



# DECISION

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

**Shire of Augusta Margaret River**  
(AG2019/2895)

## **AUGUSTA MARGARET RIVER SHIRE ENTERPRISE AGREEMENT 2019**

Local government administration

COMMISSIONER JOHNS

SYDNEY, 8 OCTOBER 2019

*Application for approval of the Augusta Margaret River Shire Enterprise Agreement 2019.*

[1] An application has been made for approval of an enterprise agreement known as the *Augusta Margaret River Shire Enterprise Agreement 2019* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Cth) (**the Act**). It has been made by Shire of Augusta Margaret River. 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. The undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, 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.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 October 2019. The nominal expiry date of the Agreement is 30 June 2022.



COMMISSIONER

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**Annexure A****IN THE FAIR WORK COMMISSION***Fair Work Act 2009* (Cth) ("**FW Act**")**Matter number:**

AG2019/2895

**Employer:**Shire of Augusta Margaret River (**Employer**)**Application:**Section 185 – Application for approval of a single enterprise agreement, namely the Shire of Augusta Margaret River Enterprise Agreement 2019 (**Agreement**)**Authorised representative:**


Nigel Anderson

Manager Human and Community Services

**Undertaking-Section 190**

For and on behalf of the Employer I, Nigel Anderson:

1. declare that I have:
  - a. authority to give this undertaking on behalf of the Employer,
  - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
  - a. In the event a 19 or 20 year old who is not a trainee is employed in a role which is covered by this Agreement and classified as equivalent to Award Level 6, the Employer will pay that employee the full salary applicable to that role.
  - b. Adult apprentices will be paid the Level 1 Adult rate contained in Schedule B of this Agreement (\$48,702 per annum from July 2019).

|  |   |
|--|---|
| Date signed:   | 7 October 2019  |
| For and on behalf of the Employer by:<br>[In accordance with s.190(5) of the FW Act] | Nigel Anderson  |
| Signature:   |  |

|                    |                      |
|--------------------|----------------------|
| Witness name:      | Andrew Ross          |
| Witness signature: | <i>A.R.</i><br>..... |



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.

# Enterprise Agreement 2019





# Acknowledgement of country



The Shire of Augusta Margaret River would like to acknowledge that we are on Wadandi and Pibelman country whose ancestors and their descendants are the traditional owners of this country.

The shire is home to one of Australia's most significant archaeological and anthropological sites at Devil's Lair which shows that human occupation of the area began at around 48,000 years ago making it one of the earliest sites in Australia and an important source of information about the timing and character of the first human colonizers of Australia.

We acknowledge that the Wadandi and Pibelman have been custodians since the land was soft (creation times) and continue to perform age old ceremonies of celebration, initiation and renewal. We acknowledge their living culture and their unique role in the life of this region.

The shire is committed to Aboriginal Australians sharing fairly and equitably in the shire's cultural, social, environmental and economic future.

# Contents

|  |          |
|--|----------|
| <b>1. Recitals</b>   | <b>1</b> |
| <b>Our key result areas</b>                                  | <b>2</b> |
| <b>Our values</b>  | <b>3</b> |
| <b>Agreement guiding principles</b>                          | <b>3</b> |
| <b>Our people vision</b>                                     | <b>4</b> |
| <b>2. About our Agreement</b>                                | <b>5</b> |
| 2.1 Title  | 5        |
| 2.2 Is this Agreement legal?                                 | 5        |
| 2.3 How long does this Agreement operate for?                | 5        |
| 2.4 Who does this Agreement apply to?                        | 5        |
| 2.5 Does this Agreement replace the award(s)?                | 5        |
| 2.6 Will employees have access to copies of the Agreement?   | 5        |
| 2.7 No extra claims  | 6        |
| 2.8 About our Agreement                                      | 6        |
| <b>3. Definitions</b>  | <b>7</b> |
| 3.1 Hourly base rate of pay                                  | 7        |
| 3.2 Library employees  | 7        |
| 3.3 Special operations employees                             | 7        |
| 3.4 Recycling, waste, garbage, sanitary and sullage services | 7        |
| 3.5 Community services                                       | 7        |
| 3.6 Outdoor works based employees                            | 7        |
| 3.7 Customer service   | 7        |
| 3.8 Recreation centres                                       | 8        |
| 3.9 Community based emergency service groups                 | 8        |
| 3.10 NES   | 8        |
| 3.11 Shire   | 8        |
| 3.12 Tourism   | 8        |
| 3.13 Immediate family  | 8        |
| 3.14 Definition of a Child                                   | 8        |
| 3.15 Fit for work  | 9        |
| 3.16 Inclement weather                                       | 9        |
| 3.17 Shift worker  | 9        |
| 3.18 Reclassification Process                                | 9        |

|           |  |           |
|-----------|--|-----------|
| 3.19      | Family and domestic violence   | 9         |
| 3.20      | Childcare officer  | 9         |
| 3.21      | Environmental Health Officer   | 9         |
| 3.22      | Continuous service   | 9         |
| <b>4.</b> | <b>Employment arrangements</b>   | <b>10</b> |
| 4.1       | Continuing employment: Full-time   | 10        |
| 4.2       | Continuing employment: Part-time   | 10        |
| 4.3       | Non-continuing employment: Casual  | 10        |
| 4.4       | Non-continuing employment: Temporary   | 12        |
| 4.5       | Cyclic workers   | 12        |
| <b>5.</b> | <b>Individual flexibility arrangements - IFA</b>   | <b>14</b> |
| 5.1       | What individual flexibility arrangements are available under this Agreement?   | 14        |
| <b>6.</b> | <b>Working arrangements</b>  | <b>15</b> |
| 6.1       | What are the ordinary work hours?  | 15        |
| 6.2       | What is the ordinary work days span?   | 15        |
| 6.3       | Library employees  | 15        |
| 6.4       | Special operations employees   | 15        |
| 6.5       | What is the ordinary work hours span?  | 15        |
| 6.6       | What do I receive if the Shire requests me to work my ordinary hours outside the designated span of ordinary work hours relevant to my position? | 15        |
| 6.7       | What do I receive if the Shire requests me to work in the following circumstances?   | 16        |
| 6.8       | Can I vary my work hours within the ordinary work hours span?  | 16        |
| 6.9       | Can my work roster be changed?   | 16        |
| 6.10      | What are the maximum ordinary work hours in a day?   | 17        |
| 6.11      | What is my standard rest break?  | 17        |
| 6.12      | Can I vary my work hours outside the span of ordinary work hours?  | 17        |
| 6.13      | Can the Shire request me to work additional hours?   | 17        |
| 6.14      | Can I refuse a request from the Shire to work additional hours?  | 17        |
| 6.15      | What overtime rates do I receive for additional hours worked?  | 18        |
| 6.16      | Can I choose to accrue time in lieu of an overtime payment?  | 18        |
| 6.17      | What meal allowances apply for any unscheduled overtime?   | 19        |
| 6.18      | What rest breaks apply for additional hours being worked?  | 19        |
| 6.19      | What am I entitled to if I am required to be on-call?  | 19        |
| 6.20      | What am I entitled to if I am to work away from my normal starting point?  | 21        |
| 6.21      | Am I able to work from home?   | 22        |
| 6.22      | What are my timekeeping responsibilities?  | 22        |
| 6.23      | Occupational Safety and Health   | 22        |
| <b>7.</b> | <b>Remuneration</b>  | <b>24</b> |
| 7.1       | What are the annualised salary arrangements under the Agreement?   | 24        |



|            |  |           |
|------------|--|-----------|
| 7.2        | What is my salary?   | 25        |
| 7.3        | Can I enter into salary sacrifice arrangements with the Shire?       | 25        |
| 7.4        | What salary increases are provided within this agreement?            | 25        |
| 7.5        | Annual Performance Review  | 26        |
| 7.6        | When is my salary paid?  | 26        |
| 7.7        | What allowances am I entitled to under the Agreement?                | 27        |
| 7.8        | Do I get reimbursed for work related expenses?                       | 27        |
| 7.9        | Superannuation   | 28        |
| 7.10       | Higher duties  | 28        |
| 7.11       | Personal leave reward scheme   | 28        |
| 7.12       | Does the Shire have journey insurance for its workforce?             | 29        |
| 7.13       | Does the Shire offer recreation centre access to its workforce?      | 29        |
| 7.14       | Does the Shire offer an Employee Assistance program?                 | 29        |
| <b>8.</b>  | <b>Leave and public holidays</b>                                     | <b>30</b> |
| 8.1        | Annual leave   | 30        |
| 8.2        | Personal leave   | 31        |
| 8.3        | Compassionate leave  | 32        |
| 8.4        | Parental leave   | 32        |
| 8.5        | Public holidays  | 35        |
| 8.6        | Long service leave   | 36        |
| 8.7        | Community service leave  | 37        |
| 8.8        | Family and domestic violence leave                                   | 38        |
| 8.9        | Supplementary leave benefit  | 38        |
| 8.10       | Leave for Union Delegate Training                                    | 39        |
| <b>9.</b>  | <b>Consultation and Workplace Delegates</b>                          | <b>41</b> |
| 9.1        | What is the Shire's consultation procedure?                          | 41        |
| 9.2        | Appointment of Workplace Delegates                                   | 43        |
| 9.3        | What rights do Workplace Delegates have?                             | 43        |
| 9.4        | What obligations do Workplace Delegates have?                        | 43        |
| <b>10.</b> | <b>Termination and suspension of employment</b>                      | <b>44</b> |
| 10.1       | What notice is required if my employment is to cease?                | 44        |
| 10.2       | Can the notice period be waived by either party?                     | 44        |
| 10.3       | What type of conduct could result in summary dismissal?              | 44        |
| 10.4       | What happens if my position becomes redundant?                       | 45        |
| 10.5       | What happens if I am transferred to another job at a lower pay rate? | 45        |
| 10.6       | Who is exempted from this clause?                                    | 46        |
| 10.7       | Can I be suspended from duty?  | 46        |
| <b>11.</b> | <b>Dispute resolution</b>  | <b>47</b> |
| 11.1       | Dispute Resolution   | 47        |

|  |           |
|--|-----------|
| 11.2 Can I request support during the dispute resolution process?                            | 47        |
| 11.3 How do I go about resolving disputes within the workplace in respect to this Agreement? | 47        |
| 11.4 What happens if the dispute cannot be resolved at the workplace level?                  | 47        |
| <b>Signatories</b>   | <b>48</b> |
| <b>Schedule A – Augusta Margaret River Shire level classification matrix</b>                 | <b>49</b> |
| <b>Schedule B – Augusta Margaret River Shire salary matrix</b>                               | <b>63</b> |
| <b>Schedule C – Apprenticeship salary rates</b>  | <b>64</b> |

## 1. Recitals

This document links to the Community Strategic Plan and guides us towards achieving our common vision, key result areas and values.

# Natural Connected Prosperous



### Our Vision

Adapt to changing climate, environment and social dynamics and celebrate a sense of place for our local Indigenous culture and our multicultural and creative community.

## Our key result areas



### **Key result area 1**

Valuing, protecting and enhancing the natural environment



### **Key result area 2**

Welcoming, inclusive and healthy communities



### **Key result area 3**

Ensuring sustainable development



### **Key result area 4**

Vibrant and diverse economy



### **Key result area 5**

Effective leadership and governance

## Our values

Our four core values guide our behaviour and decision making as people and as an organisation and how we strive to lead and serve our community.

These are:

- Honesty
- Commitment
- Respect
- Courage.

Our approach

- Workplace safety
- Innovation

## Agreement guiding principles

This Agreement has been developed in accordance with the following guiding principles:

- Creating a sustainable and productive workforce
- Maintaining competitive remuneration within a framework that the organisation can afford
- Promoting equitable employment terms and conditions across the organisation
- Developing greater flexibility within the workforce.





## Our people vision

These are the hopes and aspirations for our people and their contributions to the sustainable delivery of the Shire's Community Strategic Plan. The Shire's People Vision describes the behaviours that will be observed through our people 'walking' the Shire's values.

### **Our people will be recognised for their:**

- Respect and honesty towards one and other
- Courage in dealing with difficult situations
- Team commitment and leadership within the Local Government Industry
- Innovative thinking outside of the box
- Safe work ethics.

### **Our workplace will be one that:**

- Fosters respectful and honest relationships that support workplace diversity
- Encourages safe and innovative approaches to work
- Rewards and recognises committed and courageous people
- Is committed towards supporting professional and personal development and growth
- Respects the need for a balanced work/life style.

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



## **2. About our Agreement**

### **2.1 Title**

This Agreement will be known as the Augusta Margaret River Shire Enterprise Agreement 2019 (Agreement).

### **2.2 Is this Agreement legal?**

Yes, once lodged the Agreement is a legal document and as such is binding on all parties to the Agreement and is registered with the Fair Work Commission.

### **2.3 How long does this Agreement operate for?**

**2.3.1** This Agreement shall commence operation from the first full pay period which occurs after approval from the Fair Work Commission.

**2.3.2** This Agreement will remain in force until the nominal expiry date of 30/06/2022.

**2.3.3** The terms and conditions of this Agreement will continue to operate until such time as a new Agreement is entered into after the nominal expiry date of this Agreement.

All parties commit to commence bargaining on a new Agreement six months prior to the Agreement's nominal expiry date.

**2.3.4** All parties commit to commence bargaining on a new Agreement six months prior to the Agreement's nominal expiry date

**2.3.5** In the event that this Agreement is not re-negotiated or replaced or otherwise terminated in accordance with the *Fair Work Act 2009* (Commonwealth), this Agreement will remain in its entirety with all increases as per clause 7.4.1a) to be applied for any period not covered by this Agreement, being paid until new arrangements are reached.

