



# DECISION

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

**City of Rockingham**  
(AG2021/8671)

## **CITY OF ROCKINGHAM OUTSIDE WORKFORCE ENTERPRISE AGREEMENT 2020**

Local government administration

DEPUTY PRESIDENT BEAUMONT

PERTH, 10 DECEMBER 2021

*Application for approval of the City of Rockingham Outside Workforce Enterprise Agreement 2020*

[1] The City of Rockingham has made an application for the approval of an enterprise agreement known as the *City of Rockingham Outside Workforce Enterprise Agreement 2020* (the **Agreement**). The application was made under s 185 of the *Fair Work Act 2009* (Cth) (the **Act**). The Agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declarations, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Municipal, Administrative, Clerical and Services Union, and the Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities Water Boards Union (together the **organisations**), being bargaining representatives for the Agreement, have 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, and based on the declarations provided by the organisations, I note that the organisations are covered by the Agreement.

[4] The Agreement was approved on 10 December 2021 and, in accordance with s 54, will operate from 17 December 2021. The nominal expiry date of the Agreement is 1 June 2023.



DEPUTY PRESIDENT

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CITY OF ROCKINGHAM

OUTSIDE WORKFORCE ENTERPRISE  
AGREEMENT 2020

## 1. TITLE

This Agreement shall be known as the City of Rockingham Outside Workforce Enterprise Agreement 2020 (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 June 2023.
- 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 B (Employees);
  - 3.3.3 Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union (LGRCEU);
  - 3.3.4 Australian Municipal, Administrative, Clerical and Services Union (ASU); and
  - 3.3.5 Construction, Forestry, Mining and Energy Union (CFMEU).
- 3.4 Employees excluded from this Agreement shall be:
- 3.4.1 Employees employed under the City of Rockingham Enterprise Agreement 2018 (known as the Inside Agreement) or its successor;
  - 3.4.2 Chief Executive Officer, Executive Directors and Operational Managers; and
  - 3.4.3 Employees employed at the City's aquatic, recreational and leisure facilities.
- 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 This Agreement operates to the exclusion of any awards or industrial instruments including, but not limited to, the *Local Government Industry Award 2020* except where specifically stated.
- 3.7 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES), as varied from time to time. 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.
- 3.8 Explanatory guidelines for the implementation for this Agreement have been included at Schedule C.

### 4. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 4.1 Family and domestic violence has the meaning prescribed in section 106B (2) and (3) of the *Fair Work Act 2009 (Cth)*.
- 4.2 The Hourly Base Rate of Pay of an Employee is 1/38th of the Weekly Base Rate of Pay prescribed in clause 12.
- 4.3 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.
- 4.4 Landfill Services shall mean those Employees who are employed in the following work functions: waste transfer stations, waste management (including recycling), salvage yard, weighbridge operators and plant operators based at the Millar Road Landfill Facility or any other facility location as determined by the City.
- 4.5 NES is the National Employment Standards.
- 4.6 Ordinary Working Day shall mean any of the days where ordinary hours of work are performed, as specified in clause 8.
- 4.7 'Service' has the meaning prescribed in section 22 (1) and (2) of the *Fair Work Act 2009 (Cth)*.
- 4.8 Shiftworkers for the purposes of the NES is an Employee who:
- 4.8.1 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
- 4.8.2 is regularly rostered to work on Sundays and public holidays.
- 4.8.3 "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.
- 4.9 Standard Hourly Rate means Hourly Base Rate of Pay for Skill Descriptor 'Level 4A' in clause 12.5.
- 4.10 Waste Services shall mean those Employees who are employed in the following work functions: beach front team and waste collection truck drivers but specifically excludes rapid response team (referred to as LitterBusters) and general litter team.
- 4.11 Weekly Base Rate of Pay (all Employees except Waste and Landfill Services) is for 38 hours of work per week during ordinary hours. This rate includes the annual leave loading of 17.5% for 152 hours of leave and the Level 1 adverse workings conditions allowance as prescribed by clause 19.2 (c) of the *Local Government Industry Award 2020* as at the date of the registration of this Agreement. The various weekly base rates of pay relevant to individual employees are prescribed in clause 12.
- 4.12 Weekly Base Rate of Pay (Waste and Landfill Services) is for 38 hours of work per week during ordinary hours. This rate includes the annual leave loading of 17.5% for 190 hours of leave and the Level 2

adverse workings conditions allowance as prescribed by clause 19.2 (c) of the *Local Government Industry Award 2020* as at the date of the registration of this Agreement. The various weekly base rates of pay relevant to individual employees are prescribed in clause 12.

## 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 28 days' 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 (as per clause 30) 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 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 By agreement an Employer and Employee may vary the agreed hours of work in writing. In the event that an Employer seeks to vary the agreed hours of work without the consent of the Employee, two weeks' notice should be provided.

7.2.5 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.

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 Hourly Base Rate of Pay for the relevant classification in clause 12.

7.2.8 A part-time Employee may agree to work up to an average of 38 ordinary hours per week at the Hourly Base Rate of Pay provided the Agreement is entered into without duress, in writing and stipulates that hours are to be paid at the Hourly Base Rate of Pay.

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 7.2.4, 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 paid leave (except for long service leave), paid 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 relevant Hourly Base Rate of Pay exclusive of casual loading (i.e. hourly base rate of pay plus penalty rate calculated on the hourly base rate) as per below table:

**Casual employees and payment of penalties**

		Penalty for working outside spread of ordinary hours - Monday to Friday (extra 20%)	
Example Base rate	Casual loading		Total paid
\$ 20.00	\$ 5.00	\$ 4.00	\$ 29.00

- 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 relevant Hourly Base Rate of Pay exclusive of casual loading) as per below table:

**Casual employees and payment of overtime**

		Overtime of extra 50% (within first two hours)	
Example Base rate	Casual loading		Total paid
\$ 20.00	\$ 5.00	\$ 10.00	\$ 35.00

- 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 relevant 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 Right to Request Casual Conversion**

- 7.4.1 A casual Employee has a right to request casual conversion in accordance with section 66F of the NES.

**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 may not be ongoing.

- 7.5.2 Under a fixed term contract, an Employee shall be advised of his/her period 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.

For all Employees, unless specified in clauses 8.6 to 8.12, the default option will be as per clause 8.1.2.

### 8.2 Spread of Ordinary Working Days and Hours

8.2.1 Except as otherwise provided in clauses 8.6 to 8.12 and 9.3, 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).

### 8.3 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 (specified at clause 8.5.1):
  - (i) by giving no more than thirteen weeks' written notice to the group of Employees which the arrangement relates to; or
  - (ii) if the Employer and group of Employee agree in writing - at any time.
- 8.5.3 The Employees may terminate the collective flexibility arrangement (as per clause 8.5.1) 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 more than thirteen weeks' written notice to the Employer; or
  - (ii) if the Employer and group of Employees agree in writing - at any time.
- 8.5.4 Consultation with Employees will be performed in accordance with the consultation procedure at clause 30.

8.6 Waste Collection Truck Drivers' Hours of Work

- 8.6.1 The ordinary hours for a Waste Collection Truck Driver shall not exceed 228 hours per six week roster (average 38 hours per week) to be worked between Monday and Saturday, and within a spread of twelve hours that shall include a meal break of not less than thirty minutes' duration, between the hours of 6.00am and 6.00pm. The start and finish times may be earlier or later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee(s) and Employer.
- 8.6.2 By mutual agreement the maximum ordinary hours to be worked on any day as provided in sub-clause 8.6.1 shall be up to a maximum of ten hours provided that in any such arrangement, no more than an average of 38 hours is worked, in accordance with sub-clause 8.6.1 in any six week roster period.
- 8.6.3 Any day shift in excess of ten hours will attract the appropriate overtime payment.
- 8.6.4 Hours of work on a Saturday are agreed as 7.00am to 5.00pm but may be varied for operational requirements as determined by consultation and mutual agreement between the Employer and the Employee.
- 8.6.5 Hours of work as detailed in sub-clause 8.6.1 are to be worked in accordance with the following roster:

