).

10.1.3 All overtime worked on a public holiday shall be paid for at the rate of ordinary time plus ordinary time and a half (double time and a half).

#### 10.2 Call-Back

10.2.1 An Employee recalled to work overtime after leaving the Employer's workplace who has not received prior notification of the requirement to work overtime before ceasing work will be paid for a minimum of three hours' work at overtime rates. Provided that the overtime hours worked are not a continuation of the Employee's ordinary hours.

10.2.2 Any subsequent recall to work overtime occurring within three hours of the original recall to work will not attract any additional payment.

10.2.3 An Employee who is recalled to work overtime after leaving the Employer's workplace will be paid the appropriate overtime rate from the time the Employee departs for work.

- 10.3 By agreement, the Employee may take accrued overtime as time in lieu, at the ordinary time rate, that is an hour off for each hour of overtime worked. This agreement must be documented and appropriately recorded.

- 10.4 If directed to work by the Employer, the Employee should where reasonably practical receive a ten hour break (or less by agreement) after completing overtime and commencing the next ordinary shift, or be paid at overtime rates until provided a break.



- 10.5 Overtime must be approved in writing by the Employer and the Employee shall work a reasonable amount of overtime, if requested.
- 10.6 In accordance with clause 5, the Employee and Employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of payment for overtime.
- 10.7 The provisions of this clause shall not apply to any Employee who is in receipt of a salary in excess of that provided for at Level 7 Step 2 in clause 12.5.
- 10.8 Any untaken time in lieu will be paid out on termination at the applicable overtime rates.
- 10.9 A part-time Employee will be entitled to overtime in accordance with clause 10.1 and clause 7.2.9.
- 10.10 On Call

An Employee directed by the Employer to be available for duty outside of the Employee's ordinary working hours shall be on call. An Employee on call must be able to be contacted and immediately respond to a request to attend work.

10.10.1 On Call Allowance – Where the Employee is on call, the Employee shall be paid an On Call Allowance each day equivalent to:

- (i) One hour at the Employee's hourly rate for an Employee on call Monday to Friday inclusive;
- (ii) One and one-half hours at the Employee's hourly rate if required to be on call on a Saturday; or
- (iii) Two hours at the Employee's hourly rate if required to be on call on a Sunday or public holiday.

10.10.2 Call Out – an Employee who is on call and in receipt of an On Call Allowance shall be paid at the appropriate overtime rate for time required to attend work. Actual time worked will be deemed to apply from the time the Employee leaves home.

10.10.3 Remote response - an Employee who is in receipt of an On Call Allowance and available to immediately:

- (i) Respond to phone calls or messages;
  - (ii) Provide advice (phone fixes);
  - (iii) Arrange call-out/rosters of other Employees; and/or
  - (iv) Remotely monitor and/or address issues by remote telephone and/or computer access
- shall be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.

10.10.4 An Employee remotely responding shall be required to maintain and provide to the Employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an Employee for all time

remotely responding in any day commencing from the first response shall be rounded up to the nearest fifteen minutes.

## 11. BREAKS

- 11.1 An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least thirty minutes.
- 11.2 In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

## 12. SALARY

- 12.1 All Employees referred to in clause 12.5 to 12.9 in this Agreement shall be classified according to the level structure set out in Schedule A - Skill Descriptors.
- 12.2 The Employer must advise their Employees in writing of their level on commencement of employment and of any subsequent changes to their level. The level must be determined by the Employer according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of their employment.
- 12.3 With the exception of Recreation/Aquatic Centre positions, the entry point for adults with minimal skills, knowledge or experience will be Level 1 Step 4.
- 12.4 Annual percentage increases in salaries over the life of this Agreement are as follows:
- 12.4.1 An increase of 1.5% shall be paid to all pay rates from the first full pay period commencing on or after 1 March 2021. The salary increase will be applied as a lump sum for payments in arrears of the commencement date of this Agreement in the first pay period following registration of the Agreement.
- 12.4.2 An increase of 1.5%, shall be paid to all rates from the first full pay period commencing on or after 1 March 2022, representing the first anniversary of the Agreement.
- 12.4.3 An increase of 1.0% shall be paid to all rates from the first full pay period commencing on or after 1 March 2023, representing the second anniversary of the Agreement.
- 12.5 The Employee classification and remuneration increase table is set out at Schedule B.
- 12.6 Library Assistants classification and remuneration increase table:

Level	Step	March 2021 1.5 %	March 2022 1.5 %	March 2023 1.0 %
2	1	\$64,656	\$65,626	\$66,282
	2	\$66,037	\$67,028	\$67,698
	3	\$68,376	\$69,401	\$70,095
	4	\$70,741	\$71,802	\$72,520

The above annual rates include annual leave loading and penalty rates of 10% Saturday rosters.

## 12.7 Rangers classification and remuneration increase table:

Level	Step	March 2021 1.5 %	March 2022 1.5 %	March 2023 1.0 %
4	1	\$83,387	\$84,638	\$85,484
	2	\$85,174	\$86,451	\$87,316
	3	\$86,704	\$88,005	\$88,885
	4	\$89,029	\$90,365	\$91,269

The above annual rates include annual leave loading and penalty rates of 50% and 75% for Saturday and Sunday rosters based on Rangers working one Saturday and one Sunday each fortnight.

## 12.8 Catering Employees classification and remuneration increase table:

Role / Classification	March 2021 1.5 %	March 2022 1.5 %	March 2023 1.0 %
Assistant Cook	\$52,368	\$53,153	\$53,685
Cook	\$57,970	\$58,840	\$59,428

The above annual rates include annual leave loading.

## 12.9 Group Exercise Instructor (casual) classification and remuneration increase table:

Role / Classification	March 2021 1.5 %	March 2022 1.5 %	March 2023 1.0 %
Group Exercise Instructor (60 min)	\$30.16	\$30.61	\$30.92

The above hourly rate includes casual loading. This position is not subject to incremental progression as described in clause 12.10.

## 12.10 At the conclusion of each twelve-month period following appointment to their classification or entry into a classification level identified at Schedule B and clause 12.6 to 12.8, Employees shall be eligible for an incremental progression if:

12.10.1 The Employee has given satisfactory service over the preceding twelve months; and

12.10.2 The Employee has acquired and is required by the Employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the performance and personal development review, and this has been certified in writing as part of the assessment process.