### **2.4 Who does this Agreement apply to?**

The Shire of Augusta Margaret River (the Shire); and employees employed by the Shire in any of the classifications set out in Schedule A of this Agreement, with the exception of the Executive Leadership Team, Managers within the Senior Leadership Team, Project Manager, and Community and Emergency Services Manager.

The parties to this Agreement are the Shire and all award staff under the Local Government Industry Award 2010, except as described in clause 2.4.

### **2.5 Does this Agreement replace the award(s)?**

Yes, the Agreement replaces the above named Award except where expressed within the Agreement.

### **2.6 Will employees have access to copies of the Agreement?**

Employees will be provided with access to the Agreement, at the time of their engagement by the Shire. Employees may also request a copy of the Agreement at any time during their employment with the Shire.

## **2.7 No extra claims**

The parties agree that the entitlements in this Agreement are a comprehensive statement of the terms and conditions and mutual rights and obligations of the parties to the Agreement. The parties agree to not pursue any extra claims for the life of the Agreement.

## **2.8 About our Agreement**

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.



## **3. Definitions**

### **3.1 Hourly base rate of pay**

The hourly base rate of pay of an employee is the rate of pay payable to the employee for their ordinary hours of work, but not including any of the following:

- Incentive-based payments and bonuses
- Loadings
- Monetary allowances
- Overtime or penalty rates
- Any other separately identifiable amounts.

### **3.2 Library employees**

Means those employees who are employed within any of the Shire libraries.

### **3.3 Special operations employees**

Means those employees who are employed within the following:

- Aerodromes/airports
- Caretakers /hall keepers /caravan park /camping ground employees
- Catering/hospitality
- Cleaners
- Community/cultural services
- Recycling, waste, garbage, sanitary and sullage services
- Rangers /local law enforcement and community safety services
- Recreation centres /beach lifeguard / golf courses
- Tourism services.

### **3.4 Recycling, waste, garbage, sanitary and sullage services**

Means those employees who are employed in the following work functions: recycling, street sweeping, waste collection, waste disposal including tips, landfills, waste transfer stations, including mechanical services in connection with these work functions.

### **3.5 Community services**

Means those employees whose role is to encourage, promote or conduct community pursuits or community development programmes for the maintenance or improvement of general social and living standards with regard to family support, services related to income, welfare, employment, education, health, housing, youth, aged, domiciliary, arts and/or culture (including arts programmes, exhibitions, museums, art galleries, events, entertainment and theatres).

### **3.6 Outdoor works based employees**

Means those employees who are employed in the following work functions: construction, maintenance, parks and gardens and workshop.

### **3.7 Customer service**

Means those employees who are employed to deliver dedicated over the counter services.

### **3.8 Recreation centres**

Means a recreation centre, leisure centre, swimming pool, aquatic centre or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

### **3.9 Community based emergency service groups**

May include the following:

- St John's Volunteer Ambulance Service
- Volunteer Bush Fire Brigade Service
- Volunteer Fire and Rescue Service
- State Emergency Service
- Volunteer Marine Rescue
- Red Cross Blood Bank.

### **3.10 NES**

Is the National Employment Standards.

### **3.11 Shire**

Means the Shire of Augusta Margaret River, a local government authority as defined by the by the *Local Government Act 1995*.

### **3.12 Tourism**

Shall mean those employees who are employed in the following services: visitor and regional information centres; sporting, exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.

### **3.13 Immediate family**

Means:

- A spouse, de factor partner (same or different gender), child, parent, grandparent, grandchild or sibling of the employee
- A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

### **3.14 Definition of a Child**

A child of a person includes:

- Someone who is a child of the person within the meaning of the Family Law Act 1975
- An adopted child or step child of the person.

It does not matter if the child is an adult.

If, in accordance with the above definition, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person.



### **3.15 Fit for work**

Means the employee is in a state (physical, mental and emotional) which enables the employee to perform assigned tasks competently and safely to the established standards set by the Shire, and in a manner which does not compromise or threaten the safety or health of themselves or others.

### **3.16 Inclement weather**

Means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

### **3.17 Shift worker**

A Shift worker is an employee who:

'If an Employee:

- (a) Works a roster and, over the roster cycle, may be rostered to work ordinary shifts on any of the seven days of the week; and
- (b) Is regularly rostered to work on Sundays and public holidays,

the Employee will be a 'shift worker' for the purposes of the NES and will be entitled to an additional week of annual leave each year.'

All other terms and conditions regarding hours of work, penalty rates, allowances and overtime rates will apply as set out in this Agreement.

### **3.18 Reclassification Process**

Position descriptions will be classified in accordance with Schedule A. Staff will be consulted in accordance with clause 9.1 where there has been a definite decision to review an existing position description. New or reviewed position descriptions will be job sized and considered against the classification matrix within Schedule A for the purposes of ascertaining the proposed level classification for that position.

### **3.19 Family and domestic violence**

Domestic violence is defined as any violence between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse.

### **3.20 Childcare officer**

Means those employees who are employed to deliver childcare or crèche services.

### **3.21 Environmental Health Officer**

Means those employees approved by the Executive Director Public Health for appointment as an Environmental Health Officer for the Shire of Augusta Margaret River under Section 31 *Health Act 1911*.

### **3.22 Continuous service**

Continuous service will be applied in accordance with the *Fair Work Act 2009*.

## 4. Employment arrangements

The employees may be employed in any of the following categories:

### 4.1 Continuing employment: Full-time

A full-time employee shall be employed to work an average of 38 ordinary hours per week in accordance with clause 6.1.

### 4.2 Continuing employment: Part-time

A part-time employee shall mean an employee who works regularly for an average of less than 38 ordinary hours in any week. A part-time employee may agree to work up to an average of 38 ordinary hours per week at the hourly ordinary time rate.

Part time employees will receive, on a pro rata basis, equivalent pay and conditions to those of full-time employees.

By agreement the Shire and employee may vary the employee's agreed work roster. In the event that the Shire seeks to vary the agreed work roster without the consent of the employee; the Shire will act in accordance with clause 6.9.

### 4.3 Non-continuing employment: Casual

A casual employee is engaged to work on an hourly basis and may work an average of up to 38 ordinary hours per week.

Casual employees will be paid the ordinary hourly rate of pay for the classification of work performed. In addition, casual employees will be paid a 25% loading for all work performed, calculated based on the ordinary hourly rate of pay for that classification, as compensation in lieu of paid annual leave, personal leave or public holidays.

Penalties, including weekends, public holidays and overtime, for casual employees will be calculated on the ordinary hourly rate (exclusive of the casual loading) for the classification in which they are employed. Eligible casual employees may be entitled to:

- Unpaid carer's, compassionate, emergency services volunteer and parental leave;
- An unpaid supplementary leave benefit; and
- Paid long service leave.

#### For Example:

|                             |                       |
|-----------------------------|-----------------------|
| Ordinary rate               | = \$20/hour           |
| Weekly casual rate (25%)    | = \$25/hour (20+5)    |
| Saturday penalty rate (50%) | = \$30/hour (20+10)   |
| Saturday casual rate        | = \$35/hour (20+10+5) |

The services of a casual employee may be terminated by one hour's notice given by either the Shire or the employee, or by payment of one hour's wages in lieu of notice.

#### 4.3.1 Right to request casual conversion

- (a) A person engaged by the Shire as a regular casual employee may request that their employment be converted to full-time or part-time employment.
- (b) A regular casual employee is a casual employee who has in the preceding period of twelve (12) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this award.
- (c) A regular casual employee who has worked equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to full-time employment.
- (d) A regular casual employee who has worked less than equivalent full-time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- (e) Any request under this subclause must be in writing and provided to the Shire.
- (f) Where a regular casual employee seeks to convert to full-time or part-time employment, the Shire may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
- (g) Reasonable grounds for refusal include that:
  - (i) It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement –that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
  - (ii) It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next twelve (12) months;
  - (iii) It is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next twelve (12) months;
  - (iv) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the employee is available to work; or
  - (v) Acceptance of the request by the Shire would contravene a merit selection employment requirement contained in State or Territory legislation applicable to local governments.
- (h) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (i) Where the Shire refuses a regular casual employee's request to convert, the Shire must provide the casual employee with the Shire's reasons for refusal in writing within twenty-one (21) days of the request being made. If the employee does not accept the Shire's refusal, this will constitute a dispute that will be dealt with under the dispute resolution process in clause 11. Under that process, the employee or the Shire may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- (j) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Shire and employee must discuss and record in writing:
  - (i) the form of employment to which the employee will convert –that is, full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the Shire and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day.
- (k) The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- (l) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the Shire.
- (m) A casual employee must not be engaged and re-engaged (which included a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- (n) Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits the Shire to require a regular casual employee to so convert.
- (o) Nothing in this clause requires the Shire to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- (p) The Shire must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause 4.2.3 within the first twelve (12) months of the employee's first engagement to perform work. In respect of casual employees already employed as of the date this Agreement is registered by the Fair Work Commission, the Shire must provide such employees with a copy of the provisions of this subclause within 3 months.
- (q) A casual employee's right to request to convert is not affected if the Shire fails to comply with the notice requirements in paragraph (p)

#### **4.3.2 Minimum engagement for Casual Employees**

A casual employee must be engaged and paid for at least two (2) consecutive hours of work on each occasion they are required to attend work.

#### **4.4 Non-continuing employment: Temporary**

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

A temporary employee shall be advised of his/her period of employment, hours of work, salary and classification in writing prior to the commencement of employment.

#### **4.5 Cyclic workers**

The Shire employs several types of cyclic workers from time to time, in accordance with seasonal and school term date fluctuations. The term 'cyclic workers' includes:

- (a) Outdoor workers – employed to work at the beach as lifeguards;

- (b) Construction Season workers – employed to work on the Shire’s construction program;
- (c) Caravan Park workers – employed to work in the Shire’s caravan parks; and
- (d) Childcare workers – employed to deliver childcare and crèche services.

The hours of work, rates of pay and other terms and conditions for Seasonal workers may vary depending on the season and the terms of their individual engagement as agreed pursuant to clause 7.1 or as otherwise set out in this Agreement.

If a Seasonal worker continues to work for the Shire for consecutive seasons, the Shire will aggregate each period of service for the purpose of calculating service-related entitlements.





## **5. Individual flexibility arrangements - IFA**

### **5.1 What individual flexibility arrangements are available under this Agreement?**

#### **5.1.1 The Shire 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 Shire 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 Shire and employee.

#### **5.1.2 The Shire 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.

#### **5.1.3 The Shire must ensure that the individual flexibility arrangement:**

- (a) Is in writing; and
- (b) Includes the name of the Shire and employee; and
- (c) Is signed by the Shire 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 their employment as a result of the arrangement; and
- (e) States the day on which the arrangement commences.

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

#### **5.1.5 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 Shire and employee agree in writing – at any time.

## 6. Working arrangements

### 6.1 What are the ordinary work hours?

The ordinary hours of work for full-time employees will be 1976 hours per annum (inclusive of all categories of leave), resulting in an average of 38 hours per week for all employees. The ordinary hours of work can be worked on one of the following bases:

- (a) 38 hours over 7 consecutive days;
- (b) 76 hours over 14 consecutive days;
- (c) 114 hours over 21 consecutive days;
- (d) 152 hours over 28 consecutive days; or
- (e) Average of 38 hours per week, averaged over a 12-month period; or
- (f) Such further flexible work cycles as agreed between the shire and employees which produces an average of 38 hours per week.

Those employed on a part-time or cyclic basis will be employed pro-rata based on the average ordinary hours set out above.

### 6.2 What is the ordinary work days span?

Except as otherwise provided, the ordinary working days for all employees may be worked on any or all days of the week, Monday to Friday (inclusive).

### 6.3 Library employees

The ordinary working days for Library employees may be worked on any or all days of the week, Monday to Saturday (inclusive).

### 6.4 Special operations employees

The ordinary working days for Special operations employees may be worked on any or all days of the week, Monday to Sunday (inclusive).

### 6.5 What is the ordinary work hours span?

The ordinary hours of work for all employees may be worked between 6.00am and 6.00pm, except for employees engaged in the following functions:

**Library employees** – the spread of hours may be worked between 7.00am to 8.30pm.

**Special Operations employees** – the spread of hours may be worked between 5.00am to 10.00pm.

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

- (a) All employees with exception to Library employees will receive an additional 20% loading for all ordinary hours worked outside of their designated ordinary work hours span in accordance with clause 6.5.
- (b) Library employees will receive an additional 10% loading on all ordinary hours for those employees who are required to perform ordinary work hours between the hours of 6.00pm and 7.00am.

## **6.7 What do I receive if the Shire requests me to work in the following circumstances?**

### **6.7.1 On the weekend**

All employees will receive an additional rate of:

- (a) 50% for all ordinary hours worked on a Saturday; and
- (b) 75% for all ordinary hours worked on a Sunday.

In the instance that a public holiday falls on a weekend, the public holiday penalty rate will be applied (refer clause 8.6).

### **6.7.2 What do I receive if the Shire requests me to work on a public holiday?**

Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual hours worked.

Where an employee is required to work on the observed public holiday they will be paid at the rate of double time and a half for the actual hours worked. An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both.

The Shire and employee may agree to substitute a public holiday as provided by the NES with an alternative day.

When a public holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The Shire may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the Shire and the employee.

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

The Shire and employee(s) may agree to an alternative arrangement of how ordinary working hours may be worked, within the ordinary work hours span.

The ordinary hours of work for all employees may be agreed between the Shire and the individual employee, in accordance with clause 5.

Where agreement affects more than one employee, the majority of employees affected must agree to the change, in writing.

