

**SHIRE OF LAVERTON ENTERPRISE
BARGAINING AGREEMENT 2012**

1 TITLE

This Agreement shall be known as the Shire of Laverton Enterprise Bargaining Agreement 2012 (“the Agreement”)

2	ARRANGEMENT	Page
1	TITLE.....	2
2	ARRANGEMENT	2
3	DEFINITIONS.....	3
4	AREA AND SCOPE OF THIS AGREEMENT	4
5	DATE AND DURATION OF THIS AGREEMENT.....	5
6	RELATIONSHIP TO AWARDS AND AGREEMENTS.....	5
7	AVAILABILITY OF AGREEMENT	5
8	CONTRACT OF EMPLOYMENT	5
9	APPOINTMENT ON PROBATION.....	10
10	OBJECTIVES OF THIS AGREEMENT	10
11	SALARIES & PERFORMANCE PAYMENTS.....	13
12	RELIEVING AND HIGHER DUTIES.....	15
13	NATIONAL TRAINING WAGE	15
14	LOCAL GOVERNMENT ELECTIONS.....	15
15	HOURS OF DUTY.....	16
16	REASONABLE OVERTIME	20
17	ORDINARY HOURS WORKED ON WEEKENDS.....	21
18	CALLOUT FOR EMERGENCY WORK.....	21
19	ANNUAL LEAVE ENTITLEMENT	21
20	TAKING OF LEAVE	22
21	PERSONAL LEAVE	22
22	BEREAVEMENT LEAVE.....	27
23	PARENTAL LEAVE.....	27
24	PUBLIC HOLIDAYS	34
25	REDUNDANCY	36
26	DISPUTES SETTLEMENT PROCEDURE	41
27	SUSPENSION FROM DUTY DURING INVESTIGATIONS.....	42
28	EXCLUSIVE EMPLOYMENT	43
29	SIGNATORIES TO THE AGREEMENT	44

3 DEFINITIONS

- 3.1 **“Agreement”** means Shire of Laverton Enterprise Bargaining Agreement 2012.
- 3.2 **“CEO”** means the Chief Executive Officer of the Shire of Laverton.
- 3.3 **“Commission”** means the Western Australian Industrial Relations Commission.
- 3.4 **“Community Services Officer (Welfare and Ancillary Services)”** shall mean a person engaged by a respondent whose role is to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support, services, income, welfare, employment, education, health, housing, children, youth, aged and domiciliary services, or who is primarily concerned with the social and living standards in the community and shall include an Assistant Community Services Officer.
- 3.5 **“Community Services Officer (Recreation)”** shall mean a person engaged by a respondent whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and shall include an assistant in relation to such functions and recreation centre and swimming pool staff. Provided that this definition does not include a person employed in a clerical capacity, for example Cashier/Receptionist in a Recreation/Aquatic Centre.
- 3.6 **“Community Services Officer (Arts, Theatre and Museum)”** shall mean a person engaged by a respondent whose role is to raise the community's awareness of existing programmes, exhibitions, events, groups and organisations relative to arts and to encourage a positive and continuing interest in the arts within a community.
- 3.7 **“Employees”** means all current and new employees of the Shire of Laverton whose terms and conditions of employment would otherwise be governed by the *Municipal Employees’ (Western Australia) Interim Award 2011* and/or the *Local Government Officers’ (Western Australia) Interim Award 2011* who are eligible to be members of, or are members of the Western Australian Municipal Administrative Clerical and Services Union of Employees.
- 3.8 **“Local Government Officers”** means all current and new employees of the Shire of Laverton whose terms and conditions of employment would otherwise be governed by the *Local Government Officers’ (Western Australia) Interim Award 2011* who are members of, or who are eligible to be members of the Western Australian Municipal Administrative Clerical and Services Union of Employees.

- 3.9 **“Municipal Employees”** means all current and new employees of the Shire of Laverton whose terms and conditions of employment would otherwise be governed by the *Municipal Employees’ (Western Australia) Interim Award 2011* who are members of, or who are eligible to be members of the Western Australian Municipal Administrative Clerical and Services Union of Employees.
- 3.10 **“Parties”** means the Shire of Laverton and the Western Australian Municipal Administrative Clerical and Services Union of Employees.
- 3.11 **“Regulations”** means the *Local Government (Long Service Leave) Regulations 1996*.
- 3.12 **“Shire or Council or Employer”** means the Shire of Laverton.
- 3.13 **“Union or WASU”** means the Western Australian Municipal Administrative Clerical and Services Union of Employees.

4 AREA AND SCOPE OF THIS AGREEMENT

- 4.1 The parties to this agreement shall be:
- 4.1.1 The Shire of Laverton; and
 - 4.1.2 The Western Australian Municipal Administrative Clerical and Services Union of Employees
- 4.2 This agreement covers all Shire of Laverton Employees who:
- 4.2.1 are employed by the Shire of Laverton; and,
 - 4.2.2 whose terms and conditions of employment, save for the existence of this Agreement, would otherwise be governed by the *Municipal Employees’ (Western Australia) Interim Award 2011* or the *Local Government Officers’ (Western Australia) Interim Award 2011*; and,
 - 4.2.3 who are members of, or who are eligible to be members of the Western Australian Municipal Administrative Clerical and Services Union of Employees.
- 4.3 Level 1 and 2 staff within the organisational structure, being the Chief Executive Officer and designated senior officers pursuant to the *Local Government Act 1995* who enter into fixed term employment contracts and receive negotiated salaries and other negotiated benefits are not parties to and nor are they covered by this Agreement;
- 4.4 This Agreement covers approximately 30 Employees and applies throughout the State of Western Australia to the Shire of Laverton.

5 DATE AND DURATION OF THIS AGREEMENT

- 5.1 This Agreement shall come into force from the date of registration by the Western Australian Industrial Relations Commission and shall have a nominal expiry date three years after the date of registration by the Commission.
- 5.2 This Agreement shall continue to operate until it is replaced by a new agreement.
- 5.3 At least 3 months prior to the expiry date of this Agreement, the parties undertake to commence discussions regarding a replacement agreement.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

- 6.1 This Agreement shall wholly displace the operation of the *Municipal Employees' (Western Australia) Interim Award 2011* and the *Local Government Officers' (Western Australia) Interim Award 2011*.
- 6.2 This Agreement supersedes the Shire of Laverton (Operations Staff) Australian Workplace Agreement 2003.
- 6.3 This Agreement shall be read and interpreted wholly in conjunction with the *Minimum Conditions of Employment Act 1993* and where there is any inconsistency between this Agreement and the Minimum Conditions of Employment Act 1993, then the terms and conditions of the Act shall prevail to the extent of any inconsistency.

