



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shire of Exmouth
(AG2019/887)

SHIRE OF EXMOUTH ENTERPRISE AGREEMENT 2017

Local government administration

COMMISSIONER BISSETT

MELBOURNE, 26 APRIL 2019

Application for approval of the Shire of Exmouth Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Shire of Exmouth Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Shire of Exmouth. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[4] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 May 2019. The nominal expiry date of the Agreement is 25 April 2023.

COMMISSIONER



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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2019/887

Applicant: Shire of Exmouth

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, [Cameron Woods], [Chief Executive Officer] for [Shire of Exmouth] give the following undertakings with respect to the [Shire of Exmouth Enterprise Agreement 2017] ("the Agreement"):

1. I have the authority given to me by Shire of Exmouth to provide this undertaking in relation to the application before the Fair Work Commission.
2. A shift worker for the purposes of the National Employment Standards (NES) is an employee who works a roster and who, over the cycle, may be rostered to work ordinary shifts on any of the seven days of the week and who is regularly rostered to work on Sundays and public holidays.
3. The provisions of Clause 24.3 of the Local Government Industry Award 2010 will apply in relation to time in lieu.
4. Payment of weekday (Monday to Friday) penalty rates outside the span of hours for casual employees are follows:

Weekday penalty – 20%


Calculate ordinary rate + 25% (casual loading) + 20% (weekday penalty).

Total rate is ordinary rate plus 45%


5. Overtime will be paid to casual employees in the following circumstances:
 - (a) in excess of 10 hours per day; or
 - (b) on days other than ordinary days specified.

Overtime will be paid at time and a half for the first two hours and double time thereafter.

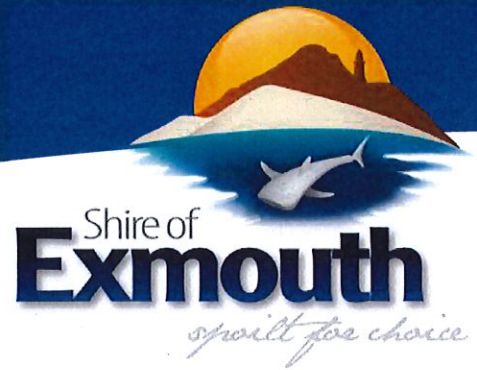
6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date



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

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Shire of Exmouth Enterprise Agreement 2017

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Application and Operation

1 Title

Shire of Exmouth Enterprise Agreement 2017 (**Agreement**).

2 Term of Agreement

This agreement shall operate for a nominal four (4) year term.

The nominal expiry date is four (4) years from the date the Agreement is approved by the Fair Work Commission.

The Agreement will come into effect (the "**Effective date**") on the commencement of the second fortnightly pay cycle after the Agreement is approved by the Fair Work Commission.

3 Parties Bound and Scope

The Agreement shall be binding on:

- (a) Shire of Exmouth (the employer)
- (b) All employees of the Shire of Exmouth excluding the Chief Executive Officer and Executive Managers employed on common law term contracts.

4 Definitions and Interpretation of Agreement

4.1 Interpretation of Agreement

The Agreement replaces in its entirety the *Local Government Industry Award 2010* and any other awards that could otherwise potentially apply to employees of the Shire of Exmouth.

The Award is not incorporated into this Agreement unless this Agreement expressly specifies otherwise. In the event of any inconsistency between the award and the Agreement, this Agreement will prevail.

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

4.2 Definitions

Award

The award means the *Local Government Industry Award 2010*.

New employee

For the purposes of this Agreement a 'new' employee is an employee who is appointed on a full time or part time basis on or after the Effective date of this Agreement.

Existing employee

For the purposes of this Agreement an 'existing' employee is an employee who was appointed on a full time or part time basis prior to the Effective date of this Agreement.

National Employment Standards (NES)

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009 (Cth)* as varied from time to time. The National Employment Standards will apply to all employees covered by this Agreement.

Work Area Descriptors

Administrative Personnel

Includes a person employed within the administrative office of the Council operations, includes employees engaged in planning, health and building.

Engineering Services Personnel

- (a) Road and Park & Gardens personnel is a person employed to maintain Council owned assets including roads, parks and gardens.
- (b) Other Engineering Services personnel includes a person employed to provide support within the department and may include mechanical and other trades.

Recreation, Aquatic and Community / Cultural Service / Tourism Personnel

Includes a person employed whose role it is to coordinate, promote or conduct aquatic activities and includes employees who perform work at the swimming pool and Spray Park.

Includes people employed whose role it is to coordinate, promote or conduct community/cultural development activities within a community and will include such functions as the library and event management. Includes the provision of tourism and hospitality services such as visitor services and all activities associated with coordination and promotion of the Ningaloo Centre, exhibits, galleries and the aquarium.

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.

Aviation / Heliport Personnel

Includes a person employed to provide operational and security services at Council owned and/or operated airports, heliport, aerodrome and aviation related services.