- Denotes rostered day on and number of hours worked



Day	Roster 1	Roster 2	Roster 3
Monday	9.5	9.5	
Tuesday	9.5	9.5	
Wednesday	9.5	9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday			
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday		9.5	9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday			
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		9.5
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5
Sunday			
Monday	9.5	9.5	
Tuesday	9.5	9.5	
Wednesday	9.5	9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday			
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday		9.5	9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday			
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		9.5
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5

Day	Roster 1	Roster 2	Roster 3
Sunday			
<b>Total Hours</b>	<b>228</b>	<b>228</b>	<b>228</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>	<b>38</b>

8.7 Weighbridge Operators’ Hours of Work

- 8.7.1 The ordinary hours for a Weighbridge Operator shall not exceed an average of 76 hours per fortnight to be worked on eight days per fortnight, Monday to Sunday inclusive, and within a spread of twelve hours which shall include a meal break of not less than thirty minutes’ duration, between the hours of 6.00am and 6.00pm.
- 8.7.2 The start times and finish times may commence earlier or finish later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee and the Employer.
- 8.7.3 The start and finish times shall be linked to the opening hours of the Landfill Facility.
- 8.7.4 By mutual agreement, in accordance with sub-clause 8.7.1, the maximum ordinary hours to be worked on any day shall be up to a maximum of ten hours provided that in any such arrangement no more than an average of 76 hours per fortnight is worked in any two week roster period.
- 8.7.5 Any day shift worked by a Weighbridge Operator in excess of ten hours will attract the appropriate overtime payment.
- 8.7.6 Hours of work for a Weighbridge Operator as detailed in sub-clause 8.7.1 are to be worked in accordance with the following roster, this roster shall be reviewed and amended to suit work requirements if necessary.

- Denotes rostered day on and number of hours worked

Day	Roster 1	Roster2
Monday	9.5	
Tuesday	9.5	
Wednesday	9.5	9.5
Thursday		9.5
Friday		9.5
Saturday	9.5	
Sunday	9.5	
Monday	9.5	
Tuesday	9.5	
Wednesday	9.5	9.5
Thursday		9.5
Friday		9.5
Saturday		9.5

Day	Roster 1	Roster2
Sunday		9.5
<b>Total Hours</b>	<b>76</b>	<b>76</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>

8.8 Landfill Plant Operators' Hours of Work

- 8.8.1 The ordinary hours of work for a Plant Operator shall not exceed an average of 76 hours per fortnight to be worked on eight days per fortnight, Monday to Sunday inclusive, and within a spread of twelve hours which shall include a meal break of not less than thirty minutes' duration, between the hours of 6.00am and 6.00pm.
- 8.8.2 The start and finish times may commence earlier or finish later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee and the Employer.
- 8.8.3 The start and finish times shall be linked to the opening hours of the Landfill Facility.
- 8.8.4 By mutual agreement, in accordance with sub-clause 8.8.1, the maximum ordinary hours to be worked on any day shall be not more than ten hours provided that in any such arrangement no more than an average of 76 hours per fortnight is worked in any two week roster period.
- 8.8.5 Any shift worked by a Plant Operator in excess of ten hours will attract the appropriate overtime payment.
- 8.8.6 An Employee covered by this section of the Agreement may agree to perform night works in accordance with clause 9.3.
- 8.8.6 Hours of work of a Plant Operator as detailed in sub-clause 8.8.1 are to be worked in accordance with the roster below.

- Denotes rostered day on and number of hours worked

Day	Roster 1	Roster 2
Monday	9.5	
Tuesday	9.5	
Wednesday	9.5	9.5
Thursday		9.5
Friday		9.5
Saturday	9.5	
Sunday	9.5	
Monday	9.5	
Tuesday	9.5	
Wednesday	9.5	9.5
Thursday		9.5

Day	Roster 1	Roster 2
Friday		9.5
Saturday		9.5
Sunday		9.5
<b>Total Hours</b>	<b>76</b>	<b>76</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>

8.9 Beach Front Team’s Hours of Work

8.9.1 The ordinary hours for a Beach Front Team member shall not exceed 456 hours per twelve week roster (average 38 hours per week) to be worked on a maximum of five days per week Monday to Sunday inclusive, and within a spread of twelve hours that shall include a meal break of not less than thirty minutes’ duration, between the hours of 6.00am and 6.00pm. The start and finish times may be earlier or later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee(s) and Employer.

8.9.2 By mutual agreement the maximum ordinary hours to be worked on any day as provided in sub-clause 8.9.1 shall be up to a maximum of ten hours provided that in any such arrangement, no more than an average of 38 hours is worked, in accordance with sub-clause 8.9.1 in any twelve week roster period.

8.9.3 Any day shift in excess of ten hours will attract the appropriate overtime payment.

8.9.4 Hours of work as detailed in sub-clause 8.9.1 are to be worked in accordance with the following roster:

 - Denotes rostered day on and number of hours worked

Day	Roster 1	Roster 2	Roster 3
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday			9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday		9.5	
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5
Sunday			9.5
Monday	9.5	9.5	
Tuesday	9.5	9.5	



Day	Roster 1	Roster 2	Roster 3
Wednesday		9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday	9.5		
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday			9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday		9.5	
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5
Sunday			9.5
Monday	9.5	9.5	
Tuesday	9.5	9.5	
Wednesday		9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday	9.5		
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday			9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday		9.5	
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5
Sunday			9.5
Monday	9.5	9.5	
Tuesday	9.5	9.5	

Day	Roster 1	Roster 2	Roster 3
Wednesday		9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday	9.5		
Monday		9.5	9.5
Tuesday		9.5	9.5
Wednesday			9.5
Thursday	9.5		9.5
Friday	9.5	9.5	
Saturday	9.5	9.5	
Sunday		9.5	
Monday	9.5		9.5
Tuesday	9.5		9.5
Wednesday	9.5		
Thursday	9.5	9.5	
Friday		9.5	9.5
Saturday		9.5	9.5
Sunday			9.5
Monday	9.5	9.5	
Tuesday	9.5	9.5	
Wednesday		9.5	
Thursday		9.5	9.5
Friday	9.5		9.5
Saturday	9.5		9.5
Sunday	9.5		
<b>Total Hours</b>	<b>456</b>	<b>456</b>	<b>456</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>	<b>38</b>

8.10 Large Sweeper Operators’ Hours of Work

8.10.1 The ordinary hours for a Large Sweeper Operator shall not exceed 76 hours per two week roster (average 38 hours per week) to be worked on five days per week between Monday and Saturday, and within a spread of thirteen hours that shall include a meal break of not less than 30 minutes’ duration, between the hours of 5.30am and 6.30pm. The start and finish times may be earlier or later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee(s) and Employer.

8.10.2 By mutual agreement the maximum ordinary hours to be worked on any day as provided in sub-clause 8.10.1 shall be up to a maximum of twelve hours provided that in any such arrangement, no more than an average of 76 hours is worked, in accordance with sub-clause 8.10.1 in any two week roster period.

8.10.3 Any day shift in excess of twelve hours will attract the appropriate overtime payment.

8.10.4 Hours of work as detailed in sub-clause 8.10.1 are to be worked in accordance with the following roster:

- Denotes rostered day on and number of hours worked

Day	Roster 1	Roster 2
Monday	6.5	6.5
Tuesday	6.5	6.5
Wednesday	6.5	6.5
Thursday	6.5	6.5
Friday	12	
Saturday		12
Sunday		
Monday	6.5	6.5
Tuesday	6.5	6.5
Wednesday	6.5	6.5
Thursday	6.5	6.5
Friday		12
Saturday	12	
Sunday		
<b>Total Hours</b>	<b>76</b>	<b>76</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>

8.11 Rapid Response (LitterBusters) Hours of Work

8.11.1 The ordinary hours for a Rapid Response (LitterBusters) Team member shall not exceed 76 hours per two week roster (average 38 hours per week) to be worked on seven days per week between Monday and Sunday, and within a spread of twelve hours that shall include a meal break of not less than 30 minutes' duration, between the hours of 6.00am and 6.00pm. The start and finish times may be earlier or later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee(s) and Employer.

8.11.2 By mutual agreement the maximum ordinary hours to be worked on any day as provided in sub-clause 8.11.1 shall be up to a maximum of twelve hours provided that in any such arrangement, no more than an average of 76 hours is worked, in accordance with sub-clause 8.11.1 in any two week roster period.