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

12.10.4 Progression for casual employees shall be determined after a specified number of hours have been worked; this number to be determined by the Employer.

### 13. ALLOWANCES

13.1 Unless otherwise provided for in clause 13, all allowances are considered part of the Base Rate of Pay, as defined at clause 4.2.

#### 13.2 First Aid

Where an Employee who holds an appropriate first aid qualification is appointed by the Employer to perform first aid duty they will be paid an additional weekly allowance of 70% of the Standard Hourly Rate (as defined at clause 4.11). This clause shall not apply where the requirement to hold a first aid certificate is a requirement of the position.

#### 13.3 Vehicle

Where an Employer requires an Employee to use their own vehicle in or in connection with the performance of their duties such Employee will be paid an allowance for each kilometre of authorised travel as follows:

- (i) Motor vehicle – \$0.87 per kilometre; and
- (ii) Motorcycle – \$0.30 per kilometre.

The Employer requires an Employee to record full details of all such official travel requirements in a log book or mileage reimbursement form.

#### 13.4 Personal Training

An Employee in the role of Gym Instructor that performs additional personal training duties with a paying client, shall be paid an additional hourly allowance of 30% of their relevant Hourly Base Rate of Pay while conducting those duties. This amount will be paid pro rata for personal training sessions that are less than one hour in length.

#### 13.5 Transfers, Travelling and Working Away from Normal Starting Point

##### 13.5.1 Normal starting point

All Employees upon engagement will be given a starting point which will be, subject to below, the commencement point of their daily work activities.

For the purposes of this clause, normal starting point shall mean an office, depot, landfill, or facility to which the Employee is usually assigned or any other designated starting and/or finishing point.

Unless otherwise provided, each Employee shall be attached to one normal starting point only.

At the direction of the Employer, an Employee may be attached to more than one normal starting point within the Employer's local government area where multiple starting points form part of the nature of the work being performed.

An Employee may be transferred to another normal starting point at any time by the giving of reasonable notice.

#### 13.5.2 Excess travelling and fares

Where an Employer requires an Employee, other than a casual, to start work at a place away from the Employee's normal starting point, the Employer shall pay the Employee:

- (i) Excess travelling – travelling time at the Employee's ordinary rate for all time reasonably spent by the Employee reaching and/or returning from the job which is in excess of the time normally spent by the Employee in travelling between the Employee's usual residence and the Employee's normal starting point; and
- (ii) Excess fares – any fares reasonably incurred by the Employee, which are in excess of the fares normally incurred in travelling between the Employee's residence and the Employee's normal starting point. The excess fares allowance will not be paid where the Employee has an arrangement with the Employer for a regular vehicle allowance, is provided with a vehicle by the Employer, or is paid the allowance as provided in clause 13.3.

#### 13.6 Reimbursement Expenses

All reasonable expenses incurred at the direction of the Employer, including out-of-pocket, accommodation, travelling expenses and special protective clothing, incurred in connection with the Employee's duties shall be paid by the Employer as soon as practicable.

The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the Employer and the Employee. Travelling arrangements shall be agreed between the Employer and the Employee in advance.

The Employer may require the Employee to present proof of payment prior to reimbursement.

### 14. SUPERANNUATION

14.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Guarantee Charge Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)* and the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, deals with the superannuation rights and obligations of Employers and Employees.

14.2 The rights and obligations in these clauses supplement those in superannuation legislation.

14.3 The Employer makes superannuation guarantee contributions (SGC) on the Employee's behalf, in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, as amended from time to time.

#### 14.4 Additional Employer Superannuation Contribution

The Employer will provide a 1% contribution above the SGC (currently 10%) which is absorbed as the SGC increases. This additional contribution will cease when the SGC equals 11%.

#### 14.5 Matching Employer Superannuation Contribution

In the event an Employee provides additional superannuation contributions, the Employer will provide extra superannuation contributions up to a maximum of 5%. This is outlined in the table below:

Employee Contribution	Employer Contribution
1%	1%
2%	2%
3%	3%
4%	4%
5% and over	5%

- 14.6 Employees shall have freedom of choice over the complying fund that their superannuation contributions are paid to, providing this choice is not changed more regularly than annually.
- 14.7 The default fund shall be Aware Super.
- 14.8 At the request of the Employee, the Employer may from time to time vary the amount of the Employee's contributions towards superannuation by way of salary sacrifice and any variation will result in a lower cash component being paid.
- 14.9 Should the *Superannuation Guarantee (Administration) Act 1992 (Cth)* be amended to include a higher contribution required of the Employer, the Employer will comply with the Act.

## 15. TRAINEES

- 15.1 The terms of this Agreement apply to trainees, except where otherwise provided.
- 15.2 Redundancy provisions do not apply to trainees.
- 15.3 Trainees may be engaged in trades or occupations that are declared or recognised by a traineeship authority. For the purpose of clause 15 the traineeship authority means a nationally recognised training authority with the responsibility for the traineeship.
- 15.4 Where a statute or regulation relating to apprentices and trainees is in force in Western Australia, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.
- 15.5 A traineeship may be cancelled or suspended only in accordance with requirements of the traineeship training agreement and the requirements of the relevant national legislation.
- 15.6 The salary rates for trainees are paid in accordance with Level 1 Step 1 at Schedule B. The salary may be discounted to account for the time spent in structured training and that rate will be discounted by the percentage of time spent in that training.

Age	%
Under 16 years of age	55%
At 16 years of age	65%
At 17 years of age	75%
At 18 years of age	85%
At 19 years of age	95%
At 20 years of age or above	100%

## 16. JUNIORS

- 16.1 Junior Employees will be paid a percentage of the appropriate salary that is applicable to their age category. These percentages are specified below:

Age	%
At 16 years of age or under	55%
At 17 years of age	65%
At 18 years of age	75%
At 19 years of age	85%
At 20 years of age or above	100%

These rates shall apply to the appropriate Employees who are employed after the operational date of this Agreement.

## 17. SUPPORTED WAGE

For Employees who because of the effects of a disability are eligible for a supported wage, see Schedule C – Supported Wage System.