Waste Site and Sanitation Amenities Personnel

Includes a person employed to provide operational services for the Council owned public amenities and waste and recycling centres.

Types of Employment and Related Matters

5 Employment Arrangements

Employees will receive an offer of employment that will specify one of the following employment arrangements:

5.1 Full Time

A full time employee is an employee engaged to work an average of 38 ordinary hours per week.

5.2 Part Time

- (a) A part time employee is an employee who works less than 38 hours per week.
- (b) A part time employee receives pay and conditions on a pro rata basis.
- (c) By agreement in writing the employer and employee may vary the agreed hours of work and designated work days. A part time employee may agree to work up to an average of 38 ordinary hours per week at the hourly ordinary time rate provided the agreement is entered into without duress.

5.3 Casual

- (a) A casual employee is an employee who is engaged and paid as such but does not include part time or full time employees.
- (b) Casual employees will be paid a 25% loading in addition to the ordinary hourly rate of pay for the classification of work performed.
- (c) Casual employees are not entitled to paid Annual Leave, paid Personal Leave or Overtime. A casual will only be entitled to payment on a public holiday if they actually work on a public holiday. Casual employees will be entitled to unpaid leave in accordance with the NES.
- (d) A casual employee may be entitled to long service leave in accordance with *Local Government (Long Service Leave) Regulations (WA)*.
- (e) The services of a casual employee may 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.

5.3.1 Right to request casual conversion

The provisions of Clause 10.6 of the Award apply in relation to a regular casual employee right to request their employment be converted to full time or part time employment.

5.4 Probation Period

Employees may be subject to a probationary review by the employer anytime during the first six (6) months of employment in order to assess performance and productivity of the employee.

Hours of Work and Related Matters

6 Ordinary Hours of work and rostering

Work Area Descriptors	Days on which ordinary hours can be worked	Span of Hours	Rostered Day Off (RDO) for full time eligible employees
Administrative Personnel	Monday to Friday	6am to 8pm	19 day month
Engineering Services - Indoor Personnel and includes Mechanical and other Trades	Monday to Friday	6am to 8pm	19 day month
Engineering Services - Outdoor Personnel applies to Parks and Gardens, Irrigation and Civil Works	Monday to Friday	6am to 8pm	9 day fortnight
Recreational, Aquatic and Community and Cultural/ Tourism Services Personnel	Monday to Sunday	5am to 10pm	19 day month
Ranger & Emergency Services Personnel	Monday to Sunday	5am to 10pm	19 day month
Aviation / Heliport Personnel	Monday to Sunday	5am to 10pm	Not eligible
Waste Site and Sanitation Amenities Personnel	Monday to Sunday	5am to 10pm	19 day month

6.1 Rosters

It is recognised that particular areas of the organisation operational hours including Aviation, are subject to change. Rostered hours in the Aviation function will be managed by working to a pre-approved fortnightly roster based on operational requirements.

A roster can be altered by mutual consent at any time and where practicable may be altered by the employer on seven days' notice. Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which the employer has no control.

6.2 Rostered Day Off (RDO) Arrangement

The scheduling of RDOs will be determined by the relevant leader having regard to customer service needs and operational requirements. Where a scheduled RDO needs to be changed, arrangements will be made with the affected employee to access an alternate RDO. If an accrued rostered day off falls on a public holiday as prescribed by the NES, another day will be substituted by written agreement.

6.3 Span of hours

The span of hours for each area are outlined in the table under Clause 6.

6.4 Hours of Work

The ordinary hours of work for a full time employee are an average of 38 hours per week (not including unpaid meal breaks) over a period of 28 days worked.

Hours of work can be worked on one of the following basis:

- 38 hours over seven days; or
- 76 hours over fourteen days; or
- 114 hours over 21 days; or
- 152 hours over 28 days.

An employee may work up to a maximum of 12 ordinary hours on any day/shift (excluding unpaid meal breaks) by mutual agreement.

6.5 Ordinary Hours of Work on Weekends and Public Holidays – Penalty Rates (Full Time and Part Time Employees)

6.5.1 Weekday penalty rates

A full time/part time employee required to work ordinary hours on Monday to Friday outside the span of hours will be paid a penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.

6.5.2 Weekend penalty rates

For full time and part time employees all ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%) and Sunday at time and three quarters (175%) and public holiday's double time and a half (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.

6.6 Casual Employees – Penalty Rates for work on Weekends and Public Holidays

Payment of weekend penalty rates for casual employees are as follows:

Casual employees will receive the following payment for weekend or public holiday work:

- Saturday penalty 50%.