8.11.3 Any day shift in excess of twelve hours will attract the appropriate overtime payment.

8.11.4 Hours of work as detailed in sub-clause 8.11.1 are to be worked in accordance with the following roster:

- Denotes rostered day on and number of hours worked

Day	Roster 1	Roster 2
Monday	9.5	
Tuesday	9.5	
Wednesday	9.5	
Thursday	9.5	
Friday	9.5	9.5
Saturday		9.5
Sunday		9.5
Monday		9.5
Tuesday		9.5
Wednesday		9.5
Thursday		9.5
Friday	9.5	9.5
Saturday	9.5	
Sunday	9.5	
<b>Total Hours</b>	<b>76</b>	<b>76</b>
<b>Average Hours Per Week</b>	<b>38</b>	<b>38</b>

8.12 Cleaners' Hours of Work

8.12.1 The ordinary hours for a Cleaner shall not exceed 76 hours per two week cycle (average 38 hours per week) to be worked on five days per week between Monday and Friday, and within a spread of twelve hours that shall include a meal break of not less than thirty minutes duration, between the hours of 4.30am and 7.00pm. The start and finish times may be earlier or later than the nominated spread of hours, provided that any alterations are mutually agreed in writing between the Employee(s) and Employer.

8.12.2 By mutual agreement the maximum ordinary hours to be worked on any day as provided in sub-clause 8.12.1 shall be up to a maximum of ten hours provided that in any such arrangement, no more than an average of 76 hours is worked, in accordance with sub-clause 8.12.1 in any two week cycle.

8.12.3 Any day shift in excess of ten hours will attract the appropriate overtime payment.

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

9.1 Unless prescribed elsewhere in this Agreement, Employees (except those identified in clauses 9.2 and 9.3) who perform ordinary hours of work on ordinary days of work but are outside their spread of ordinary hours (specified at clause 8), shall receive an additional loading of:

- (i) 20% for each ordinary hour worked on a Monday to Friday inclusive;
- (ii) 50% for each ordinary hour worked on a Saturday; and
- (iii) 75% for each ordinary hour worked on a Sunday.

9.1.1 All Employees that receive a penalty loading that has been incorporated into their relevant Weekly Base Rate of Pay are unable to claim additional penalty payment under this clause.

9.2 Subject to clause 5, an Employee may request to work ordinary hours outside the appropriate span and/or spread identified at clause 8.2, in lieu of the ordinary hours the Employee would otherwise be rostered to work.

### 9.3 Night Works

On occasion an Employee may be asked to work the entirety of their working shift outside their relevant spread of hours provided in clause 8. When the entirety of this work is performed between the hours of 6pm and 6am, this work will be considered night works and will attract a loading of 20% for all hours worked in lieu of overtime payments. These night works will be pre-arranged, agreed between the Employer and Employee and will count towards the Employee's maximum number of ordinary hours (as defined in clause 8.1).

9.3.1 Total hours of work performed over the course of a single night will not exceed 12 hours.

9.3.2 The Employee must have a break of ten hours before and after the night work that is performed. If there is a shortfall of ordinary hours in a fortnight that are not worked by an Employee due to taking ten hour breaks, the ten hour break shall count as work to the extent of the shortfall.

9.3.3 All work performed between 12am on a Saturday morning (midnight on a Friday) and 12am on Monday morning (midnight on a Sunday) is considered weekend work and will be paid an additional loading as per clause 9.1 (ii) and (iii) in addition to the night loading of 20%.

9.3.4 Employees shall be able to perform night work arrangements as specified in this clause for a maximum of ten consecutive shifts.

9.3.5 Employees shall not receive overtime payment for hours worked under this clause unless that Employee meets the criteria for overtime specified at clause 10.1.

## 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 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 All overtime will be paid out at the applicable overtime rates and will not be accrued as time in lieu unless all overtime hours that have been accrued are appropriately recorded (as per clause 10.7).
- 10.4 At the conclusion of an ordinary work day or shift, if an Employee resumes or continues work without having had ten consecutive hours off work, the Employee will be paid ordinary time plus time (double time) until the Employee is released from duty.
- 10.4.1 The Employee is then entitled to be absent from work for ten consecutive hours.
- 10.4.2 The Employee shall receive no loss of pay for ordinary hours of work time which occur during this absence.
- 10.5 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.
- 10.6 Overtime must be approved in writing by the Employer and the Employee shall work a reasonable amount of overtime, if requested.
- 10.7 The Employee and Employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of penalties or overtime.
- 10.8 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.
- 10.8.1 On Call Allowance – Where the Employee is on call, the Employee shall be paid an On Call Allowance each day equivalent to:
- (i) one and one-half hours at the Employee's ordinary hourly rate for an Employee on call Monday to Friday inclusive;
  - (ii) two and one-quarter hours at the Employee's ordinary hourly rate if required to be on call on a Saturday; or

- (iii) three hours at the Employee's ordinary hourly rate if required to be on call on a Sunday or public holiday.

10.8.2 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. Call outs between 10.00pm and 4.30am will be paid at a minimum of one hour.

10.8.3 Use of Employer owned vehicles while an Employee is on call is in accordance with the “Light Vehicle Fleet Policy”, as varied from time to time.

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

- (i) 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. Remote responses between 10.00pm and 4.30am will be paid at a minimum of one hour subject to a cap of four hours in a 24 hour period.

10.8.5 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.

10.9 All reasonable attempts will be made to ensure there is a fair distribution of overtime and penalty work for Employees employed under the Agreement.

**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. WAGES**

12.1 All Employees covered by this Agreement shall be classified according to the level structure set out in Schedule A - Skill Descriptors.

12.2 Employers 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 Annual percentage increases shall be applied to all wages over the life of this Agreement as follows:

12.3.1 Nil percentage increase applied on 1 June 2020.

12.3.2 An increase of 2% to be applied from the first full pay period that falls on or after 1 June 2021.

12.3.3 An increase of 2% to be applied from the first full pay period that falls on or after 1 June 2022.

12.4 The wages (marked \*) for each role in clauses 12.5 to 12.14, have been updated to include an adjustment that is provided in lieu of income protection. This salary adjustment will be applied and backdated from the first full pay period that falls on or after 1 January 2021 through to the first pay period that falls on or after the operational commencement date of the Agreement.

12.5 Employee Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
2	\$1,139.25	\$1,162.04	\$1,185.28
3	\$1,174.12	\$1,197.60	\$1,221.55
4	\$1,199.99	\$1,223.99	\$1,248.47
4A	\$1,229.61	\$1,254.21	\$1,279.29
5	\$1,248.08	\$1,273.04	\$1,298.50
6	\$1,307.29	\$1,333.43	\$1,360.10

Subject to clause 13, all of the above weekly rates incorporate all allowances and loadings including the adverse conditions allowance.

12.6 Waste Collection Truck Drivers' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
5	\$1,399.17	\$1,427.16	\$1,455.70
6	\$1,499.55	\$1,529.54	\$1,560.13

Subject to clause 13, all of the above weekly rates incorporate all allowances including the adverse conditions allowance and penalty rates of 50% for Saturday rosters.

12.7 Weighbridge Operators' Classification and Remuneration Weekly Wage Increase Table:

Level	Position	Current Wage*	1 June 2021 2%	1 June 2022 2%
3	Weighbridge Operator (roster)	\$1,357.57	\$1,384.72	\$1,412.42
3	Weighbridge Operator (no roster)	\$1,174.12	\$1,197.60	\$1,221.55
4	Senior Weighbridge Operator (no roster)	\$1,307.29	\$1,333.43	\$1,360.10

Subject to clause 13, all of the above weekly rates incorporate the adverse conditions allowance and for Weighbridge Operators (roster) also includes penalty rates of 50% and 75% for Saturday and Sunday rosters respectively.

12.8 Landfill Plant Operators' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
4	\$1,462.92	\$1,492.18	\$1,522.02
4A	\$1,532.43	\$1,563.08	\$1,594.34
5	\$1,573.44	\$1,604.91	\$1,637.01
6	\$1,590.63	\$1,622.44	\$1,654.89

Subject to clause 13, all of the above weekly rates incorporate all allowances including the adverse conditions allowance and penalty rates of 50% and 75% for Saturday and Sunday rosters respectively.