## 18. HIGHER DUTIES

When an Employee is directed or appointed to relieve in a higher-level position for more than 50% of a shift, the Employee shall be paid at the minimum rate of the level awarded to the higher position for all hours worked including applicable overtime rates, for the period the Employee acts in the higher duties position.

## 19. PAYMENT OF SALARIES

Employees shall be paid fortnightly by electronic funds transfer into the Employee's nominated account or other agreed method.

## 20. REMUNERATION PACKAGING

Employees may, by written agreement with the Employer, enter into a remuneration packaging arrangement in accordance with the City's Remuneration Packaging policy, as varied from time to time. Any arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.

The City will provide at least one information session per annum for Employees to be familiar with the City's remuneration packaging providers.

## 21. ANNUAL LEAVE

- 21.1 Annual leave is provided for as in the NES

- 21.1.1 By agreement between the Employer and an Employee, the Employee may request annual leave be cashed out if:

- (i) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;

- (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
- (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

21.1.2 As per the NES, for each year of service an Employee is entitled to four weeks (152 hours) of paid annual leave; or five weeks (190 hours) of paid annual leave if the Employee meets the definition of 'Shiftworker', as defined at clause 4.9.

21.1.3 The annual leave entitlement for a part-time Employee shall accrue pro rata during a year of service according to the Employee's ordinary hours of work.

21.2 Annual leave loading is included in the Base Rate of Pay and therefore is expressly excluded from this Agreement.

21.3 The Employer may require annual leave to be taken during a business shut down, such as a Christmas close-down.

21.4 If an Employee has an excessive leave accrual of more than eight weeks (304 hours), the Employer will seek to confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual. In the event of extenuating circumstances an Employee may request to extend their leave accrual to twelve weeks.

21.4.1 If the Employer has genuinely tried to reach agreement with an Employee under clause 21.4 but agreement is not reached (including because the Employee refuses to confer), the Employer may direct the Employee in writing to take one or more periods of paid annual leave.

21.4.2 However, a direction by the Employer under clause 21.4.1:

- (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 21.4 or otherwise agreed by the Employer and Employee) are taken into account; and
- (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
- (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
- (iv) must not be inconsistent with any leave arrangement agreed by the Employer and Employee.
- (v) The Employee must take paid annual leave in accordance with a direction under clause 21.4.1 that is in effect.
- (vi) An Employee to whom a direction has been given under clause 21.4.1 may request to take a period of paid annual leave as if the direction had not been given.



## 21.5 Purchased Leave

A full-time Employee has the option of purchasing up to a further 152 hours of leave each year, with a commensurate reduction in total salary rate for the twelve months in accordance with the Executive Policy - Purchased Leave.

All full-time Employees, on their anniversary dates, are eligible to apply to their Manager for agreement to purchase additional leave. The Executive Policy - Purchased Leave is not incorporated into, and does not form part of this Agreement.

## 22. PERSONAL/CARER AND COMPASSIONATE LEAVE

22.1 Paid personal leave incorporates carers and sick leave and is available to fulltime and part-time Employees when they are absent:

22.1.1 Due to personal illness or injury (sick leave);

22.1.2 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); and

22.1.3 For an unexpected emergency affecting the member (carer's leave).

22.1.4 To allow Employees by mutual agreement with the Employer and subject to reasonable notice to take leave for family and/or personal responsibilities (short leave). This leave may only be taken in units of a maximum of eight hours per week and a total of forty hours per annum.

22.2 For the first three years of service with the Employer, fulltime and part-time Employees are entitled to 76 hours of paid personal leave each year and on commencement of the fourth and subsequent years of continuous service, an Employee is entitled to 91.2 hours of paid personal leave each year, accrued progressively during each year of service.

22.3 Fulltime and part-time Employees are entitled to use two non-cumulative paid compassionate leave on any occasion on which a member of the Employee's Immediate Family or household:

(i) contracts or develops a personal illness that poses a serious threat to his or her life;

(ii) sustains a personal injury that poses a serious threat to his or her life; or

(iii) dies.

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

22.5 Payment of Unused Personal Leave upon Conclusion of Employment

This clause only applies to those Employees employed prior to the commencement date of the City of Rockingham Enterprise Agreement 2012 (6 August 2012), for whom their existing unused personal leave arrangements, as described in this clause, form part of their contract of employment and continue to apply.

When employment is terminated by resignation, retirement or redundancy, 50% of the unused personal leave, accrued since the commencement date of the City of Rockingham (WA) Enterprise Agreement 1997, shall be paid to the Employee at the rate applicable at the time of termination. In the event of dismissal, an Employee will not be entitled to receive any payment for unused personal leave.

Employees who have accrued personal leave entitlements prior to the commencement of the 1997 Agreement shall access such personal leave entitlement prior to utilising the Personal Leave, except in the case of short leave hours accrued since the commencement date of the 1997 Agreement, which will be deducted from the personal leave accrual, not 'historical' personal leave entitlements.

## **23. COMMUNITY SERVICE LEAVE**

Community service leave is provided for as in the NES.

## **24. LONG SERVICE LEAVE**

24.1 Employees shall be provided long service leave in accordance with the *Local Government (Long Service Leave) Regulations*.

## **25. PARENTAL LEAVE**

25.1 Unpaid Parental leave is provided for as in the NES.

25.2 Paid Parental Leave – Primary Care Giver

25.2.1 The City shall pay four weeks' paid parental leave to all fulltime and part-time Employees that are primary care-givers and have completed at least 12 months of continuous service. Paid parental leave for primary care givers will be effective from the date of commencement of parental leave and forms part of the parental leave entitlement.

25.2.2 Part-time Employees who are primary care givers are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding twelve months of service.

25.2.3 Employees will be entitled to four weeks' paid leave for adopted children. Such leave to be paid on a pro rata basis to a part-time Employee.

25.2.4 Employees will be entitled to four weeks' paid leave if the infant is stillborn. Such leave to be paid on a pro rata basis to a part-time Employee.

25.2.5 All existing entitlements will accrue during this period of paid leave.

25.2.6 All paid parental leave will be provided at the applicable Weekly Base Rate of Pay (as defined at clause 4.12).

25.3 Paid Parental Leave – Non Primary Care Giver

One week's pay for a full-time Employee and paid on a pro-rata basis to a part-time Employee that; are in a non-primary care giver role, and have completed at least 12 months of continuous service. To be taken at the time the Employee's partner returns home from hospital or with the adopted child.

