

SHIRE OF EXMOUTH INDUSTRIAL AGREEMENT 2025

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	SHIRE OF EXMOUTH, WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION OF EMPLOYEES (WASU)	APPLICANT
	-v-	
	(NOT APPLICABLE)	RESPONDENT
CORAM	SENIOR COMMISSIONER R COSENTINO	
DATE	WEDNESDAY, 10 SEPTEMBER 2025	
FILE NO/S	AG 62 OF 2025	
CITATION NO.	2025 WAIRC 00772	

Result	Agreement registered
Representation	
First Applicant	Shire of Exmouth
Second Applicant	Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU)

Order

WHEREAS this is an application pursuant to s 41 of the *Industrial Relations Act 1979* (WA) to register an industrial agreement;


AND WHEREAS I, the undersigned, am satisfied that the agreement meets the requirements of the Act for registration and that it should be registered;

AND WHEREAS the parties consent to this application for registration of the industrial agreement being determined on the papers;

NOW THEREFORE, the Commission, pursuant to the powers conferred under the Act, hereby orders –

THAT the agreement made between the parties filed in the Registry of the Commission on 28 August 2025, as amended, entitled *Shire of Exmouth Industrial Agreement 2025* attached hereto, be registered as an industrial agreement with effect from the first full pay period commencing after the date of this order (**Commencement**), which is in substitution

for the *Shire of Exmouth Enterprise Agreement 2017* which by operation of s 41(8) of the Act is cancelled upon Commencement.

 (Sgd.) R. COSENTINO

SENIOR COMMISSIONER R COSENTINO



Shire of Exmouth Industrial Agreement 2025

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PART 1 – Application and operation

1 Title

- 1.1 This agreement shall be known as the Shire of Exmouth Industrial Agreement 2025 (**Agreement**).
- 1.2 The Agreement is made, and is to be registered, in substitution for the Shire of Exmouth Enterprise Agreement 2017.

2 Duration and area of operation

- 2.1 The Agreement will commence operation from the first full pay period after the date of its registration by the WAIRC (**Commencement Date**).
- 2.2 Between the date of registration and the Commencement Date the Shire of Exmouth Enterprise Agreement 2017 will continue to apply.
- 2.3 The nominal expiry date of this Agreement is 30 June 2028.
- 2.4 The Agreement will continue to operate after its nominal expiry date until replaced.
- 2.5 The Parties agree that for the life of this Agreement there will be no further claims made by one Party against another. This Agreement may, however, be varied at any time during the life of this Agreement in accordance with the IR Act.
- 2.6 This Agreement applies in the state of Western Australia.
- 2.7 No less than 6 months prior to the nominal expiry date the Parties will commence discussions regarding a replacement Agreement.

3 Parties and scope

- 3.1 The parties to the Agreement are:
 - 3.1.1 the Shire of Exmouth (the **Employer**); and
 - 3.1.2 Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU) (the **Union**),(together, the **Parties**).
- 3.2 The Agreement applies to employees of the Employer excluding the executive leadership team, comprising the Chief Executive Officer, Chief Officers and Executive Managers.
- 3.3 It is estimated that upon registration 90 Employees will be bound by this Agreement.

4 Relationship to State Award and MCE Act

- 4.1 The Agreement is a standalone document and:
 - 4.1.1 replaces in its entirety the Shire of Exmouth Enterprise Agreement 2017; and
 - 4.1.2 applies to the exclusion of the Municipal Employees' (Western Australia) Award 2021, the Local Government Officers (Western Australia) Award 2021 and any other award made under the IR Act (**Award**) that otherwise extends to and binds the Employees and Employer to whom this Agreement applies.
- 4.2 To the extent that any Award provides for an entitlement that is different to, or not otherwise referred to, in this Agreement (including where this Agreement is silent on a matter provided for in the Award), the Award entitlement will be inconsistent with this Agreement, this Agreement will prevail, and the Award will not apply.
- 4.3 This Agreement is to be read and interpreted in conjunction with the MCE Act. Where there is an inconsistency between this Agreement and the minimum conditions of employment (**MCE**) as defined by the MCE Act, and the MCE provides a greater benefit to Employees, the MCE Act provision will apply to the extent of the inconsistency.

5 Definitions

- 5.1 **Administrative Personnel** includes an Employee employed within the administrative offices of the Shire operations, and includes Employees engaged in planning, health and building.
- 5.2 **Aviation Personnel** includes an Employee employed to provide operational and security services at Shire owned and/or operated airports, heliport, aerodrome and aviation related services.
- 5.3 **Employee** means an employee of the Employer to whom this Agreement applies.
- 5.4 **Engineering Services Personnel** includes:
 - 5.4.1 Road and Park & Gardens personnel is an Employee employed to maintain Shire owned assets including roads, parks and gardens.
 - 5.4.2 Other Engineering Services personnel includes an Employee employed to provide support within the department and may include mechanical, building maintenance and other trades.
- 5.5 **IR Act** means the *Industrial Relations Act 1979* (WA), as amended or replaced.

- 5.6 **MCE Act** means the *Minimum Conditions of Employment Act 1993* (WA), as amended or replaced.
- 5.7 **Member of the Employee's family or household** has the meaning given in section 3 of the MCE Act.
- 5.8 **Minimum Hourly Rate** of an Employee is the minimum hourly rate of pay specified in clause 9, for the Employee's classification.
- 5.9 **NES** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth), as amended or replaced.
- 5.10 **Ranger & Emergency Services Personnel** includes an Employee employed to patrol, within the geographical confines of the Shire, for the purpose of watching, protecting or inspecting all property belonging to the Shire and/or to enforce one or more of the Shire's By-laws or any Acts of Parliament which the Shire is empowered to enforce.
- 5.11 **Recreation, Aquatic and Community, Library Cultural/Tourism Service Personnel** includes:
- 5.11.1 An Employee whose role it is to coordinate, promote or conduct aquatic activities and includes Employees who perform work at the swimming pool and Spray Park.
- 5.11.2 An Employee whose role it is to coordinate, promote or conduct community/cultural development activities within a community and will include such functions as the library and event management. Includes the provision of tourism and hospitality services such as visitor services and all activities associated with coordination and promotion of the Ningaloo Centre, exhibits, galleries and the aquarium.
- 5.12 **WAIRC** means the Western Australian Industrial Relations Commission.
- 5.13 **Waste Site and Sanitation Amenities Personnel** includes a person employed to provide operational services for the Shire owned public amenities and waste and recycling centres.

PART 2 – Types of employment and related matters

6 Employment categories

- 6.1 Employees will be employed in one of the following categories:
- 6.1.1 full-time;
- 6.1.2 part-time; or
- 6.1.3 casual.

- 6.2 At the time of engagement, the Employer will inform an Employee of the terms of their engagement and in particular whether they are full-time, part-time or casual.
- 6.3 Nothing in this clause prevents an individual person being engaged in more than one position and those positions may be a different category.
- 6.4 Full-time Employees
- 6.4.1 A full-time Employee is an Employee engaged to work an average of 38 ordinary hours per week, plus reasonable additional hours as required from time to time.
- 6.5 Part-time Employee
- 6.5.1 A part-time Employee is an Employee who:
- (a) works less than an average of 38 ordinary hours per week;
 - (b) receives, on a pro rata basis, pay and conditions equivalent to those of a full-time Employee who does the same kind of work.
- 6.5.2 At the time of engagement, the Employer will inform the part-time Employee of the average number of ordinary hours of work per week.
- 6.5.3 By agreement in writing the Employer and part-time Employee may vary the agreed hours of work and designated work days.
- 6.5.4 A part-time Employee may agree to work up to an average of 38 ordinary hours per week at the Minimum Hourly Rate (**Additional Hours**) provided the agreement is entered into without duress.
- 6.5.5 Additional Hours may only be worked by an Employee at the direction and pre-approval of the Employer.
- 6.5.6 A part-time Employee and the Employer may agree to the Employee taking time off instead of being paid for Additional Hours worked (time in lieu). Time in lieu will be on an hour-for-hour basis.
- 6.6 Casual
- 6.6.1 A casual Employee is an Employee who is engaged and paid as such but does not include full-time or part-time Employees.
- 6.6.2 Casual Employees are only paid for hours actually worked.
- 6.6.3 Casual Employees may be engaged on a casual basis for an unlimited number of times, however, the Employer provides no guarantee of ongoing work.