7 AVAILABILITY OF AGREEMENT

The employer shall make available a copy of this Agreement to any Employee on request.

8 CONTRACT OF EMPLOYMENT

8.1 Continuing employment

8.1.1 Full-time

A full-time Employee shall mean an Employee who is engaged to work the standard ordinary hours of the Shire in accordance with Clause 15 – Hours of Duty.

8.1.2 Part-time/job sharing

- (1) A part-time Employee shall mean an Employee who works regularly for less than the standard ordinary hours in any week.

- (2) An Employee so employed shall receive payment for salary, annual leave, and sick leave as prescribed by this Agreement on a pro rata basis in the same proportion as the number of hours usually worked each week bears to 38 hours per week.
- (3) By agreement an employer and Employee may vary the agreed hours of work. In the event that an employer seeks to vary the agreed hours of work without the consent of the Employee the appropriate notice as prescribed by Clause 8.3.1 hereof shall be given. Provided, however, that the employer and the Employee may agree to a lesser period of notice.

8.2 Non-continuing employment

8.2.1 Casual employment

- (1) A casual Employee shall be paid an hourly rate determined by adding a loading of 20% to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for the hours of work performed.
- (2) A casual Employee shall not be entitled to the benefits of Clause 19 - Annual Leave, Clause 21 - Personal Leave, Clause 23 - Parental Leave and Clause 24 - Public Holidays of this Agreement.
- (3) The services of a casual Employee shall be terminated by one hour's notice given on any day by either side, or by payment, on any day by either side, of one hour's wages in lieu of such notice.

8.2.2 Temporary employment

- (1) A temporary appointment shall mean an Employee employed for a specific project or program which the employer indicates at the time of engagement may not be ongoing or an Employee appointed to a position which the employer has reason to believe has a duration of less than twelve months, provided that the employer and the Union can agree in writing upon an extension beyond the twelve month period.
- (2) The salary to be paid to an Employee employed on the basis of a temporary appointment shall be the appropriate rate, or in the absence of any specified rate, a rate agreed to by the employer and the Union.

- (3) An Employee employed on the basis of a temporary appointment shall be advised of his/her period of employment, hours of work salary and classification in writing prior to the commencement of employment.
- (4) This clause does not apply to an Employee who is replacing an Employee on parental leave.
- (5) A temporary Employee may be employed on a part-time basis.

8.2.3 Fixed term contracts

- (1) Fixed term contracts shall apply to an Employee who is engaged for a specific project or for a specific period.
- (2) A fixed term contract may have a renewable clause that can be agreed between the parties.
- (3) Prior to a fixed term contract being entered into between an employer and an Employee, the employer shall notify in writing the Western Australian Municipal, Administrative, Clerical and Services Union of Employees.

8.2.4 Caring responsibilities

- (1) Subject to the evidentiary and notice requirements in Clause 21.5 casual Employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child, or upon the death in Australia of an immediate family or household member.
- (2) The employer and the Employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (3) The employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Employee are otherwise not affected by the operation of this clause.

8.3 Notice of change of hours

8.3.1 The period of notice to be given by the Shire to an Employee other than a casual Employee to change an Employee's hours of duty shall be as specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 completed years of service	4 weeks

8.3.2 In addition to the notice in Clause 8.3.1, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

8.3.3 Payment in lieu of the prescribed notice in Clause 8.3.1 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the Employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

8.3.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (1) the Employee's ordinary hours of work (even if not standard hours); and
- (2) the amounts ordinarily payable to the Employee in respect of those hours, including; and
- (3) any other amounts payable under the Employee's contract of employment.

8.3.5 The period of notice in this clause does not apply:

- (1) in the case of dismissal for serious misconduct;
- (2) to apprentices;
- (3) to Employees engaged for a specific period of time or for a specific task or tasks;
- (4) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (5) to casual Employees.

8.3.6 Continuous service is defined in Clause 8.7.

8.4 Notice of termination by an Employee

8.4.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

8.4.2 If an employee fails to give the notice specified in Clause 8.3.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under Clause 8.3.1(3).

8.5 Job search entitlement

Where an employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay during the notice period 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.

8.6 Transmission of business

Where a business is transmitted from one employer to another, as set out in Clause 25.7, the period of continuous service that the Employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an Employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

8.7 Continuity of service

Continuous service shall include:

- 8.7.1 any absence of the Employee from duty if authorised leave of absence has been granted by the Shire;
- 8.7.2 the absence of the Employee on account of national service if by operation of regulation 4 of the *Local Government (Long Service Leave) Regulations 1996*, the period of absence is deemed to be included in the service of the Employee for the purposes of the regulations;
- 8.7.3 there being a period of time between the Employee leaving the service of one employer and entering the service of another employer if the period is used for recreation leave or as travelling time and does not exceed:
 - (1) the period in respect of which payment has been made by the first mentioned employer in lieu of the Employee's accrued and pro rata annual leave entitlements; or
 - (2) two weeks;whichever is the longer.

9 APPOINTMENT ON PROBATION

- 9.1 The Shire may elect to apply a probationary period of employment in which case the Employee shall be informed prior to engagement. The probationary period will be appropriate to the duties and the responsibilities of the position.
- 9.2 Where the procedures in this clause are to apply to an Employee, the Employee shall be informed in writing prior to engagement. Should the procedures not apply an Employee shall be regarded as confirmed as to the type of employment upon which the Employee was engaged.
- 9.3 During the probationary period, the employer desiring to terminate the services of an Employee shall give to such Employee one week's notice, or in lieu thereof, the employer shall pay to the Employee one week's salary.
- 9.4 After the successful completion of the probationary period the Employee shall be notified in writing that he/she has continuing employment status.

10 OBJECTIVES OF THIS AGREEMENT

- 10.1 The aim of this Agreement is to provide a framework for Council and Employees to work together towards improving efficiency and productivity in

all areas of Council's operations, resulting in the provision of high standard local government to the residents of the Shire.

10.2 The shared aims are to provide benefits to:

10.2.1 Council, by producing a more flexible, responsive and stable organisation through modernisation of existing work practices and arrangements, with the intent of continuously improving work processes;

10.2.2 Employees, through improved wages and conditions linked to ongoing productivity and efficiency gains to Council;

10.2.3 The community, through a greater client focus in service delivery, increased value for money and a more efficient and effective Council.

