



SHIRE OF WYNDHAM | EAST KIMBERLEY

ENTERPRISE AGREEMENT 2013-2016

2016

2013

Contents

1. Title	6
2. Arrangement	6
3. Parties Bound	6
4. Operation of Agreement	6
5. Relationship to the Awards	6
6. Consultative Committee	6
7. Agreement Flexibility	7
8. Dispute Settlement Procedure	8
9. Consultation regarding Major Workplace Change	9
10. Occupational Health and Safety	9
11. Types of Employment	10
12. Wages	11
13. Hours of Work	13
14. Rostered Days Off	15
15. Penalty Rates	15
16. Overtime	16
16.1 Time off instead of payment for overtime	16
16.2 Ten Hour Break	16
16.3 Reasonable Overtime	17
16.3.1 Authorisation	17
17. Standby for Work	17
17.1 Call Back.....	17
17.2 On call	17
17.3 Sleepover Allowance	18
17.4 Broken Shift Allowance	18
18. Public Holidays	18
19. Annual Leave	19
19.1 Period and Payment of Leave	19
19.2 Annual Leave and Public Holidays.....	19
19.3 Leave on Termination.....	19
19.4 Absence from Work.....	19
19.5 Taking Of Leave	20
19.6 Christmas Leave	20

19.7	Leave without Pay	20
19.8	Cultural Leave.....	20
19.9	Payout of leave	20
19.10	Community Service Leave	20
20.	Personal Leave.....	20
20.1	Carer's Leave	21
20.2	Unpaid Personal/Carers Leave	21
21.	Paid Bereavement Leave.....	22
21.1	Leave Conditions.....	22
22	Parental Leave.....	22
22.5	Extending period of unpaid leave	23
22.6	Maternity/Paternity Notification.....	23
22.7	Maternity/Paternity leave entitlements.....	23
22.8	Special Maternity Leave	23
22.9	Transfer to a Safe Job	24
23.	Special Leave (Childcare Employees Only)	24
24	Performance Reviews	24
25	Allowance	25
25.1	First Aid Allowance.....	25
25.2	Meal Allowance	25
25.3	Vehicle Allowance	26
25.4	Transfers, travelling and working away from normal starting point	26
25.5	Reimbursement of expenses	26
25.6	Camp Out Allowance	27
25.7	Adverse Working Conditions.....	27
25.8	Location Allowance.....	29
25.9	East Kimberley Allowance	29
26	Salaries/Wages	30
27	Local Authority Elections.....	31
28	Tools and Instruments.....	32
29	Commitment to Staffing Levels.....	32
30	Multi Skilling.....	32
31	Corporate Image, Clothing and Communication.....	32
32	Recruitment and Selection.....	33
32.1	Advertising.....	33

32.2	Interviews, Selection and Appeals	33
32.3	Induction of new employees.....	33
32.4	Appointment and Probation.....	33
33	Termination	34
34	Redundancy	35
33.1	Discussions before Termination.....	35
34.2	Re-deployment	35
34.3	Transfer to Lower Paid Duties.....	35
34.4	Time Off During Notice Period	35
34.5	Employees with Less than One Year's Service.....	36
34.6	Employees Exempted.....	36
35	Conference and Training	36
36	Staff Training	36
36.1	Personal Development.....	37
36.2	Study Assistance.....	37
37	Salary Sacrifice.....	37
38	Superannuation.....	38
39	Healthy and Active Workplace	39
40	First Aid Qualification.....	40
41	Working with Children Check.....	40
42	Employee representative rights and leave for union training/development	40
43	Signatories.....	41

1. Title

This agreement shall be known as the Shire of Wyndham East Kimberley Enterprise Agreement 2013-2016.

The Shire of Wyndham East Kimberley Enterprise Agreement 2013-2016 replaces in its entirety the following:

- The Shire of Wyndham East Kimberley Collective Workplace Agreement 2010-2013
- Local Government Industry Award 2010
- Security Services Industry Award 2010

2. Arrangement

The arrangement of this Agreement shall be as follows:

3. Parties Bound

The Agreement shall apply to the Shire of Wyndham East Kimberley and all persons employed by the Shire whose employment entitlements derive from the Local Government Industry Award 2010 and the Security Services Industry Award 2010.

This Agreement shall not apply to those on negotiated common law contracts. Conditions of employment for these individuals will be outlined in the terms and conditions of the individual employee's contract.

4. Operation of Agreement

This Agreement shall operate from the first pay period after the Date of Certification of this Agreement by Fair Work Australia and shall remain in place until 30 June 2016. In the event that this agreement is not signed on or before 1 July 2013, the Agreement shall be backdated to 1 July 2013. In the event that the Agreement is not re-negotiated or replaced then this Agreement shall remain in force.

The parties agree that nine (9) months prior to the date or expiration of the Agreement the CEO and Consultative Committee will commence negotiations on a further enterprise agreement to replace this Agreement.