12.9 Beach Front Employees' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
5	\$1,438.29	\$1,467.06	\$1,496.40

Subject to clause 13, all of the above weekly rates incorporate all allowances including the adverse conditions allowance and penalty rates of 50% and 75% for Saturday and Sunday rosters respectively.

12.10 Large Sweeper Operators' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
5	\$1,396.36	\$1,424.29	\$1,452.77

Subject to clause 13, all of the above weekly rates incorporate all allowances including the adverse conditions allowance and penalty rates of 50% for Saturday rosters.

12.11 Rapid Response (LitterBusters) Employees' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
3	\$1,357.57	\$1,384.72	\$1,412.42
4	\$1,387.49	\$1,415.24	\$1,443.55
4A	\$1,421.74	\$1,450.17	\$1,479.18

Subject to clause 13, all of the above weekly rates incorporate all allowances including the adverse conditions allowance and penalty rates of 50% and 75% for Saturday and Sunday rosters respectively.

12.12 Cleaners' Classification and Remuneration Weekly Wage Increase Table:

Level	Current Wage*	1 June 2021 2%	1 June 2022 2%
3	\$1,146.03	\$1,168.95	\$1,192.33

Subject to clause 13, all of the above weekly rates incorporate all allowances and loadings including the adverse conditions allowance.

12.13 Fleet Services' Employees' Classification and Remuneration Weekly Wage Increase Table:

Position	Current Wage*	1 June 2021 2%	1 June 2022 2%
Light Fleet Mechanic	\$1,307.29	\$1,333.43	\$1,360.10
Mechanic	\$1,688.45	\$1,722.22	\$1,756.66
Senior Mechanic	\$1,789.90	\$1,825.70	\$1,862.22

Subject to clause 13, all of the above weekly rates incorporate all allowances and loadings including the adverse conditions allowance and weekend penalty rates, but does not include the on-call allowance.

12.14 Asset Services' Employees' Classification and Remuneration Weekly Wage Increase Table:

Position	Current Wage*	1 June 2021 2%	1 June 2022 2%
Carpenter, Painter and Metal Trades Officer	\$1,535.10	\$1,565.80	\$1,597.12

**13. ALLOWANCES**

13.1 Unless otherwise provided for in clause 13, all allowances are considered part of the relevant Weekly Base Rate of Pay (as defined in clauses 4.11 and 4.12).

### 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 4.9). 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 – \$0.80 per kilometre; and
- (ii) motorcycle - \$0.27 per kilometre.

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

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

#### 13.4.1 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 a workshop, depot, landfill, office 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.

#### 13.4.2 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.

**13.5 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 and, where practicable shall be included in the next pay period.

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 will require the Employee to present proof of payment prior to the reimbursement.

**13.6 Service Allowance**

13.6.1 Employees will be paid a service allowance each week in recognition of their years of Service with the City in accordance with the following schedule:

<b>Length of Service</b>	<b>Service Pay (per week)</b>
After 3 years	\$14.40
After 4 years	\$17.40
After 5 years	\$20.40
After 6 years	\$23.40
After 7 years	\$26.40
After 8 years	\$29.40
After 9 years	\$32.40
After 10 years or more	\$35.40

13.6.2 The service allowance is calculated on a weekly basis and paid each pay cycle.

13.6.3 The service allowance does not form part of the Employee’s base wage and apart from superannuation, is not included in the calculation of shift and overtime penalties or any other payment to which the Employee may be entitled under this Agreement.

13.6.4 Weighbridge Operators and all casual employees are excluded from this provision of the Agreement.

13.7 Adjustment of Expense Related Allowances

At the time of any adjustment to the Standard Hourly Rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement referred in clause 12.3.

**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. The SGC is currently 10%.

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 match the superannuation contributions up to the maximum of 5%; as 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. APPRENTICES**

- 15.1 The terms of this Agreement apply to apprentices, except where otherwise provided.
- 15.2 Redundancy provisions do not apply to apprentices.
- 15.3 Apprentices may be engaged in trades or occupations that are declared or recognised by an apprenticeship authority. For the purpose of clause 15 the apprenticeship authority means a nationally recognised training authority with the responsibility for the apprenticeship.
- 15.4 Where a statute or regulation relating to apprentices 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 An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment that forms part of the apprenticeship.
- 15.6 All training fees charged by a registered training organisation for prescribed courses and unit textbooks will be paid for by the Employer for each semester that the apprenticeship occurs.
- 15.7 An apprenticeship may be cancelled or suspended only in accordance with requirements of the apprenticeship training agreement and the requirements of the relevant legislation.
- 15.8 The weekly minimum wage rates for apprentices are as follows:

<b>Four (4) Year Apprenticeship</b>		
	<b>Not Completed Year 12</b>	<b>Have Completed Year 12</b>
1 <sup>st</sup> Year	50% of Level 4A	55% of Level 4A
2 <sup>nd</sup> Year	60% of Level 4A	65% of Level 4A
3 <sup>rd</sup> Year	75% of Level 4A	75% of Level 4A
4 <sup>th</sup> Year	90% of Level 4A	90% of Level 4A

<b>Three (3) Year Apprenticeship</b>		
	<b>Not Completed Year 12</b>	<b>Have Completed Year 12</b>
1 <sup>st</sup> Year	50% of Level 4A	55% of Level 4A
2 <sup>nd</sup> Year	70% of Level 4A	70% of Level 4A
3 <sup>rd</sup> Year	90% of Level 4A	90% of Level 4A

15.6.1 An adult apprentice will be paid no less than the minimum weekly rate for Level 2 in clause 12.5.

**16. JUNIORS**

- 16.1 Junior Employees will be paid a percentage of the appropriate salary (as per the wage schedules at clause 12) 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 B – Supported Wage System.

**18. HIGHER DUTIES**

When an Employee is directed or appointed to relieve in a higher level position for the most part of a shift, the employee shall be paid at a rate not less than the minimum salary awarded to the higher position for all hours worked including overtime, for the period the employee acts in the higher duties position.

**19. PAYMENT OF WAGES**

At the Employer’s discretion, 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.

**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 a fulltime employee is entitled to four weeks (152 hours) 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 4.8.

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.

21.1.4 The Waste Collection Truck Drivers will receive five weeks (190 hours) of annual leave.

21.2 Annual leave loading is included in the Weekly 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 or when more than eight weeks' annual leave is accrued. In the event of extenuating circumstances an Employee may request to extend their leave accrual to twelve weeks.

21.4 If an employee has an excessive leave accrual, the Employer may seek to confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.

21.4.1 If an 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 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 Arrangements".

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 Arrangements" is not incorporated into, and does not form part of, this Agreement.

## **22. PERSONAL / CARER AND COMPASSIONATE LEAVE**

22.1 Paid personal / carer leave is available to fulltime and part-time Employees when they are absent:

- (i) due to personal illness or injury (sick leave);
- (ii) for the purposes of caring for an Immediate Family or Household Member who is sick and requires the Employee's care and support (carer's leave);
- (iii) for an unexpected emergency affecting the member (carer's leave).

22.2 For the first three years of Service with the Employer, fulltime and part-time Employees are entitled to 76 hours (10 days) 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 (12 days) 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 days paid compassionate leave on any occasion in 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 Any Employee who is absent from work and accessing Personal Leave must notify the relevant supervisor, coordinator or manager as soon as practicable of the need to take the leave. An employee may take all reasonable steps to notify the relevant person. This may include, but not be limited to, text message or telephone call.

22.6 Casual employees are not entitled to paid personal / carers leave or paid compassionate leave.

22.7 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 (Outside Workforce) Enterprise Agreement 2011 (17 February 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. SHORT LEAVE**

Subject to reasonable notice employees can take leave for family and/or personal responsibilities. This leave may only be taken in units of a maximum of eight hours per week and a total of forty hours per annum. This leave is not accrued and comes from the employees personal leave accrual.

### **24. COMMUNITY SERVICE LEAVE**

Community Service Leave is provided for as in the NES.