10.3 A new staff organisational structure has been adopted by the Parties to assist in achieving the aims of this Agreement. The new structure, as detailed in Appendix A, has been developed consistent with the principles and objectives of broad banding and incorporates the following initiatives:

10.3.1 All positions within the organisation have been placed within one of five levels within a hierarchical arrangement in divisional groupings;

10.3.2 All positions within each level have similar levels of duties and responsibilities;

10.3.3 The structure provides for the equalisation of workloads across the organisation;

10.3.4 It is now possible to directly compare salaries for the positions within a division and across divisions;

10.3.5 Salary ranges have been determined for each level in order to offer fair and equitable remuneration to all Employees;

10.3.6 The organisational structure and the salary ranges provide the Shire with the flexibility to reward employees adequately for their efforts in attaining the aims of this Agreement;

10.3.7 Level 1 and 2 Employees within the organisational structure, being designated senior officers pursuant to the Local Government Act 1995 and senior managers who enter into fixed term employment contracts and enjoy the benefits of negotiated salaries are therefore not a party to this Agreement;

- 10.3.8 Level 3, 4 and 5 Employees within the organisational structure have been invited to become a party to this Agreement;
- 10.3.9 The new organisational structure, coupled with the other initiatives within this Agreement, provide a modern, simple and easy to understand document covering the employment terms and conditions of the Employees.
- 10.4 The levels within the new organisational structure have been established based on the following criteria:

Level 1: This level is the most senior within the Shire, being the Chief Executive Officer. This position is established under the *Local Government Act 1995* and as such is responsible for the performance of the administrative functions of Council's operations, including all staff. The Chief Executive Officer reports directly to the President and Council.

Level 2: This level comprises the executive managers responsible for the performance and outcomes of their respective divisions. Level 2 Employees are required to have extensive experience and knowledge within their field of expertise as well as an understanding of management. These Employees work under broad direction and report directly to the Chief Executive Officer.

Level 3: This level comprises senior officers who are either responsible for the performance of a section of employees within a division or are responsible for a single complex function with statutory authority. Employees within this level are expected to have a high level of experience and detailed knowledge within their field of expertise, and will generally work with limited direction. Level 3 Employees report directly to their respective divisional or senior managers who are classified at level 2 in the organisational structure.

Level 4: Employees at this level may have responsibility for the outcomes of their specific area of work. More senior Employees in this level may have responsibility for a group of level 5 Employees or some statutory authority. Level 4 Employees work under general direction and may report to a level 3 Employee or directly to the respective divisional manager depending on their duties.

Level 5: Employees within this level, work under direct supervision of a more senior Employee or may have freedom to act within established guidelines. Level 5 Employees generally carryout functions and duties that are clearly defined and undertake a range of activities requiring the application of acquired skills and knowledge.

- 10.5 The organisational structure may need to be reviewed during the life of this Agreement due to changes in work practices, legislative requirements, development requirements or external factors beyond the control of Council. Council, therefore reserves the right to implement changes to the organisational structure including the introduction of new positions and the reviewing of existing positions within the structure in order to meet these demands, as and when required.
- 10.6 Any new positions created pursuant to Clause 10.5, will be appropriately classified within the organisational structure and assigned a level by the Chief Executive Officer based upon the criteria established in Clause 10.4 and also taking into account the level of responsibility of the new position and the extent of the duties to be performed.
- 10.7 Should there be a requirement to review the organisational structure pursuant to Clause 10.5, the Council undertakes to fully consult all affected Employees and will not disadvantage any Employee through the process.

11 SALARIES & PERFORMANCE PAYMENTS

- 11.1 The base salaries as detailed in Clause 11.7, shall be payable to the positions as classified in Appendix A, from the beginning of the first pay period commencing on or after the date of registration of the Agreement
- 11.2 The salaries offered as part of the Agreement represent the cash salary payable by Council to employees for their services.
- 11.3 The cash salary does not include:
- (1) Superannuation contribution by Council in accordance with legislation and Council Policy
 - (2) Value of private use of vehicle (if applicable) in accordance with Council Policy
 - (3) Value of housing subsidies (if applicable) in accordance with Council Policy.
- 11.4 Subject to Council Policy Employees are permitted to salary sacrifice up to a maximum of 50% of their cash salary.
- 11.5 Employees party to the Agreement shall be paid a flat hourly rate of wage for each hour worked at any time of the day or night, on any day of the week.
- 11.6 The flat hourly rate of wage applicable to each position shall be calculated by dividing the usual hours worked per annum into the cash salary after taking into account any salary sacrificing arrangements.
- 11.7 The following salaries for full-time positions (based on 38 hours per week), apply to the Employees covered by the Agreement:

Classification Level	Minimum Salary	Maximum Salary
Level 3	\$70,000 pa	\$110,000 pa
Level 4	\$60,000 pa	\$80,000 pa
Level 5	\$40,000 pa	\$60,000 pa

11.8 Salary and salary scale increases

11.8.1 Over the life of this Agreement, the maximum salary scales as defined in the table in Clause 11.7 shall be increased by the CPI movement for Perth for the year ended 30 June each year during the nominal term of the Agreement.

11.8.2 Notwithstanding the provisions of Clause 11.8.1 above, any wage increases awarded as a result of State Wage Case Decisions during the nominal life of this Agreement shall be automatically applied to Employees covered by this agreement.

11.9 The upper limits of the salary ranges detailed in Clause 11.7 may be exceeded on a discretionary basis by Council on the recommendation of the Chief Executive Officer in order to reward Employees for good performance and/or exemplary service.

11.10 It is acknowledged that some Employees will be required to attend to call-outs as required outside of their normal span of hours because of the nature of their duties. The annual salary for these positions contains an additional cash component recognising the imposition on these Employees in lieu of the employee claiming overtime. The extent of the additional cash component will be reviewed on an annual basis to ensure the adequacy and relevance of such payment.

11.11 Employees under the age of 21 years

11.11.1 Employees, under the age of 21 years, employed pursuant to this Agreement, shall receive payment in proportion to the salary or rate of pay provided for in this Agreement, based on the following scale:

Age Level	Percentage of Agreement Rates
16 years and under	60%
17 years	65%
18 years	70%
19 years	75%
20 years	80%

11.11.2 Where an Employee under 21 years carries out the duties of any position to the equivalent or almost equivalent role and level of responsibility as an adult, the Employee may receive a payment in excess of the percentages prescribed in Clause 11.10.1 up to 100%.

11.12 Performance payments

11.12.1 The Chief Executive Officer and /or relevant Manager and/or Supervisor shall conduct at least one annual review of each Employee's performance on the employee's anniversary date in each year.

11.12.2 Where the outcome of the performance review demonstrates exceptional service by the Employee during the period of review and that service exceeds the employer's expectations, the Chief Executive Officer may, in his sole discretion, grant an Employee an additional salary increase in recognition of the exceptional service having regard for market forces, industry standards and the movements in the CPI during the period of review.

