



# **SHIRE OF EXMOUTH**

**2011**

## **All of Staff Collective Agreement**

## **1.0 Title**

This agreement will be known as the Shire of Exmouth 'All of Staff' Collective Agreement 2011 (Agreement) for all employees working under the Local Government Industry Award 2010 at the Shire.

## **Table of Contents**

### **1.0 Title**

### **2.0 Recitals**

- 2.1 The Exmouth Shire's philosophy
- 2.2 Strategic Plan – Our goals and values
- 2.3 Our people vision

### **3.0 About our agreement**

- 3.1 Is this agreement legal?
- 3.2 How long does this agreement operate for?
- 3.3 Who does this agreement apply to?
- 3.4 Does this agreement replace the award(s)?
- 3.5 Copies of the agreement

### **4.0 Definitions**

- 4.1 Administration Personnel
- 4.2 Engineering Services Personnel
- 4.3 Recreation & Aquatic Personnel
- 4.4 Library Services Personnel
- 4.5 Ranger & Emergency Services Personnel
- 4.6 Airport Personnel
- 4.7 Visitor Centre Personnel

### **5.0 Employment Arrangements**

- 5.1 On-going full-time
- 5.2 On-going part-time
- 5.3 Casual
- 5.4 Temporary
- 5.5 Maximum term
- 5.6 Probation Period

### **6.0 Working arrangements**

- 6.1 What is the ordinary work hours span for employees?
- 6.2 Do employees within varying divisions receive shift loadings?
- 6.3 Can I vary my work hours within the ordinary work hours span?
- 6.4 What do I receive if my employer requests me to work my ordinary hours outside the designated span of ordinary work hours relevant to my position?
- 6.5 Can I vary my work hours outside the span of ordinary work hours?
- 6.6 What is my standard rest break?
- 6.7 Can my employer request me to work additional hours?
- 6.8 Can I refuse a request from my employer to work additional hours?
- 6.9 What overtime rates do I receive for additional hours worked?
- 6.10 Can I choose to accrue time, in lieu of an overtime payment?
- 6.11 Do eligible employees receive an on-call allowance?
- 6.12 What are my timekeeping responsibilities?
- 6.13 Do I have the flexibility to work from my home?

## **7.0 Reward and Recognition**

- 7.1 Salaries
- 7.2 Band Movement
- 7.3 Performance Reviews
- 7.4 Agreement increases
- 7.5 Superannuation
  - 7.5.1 What superannuation provisions are available to me?
  - 7.5.2 Do I have a choice where my superannuation contributions are paid to?
- 7.6 Salary Sacrifice
- 7.7 Professional Development, Training & Study
- 7.8 Relieving and Higher duties
- 7.9 Are there any other reward incentives available to employees?
  - 7.9.1 Ex-Factor Allowance.
  - 7.9.2 Service Pay.

## **8.0 Leave and Public Holidays**

- 8.1 Annual Leave
  - 8.1.1 What Annual leave provisions do I receive?
  - 8.1.2 Do I need to provide notice that I intent to take annual leave?
  - 8.1.3 When can I take accrued annual leave?
  - 8.1.4 Can I be requested to take annual leave?
  - 8.1.5 How may I take my Annual leave?
  - 8.1.6 Can I have my accrued Annual Leave paid out?
  - 8.1.7 Can I take Unpaid Leave?
  - 8.1.8 Will I receive Annual leave loading?
- 8.2 Personal Leave
  - 8.2.1 What Personal leave provisions do I receive?
  - 8.2.2 What notice must I provide when taking personal leave?
  - 8.2.3 Am I required to provide any evidence when taking personal leave?
  - 8.2.4 What is acceptable medical advice?
  - 8.2.5 What happens if I have exhausted my personal leave and require additional leave?
  - 8.2.6 What happens to my unused personal leave upon ceasing employment?
- 8.3 Bereavement Leave
  - 8.3.1 Am I required to provide any evidence when taking bereavement leave?
- 8.4 Parental Leave
  - 8.4.1 Who is eligible for Parental leave?
  - 8.4.2 What parental leave provisions do I receive?
  - 8.4.3 Doe I Receive Paid Maternity Leave?
  - 8.4.4 What employee requirements are there for Maternity Leave?
  - 8.4.5 What employee requirements are there for Special Maternity Leave?
  - 8.4.6 What employee requirements are there for Paternity leave?
  - 8.4.7 What employee requirements are there for Adoption leave?
  - 8.4.8 What happens upon my return to work?
  - 8.4.9 Can I request to vary my working arrangements upon my return to work?
- 8.5 Public Holidays
- 8.6 Long Service Leave
  - 8.6.1 When can I take my Long Service Leave?
- 8.7 Jury Service
- 8.8 Military Leave
- 8.9 Special Local Government & General Time in Lieu Benefits
  - 8.9.1 What are these Special Local Government Holidays?
  - 8.9.2 How much time-in lieu may I accrue?

## **9.0 Employment Cessations and Suspensions**

- 9.1 What notice is required if my employment is to cease?
- 9.2 Can the notice period be waived by either party?
- 9.3 What type of conduct could result in summary dismissal of an employee?
- 9.4 What type of conduct would enable an employee to waive their notice period and cease employment?
- 9.5 What happens if my position becomes redundant?
- 9.6 Can I apply for another job if a vacancy exists?
- 9.7 What happens if I am transferred to another job at a lower pay rate?
- 9.8 Can I be suspended from duty?

## **10.0 Individual Flexibility**

## **11.0 Dispute Handling**

## **12.0 Consultation on Major Change**

## **13.0 Community Services Leave**

Schedule A	Local Government Industry Award Classification Levels and related Salary Scales
Appendix 1	Administration Personnel Conditions
Appendix 2	Engineering Services Personnel Conditions
Appendix 3	Recreation & Aquatic Personnel Conditions
Appendix 4	Library Services Personnel Conditions
Appendix 5	Ranger & Emergency Services Personnel Conditions
Appendix 6	Airport Personnel Conditions
Appendix 7	Visitor Centre Personnel Conditions

Schedule 2.1 Notice of Employees representational rights  
Signatory Page

## **2.0 Recitals**

### **2.1 The Exmouth Shire' Philosophy**

The Shire of Exmouth's vision is to support and develop a vibrant, welcoming community that embraces the past, values its present and plans for a sustainable future.