## **6.9 Can my work roster be changed?**

Work rosters may be altered by mutual consent at any time, and may be altered by the Shire upon providing fourteen days' notice. The Manager will notify the workforce by providing written notice to those affected employees. Where the Shire proposes to introduce a change to the regular roster or ordinary hours of work of employees, this will be done in accordance with clause 9, whereby the Shire will:

- Provide information to employees about a proposed roster change to rosters;
- Invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
- Consider any views given by the employees about the impact of the change; and
- Allow for the representation of employees for the purposes of that consultation.

### **6.10 What are the maximum ordinary work hours in a day?**

The ordinary hours of work shall not exceed ten hours on any day (excluding unpaid meal breaks). By written agreement between the Shire and the employees, the maximum ordinary hours in a day may be increased to 12 ordinary hours.

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

A paid morning rest break of ten minutes may be taken after a minimum of two and a half hours from the commencement of work.

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

Where an employee is required for duty during the employee's scheduled 30 minute rest break and the rest break is postponed, the employee will take their rest break at a time that is mutually convenient to the employee and their Manager.

### **6.12 Can I vary my work hours outside the span of ordinary work hours?**

Notwithstanding the above provisions, the employee may, by prior arrangement with the Shire, waive the penalty rates to enable the employee to work outside of the ordinary work hours span to suit their personal circumstances, in accordance with clause 5.

### **6.13 Can the Shire request me to work additional hours?**

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

### **6.14 Can I refuse a request from the Shire 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:

- (a) Any risk to employee health and safety from working additional hours;
- (b) The employee's personal circumstances, including family responsibilities;
- (c) The needs of the workplace in which the employee is employed;
- (d) The level of compensation included in the employee's salary as set out above;
- (e) Any notice given by the shire of any request or requirement to work additional hours, and by the employee of their intention to refuse it;
- (f) The usual patterns of work in the industry;
- (g) The nature of the employee's role and their level of seniority and responsibility;
- (h) Whether the additional hours are in accordance with any averaging terms that apply to the employee; and
- (i) Any other relevant matter.

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

Overtime means all work performed in excess of, or outside, the ordinary hours of duty, as determined in clause 6.1.

Employees that are authorised in writing or by verbal instruction to work outside their standard ordinary hours of work will be entitled to the following overtime rates:

- Overtime will be paid at the rate of time and a half for the first two hours of overtime on any day and double time thereafter.
- Overtime worked from 12 noon on a Saturday and all day on a Sunday will be paid at the rate of double time.
- In calculating overtime, each day's work stands alone.

Refer to clause 4.3 Non-continuing employment, for casual overtime calculation method.

### **6.15.1 Call-back**

An employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the Shire's premises, and without receiving prior notice of the requirement to work overtime before ceasing work. 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 called back to work un-rostered overtime after leaving work will be paid a minimum of three hours at the appropriate overtime rate for each time recalled. Actual time worked will be deemed to apply from the time the employee leaves home.

The provisions of this clause may be altered by written agreement between the Shire and individual employees in accordance with clause 5.

### **6.15.2 Overtime exemption**

The provisions of this clause do not apply to any employee who is in receipt of a salary provided for at and in excess of Level 7 step 1 in Schedule B of this Agreement to the extent that these employees will receive their additional hours worked as time in lieu at the ordinary time rate, that is an hour off for each hour of additional hours worked.

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

By agreement between the Shire and the individual employee, time off during ordinary hours may be granted instead of payment of overtime due under this clause.

Except as otherwise provided, overtime taken as time in lieu during ordinary time hours, must be taken:

- (a) At the ordinary time rate, that is an hour off for each hour of overtime worked; and
- (b) At a time mutually convenient for all parties.

Outdoor works based employees who may be required to take leave due to inclement weather conditions will be able to accrue time in lieu at the relevant overtime rate. Where time in lieu accrued has exceeded one week, the Shire may pay the employee the appropriate overtime rate, unless otherwise agreed with the employee, either in writing, or in accordance with clause 5.



### **6.17 What meal allowances apply for any unscheduled overtime?**

The Shire will provide employees with a meal or a meal allowance of \$ 15.31, for any unscheduled overtime that is worked:

- (a) More than two hours in duration; and
- (b) For every subsequent four hours thereafter.

This allowance will be reviewed against the annual base salary percentage increase clause 7.4.1 and will be reviewed annually at the first full pay period in July.

### **6.18 What rest breaks apply for additional hours being worked?**

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

An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours of work on one day and the commencement of their ordinary hours on the next day, that the employee has not had at least ten consecutive hours off duty between those times, must, subject to the other provisions of this clause, be released until the employee has had ten consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

If such employee is instructed to resume or to continue work, without having had ten consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty. The employee is then entitled to be absent, until the employee has had ten consecutive hours off duty, without loss of pay for ordinary working hours occurring during the absence.

### **6.19 What am I entitled to if I am required to be on-call?**

An employee directed by the Shire to be available for duty outside of the employee's ordinary working hours shall be on-call. On-call may be through either:

- (a) Chance availability; or
- (b) Planned availability.

#### **6.19.1 Chance availability**

To provide the Shire with efficient services to manage emergency or safety needs during periods not covered by ordinary working hours, the Shire shall maintain an accurate list of contact persons who are available for chance call-outs to attend to such emergencies, including alternative contact persons should the initial contact be unavailable.

Employees listed as contact persons are not obliged to make themselves available at the time of contact.

If an employee attends an out of hours chance availability call-out, they will be paid the on-call allowance for that day, in addition to the call-back overtime rate set out in clause 6.15.1.

#### **6.19.2 Planned availability**

Some business units may have specific business needs requiring planned availability arrangements outside ordinary working hours. These needs will be assessed on a case by case basis upon presentation of a business case for consideration and approval by the Manager.

Planned availability rosters will be created in consultation with affected employees who agree to be available. The planned availability roster will be issued to relevant employees

and may be varied by mutual agreement between employees in the business unit and the Shire.

An employee who is rostered pursuant to a planned availability roster, must hold themselves fit for work for any period where they are rostered on-call. Employees will receive the on-call allowance for the period they are rostered to be available, in accordance with the planned availability roster.

#### **6.19.3 On-call allowance**

An on-call allowance will be paid to an employee who is rostered to be on-call outside of their ordinary work shift. An employee may be rostered to be on-call from the end of their ordinary hours working shift until the commencement of their next ordinary hours working shift. This period will be deemed to be one on-call shift worked and the employee will be entitled to one on-call allowance payable at the highest rate applicable. For example, if an employee is rostered to be on-call from 6.00pm to 6.00am the next morning, this will constitute one on-call shift and the employee will be entitled to one on-call allowance payment for that period.

On call rates will be calculated and paid based on Level 5 Step 1 of the current Agreement Salary Matrix Schedule B, as follows:

- (a) 1 hour per on-call shift, Monday to Friday inclusive;
- (b) 1.5 hours per on-call shift on a Saturday; or
- (c) 2 hours per on-call shift on:
  - (i) Sunday or a public holiday
  - (ii) The Thursday before Good Friday
  - (iii) Christmas Eve
  - (iv) New Year's Eve
  - (v) Any Saturday that is part of a Christmas or New Year's weekend.

This allowance will be reviewed against the annual base salary percentage increase clause 7.4.1 and will be reviewed annually at the first full pay period in July.

#### **6.19.4 Remote response**

An employee who is available to immediately:

- Respond to phone calls or messages;
- Provide advice (phone fixes);
- Arrange call-out/rosters of other employees; and
- Remotely monitor and/or address issues by remote telephone and/or computer access.

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

#### **6.19.5 Call-out timekeeping**

Employees who attend a call-out, or remotely respond, shall be required to maintain and provide to the Shire a time sheet of the length of time taken dealing with each matter for each day commencing from the first call-out or remote response. The total overtime paid to

the employee for all time spent on a call-out (including travel time in the case of call-outs), in any day commencing from the first response shall be rounded up to the nearest 15 minutes.

#### **6.19.6 Annualised on-call provisions**

An employee who is required to undertake on-call planned availability, may choose to receive paid leave (exclusive of leave loading) in lieu of on-call payment provisions in accordance with clause 5.

### **6.20 What am I entitled to if I am to work away from my normal starting point?**

#### **6.20.1 Normal starting point**

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

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

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

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

Employees required to be attached to more than one starting point includes those employees undertaking functions as follows:

- Outdoor works based;
- Recreation centres;
- Libraries;
- Customer services;
- Caravan parks; and
- Waste services.

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

## 6.20.2 Excess travelling and fares

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

**Excess travelling** – travelling time at the employee's ordinary rate for all time reasonably spent by the employee reaching and/or returning from the job which is in excess of the time normally spent by the employee in travelling between the employee's usual residence and the employee's normal starting point; and

**Excess fares** – any fares reasonably incurred by the employee, which are in excess of the fares normally incurred in travelling between the employee's residence and the employee's normal starting point.

## 6.21 Am I able to work from home?

An employee may be given approval by their direct supervisor to work from home on a regular or short term basis. Any arrangement is at the discretion of the Shire and is subject to operational requirements of the workplace.

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 home based work arrangement may be terminated by the Shire upon providing fourteen days' notice for operational reasons or may be terminated without notice if the employee breaches the above home base work requirements.

## 6.22 What are my timekeeping responsibilities?

Employees covered by this Agreement are required to complete, sign and submit timesheets correctly, accurately and in a timely manner for payment of wages.

## 6.23 Occupational Safety and Health

The Shire views Occupational Safety and Health (OSH), and the protection of the environment, as core elements of the employment relationship. It seeks to create a work environment in which every employee has confidence that work is carried out in a safe manner and without harm to the environment.

To achieve these goals the Shire has established a safe system of work that seeks to continually improve safety in the Shire's workplaces as well as environmental protection.

### 6.23.1 Fitness for work

Employees are to report for duty fit for work. 'Fit for work' means the employee is in a state (physical, mental and emotional) which enables the employee to perform assigned tasks competently and safely to the established standards set by the Shire, and in a manner which does not compromise or threaten the safety or health of themselves or others.

If:

- The Shire has reasonable cause to question an employee's fitness for work;
- An employee requires an extended period of personal leave (whether in one continuous period or numerous periods of leave close together);

- An employee seeks to return to work following an extended period of absence on personal leave; or
- An employee has been affected by a personal illness or injury that may impact on their ability to safely perform their duties,

The employee may reasonably be required to visit a Shire nominated occupational physician, or other medical provider, at the Shire's expense, to obtain a medical certificate advising of their fitness for work.



## 7. Remuneration

### 7.1 What are the annualised salary arrangements under the Agreement?

- (a) Notwithstanding any other provision of this Agreement, the Shire and an employee may agree that the Shire may pay the employee an annual salary in satisfaction of any or all of the following provisions of the agreement:
  - (i) Minimum salaries – Schedule B;
  - (ii) Allowances – clause 6.17 and 7.8;
  - (iii) Higher duties – clause 7.10;
  - (iv) Penalty rates – clause 6.6, 6.7 and 6.7.1;
  - (v) Overtime – clause 6.15; and
  - (vi) Annual leave loading – clause 8.1.7
- (b) Annual salary not to disadvantage employees
  - (i) The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
  - (ii) The annual salary of the employee must be reviewed by the Shire at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.
- (c) For the purposes of the NES, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in Schedule B and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
- (d) An annual salary agreement must:
  - (i) Be in writing and signed by both parties;
  - (ii) State the date on which the arrangement commences;
  - (iii) Be provided to the employee;
  - (iv) Contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all agreement obligations had been met, taking account of the value of the provision of matters not comprehended by the agreement such as private use of the Shire provided motor vehicle;
  - (v) Be subject to an annual review;
  - (vi) Contain details of any salary package arrangements, including the annual salary that is payable;
  - (vii) Contain details of any other non-salary benefits provided to the employee such as but not limited to the Shire provided motor vehicle, accommodation, living away from home benefits, permanent relocation benefits;
  - (viii) Contain details of any performance pay arrangements and performance measurement indicators;



- (ix) Contain the salary for the purposes of accident make up pay; and
- (x) Contain the agreement level classification for the role.
- (e) An annual salary agreement may be terminated:
  - (i) By the Shire or the employee giving thirteen weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (ii) At any time, by written agreement between the Shire and the employee.
- (f) On termination of an annual salary agreement, the employee will revert to the agreement entitlements unless a new annual salary agreement is reached.

Employees should consider their own individual circumstances before entering in to an annualised salary arrangement.

## **7.2 What is my salary?**

All employees covered by this Agreement shall be classified according to the Level structure set out in Schedule A.

The Shire must advise their employees in writing of their level on commencement of employment and of any subsequent changes to their level. The level must be determined by the Shire according to the classification level or levels required to be exercised by the employee in order to carry out the principal functions of their employment.

Employee salary and wages will be based upon the annual minimums outlined in Schedule B.

## **7.3 Can I enter into salary sacrifice arrangements with the Shire?**

Employees may be eligible to participate in salary sacrifice arrangements in accordance with applicable Shire policies and subject to any requirements of the Australian Taxation Office and legislation.

Any re-allocation of base salary under this clause will only take effect from the commencement of the pay period after the time such approval is given.

The value of any salary sacrificed components of an employee's salary package will be calculated by reference to the full cost of those components to the Shire, inclusive of any tax, penalties or other costs payable or which may become payable (where such taxes, costs and charges are the employee's responsibility and are not deductible to the Shire).

## **7.4 What salary increases are provided within this agreement?**

### **7.4.1 Base Salary**

All employees will receive annual base salary increases as follows:

- (a) 2.0% with effect from the beginning of the first pay period commencing on or after 3 July 2019.
- (b) An increase of 2.0% or the Perth CPI % change (from the corresponding March quarter from the previous year) plus 0.5%, whichever is the greater, up to maximum of 2.5%, shall be paid to all rates as from the first full pay period commencing on or after 1 July 2020, representing the first anniversary of the Agreement.