25.4 The Employee may take any other form of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period.

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

## **26. FAMILY AND DOMESTIC VIOLENCE LEAVE**

26.1 An Employee experiencing family or domestic violence will have access to use up to ten days of accrued leave per calendar year (non-accumulative). This leave can be used for medical appointments, legal proceedings and other activities related to their Family and Domestic Violence.

26.2 Employees experiencing family or domestic violence, that do not have sufficient leave accrued, will have access to ten days unpaid leave per calendar year (non-accumulative).

26.3 Leave provided under this clause may be taken as consecutive or single days, or as a fraction of a day.

26.4 An Employee must give notice to the Employer of taking of the leave provided for under this clause. The notice:

26.4.1 must be given to the Employer as soon as is reasonably practicable (which may be a time after the leave has started); and

26.4.2 must advise the Employer of the period or expected period of the leave.

26.5 The Employer may require the Employee to substantiate the need for leave by the production of evidence that will satisfy a reasonable person that the leave is to be taken for family violence. Evidence may be include, but not be limited to:

- (i) court orders;
- (ii) police reports;
- (iii) hospital incident reports;
- (iv) incident reports from a community service organisation registered with the Women's Council of Domestic and Family Violence Services; or
- (v) summary documentation from any of the above ((i) to (v)).

26.6 An Employee who supports an Immediate Family member experiencing family violence may take personal leave (provided in clause 22) to accompany them to court, to hospital, or to provide care for children.

26.7 The time an Employee is on paid or unpaid leave to deal with Family and Domestic Violence does not count as service but does not break the Employee's continuity of service.

26.8 The City understands the need for confidentiality in relation to such matters and will take all reasonable steps to ensure information concerning any notice or evidence an Employee has provided for taking leave for Family and Domestic Violence is treated confidentially, as far as it is reasonably practicable to do so.

## **27. PUBLIC HOLIDAYS**

27.1 The Employee shall be entitled to all the gazetted State public holidays as per section 114 to 115 of the NES and any other day, or part-day gazetted by the State as prescribed in the *Public and Bank Holidays*

*Act 1972 (WA)*. Although Easter Saturday is no longer a gazetted public holiday, for the purpose of this Agreement it shall be treated as a public holiday.

- 27.2 Two additional paid days of absence are available per annum to Employees who are scheduled to work on Easter Tuesday and 2 January (or the day on which 2 January is observed). The days must be taken in the year in which they fall due and at the convenience of the Employer.
- 27.3 Where an Employee is required to work on a public holiday they will be paid at the rate of ordinary time plus time and a half (double time and a half) for the actual hours worked.
- 27.4 Where an Employee is required to work on the observed public holiday they will be paid at the rate of ordinary time plus time and a half (double time and a half) for the actual hours worked. An Employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.
- 27.5 An Employer and Employee may mutually agree to substitute a public holiday as provided by the NES with an alternative day.
- 27.6 When a public holiday occurs on a day which an Employee is rostered off while employed on a seven day a week rotating roster system, the Employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The Employer may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the Employer and the Employee.

## **28. ORGANISATIONAL POLICIES AND PROCEDURES**

- 28.1 The Employers rules, regulations, policies and procedures are not incorporated into the Agreement.
- 28.2 The Employer shall ensure that all policies and procedures are communicated in writing to Employees. The Employee shall familiarise themselves with and abide by all of the City's rules, regulations and policies as may be current from time to time.
- 28.3 Employees may be subjected to undertake drug and alcohol screening on a random basis in accordance with the City's policies and procedures.
- 28.4 Appropriate vehicles will be fitted with Global Positioning Systems to assist with the safety of Employees, asset management, plant maintenance and customer service.
- 28.5 The Employer will provide a Wellness Programme that enables Employees to access various wellness strategies that may be amended from time to time.
- 28.6 The Employer may elect to apply a three month probationary period in which case the Employee shall be informed prior to engagement. The probationary period will be appropriate to the duties and the responsibilities of the position. After the successful probationary period, the Employee shall be notified in writing that they have continuing employment status.

## **29. CONSULTATION PROCEDURE**

- 29.1 This term applies if the Employer:

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

29.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

## 29.2 Major Change

29.2.1 For a major change referred to in subclause 29.1.1

- (i) The Employer must notify the relevant Employees of the decision to introduce the major change; and
- (ii) Subclauses 29.2.2 to 29.2.8 apply.

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

29.2.3 If:

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

29.2.4 As soon as practicable after making its decision, the Employer must:

- (i) Discuss with the relevant Employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the Employees; and
  - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (ii) For the purposes of the discussion provide, in writing, to the relevant Employees:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the Employees; and
  - any other matters likely to affect the Employees.

29.2.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

29.2.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

29.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclause 29.2.1 (i) and subclauses 29.2.2 and 29.2.4 are taken not to apply.

29.2.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (i) termination of the employment of Employees; or
- (ii) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain Employees; or
- (vi) the need to relocate Employees to another workplace; or
- (vii) the restructuring of jobs.

### 29.3 Change to Regular Roster or Ordinary Hours of Work

29.3.1 For a change referred to in clause 29.1.2;

- (i) The Employer must notify the relevant Employees of the proposed change; and
- (ii) Subclauses 29.3.2 to 29.3.6 apply.

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

29.3.3 If:

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

29.3.4 As soon as practicable after proposing to introduce the change, the Employer must:

- (i) Discuss with the relevant Employees the introduction of the change; and
- (ii) For the purposes of the discussion--provide to the relevant Employees:
  - all relevant information about the change, including the nature of the change; and
  - information about what the Employer reasonably believes will be the effects of the change on the Employees; and

- information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

(iii) Invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

29.3.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

29.3.6 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

29.3.7 In this term, "relevant Employees" means the Employees who may be affected by a change referred to in subclause 29.1.2.