*Calculate ordinary rate + 25% (casual loading) + 50% (Saturday penalty).
Total rate is ordinary rate plus 75%.*

- Sunday penalty 75%

*Calculate ordinary rate +25% (casual loading) +75% (Sunday penalty).
Total rate is ordinary rate plus 100%.*

- Public holiday 150%

*Calculate ordinary rate + 25% (casual loading) + 150% (public holiday penalty).
Total rate is ordinary rate plus 175%.*

For example:

Alex is a casual Level 4 employee and his minimum hourly rate is \$22.82 (excluding casual loading). If Alex works on a Saturday he is entitled to:

Step 1: Add the casual loading and Saturday penalty.

Casual loading (25%) + Saturday penalty (50%) = 75%

Step 2: Multiply the minimum hourly rate by the combined casual loading and Saturday penalty
 $\$22.82 + 75\% = \39.93 .

7 Rest Break

An employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.

An employee may be required to remain at their place of work during their meal break if a replacement employee is not reasonably available.

Provided that where the employee is required to perform work during their meal break the employee shall have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in the aggregate.

In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

8 Reasonable additional hours

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

The employee may refuse to work additional hours if they are unreasonable.

In determining whether additional hours are reasonable the following must be taken into account:

- any risk to employee health and safety from working the additional hours;
- the employee's personal circumstances, including family responsibilities;
- the needs of the workplace or enterprise in which the employee is employed;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- any notice given by the employer of any request or requirement to work the additional hours;
- the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- the nature of the employee's role, and the employee's level of responsibility;
- whether the additional hours are in accordance with an averaging arrangement agreed to by the employer and employee;
- any other relevant matter.

9 Overtime

This clause does not apply to casual employees.

Overtime means work performed by a full time or part time employee at the direction and pre-approval of the employer and will only be paid in the following circumstances:

- (a) in excess of the employee's ordinary hours;
- (b) on days other than ordinary working days specified; or
- (c) in excess of twelve (12) hours per day.

9.1 Overtime payment

Overtime will be paid at the rate of time and a half (150%) for the first two hours, double time (200%) thereafter.

The payment for overtime rates is calculated on the employee's hourly ordinary time rate.

In computing overtime, each day's work stands alone.

Overtime worked on a Sunday will be paid for at the rate of double time (200%).

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

9.2 Overtime and Time in Lieu

By agreement, the employee may take accrued overtime as time in lieu. Time in lieu will be on an hour for hour basis unless otherwise agreed and approved by the employer.

10 Call back

For the purposes of this agreement, an employee will be deemed to be on a call back if the employee is recalled to work overtime after leaving the employer's premises or worksite on the same day and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will not be deemed to be on call back where the employee works such overtime continuous with the employee's ordinary hours.

Any employee who is called back to work will be paid for a minimum of one hours' work at the appropriate overtime rate. An employee working on a call-back will be paid the appropriate overtime rate from the time that such employee departs for work.

11 On call

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 of \$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.

11.1 Remote response

An employee who is in receipt of an on call allowance and available to immediately:

- (i) respond to phone calls or messages;
- (ii) provide advice ('phone fixes');
- (iii) arrange call out/rosters of other employees; and
- (iv) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter.

An employee remotely responding will 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 will be rounded up to the nearest 15 minutes.

12 Working from 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 at the discretion of the employer. In addition, the arrangement may be terminated without notice if the employee fails to comply with the agreed arrangements of home based work.

13 Travel to work – Designated Work Location

Employees will travel to and from their “designated work location” in their own time. The “designated work location” is the employee’s usual daily commencement location as described in their letter of offer or as directed by the employer from time to time.

Wages and Related Matters

14 Classifications

All employees covered by this Agreement will be classified according to the structure set out in Schedule A – Classifications.

15 Wages

- Schedule B Wage Rates – Existing full time/part time employees (employed prior to the Effective Date of the Agreement)
- Schedule C Wage Rates – New full time/part time employees (employed on or after the Effective Date of this Agreement)
- Schedule D Wage Rates – Casual Employees
- Schedule E Wage Scale – Other

16 Junior Rates

Junior employees will be paid the following percentage of the appropriate wage rate set out in the appropriate Schedule of Wage Rates:

Age of Employee	Percentage of wage rate to be paid
Under 17 years	55%
17 years	65%
18 years	75%
19 years	85%
20 years	95%
21 years	100%

17 Allowances

17.1 Tool allowance

Where the employer requires a trade's employee or an apprentice trades employee to supply and maintain tools ordinarily required by the employee in the performance of their duties as a trade's employee, the employee will be paid an additional weekly allowance of \$25.00. This allowance is calculated for part time employees on a pro-rata basis.

This provision will not apply where the employer provides the trade's employee or apprentice with the required tools or while employees are absent from work or on leave.

17.2 Camping allowance

An employee required to camp at the site of any work by direction of the employer or because no reasonable transport facilities are available to enable the employee to proceed to and from home each day will be paid a camping allowance of \$25.35 per night.

At the end of each working week the employee shall be allowed to return to the employee's home and in such cases all the time reasonably required for travelling to and from the employee's home shall be treated as time of duty in addition to the time of actual working.