6.6.4 Casual loading

- (a) A casual Employee will be paid an additional loading of 25% of the Minimum Hourly Rate for the classification of work in which they are employed for every ordinary hour worked (**Casual Loading**).
- (b) Penalties, including public holiday penalties and overtime, for casual Employees will be calculated on the Minimum Hourly Rate for the classification in which they are employed exclusive of the Casual Loading.
- (c) A casual Employee will not receive Casual Loading when working overtime nor on a public holiday.

6.6.5 Casual Employees are not entitled to leave (whether paid or unpaid) unless expressly provided otherwise. A casual Employee will only be entitled to payment on a public holiday if they actually work on a public holiday.

6.6.6 A casual Employee may be entitled to long service leave in accordance with *Local Government (Long Service Leave) Regulations 2024* (WA).

6.6.7 The services of a casual Employee may be terminated by a minimum of one hour's notice given by either Employer or casual Employee. The Employer may, instead of giving notice, pay the casual Employee one hour's wages in lieu of notice by the Employer.

6.6.8 Casual conversion

- (a) A casual Employee who:
 - has been with the Employer for at least 12 consecutive months;
 - has been working a regular pattern of hours on an ongoing basis for at least 6 months and could continue working these hours as a full-time or part-time Employee without significant changes; and
 - in the last 12 months has not refused an offer of part-time or full-time employment nor had a previous request been refused by the Employer,may request in writing that their engagement be converted from casual employment to part-time or full-time employment.

- (b) The Employer will respond to the request in writing and may refuse the request on reasonable grounds.

7 Probation

- 7.1 Unless the contract of employment provides otherwise, the employment of Employees, other than casual Employees, is subject to a probationary period of three months of service during which time the Employer will assess the Employee's performance, productivity and suitability for ongoing employment.
- 7.2 The Employer may extend the probationary period by a further three months prior to the conclusion of a probationary period.
- 7.3 During the probationary period either the Employer or the Employee may terminate the Employee's employment by giving one week's notice.
- 7.4 Existing part-time or full-time Employees who have been employed by the Employer for longer than 12 months will not recommence a probationary period if they change position.

Part 3 – Classification and minimum rates of pay

8 Classifications

- 8.1 All Employees will be classified according to the structure set out in Schedule A – Classification Definitions.
- 8.2 The Employer will inform Employees in writing of their level on commencement of employment and of any subsequent changes to their level.

9 Minimum Hourly Rate

- 9.1 Subject to clauses 9.2 to 9.6, the Employer must pay Employees the Minimum Hourly Rate applicable to the Employee's classification as shown in the table below for ordinary hours worked by the Employee.

Level	Minimum Hourly Rate prior to lodgement of this Agreement	Minimum Hourly Rate from Commencement Date (increase 4%)	Minimum Hourly Rate from the first full pay period after 1 July 2026 (increase 3%)	Minimum Hourly Rate from the first full pay period after 1 July 2027 (increase 3%)
1	\$31.19	\$32.44	\$33.41	\$34.41
2	\$32.66	\$33.97	\$34.99	\$36.03
3	\$34.13	\$35.50	\$36.56	\$37.66
4	\$34.72	\$36.11	\$37.19	\$38.31
5	\$35.31	\$36.72	\$37.82	\$38.96

Level	Minimum Hourly Rate prior to lodgement of this Agreement	Minimum Hourly Rate from Commencement Date (increase 4%)	Minimum Hourly Rate from the first full pay period after 1 July 2026 (increase 3%)	Minimum Hourly Rate from the first full pay period after 1 July 2027 (increase 3%)
6	\$37.07	\$38.55	\$39.71	\$40.90
7	\$38.84	\$40.39	\$41.61	\$42.85
8	\$42.96	\$44.68	\$46.02	\$47.40
9	\$44.72	\$46.51	\$47.90	\$49.34
10	\$47.08	\$48.96	\$50.43	\$51.95
11	\$48.84	\$50.79	\$52.32	\$53.89

9.2 Junior Employees

9.2.1 Junior Employees will be paid the following percentage of the Minimum Hourly Rate applicable to the Employee's classification:

Age of Employee	Percentage of wage rate to be paid
Under 17 years	60%
17 years	75%
18 years	100%

9.3 Apprentice rates

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

9.3.2 Apprentices will be paid the following percentage of the Minimum Hourly Rate for a level 4:

4 Year Term	%
First Year	45%
Second Year	60%
Third Year	75%
Fourth Year	90%
3 Year Term	%
First Year	45%
Second Year	70%
Third Year	90%

9.3.3 An adult apprentice must not be paid less than the minimum adult apprentice wage prescribed in the State Wage General Order, as

at the date of registration this is \$791.30 per week or \$20.83 per hour.

9.4 School based apprentices

9.4.1 For school-based apprentices, see Schedule D – School-based Apprentices.

9.5 National training wage

9.5.1 Trainees may be engaged by the Employer in accordance with the MCE Act and the State Wage General Order.

9.6 Supported wage system

9.6.1 For Employees who because of the effects of a disability are eligible for a supported wage, see Schedule E – Supported Wage System.

Part 4 – Hours of work and related matters

10 Ordinary hours and penalty rates

10.1 The ordinary hours of work for a full-time Employee are an average of 38 hours per week (not including unpaid meal breaks), worked as either:

10.1.1 38 ordinary hours per week;

10.1.2 76 ordinary hours per fortnight;

10.1.3 114 ordinary hours over three weeks;

10.1.4 152 ordinary hours over four weeks.

10.2 The ordinary hours of work for a part-time Employee or casual Employee will be in accordance with clause 6.5 and clause 6.6, respectively.

10.3 Schedule B summarises by work area for full-time and part-time Employees and Schedule C summarises by work area for casual Employees the following:

10.3.1 the days on which ordinary hours may be worked by an Employee;

10.3.2 which ordinary hours of work attract a penalty (this is by way of a percentage of the Minimum Hourly Rate).

10.4 Penalties and loadings are only paid on actual time worked. If more than one penalty applies, then only the highest one applies.

10.5 An Employee may work up to a maximum of 12 ordinary hours on any day/shift (excluding unpaid meal breaks).

10.6 Meal Breaks

- 10.6.1 An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes. However, in the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- 10.6.2 An Employee may be required to remain at their place of work during their meal break if a replacement Employee is not reasonably available. However, where the Employee is required to perform work during their meal break the Employee shall have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in the aggregate.

11 Rostering arrangements

- 11.1 It is recognised that in particular areas of the organisation including Aviation Personnel operational hours are subject to change. Rostered hours for Aviation Personnel will be managed by working to a pre-approved fortnightly roster based on operational requirements.
- 11.2 For all Employees, a roster can be altered by mutual consent at any time and where practicable may be altered by the Employer on seven days' notice. Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which the Employer has no control.