- (c) An increase of 2.0% or the Perth CPI % change (from the corresponding March quarter from the previous year) plus 0.5%, whichever is the greater, up to maximum of 2.5%, shall be paid to all rates as from the first full pay period commencing on or after 1 July 2021, representing the first anniversary of the Agreement.

Employees paid in excess of their classification (Schedule A), such as those on negotiated salaries will receive an annual increase determined by the Chief Executive Officer. For the avoidance of doubt this means that if an employee is paid more than the entitlements prescribed for in their level (the Over Agreement Payment), any annual increases under this agreement may (at the discretion of the Chief Executive Officer) be absorbed in to the Over Agreement Payment.

#### **7.4.2 Increments**

For the purposes of the incremental step increases set out in Schedule B, the performance of all employees who have completed their probationary period and probationary review, or at least three months in their new role, will be reviewed prior to October each year for the assessment period July – June.

At this time, employees who have progressed through the steps of their assigned level will be entitled to an increment increase provided that:

- The employee has given satisfactory service over the period under review; and
- The employee has acquired new or enhanced skills that are required by the Shire.

Upon approval, incremental increases will be payable to the employee the first full pay period of October or back dated to this date if required.

Should the employee be away on authorised leave the review timeframe will be adjusted to suit the circumstances.

Apprentices are excluded from this clause refer Schedule C for Apprenticeship salary rates.

#### **7.4.3 Reclassifications**

Movement to a higher classification level can only occur once a reclassification process has identified a significant change in the employee's role in accordance with Schedule A. An approved higher reclassification would result in the employee transferring to the approved classification level and the next higher salary incremental step within that classification level.

### **7.5 Annual Performance Review**

In order to participate in the incremental increases employees must achieve a satisfactory performance review. A satisfactory performance review is a review where the employee is deemed to be "working to a standard that would be described as performing his/her job consistently and satisfactorily".

Employees may utilise the Shire's issue handling procedure if they feel that they have been unfairly dealt with by the reviewing officer.

### **7.6 When is my salary paid?**

Employee salaries will be paid on a fortnightly basis, with the pay period commencing on a Wednesday and ending on the Tuesday fortnight. The employee's salary will be transferred to the employee's nominated bank account on the Thursday of the pay period ending, unless there are delays due to public holidays or unforeseeable operational issues.

## **7.7 What allowances am I entitled to under the Agreement?**

### **7.7.1 Cemetery duties allowance**

Employees engaged in Cemetery Duties will each be entitled to additional recompense in the form of a Cemetery Duties Allowance payable at the following rates:

- (a) \$49.41 per grave dug;
- (b) \$98.82 per grave reopened; and
- (c) \$49.41 per each occurrence of decanting of cremated ashes.

This allowance will be reviewed against the annual base salary percentage increase detailed in clause 7.4.1 and will be reviewed annually at the first full pay period in July.

### **7.7.2 Travel Allowance**

Where the Shire requires an employee to use their own vehicle in or in connection with the performance of their duties such employee will be paid an allowance in accordance with Australian Taxation Office car and non-car rates as they may change from time to time.

### **7.7.3 Designated First Aid Officer Allowance**

The Shire will seek employees willing to provide volunteer first aid duties within the workplace, as a part of the employee being designated to be a part of the initial response to an emergency within the workplace.

An employee who is a current holder of proper first aid qualifications, such as a certificate from the St Johns Ambulance, will be paid an allowance of \$23.49 per fortnight (pro-rata for part-time employees) if he or she is appointed by the Shire as a designated first aid officer.

This allowance will be reviewed against the annual base salary percentage increase detailed in clause 7.4.1 and will be reviewed annually at the first full pay period in July.

### **7.7.4 Tool allowance - tradespersons and apprentices**

Where the Shire requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly amount of \$19.00.

This provision will not apply where the employer provides the tradesperson or apprentice with the required tools or while employees are absent from work. Where an employee is part time, casual or absent from work in a pay fortnight, the Tool Allowance will be paid as a pro-rata daily amount of \$3.80 based on the number of days worked.

This allowance will be reviewed against the annual base salary percentage increase clause 7.4.1 and will be reviewed annually at the first full pay period in July.

## **7.8 Do I get reimbursed for work related expenses?**

If the employee incurs reasonable expenses in the carrying out of duties and functions under this Agreement, the Shire will reimburse the employee on submission of an itemised account together with supporting documentation. Where possible, employees should get prior approval in writing from their Manager before incurring any work related expenses.

## **7.9 Superannuation**

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

In accordance with Superannuation Guarantee legislation, the Shire will make superannuation contributions of 10% of the employee's ordinary time earnings, or the compulsory superannuation contribution amount, whichever is greater.

Employees who choose to make additional personal contributions towards their superannuation fund will receive a co-matching contribution by the Shire up to 3% and may be made by salary sacrificing of 1%, 2% or 3%.

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

Employees have complete freedom of choice with regard to nominating a complying superannuation fund, for superannuation contributions.

Where the employee does not nominate a superannuation fund upon commencement of employment, compulsory superannuation contributions will be made into the Shire's nominated default fund, which is the WA Local Government Superannuation Plan.

### **7.9.3 Will I still receive superannuation when I am absent from work?**

Subject to the governing rules of the relevant superannuation fund, the Shire will also make compulsory superannuation contributions, as set out above:

- (a) When the employee is absent from work on any authorised paid leave (ie annual leave);
- (b) When the employee is absent from work due to work-related illness or injury, provided that:
  - (i) The period of absence is not longer than 52 weeks;
  - (ii) The employee is receiving workers' compensation payments, or receiving regular payments directly from the shire in accordance with legislative requirements; and
  - (iii) The employee remains employed by the Shire.

### **7.9.4 Will I receive super guarantee on annual leave loading?**

Super guarantee is paid on all annual leave loading, including annual leave loading that relates to a notional loss of opportunity to work overtime.

## **7.10 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 level position, at an incremental salary step that is higher than their ordinary rate of pay.

Except as otherwise provided higher duties shall not be paid when the relieving Employee is absent on leave or a public holiday unless the employee is appointed to relieve in a higher level position for a minimum period of 12 weeks at which time the Employee will receive the relieving rate when absent on paid leave or a public holiday.

## **7.11 Personal leave reward scheme**

Refer clause 6.8 Local Government Officers & Childcare (Out of School – Playleaders 2007 and clause 6.6 Municipal Employees Employee Collective Workplace Agreements.)

Employees, who have accrued a Personal Leave Bonus (PL Bonus) under the Shire's old Personal Leave Reward Scheme will remain entitled to a PL Bonus upon retirement/resignation. Employees engaged after the commencement of this Agreement will not be entitled to a PL Bonus.

The value of the PL Bonus will become fixed except as otherwise specified, as at the date this Agreement commences operating, but will not be paid out to the employee unless and until each employee retires or resigns from their employment with the Shire.

The PL Bonus will be calculated as at the date this Agreement commences operating, in accordance with the following formula:

The PL Bonus will be adjusted upon resignation/retirement where the Employee has exhausted personal leave below the balance within the formula (LA F - LA L).

**Calculation method:**

$$(LA F - LA L) \times EP \times RP$$

where:

LA F = Personal leave entitlement at the completion of the scheme.

LA L = Personal leave entitlement at the commencement of the scheme.

EP = Entitlement percentage.

RP = Hourly rate of pay at the completion of the scheme.

**7.12 Does the Shire have journey insurance for its workforce?**

Yes. The Shire will ensure that it has a current insurance policy that provides employees with journey insurance coverage whilst travelling to and from work (normal route, no substantial deviation).

**7.13 Does the Shire offer recreation centre access to its workforce?**

Yes. The Shire will provide staff with a Recreation Centre facilities membership in Margaret River and Augusta to assist staff maintain their fitness for work and to improve their overall health and wellbeing.

**7.14 Does the Shire offer an Employee Assistance program?**

Yes. The Shire will provide an Employee Assistance Program (EAP) to all Employees and/or their immediate family members as defined in clause 3.13.

The Shire employee must make the appointment for their immediate family member for the purpose of ensuring clause 3.13 is followed.

This service will be managed by Human Resources and will provide staff with access to professional and confidential short term counselling services at the Shire's expense. Each employee will be eligible to access up to five (5) sessions each financial year.

## **8. Leave and public holidays**

### **8.1 Annual leave**

#### **8.1.1 What annual leave entitlements do I have?**

Employees are entitled to 152 hours of annual leave per completed year of continuous service (190 hours for shift workers and those designated Environmental Health Officers employed by the Shire prior to the lodgement of the Augusta-Margaret River Shire Enterprise Agreement 2013-2016). Annual leave will accrue progressively during a year of service.

Employees will be paid at their ordinary rate plus 17.5% loading when the annual leave is taken or upon cessation of their employment. Accrued annual leave will carry over from year to year.

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

Employees will endeavour to provide a minimum of four (4) weeks notice of the date as to when the employee intends to take annual leave. The Shire shall not unreasonably refuse a request by an Employee to take annual leave.

#### **8.1.3 Can I be directed to take annual leave?**

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

If an employee has accrued more than 8 weeks annual leave, the Shire may direct the employee to take up to 2 weeks of that leave.

#### **8.1.4 How much annual leave can I take?**

There is no minimum amount of annual leave that must be taken on any one occasion

#### **8.1.5 Can I have my accrued annual leave paid out?**

Employees may cash out annual leave every 12 months, in accordance with applicable policies, as amended from time to time. Paid annual leave cannot be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.

The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Shire and the employee.

#### **8.1.6 Can I purchase additional annual leave?**

By agreement between the Shire and employee, employees may elect to purchase up to 2 weeks additional annual leave and leave loading to a maximum annual leave balance of 6 weeks. The cost of the annual leave (which will depend on the amount of leave an employee purchases and their salary), will be deducted from their salary. Purchased leave must be taken in blocks of whole working weeks.

Purchased leave counts as continuous service for all purposes.



### **8.1.7 Will I receive annual leave loading?**

Yes. During a period of annual leave an employee will receive annual leave loading of 17.5% on their ordinary wages payable for accrued annual leave taken unless otherwise specified within an Individual Flexibility Arrangement (clause 5).

### **8.1.8 What happens if I am sick during annual leave?**

If an employee is ill or injured during a period of annual leave, the employee can use their paid sick or carer's leave entitlement instead of using their annual leave, if the employee presents the Shire with acceptable medical evidence. The relevant days will not be counted as annual leave but personal leave.

## **8.2 Personal leave**

Paid personal leave is available to an employee:

- When they are not fit for work due to personal illness or injury;
- For the purposes of providing care or support to an immediate family or household member who requires the employee's care and support because of;
  - A personal illness or injury affecting the member; or
  - An unexpected emergency affecting the member.
- The term immediate family is defined in clause 3.13.

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

All employees are entitled to 10 days paid personal leave for each year of service with the Shire. Personal leave will accrue progressively during a year of service.

### **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 efforts 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 their Manager 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?**

The Shire may where reasonable request an employee to provide a medical certificate or statutory declaration for any period of personal leave.

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

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?**

Eligible employees may access the Supplementary Leave Benefit (SLB) specified in clause 8.10. Notwithstanding this, employees are entitled to a period of two (2) days unpaid carer's leave for each occasion when a member of their immediate family or household requires care or support because of illness, injury or an unexpected emergency.

The employee may also request to take a further period of unpaid leave for the 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.

### **8.3 Compassionate leave**

The employee is entitled to two days as non-cumulative paid compassionate leave on any occasion on which a member of the employee's immediate family or household:

- Contracts or develops a personal illness that poses a serious threat to their life; or
- Sustains a personal injury that poses a serious threat to their life.
- In cases where a member of the employee's immediate family or household dies, the employee will be entitled to up to three days non-cumulative paid compassionate leave and may request an additional two days of unpaid leave if required.

The employee must provide a medical/ death certificate for any period of compassionate leave if required by the Shire.

Part time and seasonal employees will be paid compassionate leave on a pro rata basis.

### **8.4 Parental leave**

Parental leave is provided to enable employees to give birth to or care for a newborn or newly-adopted child. It includes primary care-giver, special maternity, secondary care-giver or adoption leave. Refer to Shire policies and procedures/NES.

#### **8.4.1 Who is entitled to parental leave?**

Employees will be entitled to unpaid parental leave if;

- The leave is associated with the birth of a child of the employee or the employee's spouse or de facto partner, or the placement with the employee for adoption; and
- The employee has or will have a responsibility for the care of the child.

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

In addition, partners may be eligible for unpaid parental leave along with the primary care-giver, for a period of up to eight weeks, in accordance with applicable policies and legislation.

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

Eligible employees will be entitled to up to 12 months' unpaid parental leave (including public holidays). The maximum entitlement to secondary care-giver leave is reduced by any primary care-giver leave taken by the employee's spouse. Parental leave must be taken in a single continuous period, subject to legislative requirements.

In order to be eligible for parental leave, the employee must:

- (a) Have completed at least 12 months' continuous service with the Shire immediately before the date the leave is taken; and
- (b) Be the 'primary care-giver' for the child; or
- (c) Be the 'secondary care-giver' for the child.

The employee will be considered to be the 'primary care-giver' of a child if:

- (a) The child is in the employee's care for the relevant period; and
- (b) The employee meets the child's physical needs more than anyone else during the relevant period.

Employees may be entitled to request a further 12 months' unpaid parental leave immediately following the first period, subject to the Shire's reasonable business requirements.

In addition, partners may be eligible for unpaid parental leave along with the primary care-giver, for a period of up to eight weeks, in accordance with applicable policies and legislation.

#### **8.4.3 Does the Shire provide paid parental leave?**

Eligible employees requesting parental leave as the primary care-giver will be provided inclusive of the twelve (12) month unpaid period, four (4) weeks paid parental leave.