### 30. TERMINATION OF EMPLOYMENT

30.1 The Employer may end the employment of the Employee by giving them notice. Rather than an Employee working their notice period, the Employer may pay an Employee in lieu of the notice period. The Employee may resign from employment by giving notice to the Employer. The amount of notice required to be given by the Employer is based upon the period of continuous employment as follows:

Period of Continuous Service	Period of Notice
Up to one year	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years of completed service	four weeks

30.1.1 For the purposes of ending employment, this period of notice is increased by one week if the Employee is over 45 years old and has completed at least two years' continuous service with the Employer. The Employer may, instead of giving notice, pay the Employee salary equivalent to the required period of notice.

30.2 The notice of termination required to be given by an Employee is the same as that required of an Employer, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies to the equivalent of one week's pay, from an Employee at least 18 years of age.

30.3 An Employee who has been absent for a period of ten working days, without the consent of the Employer, and during such time has not established to the satisfaction of the Employer that he/she was absent for reasonable cause, will be deemed to have abandoned his/her employment without notice. Provided that the Employer will make reasonable effort to contact the Employee before the contract is repudiated under this subclause.

30.3.1 Repudiation in such circumstances will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

30.3.2 In the event an Employee is terminated on grounds specified in clause 30.3, the Employer will provide notice of termination in accordance with clause 30.1 and, if applicable, 30.1.1.

- 30.4 During a probationary period, either the Employer or the Employee may terminate the employment relationship with the giving of one week's notice, or payment in lieu of one week's salary.
- 30.5 The Employer may end the employment of an Employee without notice for serious misconduct.
- 30.6 If at any time the Employee is charged with any criminal offence, or in such other serious matter the Employer may suspend the Employee from duty while the matter is investigated, if deemed necessary by the Employer.

### **31. REDUNDANCY**

- 31.1 The Parties agree that during the life of the Agreement, redundancies will be offered as a last resort and only in the following circumstances.
  - 31.1.1 Where structural reform such as compulsory tendering, privatisation or downsizing necessitates a reduction in the workforce.
  - 31.1.2 After every endeavour has been utilised to provide training and career planning to the individual or work teams and redeployment has been investigated.
- 31.2 Employees or their representative(s) may negotiate the terms of their redundancy with the Employer, however, the minimum terms for settlement will be:
  - 31.2.1 Four weeks' notice or pay in lieu of notice;
  - 31.2.2 An additional one week's notice, or pay in lieu of notice, if the Employee is over 45 years of age; and
  - 31.2.3 Three weeks' pay for every completed year of service to a maximum of 52 weeks for those Employees who have completed at least two years of continuous service; or
  - 31.2.4 Four weeks' pay for Employees who have completed at least one year of continuous service but less than two years of continuous service.
  - 31.4.5 A week's pay for the purposes of calculating a redundancy is the Weekly Base Rate of Pay as defined in clause 4.12.
- 31.3 The salary of an Employee, who is redeployed to an alternative position at a lower classification level, shall be maintained at the existing level and there will be no entitlement to any increase until such time as the salary relevant to the lower classification level is equal to the maintained salary. If the maintained salary is not equal to the lower classification level after two years the maintained salary will be reduced to the salary relevant to the lower classification. The Employee will be given the opportunity to undertake appropriate training and development as determined by the Employer.
- 31.4 In the event that an Employee does not wish to take redeployment then that Employee can undertake the redundancy package as per clause 31.2.
- 31.5 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.



- 31.6 An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off work without loss of pay during each week of notice for the purpose of seeking other employment. If the Employee has been allowed more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

## **32. DEALING WITH DISPUTES**

- 32.1 Any complaint, claim or dispute, or any matter which is likely to result in a dispute relating to a matter arising under the Agreement or the NES shall be settled in accordance with the procedures set out herein.
- 32.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 32.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 32.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

- 32.5 The Fair Work Commission may deal with the dispute in two stages:

32.5.1 The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

32.5.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) Arbitrate the dispute; and
- (ii) Make a determination that is binding on the parties.

If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the *Fair Work Act 2009 (Cth)*. Therefore, an appeal may be made against the decision.

- 32.6 While the parties are trying to resolve the dispute using the procedures in this term:

32.6.1 An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

32.6.2 An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) The work is not safe; or

- (ii) Applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) The work is not appropriate for the Employee to perform; or
- (iv) There are other reasonable grounds for the Employee to refuse to comply with the direction.

32.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

### **33. EMPLOYEE REPRESENTATIVE RIGHTS**

Where the Union appoints an Employee to be a workplace delegate and notifies the City in writing, that Employee shall be recognised as an accredited representative of the Union. Accredited representatives shall have the following workplace rights:

- 33.1 Delegates will be treated fairly and equitably in their role as Union representative without discrimination in the workplace.
- 33.2 As part of the Union's role in representing members and in contributing to the efficient operation of the organisation, delegates will have the opportunity to speak on behalf of members in the workplace when requested by the member.
- 33.3 Delegates have the right to reasonable paid time, as approved by the Employer, during normal working hours to consult with Union members and Union officials with regard to the abovementioned activities.
- 33.4 Where requested by a Union member, delegates will have the right to be included in discussions and given access to reasonable information about issues regarding the Union member within the workplace.
- 33.5 Delegates may place Union information on a notice board with prior notification to the Manager Human Resource Development.
- 33.6 Delegates will have the right to reasonable access to telephone, facsimile, photocopying and email facilities for the purpose of effectively carrying out their role as a delegate.
- 33.7 Delegates may request up to a maximum of two paid days per annum, non-cumulative, to attend appropriate dispute resolution training having regard to the operational requirements of the Employer.

**34. SIGNATORIES TO AGREEMENT**

Enterprise Agreement made under the *Fair Work Act 2009 (Cth)*, between:

For City of Rockingham, 1 Civic Boulevard, Rockingham WA 6168

Michael Anthony Parker

Name in full (printed)



Signed

Chief Executive Officer

Position Title

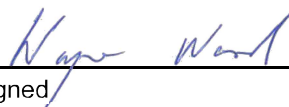
22/02/2022

Date

For the Australian Municipal, Administrative, Clerical and Services Union

Wayne Wood

Name in full (printed)



Signed

102 East Parade, East Perth WA 6004

Address

Branch Secretary

Position Title

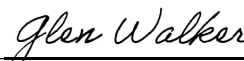
21/02/2022

Date

And an Employee Representative

Glen Anthony Walker

Name in full (printed)



Signed

19 Baltimore Gardens Port Kennedy

Address

Smart Watch Officer

Position Title

21-02-2022

Date

## SCHEDULE A – SKILL DESCRIPTORS

This Agreement structure consists of entry level skill-based 'levels' defined according to the following skill descriptors and read in conjunction with the Employer's relevant salary system. Various positions may also require Employees to hold and maintain appropriate licences, certificates and qualifications or tickets for the operation of various equipment.