17.3 Motor vehicle allowance

An employee required to use their own motor vehicle in or in connection with the performance of their duties will be paid an allowance for each kilometre of authorised travel at 0.78 per kilometre.

An employer may require the employee to record the full details of the travel requirements in a log book.

17.4 Adverse working conditions allowance

- (a) Operational and trade employees engaged in Levels 1 to 5 of this Agreement will be paid an additional hourly allowance at the rate specified in clause 17.4 (b) for all time worked by direction under adverse working conditions as defined in clause 17.4(c) provided that in all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- (b) An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:
- (i) Level 1 working conditions— 0.77 cents per hour; or
- (ii) Level 2 working conditions—\$1.10 per hour.
- (c) **Definition of adverse working conditions definition**
- (i) **Level 1 working conditions**

The Level 1 working conditions allowance compensates for all adverse conditions associated with working outdoors and/or for moderately obnoxious, offensive or dirty working conditions, including:

- working in confined or cramped spaces;
- working in wet places;
- working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- working in dusty, muddy or dirty conditions;
- cleaning of public toilets and animal shelters;
- operating mechanical and pneumatic equipment;
- removing or destroying dead animals;
- handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation materials, grease, oil and other dirty building and construction materials;
- collection, removal and/or disposal of non-putrescible waste;
- collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- fighting fires.

(ii) Level 2 working conditions

The Level 2 working conditions allowance compensates for the nature of highly obnoxious, offensive or dirty working conditions, which typically includes:

- clearing of sewer chokes;
 - maintenance, connections to and/or repair of sewerage equipment;
 - cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
 - reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;
 - handling infected materials;
 - collection, removal and/or disposal of putrescible waste other than by mechanical means;
 - working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
 - engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.
- (d) An employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined in clause 17.4 (c).
- (e) Adverse working conditions allowances are not payable during periods of leave.

17.5 Employees at Level 6

Employees engaged at Level 6 prior to the Effective date of this Agreement who receive the adverse working conditions allowance will continue to receive the allowance as outlined in clause 17.4 of this Agreement.

Employees appointed to Level 6 on or after the Effective date of this Agreement will not be entitled to the adverse working conditions allowance as outlined in clause 17.4 of this Agreement.

18 Higher Duties

An employee directed or appointed to relieve in a higher level position where the employee is required to perform the substantive functions of the role for more than one day will be paid at the higher hourly ordinary agreement rate.

Higher duties will not be paid when the relieving employee is absent on leave or on a public holiday.

Where an employee performs higher duties and is in receipt of a higher hourly ordinary time rate of pay for three (3) continuous months or more immediately prior to commencing a period of paid annual leave or paid personal/carer's leave the leave shall be paid at the higher hourly ordinary time rate of pay.

The amount of annual leave or personal/carer's leave that is paid at the higher hourly ordinary time rate of pay shall be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

Where an employee performs additional functions but not the substantive function the employee may receive up to 80% of the relevant classification ordinary rate.

19 Timesheets

It is the employee's responsibility to complete and submit an accurate signed timesheet or any other method of submitting hours of work advised by the employer.

20 Health Incentives

Where funding is available through LGIS or other providers the Employer will provide employees health benefits such as skin checks and flu vaccinations.

20.1 Paltridge Memorial Swimming Pool Pass

Permanent full time and part time Employees may apply for an individual or family season pool membership to the Paltridge Swimming Pool but will be liable for the equivalent dollar value of the FBT component.

Leave and Public Holidays

21 Annual leave

Annual leave is provided in accordance with the National Employment Standards (NES).

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

For each year of service employees are entitled to five (5) weeks of paid annual leave.

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Employees can take annual leave at such a time that is mutually convenient to the employer and the employee. In order to ensure sufficient resourcing it is preferable employees provide 4 weeks' notice of the intention to take leave.

The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

21.1 Annual shut down

The employer may require an employee to take annual leave as part of a Christmas/New Year shut down of its operations.

21.2 Excessive Leave

Excessive leave arrangements are in accordance with Clause 25.6, 25.7 & 25.8 of the Award as varied from time to time.

21.3 Cashing out Annual Leave

Cashing out Annual leave is in accordance with Clause 25.10 of the Award as varied from time to time.

21.4 Casual Employees – Annual Leave

Paid annual leave does not apply to casual employees.

22 Unpaid Leave

Subject to operational requirements and by agreement between the employer and employee, employees may apply to take leave without pay for personal reasons.

23 Personal/Carer's Leave

Personal leave is provided in accordance with the National Employment Standards.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

For each year of service with his or her employer, an employee is entitled to ten (10) days of paid personal/carer's leave.

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

23.1 Notification

Where practically possible prior to the employee's normal start time, the employee must make all reasonable effort to make direct telephone contact with their immediate Leader and advise of their absence. Where possible the employee should advise how long they expect to be absent.