Eligible employees requesting parental leave as the secondary care-giver will be provided inclusive of the twelve (12) month unpaid period, two (2) weeks paid parental leave.

A \$200 taxable payment is available to 'eligible casual employees' requesting parental leave.

Employees may also be eligible to receive government-funded paid parental leave entitlements in accordance with the *Paid Parental Leave Act 2010* (Commonwealth), as amended, repealed or replaced from time to time.

Where an employee receives government-funded paid parental leave this is included as part of their unpaid parental leave period under this clause.

#### **8.4.4 Do I accrue leave whilst on parental leave?**

A period of parental leave does not count as continuous service, but is not considered to break continuity of service for the purposes of an employee's length of service and related entitlements.

This means leave entitlements will not accrue during a period of unpaid parental leave and in respect to the employee's Long Service leave, the accrual anniversary date will be adjusted to reflect the employee's unpaid parental leave absence, even if the employee is receiving government-funded paid parental leave entitlements.

#### **8.4.5 What employee requirements are there for primary care-giver leave?**

An employee must provide notice to the Shire 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 prior;
- Of the date on which the employee proposes to commence primary care-giver leave and the period of leave to be taken - at least four and preferably eight weeks prior.

Where the employee is pregnant and the primary care-giver, the employee may commence primary care-giver 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 Shire 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.

#### **8.4.6 What employee entitlements are there for special maternity leave?**

Where the pregnancy of an employee terminates within 28 weeks of the expected birth and the employee has not commenced parental 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 addition to, special maternity leave.

Where an employee not then on parental 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.

#### **8.4.7 What employee requirements are there for secondary care-giver 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 secondary care-giver leave, and a medical certificate from a medical practitioner stating the name of the pregnant person, that the person is pregnant and the expected date of birth of the child.

#### **8.4.8 What employee requirements are there for adoption leave?**

An employee is not entitled to adoption-related leave unless the child that is, or is to be, placed with the employee for adoption:

- (a) is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child; and
- (b) has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- (c) is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

The employee will notify the Shire 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 Shire 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.

The Shire 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 Shire immediately and the Shire 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 also entitled to up to two (2) days unpaid leave for the purpose of attending any compulsory pre-adoption interviews or examinations as are necessary as part of the adoption procedure.

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

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

Employees 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 comparable in status and salary to that of their former position.

#### **8.4.10 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. It is recommended that any such request be submitted to the Shire as soon as possible but no less than ten weeks prior to the date upon which the employee is due to return from parental leave.

The Shire 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 shire'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**

#### **8.5.1 Public holidays are provided for in the NES.**

Employees shall be entitled to the following public holidays:

- New Years' Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- As prescribed in Western Australia – Australia Day, ANZAC Day, Queen's Birthday, Labour Day and WA Day (formerly Foundation Day).

Where an employee is required to work on the observed public holiday they will be paid at the rate of double time and a half for the actual hours worked in accordance with clause 6.7.2.

The Shire and an employee may agree to substitute a public holiday as provided by the NES with an alternative day.

When a public holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay. The Shire may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the Shire and the employee.

### 8.5.2 Unpaid leave and public holidays

Employee must be on unpaid leave on the immediate normal working days either side of a public holiday for the public holiday to be deemed as falling during a period of unpaid leave.

#### Examples:

1. If an employee is on unpaid leave on 24 December and 27 December they are not entitled to be paid for the Christmas Day and Boxing Day public holidays, however if the employee is on unpaid leave on 31 December but returning to work on 02 January they are to be paid for the New Year's Day public holiday.
2. The Shire doesn't provide payment for any of the public holidays if the request for unpaid leave is from the 24th of December to 2nd of January, and the employee would not be working on the public holidays. If the employee requests unpaid leave for the entire period, they will be advised that as a condition of the Shire agreeing to the employee's request for unpaid leave, the Shire will alter the employee's ordinary hours of work to zero (0) for the period of unpaid leave

For clarity, where the Shire mandates unpaid leave be taken due to a forced shutdown, employees will be entitled to payment for any public holiday that falls during that period. Where the employee requests unpaid leave and a public holiday falls within the unpaid leave period the employee will not be entitled to payment for the public holiday, subject to the above.

## 8.6 Long service leave

Eligible employees will be entitled to long service leave in accordance with the *Local Government (Long Service Leave) Regulations*.

### 8.6.1 When can I take my long service leave?

Under this agreement employees may be eligible to take their long service leave earlier than specified within the regulations, whereby employees may request in writing to take their pro-rata long service leave accrual after seven (7) years' continuous service and each completed years' service thereafter. Provided that the employee takes pro-rata long service leave within a single period or as otherwise agreed to with the Shire.

### 8.6.2 Am I eligible for public holidays whilst on long service leave?

The employee is entitled to public holidays whilst on long service leave.

### 8.6.3 Long service leave transfers

The Shire will not be responsible for transferring any pro-rata leave that has been taken as leave by the employee whilst employed with the Shire.

### 8.6.4 How does my long service leave accrue?

LSL for all employees, including full time, part time and casuals, will accrue on an annual basis, and be paid based on actual hours worked at the Shire during the accrual period.

This clause has been included to address the issue where an employee is working reduced ordinary hours at the time they become entitled to LSL and would be disadvantaged if the LSL was paid based on their reduced hours.



**For example:**

Where an employee has reduced their ordinary working hours from 76 ordinary hours per fortnight to 38 ordinary hours per fortnight as part of a flexible working arrangement after returning to work from parental leave, they will be entitled to receive their LSL accrual based on their working hours during their total employment, not just their hours at the time they take the leave.

This accrual method will only apply where it does not disadvantage the employee.

For example: Where an employee increases their ordinary hours in the calculating year of their LSL payment, their LSL payment will be calculated on their ordinary hours in that year, if it is greater than their accrued LSL based on actual hours worked at the Shire to date.

LSL transfers received by the Shire pursuant to the portable local government LSL scheme, where the employee has satisfied they haven't had a break in service, will be added to the employees LSL accruals.

## **8.7 Community service leave**

The Shire recognises the valuable contributions volunteers make to rural communities and in particular how volunteerism may develop employee skills and provide them with a valuable opportunity to participate in the community they are a part of.

Eligible employees so far as reasonable and practicable may volunteer themselves during their ordinary work hours in accordance with Shire procedures through the following initiatives:

### **8.7.1 Paid emergency service leave**

The Shire is committed to ensure the community has access to efficient and effective volunteer emergency services and as such the Shire will pay eligible employees (other than a casual employee) paid emergency service leave up to 38 hours per financial year (non-accumulative), or the pro-rata equivalent to part-time employees that will cover absences from the workplace as follows:

- Response and attendance to an emergency following a request from a local emergency service group that the employee is a member of; and
- Coverage of the employee being able to have a sufficient break before commencing their normal duties between volunteering and their ordinary work hours as defined in clause 6.5.

Prior to responding and applying for paid emergency leave the employee would have:

- Shire approval to undertake paid emergency service work during their ordinary work hours in accordance with shire procedures;
- Been requested by the emergency services group to undertake an activity that involves responding to an emergency on a volunteer basis, as a member of or having a member like association to that emergency services group; and
- Ensure that their work is "made safe" prior to their responding to the emergency.

### **8.7.2 Paid mentoring leave**

An eligible employee (other than a casual employee) involved as a volunteer in the Margaret River High School mentoring program, may apply for paid mentoring leave of up to 38 hours per financial year (non-accumulative) to undertake the mentoring functions as approved within the program during the employee's ordinary work hours.

### **8.7.3 Unpaid community service leave**

The Shire will support other employee community service volunteering and other emergency service leave absences from the workplace through approved unpaid volunteering leave in accordance with the NES.

### **8.7.4 Notice of absence**

An employee who wants an absence from his or her employment must give the Shire notice of the absence.

The notice:

- Must be given to the Shire as soon as practicable (which may be a time after the absence has started); and
- Must advise the Shire of the period, or expected period, of the absence.

### **8.7.5 Evidence to support absence request**

An employee who has given the Shire notice of an absence under clause 8.7.4 must give the Shire evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

## **8.8 Family and domestic violence leave**

The Shire recognises that employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Shire is committed to providing support to employees that experience domestic violence.

An employee experiencing domestic violence will have access to five (5) days paid special leave (non-cumulative) and in addition five (5) days unpaid leave per year of service (non-cumulative) for medical appointments, legal proceedings and other activities related to domestic violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day. Employees must seek approval from Human Resources prior to taking this leave.

An employee who supports a member of their immediate family or household who is experiencing domestic violence may take Carer's leave to accompany them to court, to hospital or to mind children.

## **8.9 Supplementary leave benefit**

The Shire recognises that employees may require additional support in being able to access flexible leave arrangements. The Supplementary Leave Benefit (SLB) is provided as a non-cumulative supplementary leave benefit of up to a maximum of three (3) days paid leave payable to eligible employees.

Employees are eligible for the SLB if they:

- Are a continuing full-time, continuing part-time or cyclic employee; and
- Are claiming SLB leave for family and domestic violence purposes specified here within.

Those eligible employees who are employed on a continuing part-time or cyclic basis will receive a pro-rata concessional leave benefit calculated upon a 7.6 hour day. Casual employees may access the SLB as an unpaid leave benefit.

The SLB scheme will apply per year, operating between the first full completed pay period in February to the last completed pay period in January (SLB year).

Employees who commence after the commencement of the SLB year, being the first full pay period in February will be entitled to a pro rata SLB accrual based on the employees agreed roster. For all future years after their initial year the employee will be entitled to their full SLB accrual as calculated as per the employees agreed roster.

SLB may be taken in the following circumstances:

- When employees have exhausted their personal or family and domestic violence leave provisions;
- When employees are experiencing an 'unplanned emergency situation'; and
- During a period of shut down.

In the case of personal or family and domestic violence leave being exhausted, the employee must comply with the notice and evidence requirements in the NES, clause 8.2.4 or 8.8 to access the SLB.

An 'unplanned emergency situation' includes the following:

- **Family and domestic violence** – accessing medical and legal assistance, court appearances, accessing safe housing, attending counselling services including instances when utilising the Shire's Employee Assistance Program services refer clause 7.14, providing care and support for immediate family members who may be experiencing family and domestic violence and making other safety arrangements as agreed with the Shire; and
- **Un-planned immediate family and pet emergencies** – where immediate family members require emergency assistance from the employee; for compassionate reasons in accordance with clause 8.3; to make veterinary care arrangements for the employee's injured pet and to deal with other emergencies affecting the employee's pet as agreed with the Shire; and
- **Natural disasters** – where the employee is unable to attend work or due to safety concerns arising from a natural disaster, where the employee is instructed to leave work to commute home prior to the completion of the work shift due to an imminent severe weather forecast, where employees are required to leave work to care for their children who have been sent home from school due to a natural disaster; and
- **Unplanned property emergencies** – property emergencies including burglary, accidents, damage or preparation to prevent potential future damage, and repairs affecting the employee's property, private household and/or transport in an unplanned and unforeseen manner, and other similar property emergencies as agreed with the Shire.

In cases where the employee has not taken their full SLB within that SLB year, it will be paid out at the employee's ordinary rate upon the completion of the SLB year within February.

### **8.10 Leave for Union Delegate Training**

- The Shire may, subject to operational requirements, grant paid leave of absence to employees who are nominated by their Union to attend relevant short courses or seminars from time to time agreed between the Union and the Shire. Such leave shall be to a maximum of two (2) days per calendar year, and will be matched by leave availed by the employee and deducted from their entitlements as appropriate. The Shire and union(s) agree that due to operational requirements, no more than three (3) delegates will be approved to attend paid union training on any occasion.
- Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- Leave granted under this clause shall include any necessary travelling time within normal working hours immediately before or after the course provided that the Shire shall not be liable for any expenses associated with an employee's attendance at the course.



## **9. Consultation and Workplace Delegates**

### **9.1 What is the Shire's consultation procedure?**

#### **9.1.1** This term applies if the Shire:

- 9.1.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise, that is likely to have a significant effect on the employees; or
- 9.1.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### **9.1.2** For a major change referred to in subclause 9.1.1.1:

- 9.1.2.1 the Shire must notify the relevant employees of the decision to introduce the major change; and
- 9.1.2.2 subclause 9.1.3 and 9.1.9 apply

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

#### **9.1.4** If:

- 9.1.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 9.1.4.2 the employee or employees advise the Shire of the identity of the representative; the Shire must recognise the representative.

#### **9.1.5** As soon as practicable after making its decision, the Shire must:

- 9.1.5.1 discuss with the relevant employees:
  - the introduction of the change; and
  - the effect the change is likely to have on the employees; and
  - measures the Shire is taking to avert or mitigate the adverse effect of the change on the employees; and
- 9.1.5.2 for the purposes of the discussion — provide, in writing, to the relevant employees:
  - all relevant information about the change including the nature of the change proposed; and
  - information about the expected effects of the change on the employees; and
  - any other matters likely to affect the employees.

#### **9.1.6** However, the Shire is not required to disclose confidential or commercially sensitive information to the relevant employees.

#### **9.1.7** The Shire must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

#### **9.1.8** If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Shire, the requirements set out in subclauses 9.1.2.1, 9.1.3 and 9.1.5 are taken not to apply.

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

- 9.1.9.1 the termination of the employment of employees; or
- 9.1.9.2 major change to the composition, operation or size of the Shire's workforce or to the skills required of employees; or
- 9.1.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 9.1.9.4 the alteration of hours of work; or
- 9.1.9.5 the need to retrain employees; or
- 9.1.9.6 the need to relocate employees to another workplace; or
- 9.1.9.7 the restructuring of jobs.

