



Note: The model consultation term is to be taken to be a term of this agreement and can be found at the end of this document.

2014

All of Staff Collective Agreement

Contents

1.	Title	5
2.	Recitals	5
2.1	The Exmouth Shire' Philosophy.....	5
2.2	Our Strategic Plan	5
2.3	Our People Vision.....	5
3.	About our Agreement	6
3.1	Is this Agreement Legal?.....	6
3.2	How Long Does this Agreement Operate For?	6
3.3	Who Does This Agreement Apply to?.....	6
3.4	Does this Agreement Replace the Award(s)?.....	6
3.5	Copies of the Agreement	6
4.	Definitions	6
4.1	Administrative Personnel	6
4.2	Engineering Services Personnel.....	6
4.3	Recreation, Aquatic and Community/Cultural Services Personnel	6
4.4	Ranger & Emergency Services Personnel.....	7
4.5	Airport Personnel	7
4.6	Waste Site, Sanitation and Community Amenities Personnel.....	7
5.	Employment Arrangements	7
5.1	On-going full-time	7
5.2	On-going part-time.....	7
5.3	Casual.....	7
5.4	Temporary	8
5.5	Maximum term	8
5.6	Probation Period.....	8
6.	Working Arrangements.....	8
6.1	What is the ordinary work hours span for employees?	8
6.2	Do employees within varying divisions receive Penalty Rates?	9
6.3	Can I vary my work hours within the ordinary work hours span?	9
6.4	What do I receive if my employer requests me to work my ordinary hours outside the designated span of ordinary work hours relevant to my position?.....	9
6.5	What is my standard rest break?.....	9
6.6	Can my employer request me to work additional hours?.....	9
6.7	Can I refuse a request from my employer to work additional hours?.....	9
6.8	What overtime rates do I receive for additional hours worked?.....	10
6.9	Can I choose to accrue time, in lieu of an overtime payment?.....	10
6.10	Do eligible employees receive an on-call allowance?	10
6.11	What are my timekeeping responsibilities?.....	11
6.12	Do I have the flexibility to work from my home?	11
6.13	What is Adverse Working Conditions?.....	11
6.13.1	Rate of Payment	11
6.13.2	Definition of Adverse Working Conditions.....	11

6.14	Who is recognised as a Leading Hand?	13
6.15	What if I am required by my Employer to use my own Tools?	13
6.16	Will I receive an allowance for Camping overnight?	13
6.17	Travel to Work.....	13
7.	Reward and Recognition	13
7.1	Salaries	13
7.2	Band Movement.....	13
7.3	Performance Reviews.....	14
7.4	Performance Bonus	14
7.5	Agreement Increases	14
7.6	Superannuation	14
7.6.1	What superannuation provisions are available to me?	14
7.6.2	Do I have a choice where my superannuation contributions are paid to?	15
7.7	Salary Sacrifice	15
7.8	Professional Development, Training & Study.....	15
7.9	Relieving and Higher duties	16
7.10	Are there any other reward incentives available to Employees?	16
7.10.1	Ex-Factor Allowance	16
7.10.2	Service Pay.....	16
7.11	Lifestyle Incentives (Health & Safety).....	16
7.11.1	Drug & Alcohol Testing	16
7.11.2	Airport Employees Drug and Alcohol Testing	16
7.11.3	Paltridge Memorial Swimming Pool Family Pass	17
7.11.4	Health Incentives	17
7.11.5	Financial Guidance.....	17
8.	Leave and Public Holidays	17
8.1	Annual Leave.....	17
8.1.1	What Annual Leave provisions do I receive?	17
8.1.2	Do I need to provide notice that I intent to take Annual Leave?	17
8.1.3	When can I take accrued Annual Leave?	17
8.1.4	Can I be requested to take Annual Leave?	17
8.1.5	How may I take my Annual Leave?	18
8.1.6	Can I have my accrued Annual Leave paid out?.....	18
8.1.7	Can I Take Unpaid Leave?	18
8.1.8	Will I Receive Annual Leave Loading?	18
8.2	Personal Leave.....	18
8.2.1	What Personal Leave provisions do I receive?	18
8.2.2	What notice must I provide when taking Personal Leave?.....	18
8.2.3	Am I required to provide any evidence when taking Personal Leave?	18
8.2.4	What is acceptable medical advice?	19
8.2.5	What happens if I have exhausted my Personal Leave and require additional leave?	19
8.2.6	What happens to my unused Personal Leave upon ceasing employment?.....	19
8.3	Bereavement Leave.....	19