12 Rostered day off (RDO) arrangement

- 12.1 Full-time Employees in the following work areas are eligible to work a pattern that permits a rostered day off (RDO) as follows:

Work Area	RDO pattern
Administrative Personnel	19-day four-week cycle
Engineering Services Personnel – Indoor Personnel and includes Mechanical and Building Maintenance and other Trades	19-day four-week cycle
Engineering Services Personnel – Outdoor Personnel applies to Parks and Gardens, Irrigation and Civil Works	9-day fortnight
Recreational, Aquatic and Community, Library and Cultural/Tourism Services Personnel	19-day four-week cycle

Ranger & Emergency Services Personnel	19-day four-week cycle
Waste Site and Sanitation Amenities Personnel	19-day four-week cycle

- 12.2 Employees may also request to work an alternative work pattern to that stated in clause 12.1, which may or may not include an RDO. Such requests must be made in writing and will be considered by the Employer on a case-by-case basis, taking into account operational requirements, customer service needs, and the individual circumstances of the Employee. Approval of alternative work patterns is at the absolute discretion of the Employer and may be subject to conditions or limitations.
- 12.3 The scheduling of RDOs will be determined by the relevant leader having regard to customer service needs and operational requirements. Where a scheduled RDO needs to be changed, arrangements will be made with the affected Employee to access an alternate RDO.
- 12.4 If an accrued rostered day off falls on a public holiday as prescribed by the *Public and Bank Holidays Act 1972* (WA), another day will be substituted by written agreement.
- 12.5 Employees working an RDO arrangement may bank up to three RDOs for use during the Christmas/New Year period or other period by agreement. Banked RDOs must be used within the closure period unless otherwise agreed.
- 12.6 Where employment ends before a banked RDO is taken, the unused RDO(s) will be paid out at the Minimum Hourly Rate applicable at the time the RDO was accrued.

Part 5 – Overtime

13 Overtime

- 13.1 Overtime means work performed by an Employee at the direction and pre-approval of the Employer:
- 13.1.1 in excess of the Employee's ordinary hours:
- (a) in the case of full-time and part-time Employees this is as specified in clause 10.1;
 - (b) in the case of casual Employees, this is hours in excess of 76 ordinary hours per fortnight; or
- 13.1.2 on days other than ordinary working days:
- (a) in the case of full-time and part-time Employees this is as described in Schedule B;

(b) in the case of casual Employees, this is as described in Schedule C; or

13.1.3 in excess of 12 ordinary hours per day.

13.2 Payment for overtime

13.2.1 Except as otherwise provided, overtime will be paid at 150% of the Minimum Hourly Rate for the first two hours and 200% of the Minimum Hourly Rate after that.

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

13.2.3 The payment for overtime rates is calculated on the Employee's Minimum Hourly Rate.

13.2.4 Casual loading will not be paid for overtime hours worked.

13.2.5 In calculating overtime, each day's work stands alone.

13.2.6 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.

13.3 Time off instead of payment for overtime

13.3.1 The Employee and Employer may agree to the Employee taking time off instead of being paid for overtime that has been worked by the Employee (time in lieu). Time in lieu will be on an hour for hour basis unless otherwise agreed and approved by the Employer.

13.3.2 If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 13.3.1 applies has not been taken, the Employer will pay the Employee for the overtime at the overtime rate payable to the overtime when worked.

13.4 Call-back

13.4.1 An Employee will be deemed to be on a call-back if the Employee is recalled to work overtime after leaving the Employer's premises or worksite on the same day and without receiving prior notice of the requirement to work overtime before finishing work.

13.4.2 Employees will not be deemed to be on call-back where the Employee works overtime that is continuous with the Employee's ordinary hours.

13.4.3 Any Employee who is called back to work will be paid for a minimum of one hour's work at the appropriate overtime rate. Any

subsequent call-backs occurring within that hour of a call-back will not attract any additional payment.

13.4.4 An Employee working on a call-back will be paid the appropriate overtime rate from the time that such Employee departs for work.

13.4.5 This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

13.5 On-call

13.5.1 An Employee directed by the Employer to be available for duty outside of the Employee's ordinary working hours will be on-call.

13.5.2 An Employee on-call must be able to be contacted and immediately respond to a request to attend work.

13.5.3 Where an Employee is on-call the Employee will be paid an on-call allowance of \$50 per day (where a day is a 24-hour period).

13.5.4 Call-out

(a) An Employee 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.

(b) Actual time worked will be deemed to apply from the time the Employee leaves home.

13.5.5 Remote response

(a) An Employee who is in receipt of an on-call allowance and available to immediately:

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

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

(b) An Employee remotely responding will be required to maintain and provide to the Employer a time sheet of the length of time taken in dealing with each matter remotely

for each day commencing from the first remote response. The total overtime paid to an Employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

Part 6 – Allowances and related matters

14 Location Allowance

- 14.1 Employees who reside in the Shire of Exmouth and primarily work within the Shire of Exmouth shall be entitled to a location allowance in accordance with this clause (**Location Allowance**).
- 14.2 Full-time Employees shall be entitled to a weekly Location Allowance of \$38.50 per week. Part-time and casual Employees are entitled to a pro rata amount of the Location Allowance based on their ordinary hours of work.
- 14.3 The Location Allowance may be paid hourly as \$1.01 for every ordinary hour worked.
- 14.4 An Employee may request, in writing, not to receive a Location Allowance under this Agreement. If the Employer receives this request the Employee will cease to be entitled to the Location Allowance.
- 14.5 The value of the Location Allowance prescribed in clause 14.2 will increase in line with the amount listed in Schedule B for Exmouth of the Location Allowance General Order.

15 Housing allowance

- 15.1 The Employer intends to provide a housing allowance to Employees. The amount, eligibility criteria, and other conditions relating to the housing allowance will be outlined in a Housing Allowance Policy (or similar), which the Employer may develop, implement, and amend at its absolute discretion and at a time of its choosing.
- 15.2 Policies and procedures referred to in this Agreement, including the Housing Allowance Policy, are not incorporated into and do not form part of this Agreement.

16 Tool allowance

- 16.1 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 based on their ordinary hours of work.

- 16.2 This provision will not apply where the Employer provides the trades Employee or apprentice with the required tools or while an Employee is absent from work or on leave.

17 Camping allowance

- 17.1 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 \$35 per night.
- 17.2 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.

18 Motor vehicle allowance

- 18.1 An Employee required to use their own motor vehicle in or in connection with the performance of their duties will be paid an allowance for each kilometre of authorised travel at the rate described in clause 18.2.
- 18.2 The rate of the allowance under this clause is the same as the cents per kilometre method published by the Australian Tax Office. As at the date of this Agreement the rate is 88 cents per kilometre.
- 18.3 The Employer may require the Employee to record the full details of the travel requirements in a log book.

19 Adverse working conditions allowance

- 19.1 This clause applies to operational and trade Employees that are engaged in classification levels 1 to 6.
- 19.2 Eligible Employees will be paid an additional hourly allowance at the rate specified in clause 19.3 for all time worked by direction under adverse working conditions as defined in clause 19.4. The Employer will supply appropriate protective clothing and equipment for working in the particular adverse conditions.
- 19.3 An Employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:
- 19.3.1 Level 1 working conditions— 0.92 cents per hour; or
- 19.3.2 Level 2 working conditions—\$1.28 per hour.
- 19.4 Definition of adverse working conditions
- 19.4.1 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:

- (a) working in confined or cramped spaces;
- (b) working in wet places;
- (c) working in hot places where temperatures are artificially raised above 45 degrees Celsius;
- (d) working at heights above 5 metres from the ground or other stable surface, including on temporary structures;
- (e) working in dusty, muddy or dirty conditions;
- (f) cleaning of public toilets and animal shelters;
- (g) operating mechanical and pneumatic equipment;
- (h) removing or destroying dead animals;
- (i) handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- (j) 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;
- (k) collection, removal and/or disposal of non-putrescible waste;
- (l) collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- (m) fighting fires.