**9.1.10 For a change referred to in subclause 9.1.1.2:**

- 9.1.10.1 the Shire must notify the relevant employees of the decision to introduce the major change; and
- 9.1.10.2 subclauses 9.1.3 to 9.1.9 apply.

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

**9.1.12 If:**

- 9.1.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 9.1.12.2 the employee or employees advise the Shire of the identity of the representative; the Shire must recognise the representative.

**9.1.13 As soon as practicable after proposing to introduce the change, the Shire must:**

- 9.1.13.1 discuss with the relevant employees the introduction of the change; and
- 9.1.13.2 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; and
  - (ii) information about what the Shire reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the Shire reasonably believes are likely to affect the employees.
- 9.1.13.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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



**9.1.16** In this term;

**relevant employees** means the employees who may be affected by change referred to in subclause 9.1.1.

**9.2 Appointment of Workplace Delegates**

**9.2.1** Where a Union appoints an employee to be a Workplace Delegate and notifies the Shire in writing, that employee shall be recognised as an accredited representative of that Union.

**9.3 What rights do Workplace Delegates have?**

**9.3.1** Accredited representatives shall have the rights set out as follows:

- (a) The right to be treated fairly and to perform their role as a Workplace Delegate without any adverse effect upon their employment;
- (b) The right to recognition by the Shire that accredited Union representatives speak on behalf of that Union's members in the workplace;
- (c) The right to bargain collectively on behalf of those they represent;
- (d) The right to consultation in accordance with Clause 9 of this Agreement;
- (e) The right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and their Union offices and
- (f) The right to place their Union's information on a notice board in the workplace.

**9.4 What obligations do Workplace Delegates have?**

**9.4.1** Accredited Workplace Delegates are obliged to comply with the following:

- (a) Undertake their tasks as a Delegate in a consultative, collaborative and outcomes focused manner, including engagement with Shire Management early in the development of issues raised by other Union members;
- (b) Work within the agreed Dispute Resolution Procedure described at Clause 11; and
- (c) Comply with all of the lawful directions of the Shire.

## 10. Termination and suspension of employment

### 10.1 What notice is required if my employment is to cease?

The Shire may end the employment of the employee by giving them notice in writing or making payment in lieu of notice. The employee may resign from employment by giving notice to the Shire. The amount of notice required to be given by the Shire and employee is based upon the period of continuous employment as follows:

| Period of continuous service                       | Period of notice     |
|--|----------------------|
| Up to three years                                  | At least two weeks   |
| More than three years but not more than five years | At least three weeks |
| Over five years                                    | At least four weeks  |

In the instance of the Shire ceasing employment, this period of notice is increased by one week if the employee is over 45 years old and has completed at least two (2) years continuous service with the Shire.

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

### 10.2 Can the notice period be waived by either party?

The notice of termination required to be given by an employee is the same as that required of the Shire, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the Shire may withhold from any monies due to the employee on termination, under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the employee.

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

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

### 10.3 What type of conduct could result in summary dismissal?

The Shire may end the employment of an employee summarily without notice, or payment in lieu of notice, for serious misconduct.

Serious misconduct includes, but may not be limited to:

- (a) Wilful or deliberate behaviour by the employee, that is inconsistent with the continuation of the employment contract;
- (b) Conduct that causes serious and imminent risk to:
- (c) The health or safety of a person; or
- (d) The Shire's reputation, viability or profitability;
- (e) The employee engaging in theft, fraud or assault;
- (f) The employee being intoxicated at work;

- (g) The employee refusing to carry out a lawful and reasonable instruction consistent with the employee's employment contract and the shire's policies and procedures.

### 10.3.1 Intoxicated

An employee is taken to be 'intoxicated' at work if they are unable to perform the inherent requirements of their position, or any other duties they may reasonably be called upon to perform, due to being under the influence of intoxicating liquor or a drug. For the avoidance of doubt, this does not include a drug administered by, or taken in accordance with, the directions of a person lawfully authorised to administer the drug, provided the employee has previously advised the Shire of the need to take the drug.

## 10.4 What happens if my position becomes redundant?

Redundancy occurs when the Shire has made a definite decision that they no longer require the job the employee has been doing to be done by anyone, and this 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 and the Shire will consult with affected employees in accordance with clause 9.1.

If an employee's position becomes redundant, the employee's Manager will consult with the employee as soon as practicable to explore options for all parties concerned.

In addition to the period of notice prescribed for the ordinary ending of employment, an employee, whose employment ends 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 one year                    | Nil                 |
| One year and less than two years      | Four weeks' pay     |
| Two years and less than three years   | Six weeks' pay      |
| Three years and less than four years  | Seven weeks' pay    |
| Four years and less than five years   | Eight weeks' pay    |
| Five years and less than six years    | Ten weeks' pay      |
| Six years and less than seven years   | Eleven weeks' pay   |
| Seven years and less than eight years | Thirteen weeks' pay |
| Eight years and less than nine years  | Fourteen weeks' pay |
| Nine years and over                   | Sixteen weeks' pay  |

## 10.5 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 terminated and the Shire may at the Shire's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of severance pay still owing.

## 10.6 Who is exempted from this clause?

An employee is not entitled to either notice of termination or redundancy pay if they do not have an entitlement to redundancy pay or notice of termination under the NES by virtue of section 123 of the *Fair Work Act 2009* (Commonwealth).

## 10.7 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 Shire may suspend with pay (pay shall include the employee's hourly base rate of pay as defined in clause 3.1) the Employee from duty while the matter is investigated, if deemed necessary by the Shire.



## 11. Dispute resolution

### 11.1 Dispute Resolution

The process under this clause is for the resolution of disputes and matters arising under the Agreement or the National Employment Standards between the Shire and any employee (Dispute). All parties must cooperate to ensure the dispute handling procedures are carried out as quickly as is reasonably possible.

### 11.2 Can I request support during the dispute resolution process?

An employee may request at any stage during the dispute resolution process to access a support person or representative of their choice. Employee support networks and representative groups have been established and members trained in supporting employees during the dispute resolution process. These people work in conjunction with the Human Resources Business Unit to assist employee's resolve workplace disputes.

If an employee is a member of a Union, they may appoint a Union Workplace Delegate or other accredited Union Officer to represent them and assist them to resolve the dispute.

### 11.3 How do I go about resolving disputes within the workplace in respect to this Agreement?

In relation to any dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) In the first instance the employee will raise the Dispute with their direct supervisor and the supervisor will act and respond within three calendar days to the employee's Dispute;
- (b) if the Dispute is not resolved or concerns the supervisor, the employee may refer the Dispute to the next more senior level of management who will act and respond to the Dispute within seven calendar days; and
- (c) If the issue cannot be resolved at the management level the employee may appeal the resolution outcome with the Chief Executive Officer, by lodging the Dispute in writing. The Chief Executive Officer will make a determination within three calendar days.

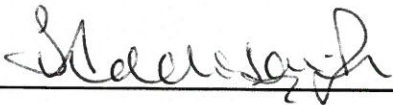
While the parties are attempting to resolve the dispute the parties will continue to work in accordance with the Agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to the provision of any relevant Occupational Safety and Health law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Shire to perform other work, whether at the same location or another location, that is safe and appropriate for the employee to perform.

### 11.4 What happens if the dispute cannot be resolved at the workplace level?

- (a) If a Dispute is unable to be resolved at the workplace level, and all agreed steps for resolving it have been taken, either party may refer the Dispute to the Fair Work Commission for resolution by conciliation.
- (b) If the Dispute remains unresolved, either party may refer the Dispute to the Fair Work Commission for arbitration.
- (c) If an employee is a member of a Union, they may appoint a Union Workplace Delegate or other accredited Union Officer to represent them and assist them to resolve the dispute.

## Signatories

**Authorised representative signing on behalf of the Augusta Margaret River Shire:  
(pursuant to Council resolution)**



Stephanie Addison-Brown  
Chief Executive Officer

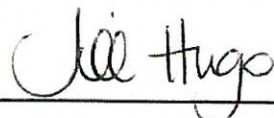
31/7/2019

Date

41 WALLCLIFFE ROAD, MARGARET RIVER WA 6285

Address

**Authorised representative signing on behalf of the Members of the Australian Municipal,  
Administrative, Clerical & Services Union (ASU):  
(pursuant to approval by ASU Union Delegates)**



~~Wayne Wood~~  
~~Branch Secretary~~

**Jill Hugo**

Assistant Branch Secretary - ASU WA Branch

30/7/19

Date

102 East Parade East Perth WA 6004

Address

**Authorised representative signing on behalf of the Employees:  
(pursuant to approval by Employee Bargaining Group)**



Jay Bearsby  
Employee Bargaining Representative

31/7/2019.

Date

41 Wallcliffe rd Margaret River WA 6285

Address



# Schedule A – Augusta Margaret River Shire level classification matrix

## Work value Descriptors

### 1.0 Personal Attributes and Competencies

#### 1.1 Experience

Work in related field that establishes understanding of the basic principles of the discipline. Ability to undertake the majority of normal requirements of the work situation.

|                |   |
|----------------|---|
| <b>Level 1</b> | No experience   |
| <b>Level 2</b> | Requires extensive on the job training including familiarisation with work procedures.  |
| <b>Level 3</b> | Experienced to do basic administrative, customer service and manual handling duties.<br>Experienced to do manual labouring duties<br>Experienced in basic plant & equipment operations & user maintenance (mowing, spraying, tractors - slashing, medium rigid trucks - carting, pedestrian rollers multi or steel drum rollers, chainsaw or pole saw)  |
| <b>Level 4</b> | Relevant technical experience to position<br>Experienced to do duties through previous appointments/training/ plant operations.<br>Experienced to provide technical service to customers<br>Experienced in operating and maintaining heavy plant and equipment (heavy and medium rigid trucks, loaders, excavators, skid steer loaders)   |
| <b>Level 5</b> | Sound discipline /knowledge through previous experience/ plant operations/ training or education.<br>Experience in working with industry standards & legislative requirements of work area.<br>Entry level for diploma and trade certificate with experience<br>Experience in operating and maintaining heavy plant within complex operations (graders)<br>Experience in leading a team                       |
| <b>Level 6</b> | Sound discipline/ specialist knowledge & expertise gained through appointments and education<br>Application of statutory & standard requirements of work area<br>Industry Degree (with limited experience)<br>Experience in supervising staff/service provision/plant operations  |
| <b>Level 7</b> | Developed technical decision making experience through appointments and education<br>Application of statutory & technical requirements of work area including developing technical reports and plans<br>Industry Degree (with significant experience)<br>Experience in developing technical plans, policies, procedures & guidelines.<br>Application of technical/specialist experience in supervising a team |
| <b>Level 8</b> | Demonstrated experience in coordinating services<br>Experience in developing operational plans covering services/workforce/financial/ and assets<br>Project and program management experience   |
| <b>Level 9</b> | Extensive leadership experience in coordinating multi discipline operations.<br>Experience in facilitating operational and project management issues,   |

## 1.2 Knowledge

Minimum understanding of techniques, principles, procedures & practices required. Understanding of law &/or organisational rules (formal & informal) & guidelines relevant to the discipline.

|                |  |
|----------------|--|
| <b>Level 1</b> | None or developing   |
| <b>Level 2</b> | Basic knowledge of employment law responsibilities, work procedures & practices  |
| <b>Level 3</b> | Application of basic employment legislation, work procedures & practices<br>Knowledge of low complexity plant & equipment operations (mowing, spraying, tractors - slashing, medium rigid trucks - carting, pedestrian rollers multi or steel drum rollers, chainsaw or pole saw)  |
| <b>Level 4</b> | Knowledge of problem solving processes relevant to work area<br>Thorough knowledge of work activities/ procedures & operating methods in work area.<br>Knowledge of medium complexity plant & equipment operations (heavy and medium rigid trucks, loaders, excavators, skid steer loaders working to construction levels)<br>Working knowledge of industry standards and legislation. |
| <b>Level 5</b> | Application of problem solving practices relevant to area<br>Application of industry standards and legislation including working to construction levels & plans<br>Knowledge of complex plant operations (graders working to construction levels)<br>Sound knowledge of team leader techniques & human resources practices.  |
| <b>Level 6</b> | Application of sound technical knowledge through qualification and experience<br>Applied knowledge in providing technical advice on plans and reports<br>Knowledge of operational planning & project/financial management<br>Application of Human Resources supervision techniques & practices   |
| <b>Level 7</b> | Application of comprehensive technical knowledge through qualification and experience<br>Knowledge of operational and team processes<br>Application of operational planning & project/financial management<br>Knowledge of project management techniques<br>Knowledge of facilitation techniques.  |
| <b>Level 8</b> | Detailed/thorough knowledge of coordinating operational services<br>Application of operational processes<br>Detailed/thorough knowledge of Operational/Workforce/ Financial/Asset Management techniques<br>Application of project planning & project management techniques<br>Application of discipline knowledge for the benefit of others  |
| <b>Level 9</b> | Detailed/thorough knowledge of managing operational service quality<br>Knowledge of operational management issues<br>Application of multi-discipline operational processes<br>Application of community engagement and consultation processes   |

### 1.3 Qualifications

Minimum qualification required for the job.