### **25. LONG SERVICE LEAVE**

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

### **26. PARENTAL LEAVE**

26.1 Parental Leave is provided for as in the NES.

26.2 Paid Parental Leave – Primary Care Giver

26.2.1 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 for primary care givers leave will be effective from the date of commencement of parental leave and forms part of the parental leave entitlement.

26.2.2 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.

26.2.3 Employees will be entitled to four weeks' paid parental leave for adopted children.

26.2.4 Employees will be entitled to four weeks' paid parental leave if their infant is stillborn.

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

26.2.6 All paid parental leave will be provided at the applicable Weekly Base Rate of Pay (as defined at clause 4.11 and 4.12).

### 26.3 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 receive the government funded 'Dad and Partner Pay', 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.

26.4 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.

26.5 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.

## 27. FAMILY AND DOMESTIC VIOLENCE LEAVE

27.1 An Employee experiencing family or domestic violence will have access to use up to ten days of any accrued paid 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.

27.2 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).

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

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

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

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

27.5 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 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)).

- 27.6 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.
- 27.7 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.
- 27.8 The Employer 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 practical to do so.

## 28. PUBLIC HOLIDAYS

- 28.1 The Employee shall be entitled to all the gazetted State public holidays as per sections 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.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 Where an Employee is required to work on Christmas Day or Good Friday they will be paid at the rate of ordinary time plus double time (triple time) for the actual hours worked.
- 28.6 An Employer and Employee may mutually agree to substitute a public holiday as provided by the NES with an alternative day.
- 28.7 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.
- 28.8 Public Holidays Waste and Landfill Services
- 28.8.1 As it is not possible to take "time-in-lieu" for public holidays in terms of the roster, the following penalty rates shall apply:

- (i) Fulltime and part-time Employees who are rostered on, and work, on a public holiday shall be paid at the appropriate overtime rate.
- (ii) Full-time and part-time Employees who are not rostered to work, or rostered on but are not required to work on a public holiday shall be paid an additional day's pay at ordinary time.

## **29. ORGANISATIONAL POLICIES AND PROCEDURES**

- 29.1 The Employers rules, regulations, policies and procedures are not incorporated into the Agreement.
- 29.2 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.
- 29.3 Employees may be subjected to undertake drug and alcohol screening on a random basis in accordance with the City's policies and procedures.
- 29.4 Appropriate vehicles will be fitted with Global Positioning Systems to assist with the safety of Employees, asset management, plant maintenance and customer service.
- 29.5 Income protection, that was previously provided at clause 25.4 in the City of Rockingham Outside Workforce Enterprise Agreement 2017, has ceased and does not form part of this Agreement.
- 29.6 The Employer will provide a Wellness Programme that enables Employees to access various wellness strategies that may be amended from time to time and may include flu injections, heavy metals and hepatitis blood tests and immunisations, health assessments, skin care screening and access to subsidised gym memberships.
- 29.7 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.

## **30. CONSULTATION PROCEDURE**

- 30.1 This term applies if the Employer:
  - 30.1.1 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
  - 30.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 30.2 Major Change
  - 30.2.1 For a major change referred to in subclause 30.1.1

- (i) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (ii) subclauses 30.2.2 to 30.2.8 apply.

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

30.2.3 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.

30.2.4 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.

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

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

30.2.7 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 30.2.1 (i) and subclauses 30.2.2 and 30.2.4 are taken not to apply.

30.2.8 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.

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

#### 30.3.1 For a change referred to in clause 30.1.2;

- (i) the Employer must notify the relevant Employees of the proposed change; and
- (ii) subclauses 30.3.2 to 30.3.6 apply.

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

#### 30.3.3 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.

#### 30.3.4 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).

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

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

30.3.7 In this term, “relevant Employees” means the Employees who may be affected by a change referred to in subclause 30.1.2.

**31. TERMINATION OF EMPLOYMENT**

31.1 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 also resign from employment by giving notice to the Employer. The amount of notice required to be given by/to the Employer is based upon the period of continuous employment as follows:

Period of Continuous Service	Period of Notice
Up to 1 year	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed Service	4 weeks

31.1.1 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 wages equivalent to the required period of notice.

31.2 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.

31.3 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.

31.3.1 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.

31.3.2 In the event an Employee is terminated on grounds specified at clause 31.3, the Employer will provide notice of termination in accordance with 31.1 and, if applicable, 31.1.1.

31.4 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 wage.

31.5 The Employer may end the employment of an Employee without notice for serious misconduct.

31.6 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 Employer.

## **32. REDUNDANCY**

32.1 The Parties agree that during the life of the Agreement, redundancies will be offered as a last resort and only in the following circumstances.

32.1.1 Where structural reform such as compulsory tendering, privatisation or downsizing necessitates a reduction in the workforce.

32.1.2 After every endeavour has been utilised to provide training and career planning to the individual or work teams and re-deployment has been investigated.

32.2 Employees or their representative(s) may negotiate the terms of their redundancy with the Employer, however, the minimum terms for settlement will be:

32.2.1 Four weeks' notice or pay in lieu of notice;

32.2.2 An additional one week's notice, or pay in lieu of notice, if the Employee is over 45 years of age;

32.2.3 Three weeks' pay for every completed year of Service to a maximum of 52 weeks; or

32.2.4 Four weeks' pay for Employees who have completed at least one year of continuous Service but less than two years of continuous Service;

32.2.5 A week's pay for the purposes of calculating a redundancy is the relevant Weekly Base Rate of Pay (as defined at clause 4.11 and 4.12).

32.3 The salary of an Employee, who is re-deployed 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 work team.

32.4 In the event that an Employee does not wish to take redeployment then that Employee can undertake the redundancy package as per clause 32.2.

32.5 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.

32.6 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.

### 33. DEALING WITH DISPUTES

33.1 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 National Employment Standards, shall be settled in accordance with the procedures set out herein.

33.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

33.3 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.

33.4 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.

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

33.5.1 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

33.5.2 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.

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

33.6.1 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

33.6.2 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.

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

#### **34. 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:

- 34.1 Delegates will be treated fairly and equitably in their role as Union representative without discrimination in the workplace.
- 34.2 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.
- 34.3 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.
- 34.4 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.
- 34.5 Delegates may place Union information on a notice board with prior notification to the Manager Human Resource Development.
- 34.6 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.
- 34.7 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.



**35. SIGNATORIES TO AGREEMENT**

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

Signatures:

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

*[Signature]*  
Signed

Michael Anthony Parker  
Name in full (printed)

Chief Executive Officer  
Position Title

1 December 2021  
Date

For Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union

Andrew Johnson  
Name in full (printed)

*[Signature]*  
Signed

Unit 209 / 396 SCARBOROUGH BEACH ROAD, OSBORNE PARK W.A 6017  
Address

Union Secretary  
Position Title

7th NOVEMBER 2021  
Date

For Australian Municipal, Administrative, Clerical and Services Union

Jill Hugo  
Name in full (printed)

*[Signature]*  
Signed

102 East Pde East Perth 6004  
Address

Assistant Branch Secretary - ASU WA Branch  
Position Title

23rd November 2021  
Date

For Construction, Forestry, Mining and Energy Union

Mick Buchan  
Name in full (printed)

*[Signature]*  
Signed

TRADES HALL - 74 Beaufort St PERTH 6000  
Address

State Secretary  
Position Title

26th November 2021  
Date

And the Employee Representative

JOHN PHILLIP CARR

Name in full (printed)

Painter

Role

24/11/2021

Date

Signed

J Carr  
7 CIVIC BLVD ROCKINGHAM

Address

WA 6168

## SCHEDULE A – SKILL DESCRIPTORS

This Agreement structure consists of entry level skill-based ‘Levels’ defined according to the following skill descriptors and in read in conjunction with the Employer’s relevant salary system. Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

### Level 2

#### Qualifications, training and experience

An Employee at this level will be undertaking structured and/or on-the-job training (including appropriate safety training) or possess appropriate and relevant equivalent experience in some or all of the following areas:

- Basic construction and/or maintenance, ie, basic concreting and/or basic bitumen handling.
- Safe operation and user maintenance of minor plant.
- Safe operation and user maintenance of light vehicles.
- Selected hand tools.
- Parks maintenance.
- Basic stores work.
- Two-way radio operation.
- “C” Class licence may be required.
- Certificate of competency in minor plant operation may be required.
- Basic labouring skills.