8.3.1	Am I required to provide any evidence when taking Bereavement Leave?	19
8.4	Parental Leave.....	19
8.4.1	Who is eligible for Parental Leave?	19
8.4.2	What Parental Leave provisions do I receive?.....	19
8.4.3	Do I receive Paid Maternity Leave?.....	20
8.4.4	What employee requirements are there for Maternity Leave?.....	20
8.4.5	What employee requirements are there for Special Maternity Leave?	20
8.4.6	What employee requirements are there for Paternity Leave?.....	20
8.4.7	What employee requirements are there for Adoption leave?.....	20
8.4.8	What happens upon my return to work?.....	21
8.4.9	Can I request to vary my working arrangements upon my return to work?	21
8.5	Public Holidays.....	21
8.6	Long Service Leave	22
8.6.1	When can I take my Long Service Leave?	22
8.7	Jury Service	22
8.8	What Community Services Leave am I entitled to?	22
8.9	Military Leave.....	22
9.	Employment Cessations and Suspensions.....	23
9.1	What notice is required if my employment is to cease?.....	23
9.2	Can the notice period be waived by either party?.....	23
9.3	What type of conduct could result in summary dismissal of an employee?	23
9.4	What type of conduct would enable an employee to waiver their notice period and cease employment?.....	23
9.5	What happens if my position becomes redundant?.....	24
9.6	Can I apply for another job if a vacancy exists?.....	24
9.7	What happens if I am transferred to another job at a lower pay rate?	24
9.8	Can I be suspended from duty?.....	24
10.	What Individual Flexibility Arrangements Are Available?	25
11.	What Dispute Settlement Procedure is in Place to cover issues arising from this Agreement?	26
12.	What Consultation on Major Change Will the Organisation Undertake?	27
	Schedule A – Classification Levels/Bands and Related Salary Scales.....	29
	Appendix 1 – Administrative Personnel Conditions	30
	Appendix 2 – Engineering Personnel Conditions	31
	Appendix 3 – Recreation, Aquatic and Community Services Personnel Conditions.....	32
	Appendix 4 – Ranger & Emergency Services Personnel Conditions.....	33
	Appendix 5 – Airport Personnel Conditions	34
	Appendix 6 – Waste Site, Sanitation and Community Amenities Personnel Conditions.....	35
	Agreement to Cash out Annual Leave	36
	Signatories.....	Error! Bookmark not defined.

1. Title

This agreement will be known as the Shire of Exmouth 'All of Staff' Collective Agreement 2014 (Agreement) for all employees working under the Local Government Industry Award 2010 at the Shire.

2. Recitals

2.1 The Exmouth Shire' Philosophy

The Shire of Exmouth's vision is to be welcoming custodians embracing our past, valuing our present and planning for the future.

2.2 Our Strategic Plan

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

Economic

Objective 1: To be a diverse and innovative economy with a range of local employment opportunities.

Environment

Objective 2: To have a balanced respect for our environment and heritage, both natural and built.

Social

Objective 3: To be a dynamic, passionate and safe community valuing natural and cultural heritage.

Civic Leadership

Objective 4: To work together as custodians of now and the future.

2.3 Our People Vision

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

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

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

3. About our Agreement

3.1 Is this Agreement Legal?

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

3.2 How Long Does this Agreement Operate For?

The agreement will operate from the first completed pay period after the date the agreement is certified until its nominal expiry date on 30 June 2017. Within 12 months prior to the expiry of this document a review will be held with the intention to agree and enter into a new agreement.

3.3 Who Does This Agreement Apply to?

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

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

3.4 Does this Agreement Replace the Award(s)?

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

3.5 Copies of the Agreement

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

4. Definitions

4.1 Administrative Personnel

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

4.2 Engineering Services Personnel

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

4.3 Recreation, Aquatic and Community/Cultural Services Personnel

Includes people employed whose role it is to initiate, coordinate, encourage, promote or conduct recreational and community/cultural development activities within a community and will include such functions as Recreation Centre, Library, Ningaloo Centre, Swimming Pool employees and Community Development Officers.

4.4 Ranger & Emergency Services Personnel

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

4.5 Airport Personnel

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

4.6 Waste Site, Sanitation and Community Amenities Personnel

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

5. Employment Arrangements

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

5.1 On-going full-time

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

5.2 On-going part-time

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

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

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

5.3 Casual

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

Casual employees are not entitled to Ex-factor Allowance, Annual Leave, Sick Leave or Public Holidays.

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

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

5.4 Temporary

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

5.5 Maximum term

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

5.6 Probation Period

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

6. Working Arrangements

6.1 What is the ordinary work hours span for employees?

The following table represents the ordinary work hours span expected within each division of Council. These hours have been devised to provide for tropical conditions which may necessitate an earlier start and earlier finish time. The particular working arrangements are further detailed in Appendices 1-6 attached to this document.

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

Division	Scope of workdays	Span of work hours
Administration Personnel	Monday to Friday	6.00am to 6.00pm
Engineering Personnel	Monday to Friday	5.00am to 6.00pm
Recreation, Aquatic and Community/Cultural Services Personnel	Monday to Sunday	5.00am to 10.00pm
Ranger & Emergency Services Personnel	Monday to Sunday	5.00am to 10.00pm
Airport Personnel	Monday to Sunday	5.00am to 10.00pm
Waste Site, Sanitation and Community Amenities Personnel	Monday to Sunday	5.00am to 10.00pm

Note: Division information is located within clause 4 'Definitions'.