19.4.2 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:

- (a) clearing of sewer chokes;
- (b) maintenance, connections to and/or repair of sewerage equipment;

- (c) cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- (d) reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;
- (e) handling infected materials;
- (f) collection, removal and/or disposal of putrescible waste other than by mechanical means;
- (g) 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
- (h) engaging in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

19.5 The Employer may make an average payment equivalent to an agreed number of hours per week where the Employee is regularly required to work under adverse working conditions as defined in clause 19.4.

19.6 Adverse working conditions allowances are not payable during periods of leave.

20 Higher duties

20.1 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 Minimum Hourly Rate applicable to that higher level.

20.2 Subject to clauses 20.2.1 and 20.2.2, higher duties will not be paid when the relieving Employee is absent on leave or on a public holiday.

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

20.2.2 The amount of annual leave or personal/carer's leave that is paid at the higher Minimum Hourly Rate shall be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

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

Part 7 – Superannuation and related matters

21 Superannuation

- 21.1 Superannuation Guarantee: Superannuation contributions will be paid as required under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as varied from time to time.

22 Superannuation co-contribution:

- 22.1 Where an Employee makes a voluntary superannuation contribution via the Employer's payroll system then the Employer will also contribute to the Employee's superannuation in accordance with the relevant table in clause 22.2 or 22.3.
- 22.2 For Employees who commenced employment before 23 May 2019:

Employee voluntary contribution	Employer will contribute
5% or more	8%
4% or more but less than 5%	6%
3% or more but less than 4%	4%
2% or more but less than 3%	2%
1% or more but less than 2%	1%

- 22.3 For Employees who commenced employment on or after 23 May 2019:

Employee voluntary contribution	Employer will contribute
5% or more	5%
4% or more but less than 5%	4%
3% or more but less than 4%	3%
2% or more but less than 3%	2%
1% or more but less than 2%	1%

- 22.4 The Employer 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.

23 Superannuation fund

- 23.1 On commencing employment, the Employer will notify the Employee of their right to nominate a complying superannuation fund. Employees are permitted to nominate a complying super fund.
- 23.2 So far as the relevant legislation allows:
 - 23.2.1 The Employer and Employee will be bound by the Employee's nomination of a complying superannuation fund unless the Employee requests and the Employer agrees to change the superannuation fund.
 - 23.2.2 The Employer will not unreasonably refuse to agree to a change of complying superannuation fund requested by the Employee.
 - 23.2.3 If a default fund is to be used the default fund will be AWARE Super.

24 Salary sacrifice

- 24.1 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 Employer supports the utilisation of a salary sacrifice arrangement subject to the arrangement not being in breach of any taxation or other laws, there not being any increased cost to the Employer through the incurring of FBT.

Part 8 – Leave and public holidays

25 Paid annual leave

- 25.1 Annual leave is provided for in the MCE Act. This clause supplements or deals with matters incidental to the MCE Act provisions.
- 25.2 Full-time and part-time Employees are entitled to five weeks of paid annual leave in respect of each completed year of service in accordance with, and subject to the terms and conditions set out in the MCE Act.
- 25.3 Casual Employees are not entitled to annual leave.
- 25.4 A full-time and part-time Employee's entitlement to paid annual leave accrues pro rata on a weekly basis according to the Employee's ordinary hours of work and accumulates from year to year.
- 25.5 Annual leave may be taken, by mutual agreement between the Employer and the Employee, so as to ensure appropriate levels of staff are available and so that continuous and effective operation is maintained.
- 25.6 Where reasonably practicable Employees should provide 4 weeks' notice of their intention to take leave.

- 25.7 The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave.
- 25.8 Full-time and part-time Employees on annual leave will be paid for their ordinary hours of work at their Minimum Hourly Rate.

26 Annual shut down

- 26.1 The Employer may require an Employee to take annual leave as part of a Christmas/New Year shut down of its operations.

27 Excessive leave

- 27.1 An excessive leave balance is having more than 10 weeks of accrued and untaken annual leave.
- 27.2 Employees should take annual leave throughout the year and are to ensure that they do not have an excessive leave balance.

28 Cashing out annual leave

- 28.1 Paid annual leave may be cashed out in accordance with an agreement under this clause.
- 28.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- 28.3 The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- 28.4 An agreement under this clause must state:
- 28.4.1 the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - 28.4.2 the date on which the payment is to be made.
- 28.5 An agreement under this clause must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- 28.6 The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- 28.7 An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 28.8 The Employer must keep a copy of any agreement under this clause as an employee record.

29 Leave without pay

- 29.1 Employees are not automatically entitled to leave without pay.
- 29.2 Leave without pay may only be taken if the Employee has made the request in advance and has obtained written approval to take such leave from the Chief Executive Officer.
- 29.3 If an Employee takes leave without pay without prior written approval from the Chief Executive Officer, the absence will be deemed unauthorised and may be subject to disciplinary action.

30 Personal leave

- 30.1 Personal leave is provided for in the MCE Act. This clause supplements or deals with matters incidental to the MCE Act provisions.
- 30.2 An Employee may take personal leave if the Employee is unable to work as a result of:
 - 30.2.1 a personal illness, or personal injury, affecting the Employee; or
 - 30.2.2 to provide care or support to a member of the Employee's family or household, who requires care or support because of:
 - (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.

Paid personal leave

- 30.3 Full-time Employees are entitled to ten days (up to 76 hours) of paid personal leave in respect of each completed year of service in accordance with, and subject to the terms and conditions set out in the MCE Act.
- 30.4 Part-time Employees are entitled to a pro rata amount of paid personal leave based on their ordinary hours of work.
- 30.5 Casual Employees are not entitled to paid personal leave
- 30.6 A full-time and part-time Employee's entitlement to paid personal leave accrues pro rata on a weekly basis according to the Employee's ordinary hours of work and accumulates from year to year.
- 30.7 Full-time and part-time Employees on paid personal leave will be paid for their ordinary hours of work at their Minimum Hourly Rate.

Accessing paid personal leave for medical appointments

- 30.8 Full-time Employees may access up to four (4) hours of paid personal leave per financial year (pro rata for part-time Employees) to attend medical or allied health appointments that may not otherwise qualify for paid personal leave under the MCE Act.
- 30.9 Employees are expected to use their best endeavours to schedule such appointments outside of their ordinary working hours. However, the Employer recognises that it is not always possible or practicable to do so due to the nature of appointment availability and personal circumstances. This provision is intended to support Employee wellbeing while maintaining operational efficiency.
- 30.10 Use of this leave must be approved in advance and may be subject to reasonable evidence requirements.

Unpaid personal (carers) leave

- 30.11 If an Employee cannot take paid personal leave (for example, if they have exhausted their paid personal leave entitlement or they are a casual Employee), the Employee may take up to 2 days of unpaid personal leave for purposes of providing care or support to a member of the Employee's family or household, who requires care or support because of:
 - 30.11.1 a personal illness, or personal injury, affecting the member; or
 - 30.11.2 an unexpected emergency affecting the member.
- 30.12 In addition, a full-time or part-time Employee may request to take up to 12 months unpaid leave to care for an immediate family member who is ill, injured or in order to assist with an unexpected emergency.

Notice and evidence requirements

- 30.13 Notice requirements
 - 30.13.1 Where practical prior to the Employee's normal start time, the Employee must make all reasonable efforts to make direct contact with the Employer and advise of their absence.
 - 30.13.2 If the Employee cannot contact the Employer before the normal start time the Employee must give the Employer notice of the taking of personal leave as soon as practicable.
 - 30.13.3 The Employee must advise their Leader of the period, or expected period, of the leave.