23.2 Personal/Carer's Leave – Medical Evidence

A manager may request an employee to provide medical evidence or a statutory declaration for any period of personal/carer's leave. No more than two (2) consecutive days of personal/carer's leave may be taken without medical evidence or statutory declaration.

23.3 Casual employees – Paid Personal/Carer's Leave

Paid personal/carer's leave does not apply to casual employees.

23.4 Unpaid Personal/Carer's Leave

If the employee exhausts their paid personal/carer's 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.

23.5 Casual Employees – Unpaid Carer's Leave

Casual employees are not entitled to paid Personal/Carer's Leave however are entitled to 2 (two) days of unpaid carer's leave.

24 Compassionate Leave

Compassionate leave is provided for in the NES.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

An employee is entitled to 5 days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life;
or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

24.1 Casual Employees – Compassionate Leave

For casual employees, compassionate leave is unpaid leave.

24.2 Compassionate Leave – Evidence

An employee taking compassionate leave must give the Employer notice as soon as they can and must tell the employer the expected period of leave. The Employer may request evidence about the reason for compassionate leave which may include a death, funeral notice or statutory declaration. If the employee does not provide the evidence they may not get compassionate leave.

25 Parental Leave

Parental Leave is provided for in the NES.

26 Public Holidays

Public Holidays are provided for in the NES.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

A full time or part time employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

However, the employer may request an employee to work on a public holiday if the request is reasonable.

(a) The following are public holidays in Western Australia:

- New Year's Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Western Australian Day
- Queen's Birthday
- Christmas Day
- Boxing Day

(b) any other day, or part-day, declared or prescribed by or under a law of a State to be observed generally within the State, or a region of the State, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

26.1 Public Holiday Payment

All time worked on a public holiday for full time and part time employees shall be paid for at the rate of double time and a half (250%).

See Clause 6.6 of this agreement for payment of public holiday work for casual employees.

26.2 Substituted Public Holidays under State laws

If, under (or in accordance with a procedure under) a law of a State, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

26.3 Payment for absence on Public Holiday

If, a full time or part time employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

27 Long Service Leave

Eligible employees will be entitled to Long Service Leave in accordance with the Local Government (Long Service Leave) Regulations (WA).

27.1 Taking a period of 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. Pro rata long service leave will be paid on the basis of one and three-tenths weeks leave for each year of completed continuous service.

28 Other Leave

28.1 Community Service Leave

Community service leave is provided for in the NES.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

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.

28.2 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.

28.3 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 not financially worse off for attending Defence Force Reserve Training.

Paid military leave does not apply to casual employees.

28.4 Leave to deal with Family and Domestic Violence

The provisions of the Award apply as varied from time to time.

Superannuation and Related Matters

29 Superannuation

29.1 Superannuation for employees employed prior to the Effective Date of this Agreement.

Council will contribute additionally up to a total of 8% of gross salary into Council's nominated fund, which is 'WA Super' or its successor, above the current mandatory 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 – 8% Council contribution
- 4% Employee voluntary contribution – 6% Council contribution
- 3% Employee voluntary contribution – 4% Council contribution
- 2% Employee voluntary contribution – 2% Council contribution
- 1% Employee voluntary contribution – 1% Council contribution

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.

29.2 Superannuation for employees employed on or after the Effective Date of this Agreement.

Council will contribute additionally up to a total of 5% of gross salary into Council's nominated fund, which is 'WA Super' or its successor, above the current mandatory 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 – 5% Council contribution
- 4% Employee voluntary contribution – 4% Council contribution
- 3% Employee voluntary contribution – 3% Council contribution
- 2% Employee voluntary contribution – 2% Council contribution
- 1% Employee voluntary contribution – 1% Council contribution

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.

29.3 Superannuation Fund

Employees have complete freedom of choice for the statutory contributions however the matching Council contributory scheme is paid into 'WA Super' which is Council's nominated provider.

During the life of this Agreement Council may consider offering employees the freedom of choice of superannuation fund to receive the matching Council contributory component. In this case, employees will be able to nominate one complying superannuation fund to receive the additional superannuation.

30 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 utilisation of a salary sacrifice arrangement subject to the arrangement not being in breach of any taxation or other laws, there not being any increased cost to Council through the incurring of FBT, and based on the following:

(a) Superannuation Contributions

An employee can elect to sacrifice their voluntary superannuation contributions.

Termination of Employment and Related Matters

31 Termination of Employment

Notice of Termination is provided for in the NES.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

31.1 Employer to provide notice

The employer must provide an employee with written notice of the day of termination when ending their employment.

The employer must not terminate an employee unless they have either:

- Given the minimum period of notice.
- Paid the employee instead of giving notice. This is paid at the employee's full pay rate as if they had worked the minimum notice period.

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years old who have completed at least two years of service when they receive notice are given an additional week of notice.