6.2 Do employees within varying divisions receive Penalty Rates?

All ordinary hours worked on a Saturday will be paid at a rate of time and a half (150%), Sunday at time and three quarters (175%), and public holidays two and a half times (250%)

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

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

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

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

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

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

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

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

6.5 What is my standard rest break?

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

6.6 Can my employer request me to work additional hours?

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

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

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

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

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

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

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

If the employee is recalled (call-back) to work overtime after leaving work and without receiving prior notice of the requirement to work overtime before ceasing work, they will be paid a minimum of three (3) hours at the appropriate overtime rate for each time so recalled. Provided that employees will not be deemed to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.

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

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

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

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

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

6.10 Do eligible employees receive an on-call allowance?

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

A person who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to attend work. Actual time worked will be deemed to apply from the time the employee leaves home.

6.11 What are my timekeeping responsibilities?

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

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

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

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

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

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

6.13 What is Adverse Working Conditions?

Operational and trade employees engaged in Levels 1 to 6 of this Agreement will be paid an additional annual allowance (equivalent to an agreed number of hours per week where the employee is required to regularly perform) at the rate specified in clause **6.13.1** for carrying out daily duties by direction under adverse working conditions as defined in clause **6.13.2** provided that in all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.

Adverse working conditions allowances are payable during periods of leave.

6.13.1 Rate of Payment

An employee will be paid an additional Annual allowance for working under adverse working conditions and performed daily/regularly as follows:

- (i) Level 1 working conditions - \$1,363.44 per annum OR \$0.69 per hour for Part Time Employees)
- (ii) Level 2 working conditions - \$1,936.48 per annum OR \$0.98 per hour for Part Time Employees)

6.13.2 Definition of Adverse Working Conditions

(i) Level 1 working conditions

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

- working in confined or cramped spaces;
- working in wet places;

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

(ii) Level 2 working conditions

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

- clearing of sewer chokes;
- maintenance, connections to and/or repair of sewerage equipment;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;
- handling infected materials;
- collection, removal and/or disposal of putrescible waste other than by mechanical means;
- working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
- engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

6.14 Who is recognised as a Leading Hand?

- a) An operational, trade or an airport employee employed to supervise other employees daily will be paid a weekly allowance in addition to their classification rate of pay of \$28.00 per week under the following breakdown:

Supervisors classification Level	Number of Employees Supervised at one time
Level 1 to 4	1 to 10
Level 5	Over 5
Level 6	Over 5 employees of the same level (Level 6)

- b) The provisions of this clause do not apply when the Employee is on leave or absent from work.

6.15 What if I am required by my Employer to use my own Tools?

- a) Where the employer requires a trades employee or an apprentice trades employee to supply and maintain tools ordinarily required by the employee in the performance of their duties as a trades employee, the employee will be paid an additional weekly allowance of \$25.00. This allowance is calculated for part time employees on a pro-rata basis.
- b) The provisions of this clause do not apply when the Employee is on Leave or absent from work.
- c) This provision will not apply where the employer provides the trades employee or apprentice with the required tools or while employees are absent from work or on leave.

6.16 Will I receive an allowance for Camping overnight?

- a) An employee required to camp at the site of any work by direction of the employer or because no reasonable transport facilities are available to enable the employee to proceed to and from home each day will be paid a camping allowance of \$24 per night.
- b) At the end of each working week the employee shall be allowed to return to the employee's home and in such cases all the time reasonably required for travelling to and from the employee's home shall be treated as time of duty in addition to the time of actual working.

6.17 Travel to Work

All Employees will travel to and from their designated work location as per their employment contract in their own time.

Rangers are excluded from this (as outlined in Appendix 4 of this Agreement) and other provisions apply for certain divisions of employment as outlined in Council Policy.

7. Reward and Recognition

7.1 Salaries

Employee salaries will be based upon the levels identified within Schedule A of this document which at all times will demonstrate the better off overall test when compared with the annual minimums identified under the Local Government Industry Award 2010.

7.2 Band Movement

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

7.3 Performance Reviews

A confidential staff development/performance review which also takes into account the need to revisit the position description to ensure that the position is still appropriately classified shall be conducted at least on an annual basis for each employee and without limiting the scope it is intended to identify:

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

7.4 Performance Bonus

The Shire have developed a new performance review template that will provide the basis for an all of staff assessment with a corresponding performance bonus attached to the template. The commencement of the bonus system will be from 1 January 2015 to 30 June 2015 and from then on in full year review periods. The first bonus for the half year review will be up to \$750.00 and a full year review period will be up to \$1500.00.