### **2.2 Our Strategic Plan**

Communicates Council's strategic direction and guides us in our conduct of our responsibilities towards achieving common goals. Council's key strategic objectives identified to achieve our Vision are

- To Provide Sustainable Management of the Organisation.
- To Consistently apply the Principles of Good Governance.
- To Communicate Effectively.
- To Promote Socioeconomic Development
- To Value our Environment & Heritage.

### **2.3 Our People Vision**

The Shire of Exmouth strives to be valued by the community as an innovative, diverse workforce which offers a consistently high level of public service to the town and in a friendly and professional manner.

We focus on staying ahead of the market with employment conditions and pledge to provide regular training opportunities to develop knowledge and skills for our current and future employees in turn maximising the shire's workforce. The Shire prides itself as being a safe but fun environment which fosters an appreciation for a healthy and balanced lifestyle.

**Whilst the recitals do not form part of this Agreement they are in accord with the spirit in which the Agreement was negotiated.**

### **3.0 About our agreement**

#### **3.1 Is this agreement legal?**

Yes, once lodged and approved by Fair Work Australia, this agreement is a legal document and as such is binding on all parties to commit to.

#### **3.2 How long does this agreement operate for?**

The agreement will operate from the first completed pay period after the date the agreement is certified until its nominal expiry date on 30<sup>th</sup> June 2014. Within 12 months prior to the expiry of this document a review will be held with the intention to agree and enter into a new agreement.

#### **3.3 Who does this agreement apply to?**

- All staff employed under the Local Government Industry Award 2010 as varied from time to time and any other Award applicable to a local government environment.

Staff who have alternative salary arrangements and contracts of employment shall be exempt from the monetary benefits derived from this Agreement, provided that at no time the value of monetary benefits falls below the benefits available through this agreement.

Staff who have been recently employed and have had the EX Factor allowance included in their package shall be exempt from the introduction of this factor into the Shire on the approval of this agreement.

#### **3.4 Does this agreement replace the award(s)?**

Yes, the agreement replaces in its entirety all awards that purport to apply to all employees of the Shire of Exmouth whether they are classified under this agreement or not.

#### **3.5 Copies of the agreement**

Employees will be provided with access to the agreement, at the time of your engagement at the Shire of Exmouth. You may also request a copy of the agreement at any time during your employment with the Shire.

## **4.0 Definitions**

### **4.1 Administrative Personnel**

Includes a person employed within the Administrative section of the Council operations.

### **4.2 Engineering Services Personnel**

Includes a person employed within the outside works crew to conduct engineering, asset maintenance, waste management, parks and gardens and cleaning services.

### **4.3 Recreation, Aquatic and Community Services Personnel**

Includes people employed whose role it is to initiate, coordinate, encourage, promote or conduct recreational and community development activities within a community and will include such functions as recreation centre and swimming pool employees and community development officers.

### **4.4 Library Services Personnel**

Includes a person employed as a Library Clerk, Library technician, Audio Visual technicians and Graphic Artists.

### **4.5 Ranger & Emergency Services Personnel**

Includes a person employed to patrol, within the geographical confines of a Local Authority, for the purpose of watching, protecting or inspecting all property belonging to the Local Authority and/or to enforce one or more of the Authority's By-laws or any Acts of Parliament which that Authority is empowered to enforce.

### **4.6 Airport Personnel**

Includes a person employed to provide operational and security services at the Council owned and operated Learmonth Airport.

### **4.7 Visitor Centre Personnel**

Includes a person employed to provide management & operational services at the Council owned and operated Exmouth Visitor Centre.

## **5.0 Employment arrangements**

Employees will receive an offer of employment that will specify the employment arrangements between them and the employer including specifying the following employment types:

### **5.1 On-going full-time**

An on-going full-time employee will be employed to work an average of 38 ordinary hours per week with continuing employment prospects.

### **5.2 On-going part-time**

An on-going part-time employee will mean an employee who works regularly for less than 38 ordinary hours in any week with continuing employment prospects.

Part-time employees receive payment for salary and leave on a pro-rata basis and are entitled to public holidays that fall due on their designated work day.

By agreement an employer and employee may vary the agreed hours of work and designated work days.

### **5.3 Casual**

Casual employees will be paid a 25% loading in addition to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.

Casual employees are not entitled to Annual Leave, Sick Leave or Public Holidays.

A casual employee's service will be recognised in respect to the Long Service leave regulations towards an employee's accrual of service.

The services of a casual employee shall be terminated by a minimum of one hour's notice given by either employer or employee, or by payment of one hour's wages in lieu of notice.

### **5.4 Temporary**

A temporary appointment will mean an employee employed for a specific project or program which the employer indicates at the time of engagement may not be ongoing.

### **5.5 Maximum term**

Maximum term employment will apply to an employee who is engaged for a specific period or project.

### **5.6 Probation Period**

Appointments will be subject to review over the first three months, in order to assess performance, productivity and work ethic. The Shire of Exmouth reserves the right to extend the probationary period as necessary, by no more than an additional 3 months provided the employee is agreeable to the extension and a program is developed to assist the employee achieve the required outcomes.



## 6.0 Working arrangements

### 6.1 What is the ordinary work hours span for employees?

The following table represents the ordinary work hours span expected within each division of Council. These hours have been devised to provide for tropical conditions which may necessitate an earlier start and earlier finish time. The particular working arrangements are further detailed in Appendices 1-7 attached to this document.

An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks).