30.14 Evidence requirements

30.14.1 An Employee must provide the Employer with reasonable evidence they are entitled to personal leave in the following circumstances:

- (a) where the Employer has requested that the Employee provide evidence; and/or
- (b) an Employee takes two (2) or more consecutive days of personal leave.

30.14.2 Reasonable evidence is evidence that would satisfy a reasonable person. Reasonable evidence for personal leave may include:

- (a) a medical certificate from a general practitioner;
- (b) a statutory declaration.

31 Medical Travel Leave

31.1 Full-time and part-time Employees who:

31.1.1 have successfully completed their probationary period;

31.1.2 reside in the Shire of Exmouth; and

31.1.3 primarily work within the Shire of Exmouth,

shall be entitled to medical travel leave in accordance with this clause **(Medical Travel Leave)**.

31.2 Full-time Employees shall be entitled to up to 6 days (up to 45.6 hours) paid Medical Travel Leave per financial year.

31.3 Part-time Employees are entitled to a pro rata amount of Medical Travel Leave based on their ordinary hours of work per financial year.

31.4 A full-time or part-time Employee may access Medical Travel Leave:

31.4.1 when they are required to travel outside the Shire of Exmouth in order to access medical care;

31.4.2 of no more than two days per return trip from and to the Shire of Exmouth;

31.4.3 in conjunction with personal leave; and

31.4.4 when they provide the Employer with reasonable notice and reasonable evidence.

31.5 An Employee may not access Medical Travel Leave when on unpaid leave.

- 31.6 Full-time and part-time Employees on Medical Travel Leave will be paid for their ordinary hours of work at their Minimum Hourly Rate.

32 Bereavement and compassionate leave

- 32.1 Casual Employees are entitled to bereavement leave in accordance with, and subject to the terms and conditions set out in the MCE Act. In summary, this entitlement is to up to two days of paid leave on the death of a member of the Employee's family or household.
- 32.2 Full-time and part-time Employees are entitled to five days of paid compassionate/bereavement leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household:
- 32.2.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 32.2.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 32.2.3 dies.
- 32.3 When an Employee qualifies for paid bereavement or compassionate leave in accordance with this clause an Employee will be paid for their ordinary hours of work at their Minimum Hourly Rate.
- 32.4 Nothing in this clause prevents an Employee from accessing paid personal leave, paid annual leave or any other time off acquired under this Agreement.
- 32.5 An Employee taking bereavement or compassionate leave must give the Employer notice as soon as they can and must tell the Employer the expected period of leave.
- 32.6 The Employer may request evidence that would satisfy a reasonable person about the reason for bereavement or compassionate leave which may include a death notice, funeral notice or statutory declaration. If evidence has been requested by the Employer and the Employee does not provide the evidence, then they may not access compassionate leave.

33 Family and domestic violence leave

- 33.1 The Employer recognises that Employees sometime face situations of violence or abuse in their personal life that may affect their attendance at work. The Employer is committed to providing support to staff that experience family and domestic violence.
- 33.2 The Employer will take steps to ensure information concerning any notice or evidence an Employee has given of the Employee taking family and domestic leave is treated confidentially, as far as it is reasonably practicable to do so.

33.3 An Employee (full-time, part-time and casual) may access:

33.3.1 up to 10 days paid family and domestic violence leave in accordance with the NES; and

33.3.2 up to 5 days unpaid family and domestic violence leave in accordance with the MCE Act.¹

34 Parental leave

34.1 Parental leave is provided for in the NES.

34.2 The Employer intends to provide paid parental leave to Employees. The amount, duration, eligibility criteria, and other conditions relating to paid parental leave will be outlined in a Paid Parental Leave Policy (or similar), which the Employer may develop, implement, and amend at its absolute discretion and at a time of its choosing.

34.3 Policies and procedures referred to in this Agreement, including the Paid Parental Leave Policy, are not incorporated into and do not form part of this Agreement.

35 Public holidays

35.1 Public holiday entitlements are provided for in the MCE Act. This clause supplements or deals with matters incidental to the MCE Act provisions.

35.2 The following outlines the key terms or terms which are incidental, ancillary or supplement the MCE Act.

35.2.1 An Employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday.

35.2.2 However, the Employer may request an Employee to work on a public holiday if the request is reasonable.

35.2.3 Public holidays in Western Australia include:

(a) New Year's Day.

(b) Australia Day.

(c) Labour Day.

(d) Good Friday.

¹ Information published by the WA Government on family and domestic violence leave can be found here: <https://www.wa.gov.au/organisation/private-sector-labour-relations/family-and-domestic-violence-leave>. The Fair Work Ombudsman has published a factsheet about family and domestic violence leave under the NES here: <https://www.fairwork.gov.au/sites/default/files/2023-02/family-and-domestic-violence-leave-fact-sheet-fs.pdf>.

- (e) Easter Sunday.
- (f) Easter Monday.
- (g) Anzac Day.
- (h) Western Australia Day.
- (i) Celebration Day for the Anniversary of the Birthday of the Reigning Sovereign.
- (j) Christmas Day.
- (k) Boxing Day.

35.2.4 If a full-time or part-time Employee:

- (a) is absent on a public holiday; and
- (b) would have ordinarily worked on that day but for it being a public holiday;² and
- (c) is not on a period of unpaid leave,

then they are entitled to be paid:

- (d) as if the Employee were required to work their ordinary hours on the public holiday; and
- (e) at the rate the Employee would have received as payment for those hours under this Agreement or contract of employment, whichever provides for the higher rate.

35.2.5 No penalty rate or allowance is required to be taken into account in determining any rate of pay for the purposes of clause 35.2.4(e).

35.3 Payment for working on a public holiday

35.3.1 Except as otherwise provided, where an Employee is required to work on a public holiday, they will be paid 250% of the Minimum Hourly Rate for the actual hours worked.

35.3.2 Casual loading will not be paid when a casual Employee is receiving public holiday rates.

² Note: for clarity if the Employee does not have ordinary hours of work on the public holiday, the Employee is not entitled to payment under this clause. For example, the Employee is not entitled to payment if the Employee is a casual Employee who is not rostered on for the public holiday, or is a full-time or part time Employee who does not work ordinary hours on the day of the week on which the public holiday occurs.

35.4 In accordance with the *Public and Bank Holidays Act 1972 (WA)*, when Australia Day (26 January) falls on a Saturday or Sunday, the public holiday will be on the following Monday. When 26 January falls on a weekend:

35.4.1 An Employee who works on 26 January will be paid the applicable weekend penalty rate (if any).

35.4.2 An Employee who works on the following Monday will be paid the public holiday rate.

36 Long service leave

36.1 Eligible Employees are entitled to long service leave in accordance with the *Local Government (Long Service Leave) Regulations 2024 (WA)*.

36.2 The *Local Government (Long Service Leave) Regulations 2024* provide Employees with 13 weeks of long service leave after completion of 10 years of reckonable service.

36.3 The following applies to Employees who have completed at least 5 years of reckonable service with the Employer:

36.3.1 An Employee who has completed at least 7 years of reckonable service of an accrual period may access long service leave in advance.

36.3.2 The amount of long service leave the Employee will be entitled to access in advance will be calculated at 1.3 weeks per completed year of reckonable service.

37 Other leave

37.1 Emergency management entitlement

37.1.1 An Employee who is absent from their employment because they are carrying out an emergency management response is entitled to be paid as per the *Emergency Management Act 2005 (WA)*.

37.1.2 For clarity, an Employee should seek approval from the Employer before attending to an emergency management response.

37.2 Jury service

37.2.1 An Employee is entitled to jury service leave in accordance with, and subject to the terms and conditions set out in, the *Juries Act 1957 (WA)* for the days and hours they are summonsed to attend court as a juror.