The period of notice or payment in lieu of notice in this clause not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) are casual;
- (c) to employees engaged for a specified period of time or for a specific task where their contract ends on its expiry date; or
- (d) have a training arrangement and are employed for a set period or for the length of the training arrangement (other than an apprentice).

31.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of the 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 who is at least 18 years old does not give the period of notice required, then the employer may deduct from wages due to the employee under this Agreement an amount that is not more than one week's wages for the employee.

31.3 Notice period by mutual agreement

The employee may request to reduce the notice period which must be agreed to in writing by the employer.

32 Redundancy

Redundancy pay is provided for in the NES.

The following outlines the key NES terms or are terms which are incidental, ancillary or supplement the NES.

An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Employee's period of continuous service with the employer on termination	Redundancy pay period
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

32.1 Transfer to lower paid duties

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 terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

32.2 Employee leaving during notice period

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.

32.3 Job search entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for 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 Suspend on full pay

The Employer may suspend an employee from duty on full pay while a workplace matter or incident is being investigated, if deemed necessary by the employer.

If a casual employee is suspended from duty the leave will be unpaid.

34 Stand Down

The employer may stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the employer); or
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown; or
- (c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.
- (d) If the Employer stands down an employee during a period under the above, the employer is not required to make payments to the employee for that period.

Flexibility, Consultation and Dispute Resolution

35 Individual Flexibility Arrangements

- (1) An employer and an individual employee may agree to vary the application of the terms of this agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:
 - (i) arrangements about when work is performed; or
 - (ii) overtime rates; or
 - (iii) penalty rates; or
 - (iv) allowances; or
 - (v) annual leave loading.
- (2) An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- (3) An agreement may only be made after the individual employee has commenced employment with the employer.
- (4) An employer who wishes to initiate the making of an agreement must:
 - (a) give the employee a written proposal; and
 - (b) if the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.
- (5) An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- (6) An agreement must do all of the following:
 - (a) state the names of the employer and the employee; and
 - (b) identify the agreement term, or agreement terms, the application of which is to be varied; and
 - (c) set out how the application of the agreement term, or each agreement term, is varied; and
 - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
 - (e) state the date the agreement is to start.
- (7) An agreement must be:
 - (a) in writing; and
 - (b) signed by the employer and employee and, if the employee is under 18 years of age, signed by the employee's parent or guardian.
- (8) Except as provided in clause 35(7)(b), an agreement must not require the approval or consent of a person other than the employer and the employee.

- (9) The employer must keep the agreement as a time and wages record and give a copy to the employee.
- (10) The employer and the employee must genuinely agree, without duress or coercion to any variation of an agreement provided for by an agreement.
- (11) An agreement may be terminated:
 - (a) at any time, by written agreement between the employer and the employee; or
 - (b) by the employer or employee giving 13 weeks' written notice to the other party.

Note: If an employer and the employee agree to an arrangement that purports to be an individual flexibility arrangement under this agreement term and the arrangement does not meet a requirement set out in Section 144 of the *Fair Work Act* then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days.

- (12) An agreement is terminated as mentioned in clause 35(11) ceases to have an effect at the end of the period of notice required under that clause.
- (13) The right to make an agreement under clause 35 is additional to, and does not affect, any other term of this agreement that provides for an agreement between an employer and an individual employee.

36 Dealing with disputes for Enterprise Agreement

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
 this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (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.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) 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
 - (b) 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.

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

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

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) 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
 - (b) 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.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

37 Consultation – Major Change Term

- (1) If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
 - (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and

commence discussions as soon as practicable after a definite decision has been made.
- (2) For the purposes of the discussion under clause 37(1)(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on employees; and
 - (c) any other matters likely to affect employees.
- (3) Clause 37(2) does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.

(4) The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 37(1)(b).

(5) In clause 37:

significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

(6) Where this agreement makes provision for alteration of any of the matters defined at clause 37(5), such alteration is taken not to have significant effect.

37A Consultation about changes to rosters or hours of work

(1) Clause 37A applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

(2) The employer must consult with any employees affected by the proposed change and their representatives (if any).

(3) For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 37A(2) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

(4) The employer must consider any views given under clause 37A(3)(b).

Clause 37A is to be read in conjunction with any other provisions of this agreement concerning the scheduling of work or the giving of notice.

Schedule A – Classifications

This agreement structure consists of skill-based classifications defined according to the following skill descriptors. 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 1

Level 1 covers entry level for operational employees with minimal experience and qualifications.

- A.1.1 Authority and accountability:** Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
- A.1.2 Judgment and problem solving:** Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
- A.1.3 Specialist knowledge and skills:** Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.
- A.1.4 Management skills:** Not required at this level.
- A.1.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.1.6 Qualifications and experience:** An employee in this level will have commenced on-the-job training, which may include an induction course.

Level 2

Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience.