Division	Scope of workdays	Span of work hours
Administration Personnel	Monday to Friday	6.00am to 6.00pm
Engineering Personnel	Monday to Friday	5.00am to 6.00pm
Recreation, Aquatic and Community Services Personnel	Monday to Sunday	5.00am to 10.00pm
Library Services Personnel	Monday to Saturday	8.00am to 9.00pm
Ranger & Emergency Services Personnel	Monday to Sunday	5.00am to 10.00pm
Airport Personnel	Monday to Sunday	5.00am to 10.00pm
Visitor Centre Personnel	Monday to Sunday	5.00am to 10.00pm

Note: Division information is located within the definitions clause

### 6.2 Do employees within varying divisions receive Penalty Rates?

Division	Penalty rates
Administration Personnel	N/A
Engineering Personnel	N/A
Recreation, Aquatic and Community Services Personnel	All ordinary hours worked on a public holiday will be paid at a rate of two and a half times (250%)
Library Services Personnel	All ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%), Sunday at time and three quarters (175%), and public holidays two

	and a half times (250%)
Rangers & Emergency Services Personnel	All ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%), Sunday at time and three quarters (175%), and public holidays two and a half times (250%)
Airport Personnel	All ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%), Sunday at time and three quarters (175%), and public holidays two and a half times (250%)
Visitor Centre Personnel	All ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%), Sunday at time and three quarters (175%), and public holidays two and a half times (250%)

Note: Saturdays is taken to commence at midnight on Friday until midnight on Saturday, Sunday is taken to commence from midnight Saturday until midnight Sunday.

### 6.3 Can I vary my work hours within the ordinary work hours span?

Notwithstanding the above provisions, the employer and employee(s) may agree to an alternative arrangement of how ordinary working hours may be worked for a period not **exceeding 6 months**. Where agreement affects more than one employee, the majority of employees affected must agree to the change, in writing

As a guide generally the average hours of work can be worked on one of the following basis:

- 38 hours over seven consecutive days or
- 76 hours over fourteen consecutive days; or
- 114 hours over 21 consecutive days; or
- 152 hours over 28 consecutive days; or
- Such further extended cycles as agreed between employer and employees which produces an average 38 hours per week.

### 6.4 What do I receive if my employer requests me to work my ordinary hours outside the designated span of ordinary work hours relevant to my position?

Except as hereinafter, employees will receive an additional shift loading calculated on their ordinary hours worked outside each positions ordinary hours span as follows:

15%	Monday to Friday inclusive;
25%	Saturday;
50%	Sunday; and
50%	for all ordinary hours worked on a designated public holiday in addition to a paid day off in lieu to be taken a mutually beneficial time.

### **6.5 What is my standard rest break?**

An unpaid break of no less than 30 minutes will be provided no longer than five hours after commencement.

### **6.6 Can my employer request me to work additional hours?**

All hours worked beyond the specified ordinary hours of work will be considered as additional hours. An employer may require or request an employee to work reasonable additional hours.

### **6.7 Can I refuse a request from my employer to work additional hours?**

An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working hours which are unreasonable having regard to:

- Any risk to employee health and safety that might reasonably be expected to arise if the employee worked additional hours;
- The employee's personal circumstances including any family responsibilities;
- The operational requirements of the workplace
- The notice (if any) given by the employer of the additional hours and by the employee of his/her intention to refuse it; and
- Whether the additional hours are on a public holiday.

### **6.8 What overtime rates do I receive for additional hours worked?**

Employees that are authorised to work outside their standard ordinary hours of work will be entitled to the following overtime time rates.

- Overtime will be paid at the rate of time and a half (150%) for the first two hours, double time (200%) thereafter, and will be calculated on a daily basis.
- Overtime worked on a Sunday will be paid for at the rate of double time (200%).
- All time worked on a public holiday shall be paid for at the rate of double time and a half (250%)

If the employee is recalled (call-back) to work overtime after leaving work they will be paid a minimum of two (2) hours at double time (200%).

The employee and employer may enter into written agreement in respect to payment of an allowance in lieu of overtime penalties.

Wherever reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty between the work on successive days or shifts.

### **6.9 Can I choose to accrue time, in lieu of an overtime payment?**

By agreement, the employee may take accrued overtime as time in lieu, at the applicable penalty rate or as otherwise agreed between both parties. This accrual must not exceed more than 38 hours.

Should the employee request to work additional hours in order to take time off to suit their personal circumstances, it will be a time for time exchange.

#### **6.10 Do eligible employees receive an on-call allowance?**

Yes, an employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be on call. An employee on call must be able to be contacted and immediately respond to a request to attend work. Where the employee is on call, the employee will be paid an on call allowance each day equivalent to \$50.

A person who is on call and in receipt of an on call allowance will 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.

#### **6.11 What are my timekeeping responsibilities?**

Employees covered under this agreement are required to complete, certify and submit fortnightly timesheets correctly, accurately and in a timely manner for payment of wages.

#### **6.12 Do I have the flexibility to work from my home?**

An employee may be given approval to work from home on a regular or short term basis. Any arrangement is at the discretion of the employer and is subject to operational requirements of the workplace continuing to be met.

Prior to the commencement of any arrangement, agreement is to be reached on:

- The provision and maintenance of equipment;
- Security and occupational health and safety requirements;
- Ongoing communication and contact with other team members; and
- Arrangements for access by management of the home site.

The manager and employee may vary the arrangements for home based work at any time by mutual agreement. Home based work arrangements may be terminated by mutual agreement. In addition, the arrangement may be terminated without notice if the employee fails to comply with the agreed arrangements of home based work.

## **7.0 Reward and Recognition**

### **7.1 Salaries**

Employee salaries will be based upon the levels identified within Schedule A of this document which at all times will demonstrate the better off overall test when compared with the annual minimums identified under the

- Local Government Industry Award 2010.

### **7.2 Band Movement**

Movement to a higher level can only occur by way of promotion or reclassification.