- 37.2.2 The Employee should request this leave as soon as practicable. The Employer may request a copy of the Attendance Record from the Employee as evidence of the entitlement.

37.3 Defence force training leave

- 37.3.1 Upon application and subject to work commitments, a full-time or part-time Employee who is a member of the Defence Force Reserves may be granted up to two weeks of Defence Force Training Leave per year.
- 37.3.2 The Employee shall be paid the difference between the “Reservist Pay” paid by the government and the Employee’s Minimum Hourly Rate for their ordinary hours of work for the relevant period, to ensure the Employee is not financially worse off for attending Defence Force Reserve Training.³
- 37.3.3 Paid Defence Force Training Leave does not apply to casual Employees.

PART 9 – Termination of employment and related matters

This part is to be read and interpreted in conjunction with the Termination, change and redundancy General Order 2005 WAIRC 01715 (**TCR Order**) and NES provisions that deal with notice of termination that apply to the Employer and the Employees by operation of Part 6-3 of the *Fair Work Act 2009* (Cth). Where there is an inconsistency between the Agreement and the TCR Order, and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

38 Termination of Employment

- 38.1 Unless otherwise provided, either the Employer or the Employee may terminate employment of the Employee at any time by giving the other the required period of notice specified in the table in clause 38.5 below.
- 38.2 The Employer may make payment in lieu of notice of at least the amount the Employer would have been liable to pay the Employee (or to another person on the Employee’s behalf) at the full rate of pay for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.
- 38.3 Nothing in this Agreement affects the Employer’s right to dismiss an Employee without notice for serious misconduct and if so dismissed the Employee shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

³ For clarity, paid leave is only provided where the “Reservist Pay” is less than the amount the Employee would have received for their ordinary hours of work.

38.4 If an Employee is on probation an Employee shall be entitled to one (1) week's notice of termination.

38.5 The period of notice referred to in clause 38.1:

Period of notice of termination	
Years of continuous service	Required Notice
No more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
Over 5 years	4 weeks

38.6 If an Employee is 45 years or older and has completed at least two years of continuous service, the Employer will provide the Employee with one additional week's notice. There is no requirement for the Employee to provide additional notice to the Employer based on the age of the Employee.

38.7 For clarity, notice does not apply to those Employees not entitled to notice under the NES, including:

38.7.1 an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;

38.7.2 an Employee whose employment is terminated because of serious misconduct;

38.7.3 a casual Employee;

38.7.4 an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

38.8 The following apply where an Employee resigns:

38.8.1 If an Employee who is at least 18 years old does not give the period of notice required, then the Employer may deduct from wages due to the Employee under this Agreement an amount that is not more than one week's wages for the Employee.

38.8.2 If the Employer has agreed in writing to a shorter period of notice than that required, then no deduction can be made under clause 38.8.1.

39 Redundancy and severance

39.1 This clause is to be read and interpreted in conjunction with the TCR Order. Where there is an inconsistency between the Agreement and the TCR Order, and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

39.2 Transfer to lower paid duties

39.2.1 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.

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

39.3 Severance pay

39.3.1 When severance pay is payable under the TCR Order then the Employee will be paid the following amount of severance pay in respect of a continuous period of service:

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

39.4 Employee leaving during notice period

39.4.1 An Employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice. However, in this circumstance that Employee will not be entitled to payment in lieu of notice.

- 39.5 For clarity, this clause does not apply to those exempted under the TCR Order, including:
- 39.5.1 where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - 39.5.2 to Employees with less than one year's service;
 - 39.5.3 to probationary Employees;
 - 39.5.4 to apprentices;
 - 39.5.5 to trainees;
 - 39.5.6 to Employees engaged for a specific period of time or for a specified task or tasks;
 - 39.5.7 to casual Employees.

40 Job search entitlement

- 40.1 During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.
- 40.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient

PART 10 – Suspension and stand down

41 Paid time away due to operational disruption

- 41.1 At the Employer's absolute discretion, Employees may be directed not to attend work due to operational disruptions or similar circumstances. The Employer may elect to continue paying full-time and part-time Employees for their ordinary hours of work at their Minimum Hourly Rate.
- 41.2 Where an Employee is directed not to attend work under clause 41.1, the Employee must remain ready, willing, and able to work during their normal work hours and attend work when called upon.
- 41.3 For clarity, clause 41.2 does not apply to Employees on authorised periods of leave.

42 Suspension on full pay

- 42.1 The Employer may suspend a full-time or part-time Employee from duty on pay while a matter or incident is being investigated.
- 42.2 If a casual Employee is suspended from duty the suspension will be unpaid.
- 42.3 Employees on paid suspension will be paid for their ordinary hours of work at their Minimum Hourly Rate.
- 42.4 Employees on paid suspension must remain ready, willing and able to work during their normal work hours. Employees that cannot work due to illness or injury during paid suspension should access personal leave.

43 Stand Down

- 43.1 The Employer may stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following circumstances:
 - 43.1.1 industrial action (other than industrial action organised or engaged in by the Employer); or
 - 43.1.2 a breakdown of machinery or equipment, if the Employer cannot reasonably be held responsible for the breakdown; or
 - 43.1.3 a stoppage of work for any cause for which the Employer cannot reasonably be held responsible.
- 43.2 If the Employer stands down an Employee during a period under the above, the Employer is not required to make payments to the Employee for that period.

Part 11 – Consultation and dispute resolution

44 Dealing with disputes

- 44.1 This clause sets out the procedure to be followed if a dispute arises about a matter under the Agreement.
- 44.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 44.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 44.4 If the dispute is not resolved through discussion as mentioned in clause 44.3, the parties to the dispute must then try to resolve it in a timely manner at the

workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.

44.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the WAIRC.

44.6 The WAIRC may deal with the dispute in 2 stages:

44.6.1 the WAIRC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

44.6.2 if the WAIRC is unable to resolve the dispute at the first stage, the WAIRC may then:

(a) arbitrate the dispute; and

(b) make a determination that is binding on the parties.

Note: If the WAIRC arbitrates the dispute, it may also use the powers that are available to it under the IR Act.

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

44.7.1 Employee(s) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

44.7.2 Employee(s) must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

(a) the work is not safe; or

(b) applicable occupational health and safety legislation would not permit the work to be performed; or

(c) the work is not appropriate for the Employee to perform; or

(d) there are other reasonable grounds for the Employee to refuse to comply with the direction.

44.8 The parties to the dispute agree to be bound by a decision made by the WAIRC in accordance with this term.

45 Dispute resolution and Union delegate training leave

- 45.1 An eligible Employee shall be entitled to a maximum of 5 days paid leave to attend courses which are specifically directed towards effective resolution of disputes regarding industrial matters under this Agreement and/or industrial issues which arise at the workplace.
- 45.2 Eligible Employees are only entitled to leave in accordance with this clause for accredited courses.
- 45.3 Such leave will be available to an individual eligible Employee once only during their employment. The Employer and eligible Employee may reach an agreement on any requests for refresher training.
- 45.4 For the purpose of this clause an accredited course means a Dispute Resolution Training Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training.
- 45.5 Nothing in this clause prevents the Employer and the eligible Employee from reaching agreement that such training can be provided by a Union or other accredited training provider(s). The Employer will not unreasonably withhold their agreement for an individual eligible Employee to attend a dispute resolution training course provided by a Union.
- 45.6 An eligible Employee is defined as a full-time or part-time Employee:
 - 45.6.1 who is a union delegate, who has been duly appointed by a Union and the Employer has been formally notified of that appointment; and
 - 45.6.2 who has completed 12 months' continuous service with the Employer.
- 45.7 An eligible Employee must comply with the following notice requirements:
 - 45.7.1 provide the Employer with at least 5 weeks' prior notice in writing of their request to attend a dispute resolution training course;
 - 45.7.2 outline details of the type, content, venue and duration of the course to be attended in the written notice provided in accordance with clause 45.7.1.
- 45.8 The Employer will consider a request for leave in accordance with this clause having regard to:
 - 45.8.1 the operational requirements of the Employer; and
 - 45.8.2 the capacity of the Employer to make adequate staffing arrangements among current Employees during the proposed period of leave.