#### Specialist knowledge of skills

##### (a) General

Indicative but not exclusive of the skills required of an Employee at this level are:

- Plant operation skills:
  - Use of a variety of selected hand tools and use of minor plant and equipment requiring basic operation rather than technical skills.
  - Operator’s skills level low some experience preferred.
  - Single function equipment.
  - Operator machine maintenance low complexity.
  - Minimal dimensional control on works required other than pre-set by plant.
- **Examples:** Small/large rollers (sub-grade), ride-on mowers, chipper/mulcher, mowers, brush cutters, brick cutters, jack hammers, small concrete cutters.
- Drive vehicles requiring “C” class licence.
- General gardening including parks and grounds maintenance and minor repair to reticulation systems.
- Basic store work, including receiving, despatching, distributing, sorting, checking, packing.
- Basic inventory control of documenting and recording of goods, materials and components.
- Basic keyboard skills where required.
- Concrete and bitumen work.
- Sound knowledge of the Employer’s safety policy requirements as they relate to the job being undertaken.

##### (b) Communication

- Basic oral and written literacy and numeracy skills to enable liaison with work groups and communication with members of the public.

- (c) Complexity/multi-skilling
  - Tasks are of limited complexity.
- (d) Responsibility and accountability
  - Works under routine (general) supervision either individually or in a team environment.
  - Responsible for the quality and completion of their own work subject to routine direction.
  - Responsible for materials, tools, equipment and minor plant in their use.
- (e) Decision making and problem solving
  - Problems at this level may require limited personal judgement. Work procedures are already well established. The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices.
  - Required to make operational decisions relating to personal safety and work as required by relevant legislation and Employer safety procedures.

### Level 3

#### Qualifications, training and experience

An Employee at this level will have satisfactorily completed structured and/or on-the-job training (including appropriate safety training) or possess appropriate and relevant experience in some or all of the following areas:

- Intermediate construction and/or maintenance, ie, intermediate concreting and/or bitumen, formwork and pipelaying.
- Safe operation and user maintenance of minor to medium mechanical plant.
- Safe operation and user maintenance of medium vehicles.
- Specialised hand tools and other equipment.
- Basic horticulture and/or nursery.
- Stores work and inventory control.
- Basic supervision.
- “C” and “LR” class licence may be required.
- Plant certificate(s) may be required.
- May be required to hold appropriate Life Saving Certificate, including Resuscitation and First Aid.
- Appropriate Western Power safety accreditation may be required.

#### Specialist knowledge of skills

##### (a) General

Indicative but not exclusive of the skills required of an Employee at this level are:

- Plant operation skills:
  - Use of specialised hand tools and minor plant.
  - Operator skill low to medium experience required.
  - Single function equipment.
  - Operator machine maintenance and set up low to medium complexity.
  - Basic dimensional control on works other than pre-set by plant.
- **Examples:** Loader (yard) (borrow pit), chipper, roller (base course), cherrypicker (unconfined working space), tractors and mounted equipment.
- Drive vehicles up to two axles.
- Use of measuring instruments and tools.

- Basic horticultural and nursery skills, including gardening, tree pruning, grafting, propagating, potting, planting and other duties.
  - Store work, including inventory and store control.
  - Licensed operation of appropriate materials, handling equipment.
  - Intermediate keyboard skills and computer operation.
  - Prepare concrete, bitumen and pipe laying to line and grade from plans, drawings, and instructions, including form work, levelling, screed, render and finish.
  - Basic supervisory skills.
  - Sound knowledge of the Employer's safety policy requirements as they relate to the job being undertaken.
- (b) Communication
- Oral and written literacy and numeracy skills to provide information and advice to other Employees, higher level staff and members of the public.
- (c) Complexity/multi-skilling
- Broader range of activities with variation restricted to the area of operation with a limited complexity subject to training and/or experience.
- (d) Responsibility and accountability
- Works under routine (general) supervision either individually or in a team environment on a range of projects.
  - Responsible for the quality and completion of their own work subject to routine direction.
  - Responsible for materials, tools, equipment, vehicles, and plant in their use.
  - Responsible for quality control/assurance procedures, including recognising quality deviation/faults.
  - May be responsible for the supervision and limited guidance of a small work group.
- (e) Decision making and problem solving
- Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty.
  - Required to make technical and operational decisions relating to personal safety and work, and safety of other Employees and the public.

#### Level 4

##### **Qualifications, training and experience**

An Employee at this level will have satisfactorily completed structured and/or on-the-job training (including appropriate safety training) or possess appropriate and relevant equivalent experience and achieved a good working knowledge of the technical requirements of the job to be undertaken in some or all of the following areas:

- Advanced construction and/or maintenance, i.e., advanced concreting and/or bitumen finishing work, pipelaying, and material sampling, testing and compaction techniques.
- Safe operation and user maintenance of mechanical plant.
- Safe operation and user maintenance of heavy vehicles.
- Precision tools and instruments.
- Reticulation.
- Intermediate horticulture and nursery, may include assistance in turf preparation.
- Materials and equipment estimating.

- Progress towards Supervisory Certificate (level 1) and/or relevant experience.
- “HR”, “LR” or “MR” class licence may be required.
- Plant certificate(s) may be required.
- Appropriate Western Power safety accreditation may be required.
- Licence in explosives handling may be required.

### Specialist knowledge of skills

#### (a) General

Indicative but not exclusive of the skills required of an Employee at this level are:

- Plant operation skills:
  - Operator skill level medium-high with significant experience.
  - Multi-function equipment.
  - Operator machine maintenance and set up medium to high complexity.
  - Dimensional control working to existing levels or moderate degree of accuracy to design levels.
- **Examples:** Hiab, loader (box out), grader (box out) (maintenance), excavator (box out), street sweeper, gang mower (sports turf), cherrypicker (confined working space).
- Drive vehicles three axles or greater.
- Use and interpretation of precision measuring instruments and tools.
- Intermediate horticultural and nursery, including assistance in turf preparation and maintenance, tree pruning and landscaping.
- Plan reading, single dimensional.
- Advanced concrete work - major concrete works, reinforced structural from plans and drawings without pre-set levels.
- Developed supervisory skills.
- Basic understanding of quality control techniques.
- Installation, repair and maintenance of reticulation systems (including controllers) and modification and additions to existing systems including low voltage electrical work.
- Sound knowledge of the Employer’s safety policy requirements as they relate to the job being undertaken and the effect on the public.
- Handling and use of explosives.

#### (b) Communication

- Oral and written literacy and numeracy skills to provide information and advice to other Employees, higher level staff, clients, suppliers, and members of the public.

#### (c) Complexity/multi-skilling

- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.

#### (d) Responsibility and accountability

- Works under limited supervision either individually or in a team environment and may be on a range of projects.
- Responsible for quality and standard of work performed, including work of other Employees.
- Responsible for providing Employees under their supervision with on-the-job training and guidance.
- Responsible for materials, tools, equipment, vehicles and plant in the Employee’s use and used by others under their supervision.

- Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
  - May be responsible for the supervision and limited guidance of a small work group.
- (e) Decision making and problem solving
- Problems at this level require Employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience.
  - Required to make technical and operational decisions relating to personal work and safety and safety of the public.
  - May be required to make technical and operational decisions relating to the work and safety of others.

## Level 4A

### Qualifications, training and experience

An Employee at this level will have completed the requirements of a Trade Certificate level qualification or possess appropriate and relevant equivalent experience.

### Specialist knowledge of skills

- (a) General
- An Employee is required to exercise the skills and knowledge of the relevant trade or experience.
  - Plant Operation Skills
- Examples:** HR Licence, Ride-On Lawnmower/Whipper Snipper/Blower, Salvage Yard Sales, Cardboard Compactor, Polystyrene Machine, Soft Plastic Baler, Recycle Truck, Yanmar.
- (b) Communication
- Exercises good interpersonal and communication skills.
- (c) Complexity/multi-skilling
- Performs non-trade tasks within the Employee's skill, competence and training.
- (d) Responsibility and accountability
- Performs work under the limited supervision either individually or in a team environment.
  - Responsible for assuring the quality of their own work.
  - Assists in the provision of on-the-job training to a limited degree.
  - Understands and applies quality control techniques.
- (e) Decision making and problem solving
- Exercises discretion within the scope of this level.
  - Performs work which while primarily involving the skills of the Employee's trade or experience is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

## Level 5

### Qualifications, training and experience

An Employee at this level will have completed the requirements of level 4 and will have satisfactorily completed structured training (including appropriate safety training) or level 4A and possess appropriate and relevant equivalent experience to one or more of the following levels:

- Safe operation and user maintenance of specialist plant and/or heavy vehicles.
- Advanced reticulation.
- Advanced or specialist horticulture and nursery, including turf preparation and the Employer.
- Materials, equipment and cost estimating, and job cost recording.
  