### **7.3 Performance Reviews**

A confidential staff development/performance review, including for the purpose of clause 7.2, shall be conducted at least on an annual basis for each employee and without limiting the scope it is intended to identify

- The new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate,
- Any development and expansion anticipated by the employer for the employee in his/her classified position both in the short term and the longer term,
- The current training needs to be undertaken to meet individual employer objectives in both the short and long term and to enable the employee to meet the standards of his/her existing classified position,
- The performance objectives required and current performance.

### **7.4 Agreement increases**

This agreement entitles Employees to enjoy an annual increase of \$ 1,500.00 annum beginning on the 1<sup>st</sup> July 2012 and thereafter at each 1 July anniversary date until the termination of this agreement. .

### **7.5 Superannuation**

#### **7.5.1 What superannuation provisions are available to me?**

Excepting positions in which a salary package is negotiated, Council will contribute a total of up to 17% of gross salary into the Local Government Superannuation Scheme (or equivalent complying Superannuation Scheme), of which 9% is the Statutory Superannuation Guarantee Contribution (SGC), for each member employee provided the member employee is contributing a minimum of 5% to the superannuation fund, based on the following scale:-

- Greater than or equal to 5% Employee voluntary contribution – 17% Council contribution (includes SGC)
- 4% Employee voluntary contribution – 15% Council contribution (includes SGC)
- 3% Employee voluntary contribution – 13.5% Council contribution (includes SGC)
- 2% Employee voluntary contribution – 12% Council contribution (includes SGC)
- 1% Employee voluntary contribution – 10.5% Council contribution (includes SGC)
- 0% Employee voluntary contribution – Council contribution equals SGC

Council shall permit employees to salary sacrifice superannuation contributions as part of structured salary agreements, and will contribute based on the gross salary prior to salary sacrifice.

#### **7.5.2 Do I have a choice where my superannuation contributions are paid to?**

Employees have complete freedom of choice for the statutory contributions however the matching contributory scheme is paid into the Local Government Superannuation Scheme which is Council's default provider.

#### **7.6 Salary Sacrifice**

Where the employee requests that specified payroll deductions be paid as salary sacrificed payments (where the Gross Salary is reduced by a sacrificed payment) rather than as an after tax deduction, the Council supports the utilization of a salary sacrifice arrangement subject to the arrangement not being in breach of any taxation or other laws, their not being any increased cost to Council through the incurring of FBT, and based on the following:-

- **Superannuation Contributions**  
An employee can elect to sacrifice their voluntary superannuation contributions.
- **Council Housing Rental Payments**  
An employee can elect to sacrifice their Council housing rental payments, subject to the house being the property of the Council or a lease for the property being held by the Council.
- **Laptops**  
An employee can elect to sacrifice the purchase of a laptop as per the ATO rulings.

Variations to this general policy may be negotiated by the CEO and will need to be reflected in the total remuneration package value.

#### **7.7 Professional Development, Training & Study**

Council supports the professional development of all employees and promotes training, skills developments and the progression towards and maintenance of formal qualifications, within budget and workload limitations. Traineeships, apprenticeships and cadetships are encouraged and utilised wherever possible.

- a) Council generally supports Study Leave of up to 3 hours per week being granted for studies relevant to Council duties and positions, provided that such does not interfere with Council operations significantly, excepting in the case of employees classified as "Trainee", "Cadet" or "Apprentice" or in other specific circumstances where additional Study Leave may be granted by the CEO.
- b) Approval of Study Leave and expenses for Council Staff and prospective staff undertaking approved training, education courses, cadetships or scholarships shall be at the discretion of the CEO. Where study leave relates to the CEO, the Shire President shall approve such a request.
- c) The CEO may approve the reimbursement of the following expenses in respect to studies directly applicable to their duties

subject to the successful completion of the relevant units of study or as negotiated with the CEO: -

- i) Enrolment fees
- ii) Higher Education Contribution Scheme
- iii) Costs in respect to books and materials, with the books to become the property of the Council at the completion of the subject should the CEO request.
- iv) Other related expenses as approved by the CEO.

Where enrolment costs are significant (in excess of \$1,000), the above fees and costs may be approved for upfront payment on the basis that they will be reimbursed to Council if a fail mark is received for the unit of study. Costs associated with senior employees Study Leave and expenses may form part of Salary Renewal negotiations with Council on an annual basis.

## **7.8 Relieving and Higher duties**

If an employee is engaged temporarily in duties of a classification higher than their own, they will be paid a pro-rata of up to 80% of the higher classification rate provided the higher duties are performed in full and for at least a completed days work for the position.

## **7.9 Are there any other reward incentives available to employees?**

### **7.9.1 Ex-Factor Allowance**

In recognition of the cost of living experienced in Exmouth and the need to attract and more importantly, retain staff, Council offer an over-award allowance to all employees to offset these recognised costs.

The Ex-Factor allowance may be reviewed annually by the Council to determine if the amount is in keeping with local factors (i.e. housing rentals market, plane fares, utility charges and any other factor deemed eligible by Council).

Part time employees will receive a pro-rata portion of the allowance according to their respective hours worked. This allowance does not apply to casual employees.

### **7.9.2 Service Pay**

All Award based employees shall be entitled to the payment of an annual Service Pay as an additional payment above the base cash salary negotiated through their award classification.

The payment of Service Pay is to recognise years of service with the Shire of Exmouth and the accumulated knowledge and skill of the person in the role.

Service Pay shall be paid on the following basis:-

- |                                      |                  |
|--------------------------------------|------------------|
| • End of 6 months continuous service | \$10.00 per week |
| • End of 1 year continuous service   | \$20.00 per week |
| • End of 2 years continuous service  | \$40.00 per week |
| • End of 3 year continuous service   | \$60.00 per week |
| • End of 5 years continuous service  | \$65.00 per week |
| • End of 10 years continuous service | \$70.00 per week |

- End of 11 years continuous service and \$70.00 plus per week greater plus \$5.00 for every 5 years thereafter.

This allowance does not extend to employees engaged under a fixed or full term Contract of Employment or casual employees and new employees who have commenced after the signing of this agreement. The Ex-factor payment has been designed to replace and phase-out this service pay over time via natural attrition.