|                |   |
|----------------|---|
| <b>Level 1</b> | <p>No formal qualifications.</p> <p>Undertake substantial on the job training.</p> <p>Desirable undertaking certificate level I to II certificate.</p>  |
| <b>Level 2</b> | <p>Certificate level III qualification.</p> <p>Undertaking structured internal/external training</p> <p>Undertake continued on the job training.</p>  |
| <b>Level 3</b> | <p>Certificate level IV qualification</p> <p>Appropriate on the job training &amp; relevant experience.</p> <p>Appropriate licenses/tickets relevant to the position</p> <p>Possess or undertaking "MR" Licence</p>   |
| <b>Level 4</b> | <p>Diploma level qualification</p> <p>Appropriate certifications/ statutory tickets</p> <p>Plant certificates of competency for (heavy and medium rigid trucks, loaders, excavators, skid steer loaders)</p> <p>Possess "HR" licence as a minimum and undertaking or possess a "HC" Licence</p>   |
| <b>Level 5</b> | <p>Diploma level qualification and substantial experience</p> <p>Certificate new supervisor or equivalent experience</p> <p>Lesser qualifications &amp; substantial experience</p> <p>Plant certificates of competency for grader operations</p>  |
| <b>Level 6</b> | <p>Entry level degree</p> <p>Certificate front line management or equivalent experience</p> <p>Lesser qualifications &amp; specialised technical experience.</p>  |
| <b>Level 7</b> | <p>Relevant degree &amp; relevant experience.</p> <p>Certificate in project management or equivalent experience</p>   |
| <b>Level 8</b> | <p>Degree &amp; substantial technical experience.</p> <p>Undertaking Diploma Management or equivalent experience</p> <p>Undertaking Diploma Project management or equivalent experience</p> <p>Lesser qualifications &amp; considerable technical skill &amp; extensive experience.</p>   |
| <b>Level 9</b> | <p>Degree &amp; multiple specialist expertise &amp; further postgraduate/formal qualifications in expert field/ Management.</p> <p>Supplementary Diploma Management or equivalent</p> <p>Supplementary Diploma Project management or equivalent</p> <p>Lesser qualifications &amp; considerable skill &amp; extensive diverse experience.</p> |

## 1.4 Interpersonal/Communication skills

Requirement to transmit information in written & verbal form & confer with others with a view to reaching agreement &/or influencing outcomes.

|                |   |
|----------------|---|
| <b>Level 1</b> | Ability to learn interpersonal skills<br>Ability to learn basic written & verbal communication skills   |
| <b>Level 2</b> | Possession of basic written & verbal communication skills<br>First point of call customer service<br>Ability to interrelate within a team   |
| <b>Level 3</b> | Developed written, oral & interpersonal skills for providing customer service<br>Ability to produce basic correspondence  |
| <b>Level 4</b> | Ability to produce reports specific to field of expertise<br>Ability to convey technical information to customers/stakeholders in simple understandable terms   |
| <b>Level 5</b> | Developed correspondence and report writing skills to specified standards<br>Ability to convey clear recommendations & direction to customers and/or team members<br>Ability to interrelate & communicate as a team leader<br>Ability to provide on-the-job information and instructions on work procedures |
| <b>Level 6</b> | Application of Human Resource Management interpersonal skills<br>Ability to communicate & interrelate operational management issues<br>Ability to provide technical reports in a simplistic & structured manner<br>Ability to deliver on-the-job training   |
| <b>Level 7</b> | Ability to communicate, interrelate and implement operational plans<br>Ability to formally communicate proposals, feasibility studies and operational initiatives<br>Ability to provide complex technical reports in a simplistic & structured manner   |
| <b>Level 8</b> | Ability to communicate operational & project management plans<br>Ability to resolve operational issues/problems/conflict through effective communication<br>Ability to apply facilitation skills in resolving operational issues<br>Ability to resolve performance management, disciplinary & staff issues  |
| <b>Level 9</b> | Ability to interrelate & communication within multi-disciplines<br>Ability to communicate & interrelate strategic management issues   |

## 1.5 Problem Solving/Judgement

Deals with the capacity to breakdown, reformulate or transform a work situation into manageable terms/components and the ability to be able to make critical distinctions through achieving a balanced viewpoint.

|                |  |
|----------------|--|
| <b>Level 1</b> | Basic life skills  |
| <b>Level 2</b> | Ability to follow clear procedures & guidelines<br>Ability to identify problems  |
| <b>Level 3</b> | Capacity to define problem with customer or stakeholders   |
| <b>Level 4</b> | Capacity to identify technical problems and resolve with minimal assistance<br>Capacity to resolve customer service/work function problems without assistance  |
| <b>Level 5</b> | Capacity to conduct a problem solving analysis of technical issues & provide recommendations to staff and/or customers<br>Identify team based operational issues and resolve with limited assistance   |
| <b>Level 6</b> | Applies professional standards & legislation requirements in problem solving<br>Able to breakdown complicated technical problems into manageable components<br>Identify Human resources Management problems and resolve with limited assistance  |
| <b>Level 7</b> | Analytical skills that provide sound, structured, clear & concise reports & recommendations<br>Application of problems solving skills in operational and/or technical plans/policies/procedures<br>Application of Human Resources Management problem solving skills<br>Knowledge of project/program issues |
| <b>Level 8</b> | Resolution of operational and project management based issues<br>Resolution of Human resources Management issues<br>Knowledge of strategic management issues   |
| <b>Level 9</b> | Proactive identification of potential strategic issues that impact on organisation<br>Resolution of multi-discipline issues<br>Resolution of service, workforce, financial and asset management based issues   |

## 2.0 Delegated Authority/Responsibilities

### 2.1 Financial Management

|                |  |
|----------------|--|
| <b>Level 1</b> | Basic numeracy<br>Perform routine cash handling under direct supervision and in accordance with procedures and guidelines  |
| <b>Level 2</b> | Accurate input of financial information<br>Perform routine cash handling and end of day reconciliations in accordance with procedures and guidelines   |
| <b>Level 3</b> | Prepare routine financial documents and reports with limited assistance  |
| <b>Level 4</b> | Prepare financial reconciliations for auditing purposes<br>Collate and prepare financial reports, documents and job costings   |
| <b>Level 5</b> | Analysis of financial data & provision of reports<br>Application of financial standards & reporting processes<br>Oversee & train others in the preparation of financial reports &/or documents<br>Request quotes and assist with procurement<br>Prepare financial estimates on works |
| <b>Level 6</b> | Analysis & forecasting for budgetary purposes<br>Monitor and report financial activities<br>Assist in the preparation of the budget for a service area, project, significant works program or business<br>Support the preparation of tenders   |
| <b>Level 7</b> | Prepare service area/project budget & operate within budgetary constraints using a high level of judgement & autonomy<br>Prepare tenders under limited assistance  |
| <b>Level 8</b> | Prepare and manage the budget for the operation and/or project<br>Undertake strategic financial analysis<br>Train staff in budget preparation & managing finances<br>Prepare tenders   |
| <b>Level 9</b> | Prepare and manage financial plans for multiple operations that align with Council's Long Term Financial Plan and other plans<br>Prepare complex tenders   |



## 2.2 Human Resources Management

|                |  |
|----------------|--|
| <b>Level 1</b> | <p>Ability to learn &amp; implement the principles of Equal Opportunity.</p> <p>Ability to learn from workplace experiences &amp; training</p>   |
| <b>Level 2</b> | <p>Ability to identify learning targets</p>  |
| <b>Level 3</b> | <p>Ability to provide on-the-job training in work tasks relevant to the position</p>   |
| <b>Level 4</b> | <p>Ability to follow guidelines &amp; participate in Recruitment &amp; Selection process</p>   |
| <b>Level 5</b> | <p>Ability to evaluate proposed work/service changes in the context of human resource management principles</p> <p>Ability to identify Human resources related issues and provide recommendations for resolutions</p> <p>Ability to lead and mentor staff on-the-job</p>   |
| <b>Level 6</b> | <p>Undertakes staff performance management &amp; evaluation processes</p> <p>Identifies individual employee's competencies in relation to the job, and develops associated training plan</p> <p>Implement human resource administrative procedures</p> <p>Manage staff recruitment, selection and induction</p> <p>Identify &amp; resolve with assistance inequity, harassment, discrimination &amp; bullying.</p> <p>Ability to develop and manage work rosters</p> |
| <b>Level 7</b> | <p>Ability to undertake workplanning analysis</p> <p>Implement Human Resources Management policies and procedures</p> <p>Identify &amp; resolve inequity harassment, discrimination, bullying &amp; other staff issues</p> <p>Ability to facilitate effective team meetings</p>  |
| <b>Level 8</b> | <p>Develops and manages Workforce Plans for the operations that align with Council's Strategic Community Plan</p> <p>Develop technical plans/policies/procedures &amp; guidelines that promote Workforce Planning principles</p> <p>Ability to coach and mentor staff to support career development</p> <p>Ability to implement change management strategies</p>   |
| <b>Level 9</b> | <p>Develops multiple discipline Workforce Plans for the operations that align with Council's Strategic Community Plan</p>  |

## 2.3 Occupational, Safety and Health

|                |   |
|----------------|---|
| <b>Level 1</b> | Ability to follow defined OSH Policies and Procedures for hazard identification, job safety analysis, risk control & injury management  |
| <b>Level 2</b> | Ability to participate and contribute towards the safe system of work within a team   |
| <b>Level 3</b> | Ability to conduct on-the job risk assessments  |
| <b>Level 4</b> | Ability to undertake job safety analysis relating to position   |
| <b>Level 5</b> | <p>Ability to evaluate proposed work requirements in the context of occupational safety &amp; health requirements</p> <p>Ability to lead a team in fulfilling a safe system of work</p> <p>Ability to conduct inspections and assist with accident/incident investigations</p> <p>Ability to contribute towards workers compensation and injury management procedures</p> <p>Ability to assess fitness for work requirements</p> <p>Identify and evaluate hazards in the workplace and recommend control methods</p>                                      |
| <b>Level 6</b> | <p>Manage occupational safety &amp; health and risk management responsibilities</p> <p>Identifies operational safety requirements and develop and implements associated safety controls</p> <p>Ability to conduct inspections and accident/incident investigations</p> <p>Manage the workers compensation claim and injury management process</p> <p>Manage fitness for work procedures</p> <p>Manage safety inductions and training for staff</p> <p>Identify hazards and assess risks using developed processes and tools</p>                           |
| <b>Level 7</b> | <p>Ability to implement, monitor and review occupational safety and health management systems.</p> <p>Develop technical safety management procedures relating to operational hazard management requirements</p>   |
| <b>Level 8</b> | <p>Ability to manage, monitor and audit operational and safety and health risks management systems applicable to the operation</p> <p>Develop safety management plans relating to operational hazard management requirements</p>  |
| <b>Level 9</b> | <p>Ability to manage, monitor and audit strategic and safety and health risk management systems within a multi-discipline operational area</p> <p>Advise on the OHS requirements of the design process, develop a systematic hazard identification and OHS risk evaluation system for safe design, advise on principles of OHS risk control</p> <p>Advise on consultation processes between people involved in the life cycle of the designed product and advise on contractual arrangements and procurement systems to minimise 'purchased' OHS risk</p> |

## 2.4 Operational Planning

|                |  |
|----------------|--|
| <b>Level 1</b> | Ability to learn position and fit within the community strategic goals   |
| <b>Level 2</b> | Identify issues that impact upon work tasks  |
| <b>Level 3</b> | Identify issues that impact upon position & goal attainment.   |
| <b>Level 4</b> | Ability to ascertain the needs and expectations of customers<br>Ability to research information and provide recommendations  |
| <b>Level 5</b> | Customers technical needs are assessed in consultation with those parties<br>Monitor and review operational plan requirements<br>Ability to ascertain and communicate team and operational goals   |
| <b>Level 6</b> | Ability to monitor, evaluate and recommend operational improvement opportunities<br>Ability to identify and report on issues affecting the operational plan<br>Development of position descriptions and work plans/programs that align with the operational plan   |
| <b>Level 7</b> | Ability to identify & evaluate key performance measures used to monitor operational plan progress<br>Ability to complete a comparative cost benefit analysis of the current and the proposed new work systems<br>Develop technical management plans/policies/procedures & guidelines that promote the delivery of the operational plan<br>Development of basic project management plans  |
| <b>Level 8</b> | Ability to develop operational plans through participatory process<br>Ability to complete a comparative cost benefit analysis of the current and the proposed new operational plans<br>Development of operational performance evaluation and reporting system<br>To facilitate strategy change in the direction of the community strategic plan<br>Development of complex project management plans<br>Facilitate community /stakeholder/ customer consultation processes |
| <b>Level 9</b> | Ability to develop and implement multi-discipline operational plans<br>Evaluate, review, report and update operational plans   |

## 2.5 Operational Management

|                |   |
|----------------|---|
| <b>Level 1</b> | <p>Participate in the work team</p> <p>Instructions are understood and implemented consistent with the specified requirements.</p> <p>Ability to receive customers and establish needs &amp; provide basic information or referrals as requested</p> <p>Ability to maintain records</p>   |
| <b>Level 2</b> | <p>Contributes to the flow of relevant work information and ideas.</p> <p>Problems and conflict are recognised and referred to appropriate person(s).</p> <p>Ability to deal with difficult customer situations and refer as required</p>   |
| <b>Level 3</b> | <p>Co-ordinates own work.</p> <p>Ability to seek appropriate information and examine before undertaking new tasks.</p> <p>Ability to decide on appropriate action and respond accordingly.</p> <p>Ability to maintain up-to-date knowledge of relevant work procedures &amp; policies</p>   |
| <b>Level 4</b> | <p>Ability to resolve non-technical work issues, problems and conflicts</p> <p>Ability to communicate technical work procedures, policies and standards</p> <p>Ability to recognise critical points in the work process</p>   |
| <b>Level 5</b> | <p>Ability to resolve technical work issues, problems and conflicts</p> <p>Ability to monitor operating systems to ensure legislative compliance</p> <p>Ability to maintain up-to-date knowledge of relevant legislation &amp; common law duties</p> <p>Conduct on-the-job training in work/standards guidelines</p> <p>Ability to lead team operations in accordance with work plans</p>   |
| <b>Level 6</b> | <p>Ability to facilitate conflict resolution and problem solving within the team</p> <p>Ability to organise, supervise and co-ordinate work of a team/function</p> <p>Ability to assess team/individual performance &amp; foster cooperation between staff</p> <p>Identifies and develops individual employee &amp; team potential</p> <p>Supervise and monitor the implementation of operational plans</p> <p>Provide basic reports/recommendations/plans/policies and guidelines that impact the operations</p> |
| <b>Level 7</b> | <p>Provide technical reports/recommendations/plans/policies and guidelines that impact the organisation on an operational level.</p> <p>Report and recommend future operational requirements to fulfil community strategic plan</p> <p>Manage team and operational legislative responsibilities</p> <p>Counsel staff on goal attainment</p>   |
| <b>Level 8</b> | <p>Coordinate operations/services to specified standards</p> <p>Manage staff/customer/ stakeholder relationships effectively</p> <p>Manage progress towards achieving operational performance targets</p> <p>Facilitates team/staff continuous improvement initiatives</p> <p>Manage progress towards project plan outcomes</p>   |
| <b>Level 9</b> | <p>Coordinate a multi-discipline team to specified standards of service</p> <p>Manage progress of a multi-discipline team towards achieving operational performance targets</p> <p>Develop strategies to enhance relationships between staff/customer/ stakeholder</p>  |