### LEVEL 1

#### Characteristics of the level

- This level is an introductory level for Employees with no previous experience in the position to be filled.
- At this level, Officers 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. Officers' 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 Officers 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.
- With the exception of Recreation/Aquatic Centre roles, the entry point for adults with minimal skills or knowledge in Local Government or minimal relevant experience will be Level 1 Step 4. 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.

#### 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 Officers are studying for an appropriate certificate;
- Basic numeracy and written and verbal communication skills;
- At this level, Employers are expected to offer substantial on the job training.

#### Responsibilities

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

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

#### Organisational relationships

- Works under direct supervision.

#### Extent of authority

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

**LEVEL 2****Characteristics of the level**

- At this level, Officers 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. Officers' 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, Officers at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- Positions initially at this level will involve Officers in extensive on the job training including familiarisation with the goals and objectives of the work section.
- Officers 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 at this level.

**Requirements of the job**

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

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

- Developing knowledge of the 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, Employers are expected to offer continuing on the job training;
- It is desirable that Officers are studying for an appropriate certificate or undertaking either internal or external training.

**Responsibilities**

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

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

**Organisational relationships**

- Works under direct supervision.

**Extent of authority**

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

## LEVEL 3

### Characteristics of the level

- At this level, Officers 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. Officers may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the Employer. In addition, Officers may be required to assist senior Officers with specific projects.
- Officers will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified Officers concerning established procedures. In addition Officers at this level may be required to assist in establishing procedures to meet the objectives of a minor function.
- Officers 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 Officers.
- Officers at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

### Requirements of the job

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

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

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

### Responsibilities

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

- Undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- Achieve outcomes that are clearly defined;
- Operate general workplace equipment, initiate corrective action at an elementary level;
- Operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;
- Provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- Perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers;

- Provide para professional support to qualified Officers;
- Oversight the work of unqualified staff and/or take charge of a minor function within the Local Government;
- Undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist senior Officers with special projects;
- Exercise operational responsibility for a single purpose complex;
- Perform tasks requiring knowledge of established work practices and procedures relevant to the work area.

Where prime responsibility is to supervise outside Employees:

- Plan and coordinate the activities of Employees within a single works function of Local Government;
- Supervise the day-to-day operation of a minor works project;
- Responsible for a minor works project/programme.

Where prime responsibility lies in a technical field:

- Apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;
- Responsible for a minor project.

#### **Organisational relationships**

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

#### **Extent of authority**

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

### **LEVEL 4**

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

- At this level Officers work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior Officer.
- 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 Officers. Officers may receive instruction on the broader aspects of the work. In addition, Officers may provide assistance to lower classified Employees.
- Positions at this level allow Officers the scope for exercising initiatives in the application of established work procedures.
- At this level Officers may be required to supervise. Officers with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- Officers will be responsible for managing and planning their own work and that of subordinate staff 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 staff with on-the-job training.

- It is desirable that three year degree holders shall progress to this level after the completion of twelve months service at the top of Level 3, after obtaining relevant experience and a satisfactory degree of competence. This is the appointment level for any graduate with a relevant four year degree who is required to undertake work related to that qualification.
- Officers with certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

### **Requirements of the job**

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

- Thorough knowledge of work activities performed within the work area;
- Sound knowledge of procedural/operational methods of the work area;
- May utilise professional, specialised or technical knowledge;
- Working knowledge of statutory requirements relevant to the work area;
- Ability to apply computing concepts;
- Entry level for four year degree in the relevant discipline; or
- Entry level for three year degree plus Graduate Diploma in the relevant discipline; or
- Associate Diploma with experience; or
- Three year degree plus one year professional experience in the relevant discipline; or
- Appropriate certificate with relevant experience attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

### **Responsibilities**

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

- Undertake responsibility for various activities in a specialised area and/or components of the works programme;
- Exercise responsibility for a function within the work area;
- Assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the Officer;
- Supervise the work of other para professional staff;
- 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 measures and inform them of their obligations under the relevant legislation;
- Provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, Local Laws and Council policies. Undertake inspections;
- Undertake minor development assessment duties;
- Exercise operational responsibility for a multipurpose complex;
- Coordinate elementary community service programmes or a single programme at a more complex level;
- Plan and coordinate elementary community based projects/programmes;
- Perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- Provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- Proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems.



Where prime responsibility lies in a professional field, Officers 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 Officers;
- Perform duties of a specialised nature.

Where the prime responsibility is to supervise the work of outside Employees, supervision may extend to several elements of the work:

- Plan and coordinate minor works;
- Exercise responsibility for a number of minor works and determine objectives for the functions under their control.

Where the prime responsibility lies in a technical field, Officers at this level:

- Perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
- Assist and review work done by subordinate Officers.

#### **Organisational relationships**

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

#### **Extent of authority**

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

### **LEVEL 5**

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

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

### Requirements of the job

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

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

- Knowledge of statutory requirements relevant to work area;
- Knowledge of section procedures, policies and activities;
- Sound discipline knowledge gained through previous experience, training or education;
- Knowledge of the role of departments within the Local Government and/or service functions;
- Specialists require an understanding of the underlying principles in the relevant disciplines;
- Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience; or
- Associate Diploma with relevant experience; or
- Lesser formal qualifications with substantial years of relevant experience; or
- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

### Responsibilities

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

- Undertake activities that may require the Officer 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 Officers;
- Ensure plans, permits, applications comply with appropriate legislation;
- Manage a multipurpose complex;
- Undertake a wide range of activities associated with programme, activity or service delivery.

Where the prime responsibility lies in a professional field, Officers at this level would undertake at least some of the following:

- Liaise with other professionals at a technical level;
- Discuss techniques, procedures and/or results with clients on straight forward matters;
- Lead a team within a discipline related project and/or a works programme;
- Provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems;
- Carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- Perform a range of planning functions exercising knowledge of statutory and legal requirements;
- Assist senior Officers with the planning and coordination of a community programme of a complex nature;
- Undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area.