## **8.0 Leave and Public Holidays**

### **8.1 Annual Leave**

#### **8.1.1 What Annual leave provisions do I receive?**

Annual leave will be calculated weekly from commencement date and accrue at the rate of 190 hours per completed year of continuous service.

#### **8.1.2 Do I need to provide notice that I intent to take annual leave?**

Employees will need to provide a minimum of four (4) weeks notice of the date as to when the employee intends to take annual leave.

#### **8.1.3 When can I take accrued annual leave?**

Employees can take annual leave at such a time that is mutually convenient to the employer and the employee, and unless agreed within six (6) months of the leave accrual date. Your Manager will not unreasonably refuse the taking of leave.

#### **8.1.4 Can I be requested to take annual leave?**

The employer may require employees to take annual leave during shut down period(s) relevant to each operational area.

Excessive annual leave that includes a balance over and above six (6) weeks accrual may result in the employer requesting the employee to reduce their annual leave balance.

#### **8.1.5 How may I take my Annual leave?**

There is no minimum amount of annual leave that must be taken on any one occasion except as provided hereinafter.

#### **8.1.6 Can I have my accrued Annual Leave paid out?**

The Employee may apply to have two weeks accrued annual leave paid out providing that the Employee has already had a least 10 days leave or will have four weeks leave remaining accrued as part of the application.

Employees who wish to cash out annual leave must complete the election form in Schedule 2. Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the election is made.

#### **8.1.7 Can I Take Unpaid Leave?**

By agreement between the employer and employee, employees may elect to take leave without pay for personal reasons.



### **8.1.8 Will I receive Annual leave loading?**

Employees will receive their leave loading of **17.5%**, calculated on the total annual leave entitlement, within their annualised salary to be paid annually on the first pay period in December.

## **8.2 Personal Leave**

Paid personal leave, which will be accrued after each completed week of service, is available to the employee when they are absent:

- Due to personal illness or injury (sick leave); and
- 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).

### **8.2.1 What Personal leave provisions do I receive?**

The amount of personal leave to which an employee is entitled is 10 days per year of service or whatever provisions are extended through the National Employment Standards.

### **8.2.2 What notice must I provide when taking personal leave?**

To ensure the smooth running of the team, the employee must make all reasonable effort to advise their manager as soon as reasonably practicable prior to the employee's normal start time on any day of absence. If it is not reasonably practicable for the employee to give prior notice of absence due to circumstances beyond the employee's control, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **8.2.3 Am I required to provide any evidence when taking personal leave?**

A manager may request an employee to provide medical evidence or a statutory declaration for any period of personal leave. Medical evidence, or a statutory declaration, may be required where the number of personal leave taken in a twelve month period exceeds five (5) days. No more than three (3) consecutive days of personal leave may be taken without medical evidence or statutory declaration.

### **8.2.4 What is acceptable medical advice?**

For these purposes, a medical certificate must be issued by a registered health practitioner. The medical certificate must be issued in respect of the area of practice in which the practitioner is registered or licensed under a law of the state that provides for the registering or licensing of health practitioners.

### **8.2.5 What happens if I have exhausted my personal leave and require additional leave?**

If the employee exhausts their paid personal leave, the employee may request to take unpaid leave for purposes of personal illness or injury or for providing care

to an immediate family member who is ill, injured or in order to assist with an unexpected emergency for a period up to twelve (12) months.

### **8.2.6 What happens to my unused personal leave upon ceasing employment?**

In accordance with Council Policy 'Retirement & Resignation of Employees – Gratuity Reference' employees will receive a portion of their unused personal leave, payable upon the ceasing of employment. This policy may be varied from time to time.

## **8.3 Bereavement Leave**

In the event of the death or serious illness posing a threat to the life of a member of the employee's immediate family or household or person who may be deemed to be a member of the family, the employee may access two (2) days of paid bereavement leave non accumulative on each occasion.

### **8.3.1 Am I required to provide any evidence when taking bereavement leave?**

An employer may require an employee to produce documentary evidence of the need for bereavement leave.

## **8.4 Parental Leave**

Parental leave is provided to enable employees to give birth to a child or care for a newborn or newly-adopted child. It includes maternity, special maternity, paternity or adoption leave.

### **8.4.1 Who is eligible for Parental leave?**

Unpaid parental leave will be available to all full-time, part-time or eligible casual employees who have been employed for a 12 month period or more immediately preceding the commencement of leave.

An 'eligible casual employee' means a casual employee:

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

### **8.4.2 What parental leave provisions do I receive?**

Eligible employees will be able to access twelve (12) months unpaid parental leave.

### **8.4.3 Do I receive Paid Maternity Leave?**

Yes, in accordance with government legislation which may be varied from time to time.

#### **8.4.4 What employee requirements are there for Maternity Leave?**

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

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

The pregnant employee may commence maternity leave six weeks prior to the expected birth. If the employee continues to work during the six weeks prior to the expected date of the birth, the employer may ask for a medical certificate from a medical practitioner whether the employee is fit for work and whether it is advisable for the employee to continue work in her present condition.

#### **8.4.5 What employee requirements are there for Special Maternity Leave?**

Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.

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

Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

#### **8.4.6 What employee requirements are there for Paternity leave?**

The employee must provide an application 10 weeks prior to the expected date of the birth of the child stating the first and last days of the paternity leave, and a medical certificate from a medical practitioner stating the name of the employee's spouse, that the employee's spouse is pregnant and the expected date of birth of the child.

#### **8.4.7 What employee requirements are there for Adoption leave?**

The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- the employee is seeking adoption leave to become the primary care-giver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and
- that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

#### **8.4.8 What happens upon my return to work?**

The employee must advise the employer four weeks prior to the expiration of their leave of their intention to return to work.