The Performance Bonus will be prescribed for Permanent Ongoing Full and Part time Employees only. A Part time employee bonus will be pro rata on ordinary hours worked.

Certain other employees outside of these arrangements (excluding casuals) may be prescribed a performance bonus as negotiated by Management which will be dependent on the above and shall take into consideration the length of the maximum term, nature of work being performed and that gaining significant qualifications do not form part of the arrangement.

7.5 Agreement Increases

This agreement entitles Employees to enjoy an annual increase of \$1,750.00 per annum activated on commencement of this Agreement and thereafter on 1 July until and including the 1 July 2016.

7.6 Superannuation

7.6.1 What superannuation provisions are available to me?

Excepting positions in which a salary package is negotiated, Council will contribute additionally up to a total of 8% of gross salary into the Local Government Superannuation Scheme (or equivalent complying Superannuation Scheme), above the current mandatory Statutory Superannuation Guarantee Contribution (SGC), for each member employee provided the member employee is contributing a minimum of 5% to the superannuation fund, based on the following scale:

- Greater than or equal to 5% Employee voluntary contribution – 8% Council contribution
- 4% Employee voluntary contribution – 6% Council contribution
- 3% Employee voluntary contribution – 4% Council contribution
- 2% Employee voluntary contribution – 2% Council contribution
- 1% Employee voluntary contribution – 1% Council contribution

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

7.6.2 Do I have a choice where my superannuation contributions are paid to?

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

7.7 Salary Sacrifice

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

a) Superannuation Contributions

An employee can elect to sacrifice their voluntary superannuation contributions.

b) Council Housing Rental Payments

An employee can elect to sacrifice their Council housing rental payments, subject to the house being the property of the Council or a lease for the property being held by the Council.

c) Laptops

An employee can elect to sacrifice the purchase of a laptop as per the ATO rulings.

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

7.8 Professional Development, Training & Study

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

- a) Council generally supports Study Leave of up to 3 hours per week being granted for studies relevant to Council duties and positions, provided that such does not interfere with Council operations significantly, excepting in the case of employees classified as "Trainee", "Cadet" or "Apprentice" or in other specific circumstances where additional Study Leave may be granted by the CEO.
- b) Approval of Study Leave and expenses for Council Staff and prospective staff undertaking approved training, education courses, cadetships or scholarships shall be at the discretion of the CEO. Where study leave relates to the CEO, the Shire President shall approve such a request.
- c) The CEO may approve the reimbursement of the following expenses in respect to studies directly applicable to their duties subject to the successful completion of the relevant units of study or as negotiated with the CEO: -
 - i) Enrolment fees
 - ii) Higher Education Contribution Scheme
 - iii) Costs in respect to books and materials, with the books to become the property of the Council at the completion of the subject should the CEO request.
 - iv) Other related expenses as approved by the CEO.

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

7.9 Relieving and Higher duties

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

7.10 Are there any other reward incentives available to Employees?

7.10.1 Ex-Factor Allowance

In recognition of the cost of living experienced in Exmouth and the need to attract and more importantly, retain staff, Council through its policies may offer an additional allowance to all employees to offset these recognised costs.

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

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

The Ex-Factor may be varied in accordance with Council Policy.

7.10.2 Service Pay

All Employees who were previously receiving service pay shall continue to do so however the service pay will now be capped at their entitlement amount at 31 December 2014. This allowance has now been transferred to other benefits.

7.11 Lifestyle Incentives (Health & Safety)

7.11.1 Drug & Alcohol Testing

The Employer during this term of this Agreement will be implementing a Drug & Alcohol Policy for all Employees (excepting to Airport Employees which are subject to DAMP as per below), to protect the Employees and ensuring all staff are provided a safe working environment. Random testing will be applied at work and compulsory at pre-employment. Testing will be in accordance with Council Policy that shall be applied within legislative and legal parameters.

7.11.2 Airport Employees Drug and Alcohol Testing

The Employer during this term of this Agreement will continue to carry out Drug and Alcohol Management Plan (DAMP) for the Learmonth Airport as required by 'Part 99 of the Civil Aviation Safety Regulations 1998' covering persons who perform, or are available to perform, a safety-sensitive aviation activity (SSAA). Airport Management operate the Plan in accordance with Airport Procedures.

7.11.3 Paltridge Memorial Swimming Pool Family Pass

Permanent on-going employees, including Maximum term employees (excluding casuals) will receive one Staff Pool Pass membership to the Paltridge Memorial Swimming Pool

This incentive is extended to the employee's immediate household family.

Membership to the Swimming Pool should be applied for the same as any full paid membership and in accordance with the Swimming Pools joining procedures.

The incentive is applicable for all new memberships from the date of signing of this Agreement or at the expiry date of existing pool membership. No reimbursement will be considered for existing memberships purchased prior to the commencement of this agreement.