Where the prime responsibility is to supervise the work of outside Employees, Officers 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 Officers with the establishment of work programmes of a complex nature;
- Responsible for part of the works programme budget.

Where the prime responsibility lies in a technical field, Officers at this level:

- Undertake projects which impact on the sections and/or departments programmes;

- Carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

#### **Organisational relationships**

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

#### **Extent of authority**

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

### **LEVEL 6**

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

- At this level Officers are subject to general direction from senior Officers. Officers undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the Employer's goals.
- Officers 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 programmes and procedures. Positions will include a range of work functions and may involve the supervision of a section or in the case of small Local Governments a department. Work may span more than one discipline. In addition, Officers at this level may be required to assist in the preparation of or prepare the departmental budget. Officers at this level will be required to provide expert advice to lower classified Officers.
- Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, Officers will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programmes in small Local Governments).
- Officers are required to set project priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the cooperation of clients and staff.
- Officers responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Local Government goals. Specialists may be required to provide multi-disciplinary advice.

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

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

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

- Knowledge of departmental programmes, policies and activities;
- Sound discipline knowledge gained through experience;
- Sound knowledge of the role of the Employer's structure and service;
- Relevant degree with relevant experience; or
- Associate Diploma with substantial experience; or
- Less formal qualifications with specialised skills sufficient to perform at this level; or

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

### **Responsibilities**

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

- Responsible for a range of functions within the 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 Officers;
- Exercise judgement and initiative where procedures not clearly defined;
- Operate as a specialist Officer in the relevant discipline where decisions made and taken rest with the Officer with no reference to a senior Officer;
- Plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;
- Undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas: may exercise responsibility for a specialised area of the Employer's operation;
- Understanding all areas of equipment operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- Undertake publicity assignments within the framework of the Employer's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing.

Where the prime responsibility lies in a professional field, Officers at this level would undertake at least some of the following:

- Under general direction undertake tasks of a specialised and/or detailed nature;
- Provide reports on progress of project activities including recommendations;
- Exercise professional judgement within prescribed areas that may include supervision of the function;
- Carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
- Exercise a high level of interpersonal skills in dealing with the public and other organisations;
- Plan, develop and operate a community service programme of a moderately complex nature;
- Exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;

Where prime responsibility is to supervise outside Employees, Officers at this level:

- Exercise operational responsibility for works programmes;
- Exercise judgement and initiative where procedures not clearly defined;
- Establish work programmes in small Local Government;

Where prime responsibility lies in a technical field, Officers at this level:

- Lead teams on moderately complex technical projects;
- Exercise significant initiative and judgement in the selection and application of established principles, techniques;
- Supervise the work of other staff;
- Provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

### **Organisational relationships**

- Works under general direction;
- Supervise other Employees.

### **Extent of authority**

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

## **LEVEL 7**

### **Characteristics of the level**

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

### **Requirements of the job**

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

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

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

- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

### **Responsibilities**

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

- Undertake significant projects and/or functions involving the use of analytical skills;
- Provide advice on matters of complexity within the work area and/or discipline;
- Undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- Provide advice on policy matters and contribute to their development;
- Negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- Control and coordinate a work area within budgetary constraints;
- Exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- Undertake duties that involve more than one discipline;
- Provide a consultancy service for a range of activities.

Where prime responsibility lies in a professional field an Officer at this level would undertake at least some of the following:

- Provide support to a range of activities or programmes;
- Control and coordinate projects;
- Contribute to the development of new procedures and methodology;
- Provide expert advice/assistance relevant to the discipline;
- Supervise/manage the operation of a work area;
- Supervise on occasions other professional staff within the discipline;
- Provide consultancy services for a range of activities.

Where prime responsibility is to supervise outside Employees, Officers at this level:

- Control and coordinate the works programme within budgetary constraints;
- Supervise large outside work force and/or contractors;
- Exercise a degree of autonomy, within budgetary constraints, in establishing works programmes.

Where the prime responsibility is in a technical field, Officers at this level:

- Undertake duties that involve more than one discipline;
- Contribute to the development of new techniques and methodology;
- Provide a consultancy service for a range of activities.

### **Organisational relationships**

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

### **Extent of authority**

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

## LEVEL 8

### Characteristics of the level

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

### Requirements of the job

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

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

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

### Responsibilities

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

- Undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- Exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- Develop work practices and procedures for various projects;
- Establish work area outcomes;
- Prepare budget submissions for senior Officers and/or the Employer;
- Develop and implement significant operational procedures;
- Review operations to determine their effectiveness;
- Develop appropriate methodology and apply proven techniques in providing specialised services.



Where prime responsibility lies in a professional field Officers at this level, would undertake at least some of the following:

- Control and coordinate projects within an organisation in accordance with corporate goals;
- Provide advice on policy matters and contribute to its development;
- Provide a consultancy service to a wide range of clients;
- Functions may involve complex professional problem solving.

Where prime responsibility is to supervise outside Employees, Officers at this level:

- Develop and implement significant works programmes;
- Review operations to determine their effectiveness.

Where prime responsibility is in a technical field, Officers at this level:

- Develop appropriate methodology and apply proven techniques in providing specialised technical services;
- Exercise significant levels of initiative in the accomplishment of technical objectives.

#### **Organisational relationships**

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

#### **Extent of authority**

- Manage work area of the Local Government or works programmes;
- Has significant delegated authority;
- Decisions and actions taken at this level may have significant effect on programme/projects/work areas being managed.

### **LEVEL 9**

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

- At this level, Officers are subject to broad direction from senior Officers and exercise managerial responsibility for a department/Local Government's relevant activity. In addition, Officers may operate as a senior specialist providing multi-functional advice to either various departments or directly to the Employer.
- General features of this level require the Officers' involvement in the initiation and formulation of extensive projects/programmes that impact on the Employer's goals and objectives. Officers are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or the Local Government.
- In addition Officers will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- Officers 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 Officer to provide advice and support to other areas of the Local Government. Officers at this level will have significant impact upon the Employer's policies and programmes and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programmes.
- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.