## 2.6 Quality Management

|                |  |
|----------------|--|
| <b>Level 1</b> | Basic understanding of work standards  |
| <b>Level 2</b> | Ability to adhere to work procedures & standards<br>Ability to identify stakeholders & customer service standards<br>Ability to Implement specified changes to work tasks  |
| <b>Level 3</b> | Ability to identify and communicate quality management needs of the customer &/or stakeholder  |
| <b>Level 4</b> | Ability to identify and recommend quality work tasks and service practices relevant to position  |
| <b>Level 5</b> | Ability to identify and recommend quality work and service systems relevant to position<br>Ability to monitor and lead the quality of work within a team   |
| <b>Level 6</b> | Ability to evaluate recommended quality work & service systems<br>Develop & monitor standards for work and/or service performance  |
| <b>Level 7</b> | Ability to implement and review a quality management system<br>Ability to translate identified quality needs/ expectations/issues within team plans & Key Result Areas<br>Develop technical plans/policies/procedures & guidelines that promote Quality Management principles  |
| <b>Level 8</b> | Develop, implement and monitor quality management systems/objectives to ensure effectiveness<br>Manage resources & information to support the team provide quality assurance<br>Coordinate team to fulfil its quality service and/or work standards<br>Ability to identify strengths, weaknesses, opportunities & threats affecting services/products/ & teams |
| <b>Level 9</b> | Develop quality management strategies that support stakeholders/Council's/Customers current and strategic requirements<br>Ability to translate into strategic requirements identified strengths, weaknesses, opportunities & threats affecting services/products/teams<br>Development of strategic partnerships with key stakeholders & alliances              |

## 3.0 Relationships

### 3.1 Contact with others

|                |  |
|----------------|--|
| <b>Level 1</b> | Limited contact with external customers<br>Provision of routine information under the guidance of another staff member   |
| <b>Level 2</b> | Provision of routine information to customers within existing procedures and guidelines  |
| <b>Level 3</b> | Primary focus is the provision of customer service to internal and external clients<br>Ability to define problems<br>Resolution of basic problems and concerns without referral to a senior officer  |
| <b>Level 4</b> | Resolution of technical enquiries and problems without referral to a senior officer<br>Provision of technical information to customers utilising standards, legislation and procedures as a guide  |
| <b>Level 5</b> | Provide support of a complex nature to professionally qualified officers<br>Liaison with other members of a professional team, inside and outside the organisation   |
| <b>Level 6</b> | Deals with the public and other agencies on a range of issues<br>Makes contact with professionals, consultants and government departments to assist in the resolution of problems  |
| <b>Level 7</b> | Negotiation with customers, professionals and agencies<br>Assistance is sought from professional advisory bodies and/or senior public sector officials<br>Deals with Council elected members on strategic issues                                     |
| <b>Level 8</b> | Deals with a range of external stakeholders to resolve complex, sensitive and strategic issues<br>May be required to liaise with ministerial staff and officials<br>Facilitates community/stakeholder/customer consultation and engagement processes |
| <b>Level 9</b> | Contact is complex and may involve multi-discipline work groups  |



### 3.2 Supervision of position

|                |  |
|----------------|--|
| <b>Level 1</b> | Works under direct supervision<br>Emphasis is on the employee undergoing an intensive on-the-job training program  |
| <b>Level 2</b> | Works under direct supervision   |
| <b>Level 3</b> | Works under regular supervision<br>Assistance is available when required<br>Ability to perform basic administration, customer service, plant and equipment tasks without supervision |
| <b>Level 4</b> | Works under general supervision with assistance available when required  |
| <b>Level 5</b> | Supervision only provided in the form of feedback and assistance in problem resolution when required<br>Peer assistance available in professional and technical work teams           |
| <b>Level 6</b> | General assistance only<br>A mentoring relationship exists with manager/coordinator  |
| <b>Level 7</b> | Works under limited direction, in line with position outcomes  |
| <b>Level 8</b> | No formal direction required<br>Position is evaluated against evaluation criteria and position outcomes<br>Assistance available on new processes and methodology                     |
| <b>Level 9</b> | Work under broad strategic direction   |



### 3.3 Supervision of others

|                |   |
|----------------|---|
| <b>Level 1</b> | No supervision  |
| <b>Level 2</b> | No supervision  |
| <b>Level 3</b> | No supervision, but able to provide guidance to trainees or lower level staff on administrative, customer service and plant and equipment tasks   |
| <b>Level 4</b> | Provision of guidance and training to lower level staff<br>Provide information regarding policies, procedures and standards to others as required |
| <b>Level 5</b> | Leading a team  |
| <b>Level 6</b> | Supervision of a team<br>Set outcomes and monitors performance<br>Assists in the resolution of issues and problems                                |
| <b>Level 7</b> | Supervision of a professional and/or technical work team<br>Supervises the performance and outcomes of employees and/or contractors               |
| <b>Level 8</b> | Coordination of a unit or complex, significant strategic project  |
| <b>Level 9</b> | Managerial/Coordination responsibility for a multi-disciplinary business unit   |



## Schedule B – Augusta Margaret River Shire salary matrix

|                | July 2018<br>(2016-2019<br>Agreement) | July 2019<br>(2.0%) |                | July 2018<br>(2016-2019<br>Agreement) | July 2019<br>(2.0%) |
|----------------|---------------------------------------|---------------------|----------------|---------------------------------------|---------------------|
| <b>LEVEL 1</b> |                                       |                     | <b>LEVEL 5</b> |                                       |                     |
| <b>16</b>      | 34,087                                | 34,769              | <b>Step 1</b>  | 65,388                                | 66,695              |
| <b>17</b>      | 36,222                                | 36,947              | <b>Step 2</b>  | 66,696                                | 68,030              |
| <b>18</b>      | 39,316                                | 40,102              | <b>Step 3</b>  | 68,029                                | 69,390              |
| <b>19</b>      | 42,425                                | 43,274              | <b>Step 4</b>  | 69,391                                | 70,778              |
| <b>20</b>      | 45,504                                | 46,414              | <b>Step 5</b>  | 70,779                                | 72,194              |
| <b>ADULT</b>   | 47,747                                | 48,702              | <b>LEVEL 6</b> |                                       | -                   |
| <b>LEVEL 2</b> |                                       | -                   | <b>Step 1</b>  | 69,508                                | 70,898              |
| <b>Step 1</b>  | 49,657                                | 50,650              | <b>Step 2</b>  | 70,898                                | 72,316              |
| <b>Step 2</b>  | 50,650                                | 51,663              | <b>Step 3</b>  | 72,316                                | 73,763              |
| <b>Step 3</b>  | 51,663                                | 52,696              | <b>Step 4</b>  | 73,763                                | 75,238              |
| <b>Step 4</b>  | 52,697                                | 53,751              | <b>Step 5</b>  | 75,238                                | 76,743              |
| <b>Step 5</b>  | 53,750                                | 54,825              | <b>LEVEL 7</b> |                                       | -                   |
| <b>Step 6</b>  | 54,826                                | 55,922              | <b>Step 1</b>  | 76,776                                | 78,311              |
| <b>Step 7</b>  | 55,922                                | 57,040              | <b>Step 2</b>  | 78,311                                | 79,877              |
| <b>LEVEL 3</b> |                                       | -                   | <b>Step 3</b>  | 79,877                                | 81,474              |
| <b>Step 1</b>  | 55,718                                | 56,833              | <b>Step 4</b>  | 81,475                                | 83,105              |
| <b>Step 2</b>  | 56,833                                | 57,969              | <b>LEVEL 8</b> |                                       | -                   |
| <b>Step 3</b>  | 57,970                                | 59,129              | <b>Step 1</b>  | 80,675                                | 82,289              |
| <b>Step 4</b>  | 59,129                                | 60,312              | <b>Step 2</b>  | 82,290                                | 83,936              |
| <b>Step 5</b>  | 60,311                                | 61,518              | <b>Step 3</b>  | 83,935                                | 85,614              |
| <b>Step 6</b>  | 61,518                                | 62,748              | <b>Step 4</b>  | 85,614                                | 87,326              |
| <b>LEVEL 4</b> |                                       | -                   | <b>Step 5</b>  | 87,326                                | 89,072              |
| <b>Step 1</b>  | 60,202                                | 61,407              | <b>LEVEL 9</b> |                                       | -                   |
| <b>Step 2</b>  | 61,406                                | 62,635              | <b>Step 1</b>  | 87,160                                | 88,903              |
| <b>Step 3</b>  | 62,635                                | 63,888              | <b>Step 2</b>  | 88,904                                | 90,682              |
| <b>Step 4</b>  | 63,888                                | 65,165              | <b>Step 3</b>  | 90,682                                | 92,495              |
| <b>Step 5</b>  | 65,165                                | 66,468              | <b>Step 4</b>  | 92,495                                | 94,345              |
| <b>Step 6</b>  | 66,469                                | 67,798              | <b>Step 5</b>  | 94,345                                | 96,232              |

### July 2020 (2 - 2.5%)

An increase of 2.0% or the Perth CPI % change (from the corresponding March quarter from the previous year) plus 0.5%, whichever is the greater, up to maximum of 2.5%, shall be paid to all rates as from the first full pay period commencing July 2020, representing the first anniversary of the Agreement. Salary matrix will be updated in July 2020.

### July 2021 (2 - 2.5%)

An increase of 2.0% or the Perth CPI % change (from the corresponding March quarter from the previous year) plus 0.5%, whichever is the greater, up to maximum of 2.5%, shall be paid to all rates as from the first full pay period commencing July 2020, representing the first anniversary of the Agreement. Salary matrix will be updated in July 2021.

## Schedule C – Apprenticeship salary rates

| Apprenticeship salary rates |                     |
|-----------------------------|---------------------|
| Four year apprenticeship    | % of Level 5 step 1 |
| 1st year                    | 45                  |
| 2nd year                    | 60                  |
| 3rd year                    | 75                  |
| 4th year                    | 90                  |

| Three year apprenticeship | % of Level 5 step 1 |
|---------------------------|---------------------|
| 1st year                  | 45                  |
| 2nd year                  | 70                  |
| 3rd year                  | 90                  |

Apprenticeship % salary rates will be maintained in accordance with the Local Government Industry Award 2010.





amrshire@amrshire.wa.gov.au  
[www.amrshire.wa.gov.au](http://www.amrshire.wa.gov.au)

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## Margaret River

41 Wallcliffe Road (PO Box 61)  
Margaret River 6285

**T** (08) 9780 5255 | **F** (08) 9757 2512

### Office Hours

Mon to Fri, 9am – 4pm

### Phone enquiries

8am – 4.30pm

## Augusta

66 Allnutt Terrace  
Augusta 6290

**T** 08 9780 5660 | **F** (08) 9758 0033

### Office Hours

Mon to Fri, 9am – 4pm  
(closes for lunch 12pm – 1pm)

### Phone enquiries

8am – 4.30pm

If you are deaf, or have a hearing impairment or speech impairment, contact us through the National Relay Service:

- TTY users phone 133 677 then ask for 08 9780 5255
- Speak and Listen users phone 1300 555 727 then ask for 08 9780 5255
- Internet relay users connect to the NRS [www.relayservice.com.au](http://www.relayservice.com.au) then ask for 08 9780 5255

**IN THE FAIR WORK COMMISSION***Fair Work Act 2009 (Cth) ("FW Act")***Matter number:**

AG2019/2895

**Employer:**Shire of Augusta Margaret River (**Employer**)**Application:**

Section 185 – Application for approval of a single enterprise agreement, namely the Shire of Augusta Margaret River Enterprise Agreement 2019 (**Agreement**)

**Authorised representative:**


Nigel Anderson

Manager Human and Community Services

**Undertaking- Section 190**

For and on behalf of the Employer I, Nigel Anderson:

1. declare that I have:
  - a. authority to give this undertaking on behalf of the Employer,
  - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
  - a. In the event a 19 or 20 year old who is not a trainee is employed in a role which is covered by this Agreement and classified as equivalent to Award Level 6, the Employer will pay that employee the full salary applicable to that role.
  - b. Adult apprentices will be paid the Level 1 Adult rate contained in Schedule B of this Agreement (\$48,702 per annum from July 2019).

|  |  |
|--|--|
| Date signed:   | 7 October 2019   |
| For and on behalf of the Employer by:<br>[In accordance with s.190(5) of the FW Act] | Nigel Anderson   |
| Signature:   | <br>..... |



|                    |              |
|--------------------|--------------|
| Witness name:      | Andrew Ross  |
| Witness signature: | AR.<br>..... |