7.11.4 Health Incentives

During the life of the Agreement, the Employer will continue to provide employees when and where available with incentives such as Cancer Council Skin Checks, and Health on the Move (based on numbers and on individual application only) from visiting practitioners to Exmouth for Local Governments.

7.11.5 Financial Guidance

During the life of the Agreement, the Employer will continue to provide employees when and where available with incentives such as Superannuation Information Sessions with LGSP representatives visiting Exmouth.

8. Leave and Public Holidays

8.1 Annual Leave

8.1.1 What Annual Leave provisions do I receive?

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

8.1.2 Do I need to provide notice that I intent to take Annual Leave?

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

8.1.3 When can I take accrued Annual Leave?

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

8.1.4 Can I be requested to take Annual Leave?

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

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

8.1.5 How may I take my Annual Leave?

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

8.1.6 Can I have my accrued Annual Leave paid out?

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

Employees who wish to cash out annual leave must complete the election form in Schedule 6. Cashed out annual leave will be paid at the rate of pay that the employee receives at the time when the election is made.

8.1.7 Can I Take Unpaid Leave?

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

8.1.8 Will I Receive Annual Leave Loading?

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

8.2 Personal Leave

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

- Due to personal illness or injury (sick leave); and
- For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave).

8.2.1 What Personal Leave provisions do I receive?

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

8.2.2 What notice must I provide when taking Personal Leave?

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

8.2.3 Am I required to provide any evidence when taking Personal Leave?

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

8.2.4 What is acceptable medical advice?

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

8.2.5 What happens if I have exhausted my Personal Leave and require additional leave?

If the employee exhausts their paid personal leave, the employee may request to take unpaid leave for purposes of personal illness or injury or for providing care to an immediate family member who is ill, injured or in order to assist with an unexpected emergency for a period up to twelve (12) months.

8.2.6 What happens to my unused Personal Leave upon ceasing employment?

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

8.3 Bereavement Leave

In the event of the death or serious illness posing a threat to the life of a member of the employee's immediate family or household or person who may be deemed to be a member of the family, the employee may access up to five (5) days of paid bereavement leave non accumulative on each occasion.

8.3.1 Am I required to provide any evidence when taking Bereavement Leave?

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

8.4 Parental Leave

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

8.4.1 Who is eligible for Parental Leave?

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

An 'eligible casual employee' means a casual employee:

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

8.4.2 What Parental Leave provisions do I receive?

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

8.4.3 Do I receive Paid Maternity Leave?

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

8.4.4 What employee requirements are there for Maternity Leave?

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

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

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

8.4.5 What employee requirements are there for Special Maternity Leave?

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

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

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

8.4.6 What employee requirements are there for Paternity Leave?

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

8.4.7 What employee requirements are there for Adoption leave?

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

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

- the employee is seeking adoption leave to become the primary care-giver of the child;
- particulars of any period of adoption leave sought or taken by the employee's spouse; and

- that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

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

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

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

8.4.8 What happens upon my return to work?

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

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

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

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

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

8.5 Public Holidays

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

- New Year's Day (1 January)
- Australia Day (26 January)
- Labour Day (March)
- Good Friday
- Easter Monday
- Anzac Day (25 April)
- WA Day (June)
- Queen's Birthday (October 1) - Date may be varied to suit local festivities
- Christmas Day (25 December)
- Boxing Day (26 December)

8.6 Long Service Leave

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

8.6.1 When can I take my Long Service Leave?

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

8.7 Jury Service

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

8.8 What Community Services Leave am I entitled to?

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

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

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

8.9 Military Leave

Upon application to Council for Defence Force Reserve Training Leave and subject to work commitments, an employee may be granted up to two weeks leave per annum. The employee shall be paid by the Council the difference between 14 days (or number of relevant days) “Reservist Pay” paid by the government and the employee’s Council fortnightly (or number of relevant days) ordinary rate of pay, to ensure the employee is not financially worse off for attending Defence Force Reserve Training.

9. Employment Cessations and Suspensions

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

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

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

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

9.2 Can the notice period be waived by either party?

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

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

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

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

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

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

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

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

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

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

9.5 What happens if my position becomes redundant?

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

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

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

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

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

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

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

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

9.8 Can I be suspended from duty?

If at any time the employee is charged with any criminal offence, or in such other serious matter the employer may suspend the employee from duty on full pay while the matter is being investigated, if deemed necessary by the employer.