12 RELIEVING AND HIGHER DUTIES

12.1 In circumstances where an Employee is required to relieve in another position that is classified higher than the Employee's substantive position, the Chief Executive Officer and the Employee shall negotiate a proportional rate of higher salary that shall apply to the period of relieving having regard for the proportion of the higher duties that the Employee will be capable of undertaking during the period of relief, provided that the minimum amount of increase for an Employee undertaking higher duties shall be a minimum of 75% of the difference in the salaries of the two positions.

13 NATIONAL TRAINING WAGE

The minimum rates of pay and conditions of employment applicable to Trainees shall be in accordance with Schedule E – National Training Wage as provided in the *Local Government Industry Award 2010* as amended from time to time.

14 LOCAL GOVERNMENT ELECTIONS

14.1 Employees engaged by the Shire on duties associated with the conducting of an election or a ballot of electors shall be paid at a rate agreed to with the Returning Officer.

- 14.2 The rate of pay agreed to in Clause 14.1 shall not be less than the Employee's usual ordinary rate of pay.
- 14.3 Where Employees are engaged on duties associated with the conducting of an election or a ballot of electors who are required to work over weekends, all hours on Saturday will be paid at the agreed hourly rate plus 25% and all hours worked on Sunday or a prescribed public holiday will be paid at the agreed hourly rate plus 50%.

15 HOURS OF DUTY

15.1 COMMUNITY SERVICE OFFICERS

15.1.1 Youth and Recreation staff and Community Services Officers defined in accordance with Clause 3 - Definitions of the Agreement shall not exceed an average of 38 per week, to be worked within a spread of twelve hours on any day Monday to Sunday which shall include a meal break not exceeding one hour's duration. The ordinary hours may be averaged over periods of one week, two weeks, three weeks, four weeks or any other extended period of time up to a maximum of 52 weeks.

15.2 COMMUNITY RESOURCE CENTRE/LIBRARY STAFF

15.2.1 Community Resource Centre/Library Officers may be rostered such that the ordinary hours of duty shall not exceed an average of 38 hours per week, to be worked Monday to noon Saturday inclusive, within a spread of twelve hours. A meal break no less than 30 minutes shall be allowed no longer than five hours after commencement. The ordinary hours may be averaged over periods of one week, two weeks, three weeks, four weeks or any other extended period of time up to a maximum of 52 weeks.

15.3 CARETAKERS

15.3.1 The ordinary hours of duty for Caretakers shall not exceed 76 hours per fortnight, to be worked at such times as their duties may require.

15.4 ADMINISTRATION STAFF

15.4.1 Administration staff shall work an average maximum 38 ordinary hours per week that will be worked Monday to Friday between the hours of 7:30 a.m. and 6:00 p.m. with a minimum break of 30 minutes for lunch which shall be allowed no longer than five hours after commencement. The ordinary hours may be averaged over periods of one week, two weeks, three weeks, four weeks or any other extended period of time up to a maximum of 52 weeks.

15.5 CLEANERS

15.5.1 The ordinary hours of duty for Cleaners shall be an average of 38 per week and may be worked at any time of the day or night on any day of the week, Monday to Sunday inclusive, provided that they shall not be worked over more than five days of the week. The ordinary hours may be averaged over periods of one week, two weeks, three weeks, four weeks or any other extended period of time up to a maximum of 52 weeks.

15.6 ENGINEERING TECHNICAL OFFICER

15.6.1 Engineering Technical Officers shall work an average maximum 38 ordinary hours per week that may be worked on any five days in seven, Monday to Sunday inclusive, between the hours of 7:30 a.m. and 6:00 p.m. with a minimum break of 30 minutes for lunch which shall be allowed no longer than five hours after commencement. The ordinary hours may be averaged over periods of one week, two weeks, three weeks, four weeks or any other extended period of time up to a maximum of 52 weeks.

15.7 TOWN CREW MEMBERS

15.7.1 The Town Crew comprises employees engaged in the callings of:

- Plant Operator/General Duties
- Refuse Collection
- Gardener/General Duties/Ranger/Handyman
- General Duties
- Mechanic
- Depot Foreman/Airport Supervisor

15.7.2 The ordinary hours for Town Crew Members shall be up to an average of 50 hours per week that may be worked on any six days of the week, Monday to Sunday inclusive up to a maximum of ten hours per day, provided that Town Crew Members shall work a minimum of 160 hours per four week cycle.

15.7.3 Town Crew Members may only work a maximum of 10 hours on any one day, unless the express and prior approval of the Chief Executive Officer or the Executive Manager Technical Services or his/her delegate has been given.

15.7.4 Generally, the Town Crew Members shall work the maximum hours per work cycle as detailed in Clause 15.7.2 above, however the number of hours may be reduced to no less than the minimum as

stated in Clause 15.7.2 above at short notice, if for any reason the working of the maximum hours is not possible or practical.

15.7.5 Nothing in this Agreement prevents Town Crew Members from working in excess of the maximum hours per four week cycle by agreement and with prior approval. Such hours worked shall be paid at the flat hourly rate.

15.8 ROADWORKS CREW MEMBERS

15.8.1 The Roadworks Crew comprises employees engaged in the callings of:

- Leading Hand (Multi Skilled)
- Maintenance Grader Operator (Sole, Multi Skilled)
- Plant Operators (Multi Skilled)

15.8.2 Roadworks Crew Members generally work in remote areas of the Shire, which involves travelling very long distances to and from work sites, thus the need for camping out for long periods of time, accordingly the general principle in respect to working hours for the Roadworks Crew Members is to work a maximum number of hours per day as determined by the available daylight hours. To achieve this, thirteen four week work cycles (three weeks on, one week off) are worked per year, as described in the following.

- (1) Summer Work Cycles shall be worked on the basis of working 252 hours per four week cycle.
- (2) Winter Work Cycles shall be worked on the basis of working 210 hours per four week cycle.
- (3) Roadworks Crew Members shall work a minimum of 160 hours per four week cycle.
- (4) It is envisaged that there will be seven (7) Summer Work Cycles and six (6) Winter Work Cycles worked in any year. The proportion of Summer to Winter Work Cycles may be varied from year to year by the Shire to accommodate seasonal requirements and budgetary considerations and the demands of the Works Program in any given year.
- (5) The Executive Manager Technical Services in consultation with the Roadworks Crew Members will determine how the hours for each work cycle are to be worked in order to complete the assigned duties.

- (6) Generally, the Roadworks Crew shall work the maximum hours per work cycle as detailed in Clauses 15.8.2(1) and 15.8.2(2) above, however the number of hours may be reduced to no less than the minimum as stated in Clause 15.8.2(3) above, at short notice, if for any reason the working of the maximum hours is not possible or practical.
- (7) Nothing in this clause prevents Roadworks Crew Members working in excess of the maximum hours per four week cycle by agreement and with prior approval. Such hours worked shall be paid at the flat hourly rate.