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

#### **8.4.9 Can I request to vary my working arrangements upon my return to work?**

The employee will need to make a written request to vary their work arrangements either to a part-time basis or to vary a work roster to suit family responsibilities. A request will need to be submitted to the employer as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, and may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### **8.5 Public Holidays**

Eligible employees will be entitled to the following public holidays without loss of pay:

New Year's Day (1 January)

Australia Day (26 January)

Labour Day (March 5)

Good Friday

Easter Monday

Anzac Day (25 April)

Foundation Day (June 4)

Queen's Birthday (October 1)(Date may be varied to suit local festivities)

Christmas Day (25 December)

Boxing Day (26 December)

## **8.6 Long Service Leave**

Eligible employees will be entitled to long service leave. The Local Government (Long Service Leave) Regulations applies and is available upon request from your employer.

### **8.6.1 When can I take my Long Service Leave?**

Under this agreement employees will be eligible to take their long service leave earlier than specified within the regulations to the extent of employees being able to request to take their pro-rata long service leave accrual after seven (7) years continuous service. However it must be noted that the Shire of Exmouth will only be responsible for the time accrued whilst in their employment as well as any top up payment due after any other local authority has meet their contributions.

## **8.7 Jury Service**

Employees will be granted leave without loss of pay for the purposes of jury service and will pay to the employer any attendance fee paid for the jury duty. Employees will present to the employer evidence of attendance for jury duty. Any payments received by the employee must be paid to the Shire to offset some of the costs associated with paying the employee.

## **8.8 Military Leave**

Upon application to Council for Defence Force Reserve Training Leave and subject to work commitments, an employee may be granted up to two weeks leave per annum. The employee shall be paid by the Council the difference between 14 days (or number of relevant days) "Reservist Pay" paid by the government and the employee's Council fortnightly (or number of relevant days) ordinary rate of pay, to ensure the employee is no financially worse off for attending Defence Force Reserve Training.

## **8.9 Special Local Government & Time in Lieu Benefits**

### **8.9.1 What are the Special Local Government holidays?**

On the working day after the New Years Day holiday and Easter Tuesday each year an employee who is scheduled to work those days and is not on leave for the day will become entitled to a day's paid absence in time in lieu for each of the two holidays previously observed.

### **8.9.2 How much time-in lieu may I accrue?**

By agreement with the employer, employees are able to accrue time in lieu (inclusive of time in lieu of public holidays) up to a maximum of two (2) days, to take at a mutually agreed time including designated shut down periods.

The employee may request at any time to have their time in lieu paid out within 12 months of it being accrued.

## **9.0 Employment cessations and suspensions**

### **9.1 What notice is required if my employment is to cease?**

The employer may end the employment of the employee by giving them notice. The employee may resign from employment by giving notice to the employer. The amount of notice required to be given by the employer and employee is based upon the period of continuous employment as follows:

Period of continuous service	Period of notice
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 3 year but not more than 5 years	at least 3 weeks
Over 5 years	at least 4 weeks

During a probation period, either the employee or employer may cease the employment relationship with the giving of one week's notice, or payment in lieu of one week's salary.

### **9.2 Can the notice period be waived by either party?**

Notwithstanding the above provisions, the employee may request a waiver on the notice period which will be at the discretion of the employer.

The employer may, instead of giving notice, pay the employee salary equivalent to the required period of notice.

### **9.3 What type of conduct could result in summary dismissal of an employee?**

The employer may end the employment of an employee without notice if the employee's conduct is clearly wrong, dangerous or unsuitable for their employment.

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

- Being drunk or under the influence of illegal drugs
- If charged with stealing, fraud, assault or other criminal behaviour
- Sexual or racial harassment or bullying behaviour
- Not carrying out health and safety obligations
- Refusing to carry out lawful and reasonable instruction
- Not carrying out the employee's duty
- Severe contravention of the Shire of Exmouth's Code of Conduct (signed and agreed by all employees)

### **9.4 What type of conduct would enable an employee to waiver their notice period and cease employment?**

Similarly, the employee may end their employment without notice if the employer's conduct is clearly wrong, dangerous or unsuitable for their employment.

The type of conduct by an employer that may allow an employee to end their employment without notice, after consideration of the circumstances, includes:

- If charged with an Assault or other criminal behaviour
- Sexual or racial harassment and other offensive or bullying behaviour
- Not carrying out health and safety obligations
- Requiring the employee to carry out an unlawful and unreasonable instruction.

### **9.5 What happens if my position becomes redundant?**

Redundancy occurs when the employer decides that they no longer wish the job the employee has been doing done by anyone, and is not due to the ordinary and customary turnover of labour. This may happen due to changing operational requirements, the introduction of new technology, economic downturns or restructuring.

Your Manager will consult with you or your representative as soon as practicable to explore options for parties concerned.

In addition to the period of notice prescribed for ordinary cessations, an employee, whose employment ceases by reason of redundancy, is entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 year and less than 3 years	6 weeks' pay
3 year and less than 4 years	7 weeks' pay
4 year and less than 5 years	8 weeks' pay
5 year and less than 6 years	10 weeks' pay
6 year and less than 7 years	11 weeks' pay
7 year and less than 8 years	13 weeks' pay
8 year and less than 9 years	14 weeks' pay
9 year and less than 10 years	15 weeks' pay
10 years and over	12 weeks' pay

### **9.6 Can I apply for another job if a vacancy exists?**

If an employee's position is made redundant and another position exists that is currently vacant the employee will have the option to submit an application for that job vacancy if they so wish.

### **9.7 What happens if I am transferred to another job at a lower pay rate?**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been ceased. In addition the employer will make payment in lieu thereof an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of week of severance pay owing.

### **9.8 Can I be suspended from duty?**

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 on full pay while the matter is being investigated, if deemed necessary by the employer.