- Completed Supervisory Certificate (level 1) and/or relevant equivalent experience.
- Experienced Trade Certificate or equivalent.
- “HR”, “LR” or “MR” class licence may be required with extensive experience.
- Plant certificate(s) may be required.

### Specialist knowledge of skills

#### (a) General

Indicative but not exclusive of the skills required of an Employee at this level are:

- Plant operation skills:
  - Operator skill level medium-high with significant experience.
  - Multi-function equipment.
  - Operator machine maintenance and set up medium to high complexity.
  - Dimensional control of work requiring a high degree of accuracy with respect to design levels.

**Examples:** HR Licence, Ride-On Lawnmower/Whipper Snipper/Blower, Salvage Yard Sales, Cardboard Compactor, Polystyrene Machine, Soft Plastic Baler, Recycle Truck, Yanmar, 12T Excavator, 34 Loader, Bin Truck x2.

- Advanced or specialist horticultural, turf and/or nursery skills.
- Technical skills in plan reading including horizontal and vertical dimensions.
- Sound supervisory, guidance and training skills.
- Understand and applies quality control techniques.
- Install, repair and maintain major reticulation systems, including electrical work. Pump and bore installation, repair and maintenance.
- Good working knowledge of the organisation, operations and general procedures which impact upon their work.
- Sound knowledge of the Employer’s safety policy requirements as they relate to the job being performed and the effect on the public.

#### (b) Communication

- Developed oral and written literacy and numeracy skills to provide information and advice to other Employees, higher level staff, clients, suppliers, and members of the public.
- May be required to prepare basic written correspondence and/or prepare standard format reports.

#### (c) Complexity/multi-skilling

- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.
- Capable of undertaking a range of specific tasks of a complex nature.

#### (d) Responsibility and accountability

- Works unsupervised and is subject to limited direction.
- Responsible for quality and standard of work performed, including work of other Employees.
- Responsible for achieving and maintaining high technical quality without direction.

- Responsible for providing Employees under their supervision with on-the-job training and guidance.
  - Responsible for materials, tools, equipment, vehicles and plant in the Employee's use and used by others under their supervision.
  - Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
  - Responsible for productivity and efficiency of work groups supervised.
- (e) Decision making and problem solving
- Problems at this level are frequently of a complex or technical nature, with solutions not necessarily related to previous direct experience and therefore requires some initiative and personal judgement. If required, guidance and assistance is usually available.
  - May be required to make planning, technical and operational decisions relating to the work and safety of other Employees and safety of the public.

## Level 6

### Qualifications, training and experience

Employees at this level will have satisfactorily completed the requirements of level 5 and have as a minimum, a trade certificate or equivalent or possess appropriate and relevant equivalent experience and will, in addition:

- Safe operation and user maintenance of a range of different vehicles and/or plant, has extensive experience in their operation at an advanced level.
- Advanced or specialist horticulture and nursery, including turf preparation and the Employer with extensive experience in a wide range of areas.
- Materials, equipment and cost estimating. Job cost and budgetary control.
- Completed Supervisory Certificate (level 2) and has relevant experience.
- Have commenced and partially completed an appropriate post trade certificate.
- "HR", "LR" or "MR" class licence may be required with extensive experience.
- Plant certificate(s) may be required.

### Specialist knowledge of skills

#### (a) General

Indicative but not exclusive of the skills required of an Employee at this level are:

- Plant Operation Skills  
**Examples:** HR Licence, Ride-On Lawnmower/Whipper Snipper/Blower, Salvage Yard Sales, Cardboard Compactor, Polystyrene Machine, Soft Plastic Baler, Recycle Truck, Yanmar, 12T Excavator, 34 Loader, Bin Truck x2, Sand Truck, Water Cart x2, 36 Loader, Service Truck, Bomag x2, 20T Excavator, Liebherr, Grader.
- Operation of a range of vehicles and/or specialised plant requiring advanced skills and operation to rigid specifications.
- A wide range of advanced and/or specialist horticultural, turf and/or nursery skills.
- Advanced technical skills in materials performance and compaction and plan reading including horizontal and vertical dimensions and establishing sections for materials estimating.

- Sound supervisory, training and basic human resources the Employer and Employee relations skills.
  - Detailed knowledge and understanding of quality control techniques and their application.
  - Detailed knowledge of the organisation, operation and general procedures.
  - Sound knowledge of the Employer's safety policy requirements as they relate to the job being performed and the affect on the public.
- (b) Communication
- Developed oral and written literacy and numeracy skills to negotiate with other Employees, higher level staff, clients, suppliers and members of the public.
  - May be required to prepare written correspondence and reports.
- (c) Complexity/multi-skilling
- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.
  - Capable of undertaking a range of specific tasks of a complex nature.
- (d) Responsibility and accountability
- Works without direct supervision.
  - Responsible for quality and standard of work performed, including productivity and safety.
  - Responsible for providing Employees under their supervision with on-the-job training and guidance.
  - Responsible for ensuring personnel practices are applied.
  - Responsible for materials, tools, equipment, vehicles and plant in the Employee's use and used by others under their supervision.
  - Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
  - Responsible for productivity and efficiency of work groups supervised.
  - Responsible for negotiation with clients, suppliers and members of the public.
- (e) Decision making and problem solving
- Problems at this level are frequently of a complex or technical nature with solutions not necessarily related to previous direct experience and therefore requires initiative, personal judgement and discretion.
  - Exercise high precision trade skills using various materials and/or specialised techniques.

**SCHEDULE B – 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 ten (10) 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 workers 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 twelve (12) 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 \$100.00 per week.

Work trials should include induction or training as appropriate to the job being trialed. 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.

**SCHEDULE C – EXPLANATORY NOTES**  
**Explanatory Notes for the Implementation of the Agreement**

Clause 7.3 Casual Employees

A person is a casual employee if the offer of employment is made on the basis that there is no guarantee, or commitment from the City, to offer permanent, continuous work for an indefinite period of time; and the employee accepts the offer of employment on that basis.

Clause 7.3.5 to 7.3.6 Casual loading and Penalties/Overtime

Tables have been inserted into the Agreement that outline that penalties and overtime do not attract the casual loading paid to casual employees.

Clause 7.4 Casual Conversion

As per the National Employment Standards.

Clause 9.5 Night Works

The City has introduced a 20% loading that is payable to employees who are directed to undertake the entirety of their shift outside of their ordinary span of hours. This work will be referred to as night work. The loading is paid for the duration of the nightshift.

Clause 14.4 Additional Employer Superannuation Contribution

As at 13 October 2021 the City provides a 1% employer contribution above the superannuation guarantee contribution (SGC), as defined under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, as amended from time to time. The SGC is progressively increasing by 0.5% per annum from 1 July 2021 to 1 July 2025. The City will cease contributing the additional 1% when the SGC equals 11%.

Period	SGC	City's Additional Contribution	Total City Contribution
SGC (30/06/2021)	9.5%	1%	10.5%
1/07/2021	10%	1%	11%
1/07/2022*	10.5%	0.5%	11%
1/07/2023*	11%	0%	11%

*\*These increases to the SGC are scheduled to occur on the dates provided. If the SGC legislative increases are not applied by the Federal Government for any reason, the total City contribution outlined in the above table will remain as is until such time as the SGC increases.*

Clause 14.5 Matching Employer Superannuation Contributions

The City is enhancing the matching superannuation contributions for its employees. In the situation where an employee elects to voluntarily make a contribution towards their superannuation, the City will match that contribution **to a maximum of 5% (which has increased from 4%) which will take effect from the date of registration of the new Enterprise Agreement**, in accordance with the table below:

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

To illustrate the application of the superannuation matching, the following examples have been provided below:

Vince is an employee of the City and he has elected to make a contribution towards his superannuation. Vince advises payroll that he will make a personal contribution of 5% from his pay per annum towards his superannuation.