10. What Individual Flexibility Arrangements Are Available?

- 10.1** The Shire and the employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 10.1.1** the agreement deals with one or more of the following matters:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
- 10.1.1** the arrangement meets the genuine needs of the Parties in relation to one or more of the prescribed matters; and
- 10.1.2** the arrangement is genuinely agreed to by the Parties.
- 10.2** The Shire must ensure that the terms of the individual flexibility arrangement:
- 10.2.1** are about permitted matters under the Fair Work Act 2009; and
- 10.2.2** are not unlawful terms under the Fair Work Act 2009; and
- 10.2.3** result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.3** The Shire must ensure that the individual flexibility arrangement:
- 10.3.1** is in writing; and
- 10.3.2** includes the name of the Parties; and
- 10.3.3** is signed by the Parties and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 10.3.4** includes details of:
- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of his or her Employment as a result of the arrangement; and
- 10.3.5** states the day on which the arrangement commences.
- 10.4** The Shire must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5** The Parties may terminate the individual flexibility arrangement:
- 10.5.1** by giving no more than 28 days written notice to the other party to the arrangement; or
- 10.5.2** if the Parties agree in writing at any time.

11. What Dispute Settlement Procedure is in Place to cover issues arising from this Agreement?

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

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

- 11.1** A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 11.2** The parties are committed to adhering to the following dispute settlement steps within the described timeframes or other such period agreed between the parties:
- 11.2.1** The employee/s and their representative shall discuss the matter with the immediate supervisor/manager. Where the matter cannot be satisfactorily resolved the supervisor shall within 3 working days, either party may refer the matter to their respective Executive Manager with the employee/s being advised accordingly.
- 11.2.2** The Executive Manager will respond to the matter raised within 3 working days of it being referred. If the Executive Manager is unable to resolve the matter it shall be referred to the Chief Executive Officer and the employee/s advised accordingly.
- 11.2.3** The Chief Executive Officer will respond to the matter raised within 4 working days of it being referred.
- 11.2.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 11.3** Fair Work Australia may deal with the dispute in 2 stages:
- 11.3.1** Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 11.3.2** If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
- arbitrate the dispute; and
 - make a determination that is binding on the parties.
- 11.4** It is a term of this agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.
- 11.4.1** Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded. Information and documents in relation to dispute resolution are to be kept confidential between the parties to the dispute. Information may only be disclosed if it is to be used within the dispute resolution process, or if both parties consent, or if disclosure is required or permitted by law.
- 11.4.2** Nothing in this Clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than Fair Work Australia or resolution, in which case the parties agree to be bound by any recommendations to resolve the dispute made by the agreed person or body.

12. What Consultation on Major Change Will the Organisation Undertake?

Consultation term

- 12.1** This term applies if:
- 12.1.1** the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 12.1.2** the change is likely to have a significant effect on employees of the enterprise.
- 12.2** The employer must notify the relevant employees of the decision to introduce the major change.
- 12.3** The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.4** If:
- 12.4.1** a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 12.4.2** the employee or employees advise the employer of the identity of the representative;
 - 12.4.3** the employer must recognise the representative.
- 12.5** As soon as practicable after making its decision, the employer must:
- 12.5.1** discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 12.5.2** for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 12.6** However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.7** The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.8** If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses (2), (3) and (5) are taken not to apply.
- 12.9** In this term, a major change is *likely to have a significant effect on employees* if it results in:
- 12.9.1** the termination of the employment of employees; or
 - 12.9.2** major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- 12.9.3** the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 12.9.4** the alteration of hours of work; or
 - 12.9.5** the need to retrain employees; or
 - 12.9.6** the need to relocate employees to another workplace; or
 - 12.9.7** the restructuring of jobs.
- 12.10** In this term, *relevant employees* means the employees who may be affected by the major change.



Schedule A – Classification Levels/Bands and Related Salary Scales

Level	2014/15	2015/16	2016/17
Trainee	In line with LG Industry Award 2010 Schedule E	In line with LG Industry Award 2010 Schedule E	In line with LG Industry Award 2010 Schedule E
1	34,750	36,500	38,250
2	37,250	39,000	40,750
3	39,750	41,500	43,250
4	40,750	42,500	44,250
5	41,750	43,500	45,250
6	44,750	46,500	48,250
7	47,750	49,500	51,250
8	54,750	56,500	58,250
9	57,750	59,500	61,250
10	61,750	63,500	65,250
11	64,750	66,500	68,250

NB: In accordance with clause 7.5 salary increases will be effective from 1 July of the calendar year until and including July 2016.



Appendix 1 – Administrative Personnel Conditions

Who

This appendix applies to staff that are employed within Administrative office of the Council operations and include Water Sampling.

Ordinary Working Hours

All fulltime (with exception to Centrelink Personnel) are entitled to a 9 day fortnight or 19 day month RDO arrangement providing sufficient staff are available to cover; the RDO is a designated day (on a rotational basis) and by agreement with Executive Manager. Part-time staff by arrangement.

Time in Lieu and overtime are applicable (with exception to Centrelink personnel); if agreed in advance with the Executive Manager.

Corporate Services Administration Personnel

Whilst the span of ordinary working hours for this area is 6.00am to 6.00pm Monday to Friday the personnel core hours are 7.30am to 4.30pm (1/2 hour lunch break) Monday to Friday as definable within the Position Description or by flexible agreement with the relevant Executive Manager. Current operating hours for the Maidstone Crescent Office are 8.00am to 4.00pm Monday to Friday and determined annually by the CEO.