## **10.0 What Individual Flexibility Arrangements are Available?**

**10.1** The Shire and the employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

**10.1.1** the agreement deals with one or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- leave loading; and

**10.1.2** the arrangement meets the genuine needs of the Parties in relation to one or more of the prescribed matters; and

**10.1.3** the arrangement is genuinely agreed to by the Parties.

**10.2** The Shire must ensure that the terms of the individual flexibility arrangement:

**10.2.1** are about permitted matters under the Fair Work Act 2009; and

**10.2.2** are not unlawful terms under the Fair Work Act 2009; and

**10.2.3** result in the Employee being better off overall than the Employee would be if no arrangement was made.

**10.3** The Shire must ensure that the individual flexibility arrangement:

**10.3.1** is in writing; and

**10.3.2** includes the name of the Parties; and

**10.3.3** is signed by the Parties and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

**10.3.4** includes details of:

- the terms of the enterprise agreement that will be varied by the arrangement; and
- how the arrangement will vary the effect of the terms; and
- 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

**10.3.5** states the day on which the arrangement commences.

**10.4** The Shire must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

**10.5** The Parties may terminate the individual flexibility arrangement:

**10.5.1** by giving no more than 28 days written notice to the other party to the arrangement; or

**10.5.2** if the Parties agree in writing at any time.



## **11.0 What Dispute Settlement Procedure is in Place to cover issues arising from this agreement?**

If a question, dispute or difficulty should arise in the workplace as a result of the meaning or effect of this Agreement or the National Employment Standards, then the following procedure shall apply.

The objective of this procedure is to promote the resolution of disputes within the workplace, by measures based on consultation, cooperation and discussion to reduce the level of industrial confrontation and avoid interruption to the performance of work and the consequential loss of production and wages.

**11.1** A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

**11.2** The parties are committed to adhering to the following dispute settlement steps within the described timeframes or other such period agreed between the parties:

**11.2.1** The employee/s and their representative shall discuss the matter with the immediate supervisor/manager. Where the matter cannot be satisfactorily resolved the supervisor shall within 3 working days, either party may refer the matter to their respective Executive Manager with the employee/s being advised accordingly.

**11.2.2** The Executive Manager will respond to the matter raised within 3 working days of it being referred. If the Executive Manager is unable to resolve the matter it shall be referred to the Chief Executive Officer and the employee/s advised accordingly.

**11.2.3** The Chief Executive Officer will respond to the matter raised within 4 working days of it being referred.

**11.2.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

**11.3** Fair Work Australia may deal with the dispute in 2 stages:

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

**11.3.2** If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

- arbitrate the dispute; and
- make a determination that is binding on the parties.

**11.4** It is a term of this agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

**11.4.1** Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded. Information and documents in relation to dispute resolution are to be kept confidential between the parties to the dispute. Information may only be disclosed if it is to be used within the dispute resolution process, or if both parties consent, or if disclosure is required or permitted by law.

**11.4.2** Nothing in this Clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than Fair Work Australia or resolution, in which case the parties agree to be bound by any recommendations to resolve the dispute made by the agreed person or body.

## **12.0 What Consultation on Major Change will the Organisation Undertake?**

### **Consultation term**

**12.1** This term applies if:

**12.1.1** the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

**12.1.2** the change is likely to have a significant effect on employees of the enterprise.

**12.2** The employer must notify the relevant employees of the decision to introduce the major change.

**12.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.

**12.4** If:

**12.4.1** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

**12.4.2** the employee or employees advise the employer of the identity of the representative;

**12.4.3** the employer must recognise the representative.

**12.5** As soon as practicable after making its decision, the employer must:

**12.5.1** discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

**12.5.2** for the purposes of the discussion — provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

**12.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

**12.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

**12.8** If a term in the enterprise 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 sub clauses (2), (3) and (5) are taken not to apply.

**12.9** In this term, a major change is ***likely to have a significant effect on employees*** if it results in:

**12.9.1** the termination of the employment of employees; or

**12.9.2** major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

**12.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

**12.9.4** the alteration of hours of work; or

**12.9.5** the need to retrain employees; or

**12.9.6** the need to relocate employees to another workplace; or

**12.9.7** the restructuring of jobs.

**12.10** In this term, **relevant employees** means the employees who may be affected by the major change.

### **13.0 What Community Services Leave am I entitled too?**

Community Services leave is in accordance with the National Employment Standards which at this time cover:

"An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
  - (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service—the employee's absence is reasonable in all the circumstances".



Shire of Exmouth  
Schedule A - Salary Levels

<b>Level</b>	<b>2011/12</b>	<b>2012/13</b>	<b>2013/14</b>
1	30,000	31,500	33,000
2	32,500	34,000	35,500
3	35,000	36,500	38,000
4	36,000	37,500	39,000
5	37,000	38,500	40,000
6	40,000	41,500	43,000
7	43,000	44,500	46,000
8	50,000	51,500	53,000
9	53,000	54,500	56,000
10	57,000	58,500	60,000
11	60,000	61,500	63,000

NB: Salary increases will be effective from the 1<sup>st</sup> July of the calendar year beginning July 2012.



## **Shire of Exmouth**

### **Appendix 1 – Administration Personnel Conditions**

#### **Who**

This appendix applies to staff that are employed within the Administrative section of the Council operations

#### **Ordinary Working Hours**

Ordinary work hours are to be 7.30am to 4.30pm (1/2 hour lunch break)  
(Office opening hours are to be 8.00am to 4.00pm)

All staff to be on a 9 day fortnight with the RDO to be taken on a designated day and by agreement with Executive Manager (on a rotational basis)

#### **Additional Conditions & Allowances**

Uniform Allowance As per Council policy as varied from time to time

District Allowance in accordance with the Local Government Industry Award 2010



## Shire of Exmouth

### Appendix 2 – Engineering Personnel Conditions

#### Who

This appendix applies to a person employed within the outside works crew to conduct engineering, asset maintenance, parks and gardens and cleaning services

#### Ordinary Working Hours

Ordinary work hours (summer roster) is to be 6.30am to 3.00pm (Pay Thursday 2.30pm finish)

Ordinary work hours (winter roster) is to be 7.00am to 3.30pm (Pay Thursday 3.00pm finish)

All staff are to be on a 9 day fortnight with the RDO to be taken on a Friday.