### **Requirements of the job**

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

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

- Detailed knowledge of the Employer's policy, programmes and the procedures and practices;
- High level of discipline knowledge;
- Detailed knowledge of statutory requirements;
- Qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. (Could be acquired through further formal qualifications in field of expertise or in management); or
- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
- A combination of experience, expertise and competence sufficient to perform the duties of the position.

### **Responsibilities**

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

- Undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- Undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- Undertake functions across a range of administrative, specialist or operational areas which include specific programmes/activities, management of service delivery and the provision of high level advice;
- Provide specialist advice on policy matters and contribute to the development/review of policies;
- Manage extensive projects/programmes in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- Administer complex policy and programme matters;
- Offer consultancy service;
- Evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the Employer's objectives.

Where the prime responsibility is in a professional field Officers at this level, would undertake at least some of the following:

- Contribute to the development of operational policy;
- Assess and review the standards and work of other professional Employees/external consultants;
- Initiate and formulate departmental/Local Government programmes;
- Implement the Employer's objectives within corporate goals;
- Develop and recommend on-going plans and programmes for department/Local Government;
- Ensure the outcome of work of significant scope and/or complexity.

Where prime responsibility is in the supervision of outside Employees, Officers at this level:

- Establish, control and organise ongoing plans and programmes for department/Local Government;
- Administer complex policy and works programme matters.

Where prime responsibility lies in the technical field, Officers at this level:

- Conduct technical support programmes and sub-programmes within the framework of the Employer's operating programme;
- Ongoing evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

**Organisational relationships**

- Works under broad direction.

**Extent of authority**

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

**SCHEDULE B – SALARY TABLE**

Level	Step	March 2021 1.5%	March 2022 1.5%	March 2023 1%
1	1	\$45,774	\$46,461	\$46,925
	2	\$50,513	\$51,271	\$51,784
	3	\$53,056	\$53,851	\$54,390
	4	\$55,599	\$56,433	\$56,997
2	1	\$58,778	\$59,660	\$60,256
	2	\$60,034	\$60,935	\$61,544
	3	\$62,160	\$63,092	\$63,723
	4	\$64,310	\$65,275	\$65,927
3	1	\$66,496	\$67,493	\$68,168
	2	\$67,809	\$68,826	\$69,514
	3	\$69,134	\$70,171	\$70,873
	4	\$71,394	\$72,465	\$73,189
4	1	\$73,159	\$74,257	\$74,999
	2	\$74,727	\$75,848	\$76,606
	3	\$76,069	\$77,210	\$77,982
	4	\$78,110	\$79,281	\$80,074
5	1	\$80,600	\$81,809	\$82,627
	2	\$82,040	\$83,270	\$84,103
	3	\$83,425	\$84,677	\$85,523
	4	\$85,351	\$86,631	\$87,497
6	1	\$86,747	\$88,049	\$88,929
	2	\$89,322	\$90,662	\$91,569
	3	\$91,084	\$92,450	\$93,375
	4	\$93,126	\$94,523	\$95,469
7	1	\$95,144	\$96,571	\$97,537
	2	\$97,409	\$98,870	\$99,859
	3	\$99,276	\$100,765	\$101,773
	4	\$100,610	\$102,120	\$103,141
8	1	\$103,009	\$104,554	\$105,599
	2	\$104,879	\$106,453	\$107,517
	3	\$106,743	\$108,344	\$109,428
	4	\$108,610	\$110,239	\$111,342
9	1	\$111,333	\$113,003	\$114,133
	2	\$114,376	\$116,091	\$117,252
	3	\$116,791	\$118,542	\$119,728
	4	\$119,204	\$120,992	\$122,202

The above annual rates include annual leave loading.

## SCHEDULE C – SUPPORTED WAGE SYSTEM

This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In this schedule:

- Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme
- Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged
- Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook.
- SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate

### Eligibility criteria

Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

### Supported wage rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

Provided that the minimum amount payable must be not less than \$100.00 per week.

Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

**Assessment of capacity**

For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a Union which the Employee is eligible to join.

All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

**Lodgement of SWS wage assessment agreement**

All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Commission.

All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a Union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 (ten) working days.

**Review of assessment**

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

**Other terms and conditions of employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

**Workplace adjustment**

An Employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

**Trial period**

In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 (twelve) weeks, except that in some cases additional work adjustment time (not exceeding four [4] weeks) may be needed.

During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined. The minimum amount payable to the Employee during the trial period must be no less than \$100 per week.

Work trials should include induction or training as appropriate to the job being trialled. Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment.

Our Ref: PSL/2872-2  
Your Ref: AG2022/484  
Enquiries to: Vince Ritorto – Manager Human Resources Development



10 March 2022

Deputy President Asbury  
Fair Work Commission  
Level 14, Central Plaza Two  
66 Eagle Street  
BRISBANE QLD 4000

Dear Deputy President Asbury

**AG2022/484: City of Rockingham Enterprise Agreement 2021 – Undertakings**

I refer to the Fair Work Commissions email sent to the City of Rockingham (City) on 3 March 2022 in relation to the proposed City of Rockingham Enterprise Agreement 2021 (Agreement).

Further to the City response via email, the City provides the following undertakings pursuant to section 190 of the *Fair Work Act 2009* (Cth).

I declare that I, Michael Parker, have authority to give the undertakings on behalf of the City and understand that each undertaking is to be taken to be a term of the Agreement.

**Clause 15.4**

The City provides an undertaking that clause 15.4 of the Agreement will not apply and will be replaced with the following clause:

*Where a statute or regulation relating to trainees is in force in Western Australia, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.*

**Clause 9.2: Weekend Penalty Rates**

The City provides an undertaking that all employees that are:

- a) covered by this Agreement; and
- b) engaged in roles or work areas that would be captured under the ordinary span of hours that are provided at clauses 13.1 (e), 13.1 (f) and 13.1 (g) of the Local Government Industry Award 2020 (except for roles engaged in recreation centres and community services)



will be paid weekend penalties in accordance with clauses 9.2.1 to 9.2.3 of the Agreement.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'M. Parker', with a stylized flourish extending to the right.

MICHAEL PARKER  
CHIEF EXECTUVE OFFICER