- 45.9 The Employer must not unreasonably refuse to agree to a request by the eligible Employee to take dispute resolution or Union training leave.
- 45.10 The Employer will not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of the Minimum Hourly Rate for ordinary hours of work for such absence.
- 45.11 An eligible Employee will be required to provide the Employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.
- 45.12 Leave granted pursuant to this clause counts as service for all purposes of this Agreement.

46 Consultation about major workplace change

- 46.1 This clause is to be read and interpreted in conjunction with the TCR Order and the MCE Act.
- 46.2 If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must:
 - 46.2.1 give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
 - 46.2.2 discuss with affected Employees and their representatives (if any):
 - (a) the introduction of the changes; and
 - (b) their likely effect on Employees; and
 - (c) measures to avoid or reduce the adverse effects of the changes on Employees; and
 - 46.2.3 commence discussions as soon as practicable after a definite decision has been made.
 - 46.2.4 For the purposes of the discussion under clause 46.2.2, the Employer must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
 - (a) their nature; and
 - (b) their expected effect on Employees; and
 - (c) any other matters likely to affect Employees.
- 46.3 Clause 46.2.4 does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.

- 46.4 The Employer must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 46.2.2.
- 46.5 In this clause **significant effects** on Employees includes any of the following:
- 46.5.1 termination of employment; or
 - 46.5.2 major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
 - 46.5.3 loss of, or reduction in, job or promotion opportunities; or
 - 46.5.4 loss of, or reduction in, job tenure; or
 - 46.5.5 alteration of hours of work; or
 - 46.5.6 the need for Employees to be retrained or transferred to other work or locations; or
 - 46.5.7 job restructuring.
- 46.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 46.5, such alteration is taken not to have significant effect.
- 46.7 Where this Agreement provides that a decision may be made at the Employer's discretion or absolute discretion, the consultation obligations under this Agreement do not apply to that decision.

47 Consultation about changes to rosters or hours of work

- 47.1 This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an Employee, other than Aviation Personnel (see clause 11.1) and an Employee whose working hours are irregular, sporadic or unpredictable.
- 47.2 The Employer must consult with any Employees affected by the proposed change and their representatives (if any).
- 47.3 For the purpose of the consultation, the Employer must:
- 47.3.1 provide to the Employees and representatives mentioned in clause 47.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - 47.3.2 invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

- 47.4 The Employer must consider any views given under clause 47.3.2.
- 47.5 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

Part 12 – Other

48 Union induction

- 48.1 As part of the induction process for new Employees, a Union representative will be provided with an opportunity to present to new Employees for a duration of up to 20 minutes at a time agreed between the Union and the Employer.
- 48.2 Attendance at the Union presentation is voluntary, and Employees are free to choose whether or not to attend, in accordance with their right to freedom of association under the IR Act.
- 48.3 The Union representative may distribute written materials during the presentation. Such materials must not be offensive, discriminatory, or otherwise objectionable to the Employer.
- 48.4 The Employer may request to review and approve the content of any materials intended for distribution prior to the presentation, to ensure compliance with workplace standards and policies.
- 48.5 Employees will not be paid for attending the Union presentation if it occurs outside of their ordinary working hours. Casual Employees who are not rostered to work at the time of the presentation will not be rostered solely for the purpose of attending.

49 Secondary employment

- 49.1 Employees must disclose any secondary employment or external engagements, whether paid or unpaid (**Secondary Employment**).
- 49.2 Secondary Employment includes volunteer work, freelance activities, or any other professional or personal commitments that may intersect with or impact their employment with the Employer.
- 49.3 All Secondary Employment is subject to written approval from the Chief Executive Officer or their delegate. Approval may be granted, denied, or subject to conditions to ensure alignment with the Employer's operational requirements and to avoid any actual or perceived conflicts of interest, including but not limited to situations where Secondary Employment:
- 49.3.1 presents a conflict of interest with the Employee's role or the Employer's operations;
 - 49.3.2 undermines the Employee's capacity to perform their duties effectively;

- 49.3.3 interferes with the Employee's ability to be fit for work or consistently attend the workplace as required.
- 49.4 Approved Secondary Employment arrangements may be reviewed annually. The Employer reserves the right to revoke or amend approval.

50 Working from home

- 50.1 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.
- 50.2 Prior to the commencement of any arrangement, agreement is to be reached on:
 - 50.2.1 the provision and maintenance of equipment;
 - 50.2.2 security and occupational health and safety requirements;
 - 50.2.3 ongoing communication and contact with other team members; and
 - 50.2.4 arrangements for access by management of the home site.
- 50.3 The manager and Employee may vary the arrangements for home-based work at any time by mutual agreement. Home based work arrangements may be terminated at the discretion of the Employer. In addition, the arrangement may be terminated without notice if the Employee fails to comply with the agreed arrangements of home-based work.

51 Travel to work – designated work location

- 51.1 Employees will travel to and from their “designated work location” in their own time. The “designated work location” is the Employee's usual daily commencement location as described in their letter of offer or as directed by the Employer from time to time.

52 Timesheets

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

53 Health incentives

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

54 Paltridge Memorial Swimming Pool Pass

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

Schedule A – Classification Definitions

This Agreement structure consists of skill-based classifications defined according to the following skill descriptors. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

Level 1

- A.1. Level 1 covers entry level for operational employees with minimal experience and qualifications.
- A.1.1. **Authority and accountability:** Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
- A.1.2. **Judgment and problem solving:** Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
- A.1.3. **Specialist knowledge and skills:** Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.
- A.1.4. **Management skills:** Not required at this level.
- A.1.5. **Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.1.6. **Qualifications and experience:** An employee in this level will have commenced on-the-job training, which may include an induction course.

Level 2

- A.2. Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience.
- A.2.1. **Authority and accountability:** Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
- A.2.2. **Judgment and problem solving:** Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

- A.2.3. **Specialist knowledge and skills:** Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.
- A.2.4. **Management skills:** Not required at this level.
- A.2.5. **Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A.2.6. **Qualifications and experience:** Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

Level 3

- A.3. Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative employees.
 - A.3.1. **Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.
 - A.3.2. **Judgment and problem solving:** Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
 - A.3.3. **Specialist knowledge and skills:** Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
 - A.3.4. **Management skills:** Not required at this level.
 - A.3.5. **Interpersonal skills:** Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.
 - A.3.6. **Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

Level 4

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

- A.4.1. **Authority and accountability:** Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.
- A.4.2. **Judgment and problem solving:** The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.
- A.4.3. **Specialist knowledge and skills:** Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.
- A.4.4. **Management skills:** Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.
- A.4.5. **Interpersonal skills:** Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.
- A.4.6. **Qualifications and experience:** Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:
- a trade certificate or equivalent;
 - completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or
 - knowledge and skills gained through on-the-job training.

Level 5

- A.5. Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.
- A.5.1. **Authority and accountability:** The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.

- A.5.2. **Judgment and problem solving:** Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
- A.5.3. **Specialist knowledge and skills:** Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.
- A.5.4. **Management skills:** May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.
- A.5.5. **Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
- A.5.6. **Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:
- post-trade certificate and/or other post-secondary qualification below diploma or degree; or
 - extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

Level 6

- A.6. Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.
- A.6.1. **Authority and accountability:** May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A.6.2. **Judgment and problem solving:** Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

- A.6.3. **Specialist knowledge and skills:** Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A.6.4. **Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A.6.5. **Interpersonal skills:** Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A.6.6. **Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
- diploma or advanced diploma; or
 - appropriate in-house training or equivalent.