Engineering Services Administration Personnel

In accordance Engineering personnel (Appendix 2).

Centrelink Personnel

Whilst the span of ordinary working hours for this area is 6.00am to 6.00pm Monday to Friday the personnel core work hours and Centrelink operating times are by negotiation as definable within the Position Description and subject to change with notice depending on funding allocation and funding availability.

Additional Conditions & Allowances

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



Appendix 2 – Engineering Personnel Conditions

Who

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

Ordinary Working Hours

Whilst the span of ordinary working hours for this area is 5.00am to 6.00pm Monday to Friday the current operating hours and core hours of ordinary work are definable within the Position Description generally covering:

Winter Roster – 7.00am to 3.30pm Monday to Friday (Pay Thursday 3.00pm finish)

Summer Roster - 6.30am to 3.00pm Monday to Friday (Pay Thursday 2.30pm finish)

All fulltime staff are entitled to a 9 day fortnight or 19 day month RDO arrangement providing the RDO is a designated day (on a rotational basis) and by agreement with Executive Manager.

Time in Lieu and overtime are applicable; if agreed in advance with the Executive Manager.

Additional Conditions & Allowances

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



Appendix 3 – Recreation, Aquatic and Community Services Personnel Conditions

Who: Includes a persons employed whose role it is to initiate, coordinate, encourage, promote or conduct recreational, cultural and community development activities within a community and will include such functions as Recreation Centre, Library, Ningaloo Centre and Swimming Pool employees and Community Development Officers (CDO).

Ordinary Working Hours:

Swimming Pool

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

Community Development/Curator

Whilst the span of ordinary hours for this area is from 5.00am - 10.00pm Monday to Sunday the personnel core hours of 8.00am - 4:30pm during Monday to Friday (1/2 hour lunch break); where the majority of time will be spent.

Time in Lieu and overtime are applicable; if agreed in advance with the Executive Manager. Full-time Employees are entitled to a 9 day fortnight or 19 day month Rostered Day Off (RDO) providing sufficient staff are available to cover; the RDO is a designated day (on a rotational basis) and by agreement with Executive Manager. RDO for part-time personnel may be by arrangement.

Library

Whilst the span of ordinary hours for this area is from 5:00am - 10.00pm Monday to Sunday the working hours of the Shire Library personnel are definable within the Position Description. The current operating hours (general opening times subject to change by the Executive Manager) as follows:

- Monday, Tuesday & Thursday: 8:00am - 4:30pm (1/2 hour lunch break)
- Wednesdays: 8.00am to 12.00 & 3.00pm to 6.00pm
- Saturday 9.00am – 12.00 noon.

Library Co-ordinator is expected to work Monday – Friday although the Library is closed every Friday.

A 9 day fortnight or 19 day month RDO arrangement will apply for the Library Co-ordinator only; providing sufficient staff are available to cover and by agreement with Executive Manager; RDO for part-time personnel will be by arrangement.

Other Ningaloo Centre Personnel:

The hours of duty worked by Ningaloo Centre personnel not denoted above will be definable within the Position Description generally spanning between 5.00am - 10.00pm Monday to Sunday. There are core hours of 8.00am - 4:30pm during Monday to Friday (1/2 hour lunch break); where the majority of time will be spent and as determined by the Executive Manager.

Additional Conditions & Allowances:

Uniform Allowance As per Council policy as varied from time to time
Pool Duty Phone A allowance in accordance with Health Department Procedures



Appendix 4 – Ranger & Emergency Services Personnel Conditions

Who

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

Ordinary Working Hours

Whilst the span of ordinary hours for this area is from 5.00am - 10.00pm Monday to Sunday, Ranger and Emergency Services personnel hours fluctuate therefore operate a weekly roster spanning between the span of hours to carry out duties for the position which are definable within the Position Description. Personnel are entitled to a 30 minute unpaid lunch break.

The hours will be worked according to optimum program delivery, seasonal demand and major events which means that weekend and evening work will be required regularly.

Any overtime must be approved by the Executive Manager prior to undertaking the additional hours.

All fulltime personnel are entitled to a 9 day fortnight or 19 day month RDO arrangement providing sufficient staff are available to cover; the RDO is a designated day (on a rotational basis); and by agreement with Executive Manager. RDO for part-time personnel will be by arrangement.

Additional Conditions & Allowances

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

Transport Where an Employee undertaking ranger duties location of work is directed by the Employer to be in the field and they are not required to attend the office at the commencement of their shift the Employee is allowed to commence work at the time they leave their private residence. This only accounts for when the employee is in the field not working from or in the office location outlined in their employment contract.