15.9 SWIMMING POOL MANAGER

15.9.1 The general principle in respect to working hours for the Swimming Pool Manager is based on working 39 weeks per year comprising a six month (26 weeks) swimming season commencing on or about October in any year and ending on or about March in the next succeeding year, plus a 9 weeks pre-season preparation period and 4 weeks post season close down maintenance period.

15.9.2 During the swimming season, the swimming pool is available and open to the public for a minimum of 1280 hours, providing the pool is not required to be closed for any unforeseen circumstances, such as inclement weather or plant room breakdown, on the following basis:

<u>School Holidays</u>	Opening Hours	10:00am to 1:00pm 2:00pm to 7:00pm
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Open 7 days a week.

<u>Normal Season</u>	Opening Hours	10:00am to 1:00pm 2:00pm to 7:00pm
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Open 6 days a week, closed Tuesdays

<u>From 1 March</u>	to Season Close	10:00am to 1:00pm 2:00pm to 6:00pm
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Open 6 days a week, closed Tuesdays

15.9.3 During the 9 weeks pre-season preparation period prior to the opening of the pool in October, the Swimming Pool Manager will ensure that the pool maintenance is done in preparation for the season and for the 4 weeks post season maintenance following the

close of the season in March, the pool maintenance is done and the pool is left in a suitable condition for the off season.

15.9.4 Further, it is intended by the parties, that where the temperature is excessively high at the end of any day during the swimming season, with the prior approval of the Chief Executive Officer, the Swimming Pool Manager can remain on the job and keep the pool open to the public later into the evening at the flat hourly rate of salary.

15.9.5 Should the Swimming Pool be exclusively hired out outside of the normal opening hours, the Swimming Pool Manager shall be paid at the flat hourly rate of salary prescribed elsewhere in this Agreement.

15.9.6 During the swimming season when the pool is required to be opened to the public, in accordance with Clause 15.9.2 above, the Swimming Pool Manager is required to work the following hours in addition to the opening hours for pool maintenance:

School Holidays	3 hours maintenance per day
Normal Times	2.5 hours maintenance per day
From 1 March	2 hours maintenance per day

15.9.7 During the pre-season preparation and post season maintenance periods as detailed in Clause 15.9.3 above the Swimming Pool Manager shall work thirty eight (38) hours per week to be worked on any five days in seven in any week.

15.9.8 The Swimming Pool Manager accepts that there is a period of up to 13 weeks per year during which he/she may not be required for duty by the Shire and unless he/she has accrued paid leave to cover this period, he/she shall take this time off without pay and such periods of unpaid absence shall not constitute a break in service with the Shire and shall count for the purposes of calculating annual leave, sick leave and long service leave accruals.

16 REASONABLE OVERTIME

16.1 The Shire may require an Employee to work reasonable overtime at their flat hourly rates of pay.

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

16.2.1 any risk to Employee health and safety;

- 16.2.2 the Employee's personal circumstances including any family responsibilities;
- 16.2.3 the needs of the workplace or enterprise;
- 16.2.4 the notice (if any) given by the employer of the overtime and by the Employee of his or her intention to refuse it; and
- 16.2.5 any other relevant matter.

17 ORDINARY HOURS WORKED ON WEEKENDS

Where level 5 Employees engaged in the Great Beyond, Community Resource Centre and Library who are required to work "ordinary hours" with prior authorisation over weekends, all hours on Saturday will be paid at the single hourly rate plus 25% and all hours worked on Sunday will be paid at the single hourly rate plus 50%.

18 CALLOUT FOR EMERGENCY WORK

- 18.1 The Shire reserves the right to call upon Employees to attend for duty outside of ordinary hours, at the flat hourly rates prescribed in this Agreement, at any time, to perform emergency work. Employees undertake not to unreasonably refuse to attend for such emergency work.
- 18.2 Employees called out for emergency work may opt to take time off in lieu of payment for the callout in direct proportion as to the hours worked pursuant to this clause. Time in lieu pursuant to this clause shall be taken at a time determined by the Shire in accordance with operational requirements.

19 ANNUAL LEAVE ENTITLEMENT

- 19.1 Annual leave shall accrue at the rate of 190 hours per annum (accumulating at the rate of 3.65 hours leave for each completed week of service) for all full-time Employees paid at the flat hourly wage as determined by Clause 11.7.
- 19.2 Unused accrued and pro rata annual leave shall accumulate from year to year and shall be paid out on termination.
- 19.3 Annual leave shall be taken in accordance with the provisions of Clause 20 – Taking of Leave.
- 19.4 Council may require annual leave to be taken during a Christmas closedown.
- 19.5 Part time Employees shall accrue annual leave in proportion as the number of their contracted weekly hours bears to 38.

- 19.6 Any time in respect of which an Employee is absent from work, except time for which he/she is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Agreement, shall not count for the purpose of determining his/her right to annual leave

20 TAKING OF LEAVE

- 20.1 To provide flexibility in their working arrangements, Employees may apply to take annual leave, other authorised accrued leave or unpaid leave in such periods as required.
- 20.2 The Chief Executive Officer/Manager will not unreasonably withhold permission to take such leave, in such periods as requested by the Employee, and, when considering applications to take leave under these provisions, the Chief Executive Officer/Manager shall have regard for all relevant matters including but not limited to customer expectations, work schedules, staff morale and impact on productivity.
- 20.3 Periods of authorised unpaid leave in excess of ten (10) days per year, granted pursuant to this Clause, shall not be counted as service for the purposes of determining sick leave, annual leave and long service leave entitlements however such periods of absence shall not constitute a break in the Employee's service.

21 PERSONAL LEAVE

The provisions of this clause apply to full time and regular part time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in Clause 8.2.1.

21.1 Definitions

21.1.1 The term immediate family includes:

- (1) spouse or partner (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who lives with the Employee on a bona fide domestic basis; and
- (2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

21.2 Amount of paid personal leave.

21.2.1 Paid personal leave is available to an Employee when he or she is absent:

- (1) due to personal illness or injury; or
- (2) for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave) or who requires care to an unexpected emergency.

21.2.2 The amount of personal leave to which an Employee is entitled depends on the length of time worked for the employer as indicated below:

<u>Length of time worked for the employer</u>	<u>Personal leave (days)</u>
On commencement	10
On commencement of 2nd and 3rd year of continuous service	10
On commencement of 4th and subsequent years	12

21.2.3 Accumulation of personal leave

- (1) First, second and third years of employment

In the first, second and third years, unused personal leave accrues by the lesser of:

- (a) ten days, less the total amount of personal leave taken during the year; or
- (b) the balance of the year's unused personal leave.