- A.1.7 Authority and accountability:** Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
- A.1.8 Judgment and problem solving:** Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
- A.1.9 Specialist knowledge and skills:** Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.
- A.1.10 Management skills:** Not required at this level.
- A.1.11 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.1.12 Qualifications and experience:** Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

Level 3

Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.

- A.1.13 Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.
- A.1.14 Judgment and problem solving:** Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
- A.1.15 Specialist knowledge and skills:** Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
- A.1.16 Management skills:** Not required at this level.
- A.1.17 Interpersonal skills:** Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.
- A.1.18 Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

Level 4

Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.

- A.1.19 Authority and accountability:** Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.
- A.1.20 Judgment and problem solving:** The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.
- A.1.21 Specialist knowledge and skills:** Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.
- A.1.22 Management skills:** Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.
- A.1.23 Interpersonal skills:** Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.

A.1.24 Qualifications and experience: Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

- a trade certificate or equivalent;
- completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
- knowledge and skills gained through on-the-job training.

Level 5

Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.

A.1.25 Authority and accountability: The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.

A.1.26 Judgment and problem solving: Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

A.1.27 Specialist knowledge and skills: Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

A.1.28 Management skills: May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.

A.1.29 Interpersonal skills: Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.

A.1.30 Qualifications and experience: Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

- post-trade certificate and/or other post-secondary qualification below diploma or degree; or
- extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

Level 6

Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.

- A.1.31 Authority and accountability:** May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A.1.32 Judgment and problem solving:** Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A.1.33 Specialist knowledge and skills:** Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A.1.34 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A.1.35 Interpersonal skills:** Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A.1.36 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
- diploma or advanced diploma; or
 - appropriate in-house training or equivalent.

Level 7

Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry level for graduate professional employees.

- A.1.37 Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.
- A.1.38 Judgment and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.
- A.1.39 Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

- A.1.40 Management skills:** Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.
- A.1.41 Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A.1.42 Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.

- A.1.43 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A.1.44 Judgment and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
- A.1.45 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A.1.46 Management skills:** Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.
- A.1.47 Interpersonal skills:** Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- A.1.48 Qualifications and experience:** Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

- A.1.49 Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.

- A.1.50 Judgment and problem solving:** Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.
- A.1.51 Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- A.1.52 Management skills:** Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.
- A.1.53 Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.
- A.1.54 Qualifications and experience:** Employees will have a relevant degree or equivalent with extensive practical experience.

Level 10

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.

- A.1.55 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.
- A.1.56 Judgment and problem solving:** Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.1.57 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A.1.58 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.1.59 Interpersonal skills:** Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.
- A.1.60 Qualifications and experience:** Employees require a relevant degree or equivalent and management experience.

Level 11

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.

- A.1.61 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
- A.1.62 Judgment and problem solving:** Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.1.63 Specialist knowledge and skills:** Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.
- A.1.64 Management skills:** Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.1.65 Interpersonal skills:** Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.
- A.1.66 Qualifications and experience:** Positions require a relevant degree or equivalent and significant management experience.

Schedule B – Wage Rates – Applies to existing employees employed prior to the Effective Date of this Agreement

Full time existing employees (part time on a pro rata basis)

	Base salary per annum from Effective date of Agreement	Base salary per annum effective 1 July 2020	Base salary per annum effective 1 July 2021	Base salary per annum effective 1 July 2022
Level 1	\$54,890	\$55,933	\$56,995	\$58,078
Level 2	\$57,480	\$58,572	\$59,685	\$60,819
Level 3	\$60,071	\$61,212	\$62,375	\$63,560
Level 4	\$61,107	\$62,268	\$63,451	\$64,656
Level 5	\$62,143	\$63,324	\$64,527	\$65,753
Level 6	\$65,251	\$66,491	\$67,754	\$69,042
Level 7	\$68,360	\$69,659	\$70,982	\$72,331
Level 8	\$75,613	\$77,049	\$78,513	\$80,005
Level 9	\$78,721	\$80,217	\$81,741	\$83,294
Level 10	\$82,866	\$84,440	\$86,045	\$87,679
Level 11	\$85,974	\$87,608	\$89,272	\$90,968

Schedule C – Wage Rates – Applies to new employees employed on or after the Effective Date of this Agreement

New full time employees (part time employees on a pro rata basis)

	Base salary per annum from Effective date of Agreement	Base salary per annum effective 1 July 2020	Base salary per annum effective 1 July 2021	Base salary per annum effective 1 July 2022
Level 1	\$49,804	\$50,750	\$51,715	\$52,697
Level 2	\$52,394	\$53,390	\$54,404	\$55,438
Level 3	\$54,985	\$56,030	\$57,094	\$58,179
Level 4	\$56,021	\$57,085	\$58,170	\$59,275
Level 5	\$57,057	\$58,141	\$59,246	\$60,372
Level 6	\$60,166	\$61,309	\$62,474	\$63,661
Level 7	\$65,817	\$67,067	\$68,342	\$69,640
Level 8	\$75,613	\$77,049	\$78,513	\$80,005
Level 9	\$78,721	\$80,217	\$81,741	\$83,294
Level 10	\$82,866	\$84,440	\$86,045	\$87,679
Level 11	\$85,974	\$87,608	\$89,272	\$90,968

Schedule D – Wage Rates – Casual Employees

The following ordinary hourly wage rates (excludes 25% casual loading) applies to casual employees employed prior to and on and after the Effective Date of the Shire of Exmouth Enterprise Agreement 2017.