Appendix 5 – Airport Personnel Conditions

Who

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

Ordinary Working Hours

The span of hours for this area is 5.00am to 10.00pm Monday to Sunday with personnel in this area working a pre-approved rotational fortnightly roster in consultation with the Manager/Coordinator that suits the operational needs of the Airports with core hours in the span of hours for this area.

In consultation with the employees the roster may be changed to suit the needs of the incoming aircraft and safety requirements.

RDO arrangements in general do not pertain to part-time personnel in this area. Arrangements for fulltime personnel for RDO will be agreed upon with the Executive Manager and will not impede on operations or incur extra costs to the Shire.

Additional Conditions & Allowances

Uniform Allowance: As per Council Policy as varied from time to time



Appendix 6 – Waste Site, Sanitation and Community Amenities Personnel Conditions

Who

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

Ordinary Working Hours

Waste Site and Recycling Centre/s

Whilst the span of ordinary hours is from 5.00am – 10.00pm Monday to Sunday, the current core hours of waste site are 7:30am - 4:30pm (1/2 hour lunch break) Monday – Friday; and 7:30 - 1:00pm Saturday, Sunday and most Public Holidays.

Days and hours of operation of the above may vary subject to Management and/or Council decisions.

All fulltime personnel (with exception to Recycling Centre personnel) are entitled to a 9 day fortnight or 19 day month RDO arrangement providing sufficient staff are available to cover; the RDO is a designated day (on a rotational basis); and by agreement with Executive Manager. RDO for part-time personnel will be by arrangement.

Public Amenities

Whilst the span of ordinary hours for this area is from 5.00am - 10.00pm Monday to Sunday the personnel core hours are definable within the Position Description or by flexible agreement with the relevant Executive Manager being generally 5.30am - 2:30pm during Monday to Friday (1/2 hour lunch break); 7:30 - 1:00pm Saturday and most Public Holidays; 8.00am to 12.00 Sunday is where the majority of time will be spent.

Days and hours of operation of the above may vary subject to Management requirements.

All fulltime personnel are entitled to a 9 day fortnight or 19 day month RDO arrangement providing sufficient staff are available to cover; the RDO is a designated day (on a rotational basis); and by agreement with Executive Manager. RDO for part-time personnel will be by arrangement.

Additional Conditions & Allowances

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



Agreement to Cash out Annual Leave

I and CEO of the Shire of Exmouth agree that the employee may cash out (be paid for) day/s of their current annual leave entitlement for this one occasion.

In entering into this agreement the employee acknowledges that:

- In electing to cash out a portion of my annual leave, I give up my entitlements to take that amount of annual leave as leave;
- My employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance;
- I must retain an entitlement to at least four weeks paid annual leave (or the equivalent proportionate entitlement for part-time employees);
- The rate of pay at which my cashed out annual leave will be paid to me will be at least the full amount that would have been payable had the annual leave been taken;
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash out a portion of my annual leave entitlement.

Employee signature: Date:

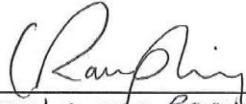
Employer (CEO) signature: Date:

Signatories

This Collective Agreement has been adopted for final approval by the Council of the Shire of Exmouth at the Special Council meeting held on 21 August 2014 and endorsed by the employees of Council by majority vote.



Officers Name: Bill Price
Title: Chief Executive Officer



Officers Name: Lauren Rampling
Title: Community Development Officer



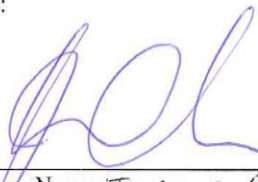
Officers Name: David George
Title: Compliance & Emergency Services Coordinator



Officers Name: Andrew Froome
Title:



Officers Name: Jeffery Nelson
Title:



Officers Name: Joanne Gordon
Title: Works Coordinator



Officers Name: Sara Bailey
Title: Finance Officer

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) 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
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (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 employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) 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).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

DECISION



Fair Work Act 2009
s.185—Enterprise agreement

Shire of Exmouth
(AG2014/7337)

SHIRE OF EXMOUTH 'ALL OF STAFF' COLLECTIVE AGREEMENT 2014

Local government administration

COMMISSIONER WILLIAMS

PERTH, 15 OCTOBER 2014

Application for approval of the Shire of Exmouth 'All of Staff' Collective Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Shire of Exmouth 'All of Staff' Collective Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Shire of Exmouth. The Agreement is a single-enterprise agreement.

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

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

[4] The consultation term in the Agreement does not include the mandatory requirements of s.205 of the Act that the employer consult employees about a change to their regular roster or ordinary hours of work, and

- provides information to the employees about the change; and
- invites the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- considers any views given by the employees about the impact of the change; and
- allows for the representation of those employees for the purposes of that consultation.

Consequently pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009*¹ is taken to be a term of the Agreement.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 October 2014. The nominal expiry date of the Agreement is 30 June 2017.

COMMISSIONER

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¹ Section 2.09 and Schedule 2.2 of the *Fair Work Regulations 2009*