Level 7

- A.7. Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry level for graduate professional employees.
- A.7.1. **Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.
- A.7.2. **Judgment and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.
- A.7.3. **Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
- A.7.4. **Management skills:** Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.

- A.7.5. **Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A.7.6. **Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

Level 8

- A.8. Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.
- A.8.1. **Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A.8.2. **Judgment and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
- A.8.3. **Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A.8.4. **Management skills:** Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects involving employees in lower levels and other resources.
- A.8.5. **Interpersonal skills:** Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- A.8.6. **Qualifications and experience:** Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

Level 9

- A.9. Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.
- A.9.1. **Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.
- A.9.2. **Judgment and problem solving:** Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.
- A.9.3. **Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- A.9.4. **Management skills:** Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.
- A.9.5. **Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.
- A.9.6. **Qualifications and experience:** Employees will have a relevant degree or equivalent with extensive practical experience.

Level 10

- A.10. Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes senior managers who report to senior executive officers.
- A.10.1. **Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or

strategic direction of a department. May lead development and/or implementation of policy.

- A.10.2. **Judgment and problem solving:** Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.10.3. **Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A.10.4. **Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.10.5. **Interpersonal skills:** Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.
- A.10.6. **Qualifications and experience:** Employees require a relevant degree or equivalent and management experience.

Level 11

- A.11. Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.
- A.11.1. **Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
- A.11.2. **Judgment and problem solving:** Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A.11.3. **Specialist knowledge and skills:** Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.

- A.11.4. **Management skills:** Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A.11.5. **Interpersonal skills:** Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.
- A.11.6. **Qualifications and experience:** Positions require a relevant degree or equivalent and significant management experience.

Schedule B – Ordinary hours of work and penalty rates – full-time and part-time Employees

Work Area	Days ordinary hours may be worked	Ordinary hours that do not attract a penalty	Ordinary hours that attract a penalty		
			Weekday	Weekend ⁴	Public Holiday
Administrative Personnel	Monday to Friday	6am to 8pm Monday to Friday paid at 100%	Ordinary hours before 6am or after 8pm paid at 120%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%
Engineering Services Personnel - Indoor Personnel and includes Mechanical and Building Maintenance and other Trades	Monday to Friday	6am to 8pm Monday to Friday paid at 100%	Ordinary hours worked before 6am or after 8pm paid at 120%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%
Engineering Services Personnel - Outdoor Personnel applies to Parks and Gardens, Irrigation and Civil Works	Monday to Friday	6am to 8pm Monday to Friday paid at 100%	Ordinary hours worked before 6am or after 8pm paid at 120%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%

⁴ Saturdays are taken to commence at midnight on Friday and end midnight on Saturday, Sundays are taken to commence from midnight Saturday and end midnight Sunday

Work Area	Days ordinary hours may be worked	Ordinary hours that do not attract a penalty	Ordinary hours that attract a penalty		
			Weekday	Weekend ⁴	Public Holiday
Other Employees including: <ul style="list-style-type: none"> • Recreational, Aquatic and Community, Library and Cultural/Tourism Services Personnel • Ranger & Emergency Services Personnel • Aviation Personnel • Waste Site and Sanitation Amenities Personnel 	Monday to Sunday	5am to 10pm Monday to Friday paid at 100%	Ordinary hours worked before 5am or after 10pm paid at 120%	Ordinary hours worked on Saturday paid at 150%. Ordinary hours worked on Sunday paid at 175%	All hours worked on public holiday paid at 250%

Schedule C – Ordinary hours of work and penalty rates – casual Employees

Work Area	Days ordinary hours may be worked	Ordinary Hours that do not attract a penalty	Ordinary hours that attract a penalty		
			Weekday	Weekend ⁵	Public Holiday
Administrative Personnel	Monday to Friday	6am to 8pm Monday to Friday paid at 125%	Ordinary hours before 6am or after 8pm paid at 145%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%
Engineering Services Personnel - Indoor Personnel and includes Mechanical and Building Maintenance and other Trades	Monday to Friday	6am to 8pm Monday to Friday paid at 125%	Ordinary hours worked before 6am or after 8pm paid at 145%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%
Engineering Services Personnel - Outdoor Personnel applies to Parks and Gardens, Irrigation and Civil Works	Monday to Friday	6am to 8pm Monday to Friday paid at 125%	Ordinary hours worked before 6am or after 8pm paid at 145%	No ordinary hours may be worked on weekends	All hours worked on public holiday paid at 250%

⁵ Saturdays are taken to commence at midnight on Friday and end midnight on Saturday, Sundays are taken to commence from midnight Saturday and end midnight Sunday

Work Area	Days ordinary hours may be worked	Ordinary Hours that do not attract a penalty	Ordinary hours that attract a penalty		
			Weekday	Weekend ⁵	Public Holiday
Other Employees including: <ul style="list-style-type: none"> • Recreational, Aquatic and Community, Library and Cultural/Tourism Services Personnel • Ranger & Emergency Services Personnel • Aviation Personnel • Waste Site and Sanitation Amenities Personnel 	Monday to Sunday	5am to 10pm Monday to Friday paid at 125%	Ordinary hours worked before 5am or after 10pm paid at 145%	Ordinary hours worked on Saturday paid at 175% Ordinary hours worked on Sunday paid at 200%	All hours worked on public holiday paid at 250%

The above percentages are inclusive of casual loading (where applicable). Casual loading is not cumulative with other penalties. For example:

Alex is a casual Level 4 Employee Swim Instructor. Alex's Minimum Hourly Rate is \$34.72 (excluding casual loading). If Alex works on a Saturday he is entitled to:

Step 1: Add the casual loading and Saturday penalty: Casual loading (25%) + Saturday penalty (50%) = 75%

Step 2: Multiply the Minimum Hourly Rate by the combined casual loading and Saturday penalty $\$34.72 + 75\% = \26.04 .

Step 3: Add the step 2 amount to the Minimum Hourly Rate $\$34.72 + \$26.04 = \textbf{\$60.76}$ per ordinary hour worked on a Saturday

Schedule D – School-based apprentices

- D.1. This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- D.2. A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- D.3. The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- D.4. For the purposes of clause D.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- D.5. A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- D.6. For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- D.7. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- D.8. School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this Agreement.
- D.9. The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression (if provided for in this Agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- D.10. If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.

D.11. School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

Schedule E – Supported wage system

E.1. This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

E.2. In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate.

E.3. Eligibility criteria

E.3.1. Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

E.3.2. This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this

Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

E.4. Supported wage rates

- E.4.1. E.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (clause E.5) %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- E.4.2. Provided that the minimum amount payable must be not less than the minimum amount payable under s 17(2) of the MCE Act, prescribed in the State Wage General Order, as at the date of registration this is \$109 per week.
- E.4.3. Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

E.5. Assessment of capacity

- E.5.1. For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the SWS by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- E.5.2. All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the IR Act.

E.6. Lodgement of SWS wage assessment agreement

- E.6.1. All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the WAIRC.

E.6.2. All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the WAIRC to the union by certified mail and the agreement will take effect unless an objection is notified to the WAIRC within 10 working days.

E.7. Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the SWS.

E.8. Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

E.9. Workplace adjustment

If the Employer wishes to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

E.10. Trial period

E.10.1. In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

E.10.2. During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

E.10.3. The minimum amount payable to the Employee during the trial period must be no less than \$106 per week.

E.10.4. Work trials should include induction or training as appropriate to the job being trialled.

- E.10.5. Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause E.5.