- (2) Fourth and subsequent years of employment

In the fourth and subsequent years of employment, unused personal leave accrues by the lesser of:

- (a) twelve days less the total amount of personal leave taken during the year; or
- (b) the balance of the years unused personal leave.

- (3) Maximum amount of accumulated personal leave

Personal leave may accumulate to a maximum of 260 days.

21.3 Personal leave for personal injury or sickness

An Employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

21.4 Personal leave to care for an immediate family or household member

- 21.4.1 Subject to Clauses 21.4.2 and 21.4.3, a full-time Employee is entitled to use their personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 21.4.2 The entitlement in Clause 21.4.1 is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.
- 21.4.3 Except as provided for in Clause 21.4.4, not more than 10 days of personal leave can be used in a year by an Employee for the purposes set out in Clause 21.4.1. These limits apply to the Employee's total accrued personal leave which includes any untaken personal leave from the current year's entitlement and any untaken personal leave which has accumulated from previous years.
- 21.4.4 By agreement between an employer and an individual Employee, the Employee may access an additional amount of their accrued personal leave for the purposes set out in Clause 21.4.1, beyond the relevant limit set out in Clause 21.4.3. In such circumstances, the employer and the Employee shall agree upon the additional amount that may be accessed.

21.5 Employee must give notice

- 21.5.1 Before taking personal leave, an Employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- 21.5.2 When taking personal leave for personal illness or injury, the notice must include:
- (1) the nature of the injury or illness (if known); and
 - (2) how long the Employee expects to be away from work.
- 21.5.3 If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the employer by telephone at the first opportunity.
- 21.5.4 When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- (1) the name of the person requiring care and support and their relationship to the Employee;
- (2) the reasons for taking such leave; and
- (3) the estimated length of absence.

21.6 The effect of workers' compensation

21.6.1 If an Employee is receiving workers' compensation payments, they are not entitled to personal leave.

21.6.2 Exclusions - worker's compensation / serious and wilful misconduct

- (1) the provisions of this clause with respect to payment do not apply in the following cases:
 - (a) where an Employee is receiving workers' compensation payments;
 - (b) where an Employee's injury or illness is as a result of the Employee's serious and wilful misconduct.

21.7 Portability of personal leave

21.7.1 An Employee shall be entitled to transfer accumulated personal leave credits from one employing local authority (or local authorities) to another employing local authority subject to the following:

- (1) the amount of accumulated personal leave being transferred shall not exceed eight weeks; and
- (2) the Employee shall produce to the Shire a record, certified by the Chief Executive Officer of the immediately preceding local government, showing the amount and source of the personal leave being transferred; and
- (3) the Employee's service as between such authorities shall be continuous service. The term continuous service shall have the same meaning as attaches to that term in the *Local Government (Long Service Leave) Regulations 1996*.

21.7.2 Such transferred accumulated personal leave credits, shall not be available to the Employee concerned until the personal leave credits accrued at the Employee's employing local government have been exhausted.

21.8 Personal leave during annual leave

- 21.8.1 Subject to the provisions of this subclause, the provisions of this clause apply to an Employee who suffers personal ill health or injury during the time when he/she is absent on annual leave and an Employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.
- 21.8.2 Application for replacement shall be made within seven days of resuming work. Provided that the provisions of this paragraph do not relieve the Employee of the obligation to advise the employer in accordance with Clause 21.5 of this clause if he/she is unable to attend for work on the working day next following his/her annual leave.
- 21.8.3 Replacement of paid annual leave by paid personal leave shall not exceed the period of paid personal leave to which the Employee was entitled at the time he/she proceeded on annual leave and shall not be made with respect to fractions of a day.
- 21.8.4 Where paid personal leave has been granted by the employer in accordance with Clauses 21.8.1, 21.8.2 and 21.8.3, that portion of annual leave equivalent to the paid personal leave is hereby replaced by the paid personal leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the Employee or, failing agreement, shall be added to the Employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions applying to annual leave.
- 21.8.5 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken.

21.9 Unpaid personal leave

Where an Employee has exhausted all paid personal leave entitlements, he/she is entitled to take unpaid personal leave to care for members of his/her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency. The employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion, provided the requirements of Clause 21.5 are met.

21.10 Casual employment

Casual Employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in Clause 8.2.4.

22 BEREAVEMENT LEAVE

22.1 Paid leave entitlement

22.1.1 Death in Australia

A full-time Employee is entitled to use up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), on the death in Australia of either a member of the Employee's immediate family or household.

22.1.2 Death outside Australia

A full-time Employee is entitled to use up to two days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer), of the death outside Australia of either a member of the Employee's immediate family or household, where the Employee travels outside Australia to attend the funeral.

22.2 Part-time Employees

A part-time Employee is entitled to take two days bereavement leave on the same basis as prescribed for full-time Employees in Clauses 22.1.1 and 22.1.2 except that leave is only available where the part-time Employee would normally work on either or both of the two working days following the death.

22.3 Unpaid leave

Where an Employee has exhausted all personal leave entitlements, including accumulated leave entitlements, they are entitled to take unpaid bereavement leave. The employer and the Employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to two days unpaid leave, provided the requirements of Clauses 22.1.1 and 22.1.2 are met, and a part-time Employee is entitled to take up to two days unpaid leave, to a maximum of 15.2 hours, provided the requirements of Clause 22.2 are met.

23 PARENTAL LEAVE

23.1 Definitions

23.1.1 For the purpose of this Clause child means a child of the Employee under school age except for adoption of a child where child means a person under school age who is placed with the Employee for the purpose of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously lived continuously with the Employee for a period of six months or more.

- 23.1.2 Subject to Clause 23.1.3, in this clause, spouse includes a de facto or former spouse.
- 23.1.3 In relation to Clause 23.8, spouse includes a de facto spouse but does not include a former spouse.
- 23.1.4 An eligible casual Employee means a casual Employee:
- (1) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (2) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 23.1.5 For the purposes of this Clause, 'continuous service' is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

23.2 Basic entitlement

- 23.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 23.2.2 Subject to Clause 23.6, parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- (1) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
 - (2) for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 23.2.3 The provisions of this clause apply to full time, part time and eligible casual Employees, but do not apply to other casual Employees.
- 23.2.4 An employer must not fail to re-engage a casual Employee because:
- (1) the Employee or Employee's spouse is pregnant; or
 - (2) the Employee is or has been immediately absent on parental leave.

23.2.5 The rights of an employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this Clause.

23.3 Variation of parental leave

Where an Employee takes leave under Clauses 23.2.1 or 23.4.1(2), unless otherwise agreed between the employer and Employee, an Employee may apply to his/her employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this Clause detracts from the basic entitlement in Clauses 23.2.1 or 23.4.1(2).