Under the proposed clause 14, Vince would be entitled to the following superannuation employer contribution:

- The Superannuation Guarantee Contribution (as defined under the SGC Administration Act)
- An additional 1% employer contribution for 2021 and 0.5% for 2022
- An enhanced matching employer contribution of 5% per annum

Example:

If Vince personally contributes 5% in the next 3 years, the following superannuation contributions will be made cumulatively (personal and employer contributions) towards his superannuation fund:

- 2021 – 21%
- 2022 – 21%
- 2023 – 21%

The following tables illustrate the combined superannuation contribution based on various personal contributions made from 1% to 5%. The City will only pay up to 5% matching. An employer can contribute more if they wish, but it will not be matched past 5%.

Period	Vince's Personal Contribution	Employer Matching Contribution	Employer SGC Contribution	Employer Additional Contribution	Total Superannuation Contribution
2021	1%	1%	10%	1%	13%
2022	1%	1%	10.5%	0.5%	13%
2023	1%	1%	11%	0.0%	13%

Period	Vince's Personal Contribution	Employer Matching Contribution	Employer SGC Contribution	Employer Additional Contribution	Total Superannuation Contribution
2021	2%	2%	10%	1%	15%
2022	2%	2%	10.5%	0.5%	15%
2023	2%	2%	11%	0.0%	15%

Period	Vince's Personal Contribution	Employer Matching Contribution	Employer SGC Contribution	Employer Additional Contribution	Total Superannuation Contribution
2021	3%	3%	10%	1%	17%
2022	3%	3%	10.5%	0.5%	17%
2023	3%	3%	11%	0.0%	17%

Period	Vince's Personal Contribution	Employer Matching Contribution	Employer SGC Contribution	Employer Additional Contribution	Total Superannuation Contribution
2021	4%	4%	10%	1%	19%
2022	4%	4%	10.5%	0.5%	19%
2023	4%	4%	11%	0.0%	19%

Period	Vince's Personal Contribution	Employer Matching Contribution	Employer SGC Contribution	Employer Additional Contribution	Total Superannuation Contribution
2021	5%	5%	10%	1%	21%
2022	5%	5%	10.5%	0.5%	21%
2023	5%	5%	11%	0.0%	21%

Clause 12 Wages

The City is offering a 2% increase in wages from 1 June 2021 and a 2% increase from 1 June 2022.

The wage adjustment will take effect from 1 January 2021; and the insurance policy will cease from the date of registration of the new agreement.

Wage Payments

Employees will receive a wage adjustment payment of:

- 3% from the first full pay period that falls on or after 1 January 2021 (in accordance with clause 25)
- 2% wage increase from the first full pay period that falls on or after 1 June 2021.
- 2% increase to wages effective from the first full pay period that falls on or after 1 June 2022.
- The wage adjustment and increases will also be applied to leave accruals and employer superannuation contributions.
- The wage increases and adjustment will be paid within the first two pay periods from the date of registration of the Agreement by the Fair Work Commission.

The table below illustrates the increase and adjustment to wages (in accordance with clause 12 and 25):

Level	Current Wage (1.06.2020)	Adjusted Wage (1.01.2021) as per clause 25.	1 June 2021 2%	1 June 2022 2%
2	\$1,106.07	\$1,139.25	\$1,162.04	\$1,185.28
3	\$1,139.92	\$1,174.12	\$1,197.60	\$1,221.55
4	\$1,165.04	\$1,199.99	\$1,223.99	\$1,248.47
4A	\$1,193.80	\$1,229.61	\$1,254.20	\$1,279.29
5	\$1,211.73	\$1,248.08	\$1,273.04	\$1,298.50
6	\$1,269.21	\$1,307.29	\$1,333.43	\$1,360.10

The following tables illustrate the wage adjustment that will take effect on 1 January 2021 and increases to wages by classification and job role.

Clause 12.6 Waste Collection Truck Drivers' Classification and Remuneration Weekly Wage Increase Table

Level	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
5	\$1,358.42	\$1,399.17	\$1,427.15	\$1,455.70
6	\$1,455.87	\$1,499.55	\$1,529.54	\$1,560.13

Clause 12.7 Weighbridge Operators' Classification and Remuneration Weekly Wage Increase Table

Level	Position	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
3	Weighbridge Operator (roster)	\$ 1,318.03	\$1,357.57	\$1,384.72	\$1,412.41
3	Weighbridge Operator (no roster)	\$ 1,139.92	\$1,174.12	\$1,197.60	\$1,221.55
4	Senior Weighbridge Operator (no roster)	\$ 1,269.21	\$1,307.29	\$1,333.43	\$1,360.10

Clause 12.8 Landfill Plant Operators' Classification and Remuneration Weekly Wage Increase Table

Level	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
4	\$1,420.31	\$1,462.92	\$1,492.18	\$1,522.02
4A	\$1,487.80	\$1,532.43	\$1,563.08	\$1,594.34
5	\$1,527.61	\$1,573.44	\$1,604.91	\$1,637.01
6	\$1,544.30	\$1,590.63	\$1,622.44	\$1,654.89

Clause 12.9 Beach Front Employees' Classification and Remuneration Weekly Wage Increase Table

Level	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
5	\$ 1,396.40	\$1,438.29	\$1,467.06	\$1,496.40

Clause 12.10 Large Sweeper Operators' Classification and Remuneration Weekly Wage Index Table

Level	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
5	\$ 1,355.69	\$1,396.36	\$1,424.29	\$1,452.77

Clause 12.11 Rapid Response (LitterBusters) Employees' Classification and Remuneration Weekly Wage Increase Table

Level	Current Wage (1.06.20)	Adjusted Wage (1.01.21) as per clause 25.	1-Jun-21 2%	1-Jun-22 2%
3	\$1,318.03	\$1,357.57	\$1,384.72	\$1,412.41
4	\$1,347.08	\$1,387.49	\$1,415.24	\$1,443.54
4A	\$1,380.33	\$1,421.74	\$1,450.17	\$1,479.17



Clause 12.12 Cleaners’ Classification and Remuneration Weekly Wage Increase Table

<b>Level</b>	<b>Current Wage (1.06.20)</b>	<b>Adjusted Wage (1.01.21) as per clause 25.</b>	<b>1-Jun-21 2%</b>	<b>1-Jun-22 2%</b>
3	\$ 1,112.65	\$1,146.03	\$1,168.95	\$1,192.33

Clause 12.13 Fleet Services’ Employees Classification and Remuneration Weekly Wage Increase Table

<b>Position</b>	<b>Current Wage (1.06.20)</b>	<b>Adjusted Wage (1.01.21) as per clause 25.</b>	<b>1-Jun-21 2%</b>	<b>1-Jun-22 2%</b>
Light Fleet Mechanic	\$ 1,269.21	\$1,307.29	\$1,333.43	\$1,360.10
Mechanic	\$ 1,639.27	\$1,688.45	\$1,722.22	\$1,756.66
Senior Mechanic	\$ 1,737.77	\$1,789.90	\$1,825.70	\$1,862.22

Clause 12.14 Asset Services’ Employees Classification and Remuneration Weekly Wage Increase Table

<b>Position</b>	<b>Current Wage (1.06.20)</b>	<b>Adjusted Wage (1.01.21) as per clause 25.</b>	<b>1-Jun-21 2%</b>	<b>1-Jun-22 2%</b>
Carpenter, Painter and Metal Trades Officer	\$ 1,490.39	\$1,535.10	\$1,565.80	\$1,597.12

Clause 25 Removal of Income Protection

The City will make a 3% wage adjustment for all employees in exchange for the removal of the provision of income protection insurance from the Outside Workforce Enterprise Agreement.

Clause 27 Family and Domestic Violence Leave

The City will provide up to 10 days of any accrued paid leave per calendar year (non-cumulative). If the employee does not have sufficient leave accrued, the employee will have access to 10 days of unpaid leave per calendar year.