#### Additional Conditions & Allowances

Uniform Allowance As per Council policy as varied from time to time

District Allowance in accordance with the Local Government Industry Award 2010

\*Tool Allowance in accordance with the terms of the Local Government Industry Award 2010

Leading Hand Allow in accordance with the terms of the Local Government Industry Award 2010

Adverse Working Conditions in order to provide the best benefit available the Shire will continue to pay the benefit for 52 weeks of the year including period of leave

\*these allowances are only payable to those staff that provides their own tools when carrying out their trade in accordance with industry practice.



## Shire of Exmouth

### Appendix 3 – Recreation, Aquatic and Community Services Personnel Conditions

#### Who.

This appendix applies to persons employed whose role it is to initiate, coordinate, encourage, promote or conduct recreational and community development activities within a community and will include such functions as recreation centre and swimming pool employees and community development officers.

#### Ordinary Working Hours

The Hours of Duty & Pool Season and definable within the Position Description of the Swimming Pool Manager and associated pool staff are determined annually by the relevant Executive Manager.

The hours of duty worked by the CDO cover 5am-10pm Monday through Sunday. There are core hours of 8am-4:40pm during Monday to Friday; where the majority of time will be spent. Time in Lieu and overtime are applicable; if agreed in advance with the EMCE. The CDO is entitled to RDO's and complete an 80 hour fortnight

#### Additional Conditions & Allowances

Uniform Allowance	As per Council policy as varied from time to time
District Allowance	in accordance with the Local Government Industry Award 2010



## Shire of Exmouth

### Appendix 4 – Library Services Personnel Conditions

#### Who.

This appendix applies to a person employed as a Library Clerk, Library technician, Audio Visual technicians and Graphic Artists.

#### Ordinary Working Hours

Whilst the span of ordinary hours is from 8am-9pm the current operating hours of the Shire Library staff are 8:00am-4:30pm (1/2 hour lunch break) Monday, Tuesday & Thursday, 8am to 12 & 3pm to 6pm Wednesdays, and from 9am-12 noon every Saturday. Library Co-ordinator is expected to work Monday – Friday although the Library is closed every Friday. The RDO arrangement applies only to the Library Co-ordinator; if sufficient staff available to cover; the Library Co-ordinator works an 80 hour fortnight; and the part time staff work as agreed.

#### Additional Conditions & Allowances

Uniform Allowance As per Council policy as varied from time to time  
District Allowance in accordance with the Local Government Industry Award 2010





## Shire of Exmouth

### Appendix 5 – Ranger & Emergency Services Personnel Conditions

#### Who.

This appendix applies to a person employed to patrol, within the geographical confines of a Local Authority, for the purpose of watching, protecting or inspecting all property belonging to the Local Authority and/or to enforce one or more of the Authority's By-laws or any Acts of Parliament which that Authority is empowered to enforce

#### Ordinary Working Hours

The Community Ranger and Emergency Officer generally operates a weekly schedule to carry out duties for the position as required and is entitled to a 30 minute unpaid lunch break. In principle however, it is envisaged that the position works a 38 hour week. The hours will be worked according to optimum program delivery, seasonal demand and major events which means that weekend and evening work will be required as standard. Additional hours will be paid as overtime, however this will need to be approved by the Executive Manager prior to undertaking the additional hours. Provided that there is sufficient flexibility by the staff member this position may participate in the 9 day fortnight scheme.

#### Additional Conditions & Allowances

Uniform Allowance As per Council Policy as varied from time to time  
District Allowance in accordance with the Local Government Industry Award 2010



## **Shire of Exmouth**

### **Appendix 6 – Airport Personnel Conditions**

#### **Who.**

This appendix applies to a person employed to provide operational and security services at the Council owned and operated Learmonth Airport.

#### **Ordinary Working Hours**

The Airport reporting Officer/Screening Officers/ Groundperson(s) shall work a pre approved rotational roster in consultation with the Airport Manager that suits the operational needs of the Learmonth. In consultation with the employees the roster may be changed to suit the needs of the incoming aircraft and safety requirements.

#### **Additional Conditions & Allowances**

Uniform Allowance As per Council Policy as varied from time to time  
District Allowance in accordance with the Local Government Industry Award 2010



## **Shire of Exmouth**

### **Appendix 7 – Visitor Centre Personnel Conditions**

#### **Who.**

This appendix applies to a person employed to provide management & operational services at the Council owned and operated Exmouth Visitor Centre.

#### **Ordinary Working Hours**

Current opening hours of the Visitors Centre are 9-am-4:30pm Monday to Friday, 9am-1pm Weekends and Public Holidays. During peak season there may be variations to these standard hours; as per the direction of the EMCE. The Standard spread of hours for visitors centre personnel is 5am-10pm Monday-Sunday and they are not eligible for RDO's and work a 76 hour fortnight.

#### **Additional Conditions & Allowances**

Uniform Allowance As per Council Policy as varied from time to time  
District Allowance in accordance with the Local Government Industry Award 2010

## Signatories

This Collective Agreement has been adopted for final approval by the Council of the Shire of Exmouth at the Special Council meeting held on 28<sup>th</sup> June 2011 and endorsed by the employees of Council by majority vote.



Bill Price  
Chief Executive Officer



Lauren Rampling  
Community Development Officer



Sharlene Williams  
Administrative Officer



Troy Wright  
Parks & Irrigation Officer



Alan Ladhams  
Airport Screening Officer

## **Schedule 2.1 Notice of employee representational rights**

(regulation 2.05)

*Fair Work Act 2009*, subsection 174 (6)

*Shire of Exmouth* gives notice that it is bargaining in relation to an enterprise agreement *Shire of Exmouth all of staff agreement 2011* which is proposed to cover employees that work in the Shire under the relevant Local Government Awards

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 3 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Australia.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Australia about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you have any questions about this notice or about enterprise bargaining, please speak to either your employer, bargaining representative, go to [www.fairwork.gov.au](http://www.fairwork.gov.au), or contact the Fair Work Australia Infoline

Dated the 2<sup>nd</sup> June 2011.