23.4 Right to request

23.4.1 An Employee entitled to parental leave pursuant to the provisions of Clause 23.2 may request the employer to allow the Employee:

- (1) to extend the period of simultaneous unpaid parental leave provided for in Clauses 23.2.2(1) and 23.2.2(2) up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave provided for in Clause 23.2.1 by a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

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

23.4.3 Employee's request and the employer's decision to be in writing.

The Employee's request and the employer's decision made under Clauses 23.4.1(1), 23.4.1(2) and 23.4.1(3) must be recorded in writing.

23.4.4 Request to return to work part-time

Where an Employee wishes to make a request under Clause 23.4.1(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

23.5 Maternity leave

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

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

23.5.2 When the Employee gives notice under Clause 23.5.1(1) the Employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

23.5.3 An Employee will not be in breach of this Clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date.

23.5.4 Subject to Clause 23.2.1 and unless agreed otherwise between the employer and Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

23.5.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

23.5.6 **Recommencement date**

Where leave is granted under Clause 23.5.4, during the period of leave an Employee may return to work at any time, as agreed between the employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

23.6 Special maternity leave

- 23.6.1 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced maternity leave, the Employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.
- 23.6.2 Where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 23.6.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

23.7 Paternity leave

- 23.7.1 An Employee will provide the employer at least ten weeks prior to each proposed period of paternity leave, with:
- (1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
 - (2) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (3) except in relation to leave taken simultaneously with the child's mother under Clauses 23.2.2(1), 23.2.2(2) and 23.4.1(1), a statutory declaration stating:
 - (a) he will take that period of paternity leave to become the primary care-giver of a child;
 - (b) particulars of any period of maternity leave sought or taken by his spouse; and
 - (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 23.7.2 The Employee will not be in breach of Clause 23.7.1 if the failure to give the required period of notice is because of the birth occurring

earlier than expected, the death of the mother of the child, or other compelling circumstances.

23.8 Adoption leave

- 23.8.1 The Employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 23.8.2 Before commencing adoption leave, an Employee will provide the employer with a statutory declaration stating:
- (1) the Employee is seeking adoption leave to become the primary care-giver of the child;
 - (2) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
 - (3) that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- 23.8.3 An employer may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 23.8.4 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 23.8.5 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 23.8.6 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to

the Employee, the employer may require the Employee to take such leave instead.

23.9 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under Clause 23.4.

23.10 Transfer to a safe job

23.10.1 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

23.10.2 If the transfer to a safe job is not practicable, the Employee may elect, or the employer may require the Employee, to commence parental leave.

23.11 Returning to work after a period of parental leave

23.11.1 An Employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

23.11.2 An Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to Clause 23.10 the Employee will be entitled to return to the position they held immediately before such transfer.

23.11.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

23.12 Replacement employees

23.12.1 A replacement Employee is an Employee specifically engaged, part-time or full-time, or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

23.12.2 Before an employer engages a replacement Employee the employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

23.13 Communication during parental leave

23.13.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (2) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

23.13.2 The Employee shall take reasonable steps to inform the employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

23.13.3 The Employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Clause 23.13.1.

24 PUBLIC HOLIDAYS

24.1 Public holiday entitlement

24.1.1 An Employee shall be entitled to holidays on the following days without loss of pay:

- (1) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (2) the following days, as prescribed in Western Australia: Australia Day, Anzac Day, Queen's Birthday and Labour Day; and
- (3) Foundation Day, as prescribed in Western Australia.

24.2 Holidays in lieu

24.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

24.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

24.2.3 When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

24.3 Additional public holidays

Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in clauses 24.1 and 24.2 above, those days shall constitute additional holidays for the purpose of this Agreement.

24.4 Substitute holidays

24.4.1 An employer and its Employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected Employees shall constitute agreement. Any such agreement shall be recorded in writing and be available to every affected Employee.

24.4.2 Provided that the National Aboriginal and Islander Day of Celebration may be taken as a holiday in lieu of any of the specified holidays contained herein. The holiday on which work is to be performed in lieu of National Aboriginal Day of Celebration is to be agreed between the employer and the Employee concerned. Any dispute about the operation of this provision is to be resolved in accordance with the disputes resolution procedures provided in this Agreement.

24.4.3 When a holiday mentioned in Clauses 24.1, 24.2, 24.3 or 24.4 other than Easter Saturday falls on an Employee's rostered day off, such Employee shall be entitled to a day in lieu thereof to be taken at such time as may be mutually agreed upon by the Employee and the employer.

24.5 Public holidays – penalty rates

24.5.1 When an Employee is required to be on duty on any of the holidays prescribed in Clauses 24.1, 24.2 or 24.3 hereof, the Employee shall be entitled to payment as follows:

- (1) When an Employee is required to be on duty on any of the holidays such Employee shall be allowed payment for all time worked at the rate of double time; or
- (2) By agreement, between the employer and the Employee concerned, the Employee may be granted time off in ordinary hours equivalent to the time worked, without loss of pay, at a mutually agreed time.

24.6 Days in lieu

- 24.6.1 In lieu of the two additional holidays applicable prior to 29 February 1996, (the day after New Year's Day and Easter Tuesday), the following provisions shall apply in recognition of Western Australian public service standards.
- 24.6.2 On the working day after the New Year's Day holiday and Easter Tuesday each year an Employee who is scheduled to work those days or is on paid leave shall become entitled to a day's paid absence in lieu for each of the two holidays previously observed.
- 24.6.3 Further, an Employee who works a roster and is on a rostered day off on either the working day after the New Year's Day holiday or Easter Tuesday shall also be entitled to a day's paid absence in lieu of each of the two holidays previously observed.
- 24.6.4 The days in lieu are to be taken in the year in which they fall due and at the convenience of the employer.
- 24.6.5 Should either or both of these two paid days of absence be deleted as a public service entitlement by a further notice, regulation or legislation, the right to the paid day(s) of absence in Clause 24.6.2 shall be immediately deleted.

25 REDUNDANCY

25.1 Definitions

- 25.1.1 Business includes trade, process, business or occupation and includes part of any such business.
- 25.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

- 25.1.3 Small employer means an employer which employs fewer than 15 Employees.
- 25.1.4 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 25.1.5 Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
- (1) overtime;
 - (2) penalty rates;
 - (3) disability allowances;
 - (4) shift allowances;
 - (5) special rates;
 - (6) fares and travelling time allowances;
 - (7) bonuses; and
 - (8) any other ancillary payments of a like nature.

25.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

25.3 Severance pay

25.3.1 Severance pay entitlement

An Employee, other than an Employee of a small employer as defined in Clause 25.1.3, whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*

2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

*Week's pay is defined in Clause 25.1.5.