	Ordinary hourly rate from Effective Date of Agreement (excludes 25% casual loading)	Ordinary hourly rate effective 1 July 2020 (excludes 25% casual loading)	Ordinary hourly rate effective 1 July 2021 (excludes 25% casual loading)	Ordinary hourly rate effective 1 July 2022 (excludes 25% casual loading)
Level 1	\$20.62	\$21.01	\$21.41	\$21.82
Level 2	\$21.31	\$21.72	\$22.13	\$22.55
Level 3	\$22.30	\$22.73	\$23.16	\$23.60
Level 4	\$22.82	\$23.25	\$23.69	\$24.14
Level 5	\$23.86	\$24.32	\$24.78	\$25.25
Level 6	\$25.82	\$26.31	\$26.81	\$27.32
Level 7	\$26.43	\$26.93	\$27.44	\$27.96
Level 8	\$30.04	\$30.61	\$31.19	\$31.78
Level 9	\$31.59	\$32.19	\$32.80	\$33.42
Level 10	\$33.65	\$34.29	\$34.94	\$35.60
Level 11	\$37.43	\$38.14	\$38.86	\$39.60

Example: 17 year old junior working on a Monday

Level 3 = \$22.30 per hour

Age = 17 years

Junior wage is 65% of Level 3.

$\$22.30 \times 65\% = \14.49

Casual rate (add 25%) is:

$\$14.49 + 25\%$

= \$18.11 per hour

Example: 17 year old junior working on a Saturday

Level 3 = \$22.30 per hour

Age = 17 years

Junior wage is 65% of Level 3.

$\$22.30 \times 65\% = \14.49

Ordinary rate is \$14.49

Calculate ordinary rate + 25% (casual loading) + 50% (Saturday penalty).

Total rate is ordinary rate plus 75%.

$\$14.49 + 25\% + 50\%$

$\$14.49 + 75\%$

= \$25.35 per hour

Schedule E – Wage Scale – Other

This Agreement incorporates the Wage Scales and Schedules from the Local Government Award 2010 as varied from time to time:

Apprentices:	Reference Clause 14 of Local Government Industry Award 2010
Supported Wage System:	Reference Schedule C of Local Government Industry Award 2010
School Based Apprentices:	Reference Schedule D of Local Government Industry Award 2010
National Training Wage:	Reference E of the Miscellaneous Award 2010

The terms of this Agreement apply, except where otherwise provided.

School based apprentices and National Training Wage employees are excluded from the following terms:

- Redundancy
- Notice of Termination of Employment

Signatories

For the Shire of Exmouth:

Print name: Cameron Woods
Position: Chief Executive Officer
Address: 2 Truscott Crescent, Exmouth, WA 6707
Date: 22/03/2019.

Signature: 

For the employees of the Shire of Exmouth:

Bargaining Representative Print Name: Lisa Stevens
Position: Finance Officer
Address: 2 Truscott Crescent, Exmouth, WA 6707
Date: 22/3/19

Signature: 

Bargaining Representative Print Name: ALAN WINTER
Position: MECHANIC

Address: 2 Truscott Crescent, Exmouth, WA 6707

Date: 22/03/2019

Signature: 

IN THE FAIR WORK COMMISSION
FWC Matter No.: AG2019/887
Applicant: Shire of Exmouth

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, [Cameron Woods], [Chief Executive Officer] for [Shire of Exmouth] give the following undertakings with respect to the [Shire of Exmouth Enterprise Agreement 2017] ("the Agreement"):

1. I have the authority given to me by Shire of Exmouth to provide this undertaking in relation to the application before the Fair Work Commission.
2. A shift worker for the purposes of the National Employment Standards (NES) is an employee who works a roster and who, over the cycle, may be rostered to work ordinary shifts on any of the seven days of the week and who is regularly rostered to work on Sundays and public holidays.
3. The provisions of Clause 24.3 of the Local Government Industry Award 2010 will apply in relation to time in lieu.
4. Payment of weekday (Monday to Friday) penalty rates outside the span of hours for casual employees are follows:

Weekday penalty – 20%

*Calculate ordinary rate + 25% (casual loading) + 20% (weekday penalty).
Total rate is ordinary rate plus 45%*

5. Overtime will be paid to casual employees in the following circumstances:
 - (a) in excess of 10 hours per day: or
 - (b) on days other than ordinary days specified.

Overtime will be paid at time and a half for the first two hours and double time thereafter.

6. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature



Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.