25.3.2 Severance pay - employees of a small employer

An Employee of a small employer as defined in Clause 25.1.3 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

*Week's pay is defined in Clause 25.1.5

25.3.3 Continuity of service shall be calculated in the manner prescribed by Clause 8.7.

25.3.4 Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with the employer had proceeded to the Employee's normal retirement date.

25.3.5 Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance

with the Commission's Termination, Change and Redundancy General Order [2005 WAIRC 01715].

25.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 8.3. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

25.5 Alternative employment

25.5.1 An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an Employee.

25.5.2 This provision does not apply in circumstances involving transmission of business as set out in Clause 8.6.

25.6 Job search entitlement

25.6.1 During the period of notice of termination given by the employer in accordance with Clause 8.3, 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.

25.6.2 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.

25.6.3 The job search entitlements under this subclause apply in lieu of the provisions of Clause 8.5.

25.7 Transmission of business

25.7.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

- (1) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee; or
- (2) Where the Employee rejects an offer of employment with the transmittee:
 - (a) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
 - (b) which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

25.7.2 The Commission may vary Clause 25.7.1(2) if it is satisfied that this provision would operate unfairly in a particular case.

25.8 Employees exempted

This clause does not apply to:

- 25.8.1 Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 25.8.2 probationary Employees;
- 25.8.3 apprentices;
- 25.8.4 trainees;
- 25.8.5 Employees engaged for a specific period of time or for a specified task or tasks; or
- 25.8.6 casual Employees.

25.9 Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for such variation may be made by an employer or a group of employers.

25.10 Redundancy disputes

- 25.10.1 Clauses 25.10.2 and 25.10.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 Employees.
- 25.10.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected Employees and the relevant union or unions (if requested by any affected Employee) in good time, with relevant information including:
- (1) the reasons for any proposed redundancy;
 - (2) the number and categories of workers likely to be affected; and
 - (3) the period over which any proposed redundancies are intended to be carried out.
- 25.10.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

26 DISPUTES SETTLEMENT PROCEDURE

- 26.1 Subject to the provision of the *Industrial Relations Act 1979* any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute, between a respondent employer and the Union or a respondent employer and his/her Employees, shall be settled in accordance with the procedures set out herein.
- 26.2 Where an Employee or a group of Employees raises the matter, the following steps shall be observed:
- 26.2.1 The Employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within three days, refer the matter to a more Senior Officer nominated by the employer and the Employee(s) shall be advised accordingly.
- 26.2.2 The Senior Officer shall, if he/she is able, answer the matter raised within one week of it being referred to him/her and, if he/she is not so able, shall refer the matter to the employer for its attention, and the Employee(s) shall be advised accordingly.

26.3 Role of nominated representative

26.3.1 If the matter has been referred in accordance with Clause 26.2.2 the Employee(s) shall nominate their representative, so that he/she may have the opportunity of discussing the matter with the employer.

26.3.2 The employer shall, as soon as practicable after considering the matter before it, advise the Employee(s) and the nominated representative of its decision. Provided, that such advice shall be given within five weeks of the matter being referred to the employer.

26.4 Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Commission for conciliation in the first instance and determination by arbitration if conciliation fails to resolve the dispute.

26.5 Settlement of dispute - training leave

26.5.1 A Union delegate/shop steward (or other employee workplace representative) shall be entitled to, and the employer shall grant, up to five days' leave each year, non-cumulative, to attend courses conducted by an accredited training provider and, approved by the Union on the following conditions:

- (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
- (2) reasonable notice (30 days) is given by the Union delegate/shop steward or another workplace representative;
- (3) the taking of leave is arranged having regard to the operational requirements of the employer;
- (4) the Union delegate/shop steward or another workplace representative taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave;
- (5) leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

27 SUSPENSION FROM DUTY DURING INVESTIGATIONS

27.1 The Chief Executive Officer may, during a period which an Employee is under investigation for a suspected breach of the Employee's duties under their terms and conditions of employment, suspend the Employee from duty on full pay pending the outcome of the investigation.

28 EXCLUSIVE EMPLOYMENT

- 28.1 An Employee shall not undertake external employment with another employer without the prior written approval of the Chief Executive Officer, provided that the Chief Executive Officer shall not unduly withhold approval having regard for the impact that the external employment arrangement will have on the Employee's ability to perform their duties for the Shire.

29 SIGNATORIES TO THE AGREEMENT

This Agreement is made between:

Signatures:

For Shire of Laverton:

Robert Wedge – President

Date

Steven Deckert - Chief Executive Officer

Date

Name Witness

Signature Witness

Date

For WASU and Employees:

Signature

Date

Wayne Wood Secretary Western Australian Municipal, Administrative, Clerical and Services
Union of Employees (WASU)

Name Witness

Signature Witness

Date

APPENDIX A

Classification Levels	Organisational Structure – Classification Levels				Salary Range Based On 38 Hour Week
Level 1	Chief Executive Officer				Negotiated salary, benefits and conditions – fixed term contract.
	TECHNICAL SERVICES DIVISION		CORPORATE AND COMMUNITY SERVICES DIVISION		
Level 2	Executive Manager Technical Services		Executive Manager Corporate and Community Services		Negotiated salary, benefits and conditions – fixed term contract.
Level 3	<ul style="list-style-type: none"> • Works Manager 	<ul style="list-style-type: none"> • EHO & Building Services 	<ul style="list-style-type: none"> • Community Development Manager 	<ul style="list-style-type: none"> • Community Capacity Building Officer • Project Officer (to CEO) 	\$70,000 to \$110,000 plus additional benefits negotiated – may be on EBA or fixed term contracts.
Level 4	<ul style="list-style-type: none"> • Engineering Technical Officer • Town Crew Supervisor • Road Crew Supervisor • Depot/Airport Supervisor 	<ul style="list-style-type: none"> • Swimming Pool Manager • Building Maintenance Officer 	<ul style="list-style-type: none"> • Youth & Recreation Development Coordinator • Great Beyond Coordinator • Community Resource Centre/Library Coordinator 	<ul style="list-style-type: none"> • CEO Exec Assistant (to CEO) 	\$60,000 to \$80,000 pa Other benefits and conditions as per Council Policy
Level 5	<ul style="list-style-type: none"> • Town Crew Members • Road Crew Members • Mechanic • Ranger/Law Enforcement Officer 		<ul style="list-style-type: none"> • Police Complex Caretaker • Youth & Recreation Aid • Admin Support Staff • Cleaner • Rates & Records Officer • Reception/Records • Administration Assistant • Great Beyond support Staff • CRC/Library Support Staff 		\$40,000 to \$60,000 pa Other benefits and conditions as per Council Policy

End of Text