5. Relationship to the Awards

Council has negotiated with its employees an enterprise agreement that, when taken as a whole, is in excess of Award conditions at the time of signing. Movements in the Award will not follow onto those covered by the Agreement until such time that employees suffer an overall disadvantage. Any movements in Award conditions will not be viewed in isolation.

6. Consultative Committee

A Consultative Committee consisting of two (2) management representatives, generally the CEO and one Director, Coordinator Organisational Development (secretariat) and a minimum of five staff representatives shall be elected annually. At least one staff representative must be from each Department. Meetings will be held a minimum of quarterly.

The Consultative Committee's role is to discuss matters concerning the Enterprise Agreement and other organisation matters but not limited to:

- OH&S
- Staff Wellbeing
- Staff Satisfaction Survey
- Australian Business Excellence

- And emerging staff issues

7. Agreement Flexibility

- 7.1** Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary of are those concerning:
- a. arrangements for when work is performed;
 - b. overtime rates;
 - c. penalty rates;
 - d. allowances; and
 - e. leave loading.
- 7.2** The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3** The agreement between the employer and the individual employee must:
- a. be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - b. result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4** The agreement between the employer and the individual must also:
- a. be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - b. state each term for this award that the employer and the individual employee have agreed to vary;
 - c. details how much the application of each term has been varied by agreement between the employer and the individual employee;
 - d. detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - e. state the date the agreement commences to operate.
- 7.5** The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6** Except as provided in subclause 7.4 a. the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measure, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8** The agreement may be terminated:
- a. By the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - b. At any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contain in any other term of this agreement.

8. Dispute Settlement Procedure

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

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

Where reference is made to an employee representative, this could be either a workplace union representative or some other personal representative e.g. work colleague and is an option available to employees.

The following steps shall apply:

- The employee/s shall discuss the matter with their immediate supervisor. Where the matter cannot be satisfactorily resolved the supervisor shall within one week, or such other period agreed between the parties, refer the matter to a more senior officer with the employee/s being advised accordingly in writing.
- The more senior officer, where possible, will respond to the matter raised within one week of it being referred. If the officer is unable to resolve the matter it shall be referred to the relevant Manager/Director and the employee/s advised accordingly in writing.
- The relevant Manager/Director, where possible, will respond to the matter raised within one week of it being referred. If the officer is unable to resolve the matter it shall be referred to the Chief Executive Officer and the employee/s advised accordingly in writing.

The parties are to be committed to achieving adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem that may give rise to a grievance or dispute.

Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

Sensible time limits shall be allowed for the completion of the various stages of the discussions as agreed by the parties.

Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Fair Work Australia for resolution.

The parties agree to accept the decision of Fair Work Australia as binding, subject to an appeal.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoiding stoppages of work, lockouts or any other bans or limitation on the performance of work, while the procedures of the negotiation and conciliation are being followed.

The employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practices of the workplace.

9. Consultation regarding Major Workplace Change

9.1 Employer to notify

- a.** Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- b.** Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or location; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed no to have significant effect.

9.2 Employer to discuss

- a.** The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 9.1 a, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the change.
- b.** The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- c.** For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

10. Occupational Health and Safety

10.1 The parties are committed to achieving a healthier and safer workplace environment. This will be accomplished by establishing a consultative approach to managing Occupational Health & Safety issues which include:-

- Occupational Health & Safety Committee;
- Control of hazards at the source;
- Reviewing work and management practices affecting the inter-relationship between efficiency, productivity, and health and safety;
- Issue of appropriate safety equipment;
- Ergonomic assessments done on workplace and/or workplace equipment;
- Establishment of reporting system for incidences and near misses;
- Providing a rehabilitation system for workers affected by occupational injury or illness;
- Reducing the incidence and costs of occupational injury and illness.

10.2 OH&S Committee

The Shire's Occupational Health and Safety Committee will be supported by management and staff for the duration of this Agreement. Appointment to the committee shall be on a workplace location basis with members representing each work location elected or appointed where appropriate.

The Committee shall meet at least six times per financial year and will facilitate co-operation between management and employees on health and safety matters including:

- The development, implementation and review of OH&S policy and procedures;
- Analysis of injury/incidents trends and workers compensation performance;
- Review of accident/dangerous occurrence reports;
- Identification of prevention action that needs to be taken; and
- Advocacy in the workplace for workplace health and safety issues.

10.2.1 If any position on this committee becomes vacant for any reason, that position will be filled as soon as practical.

10.2.2 Training

OH &S Committee members will be given access to relevant training opportunities. Workplace training programs including induction and on the job training will outline Council's OH&S policy and procedures, particularly:

- Hazards associated with the job
- Control measures applicable to each hazard; and
- How to utilise OH&S systems to identify hazards and instigate preventive actions.

11. Types of Employment

11.1 Employees will be employed in one of the following categories;

- a. Full time;
- b. Part-time; or
- c. Casual.

11.2 At their time of Engagement, an employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual. Such decisions will then be recorded in the time and wages record.

11.3 Full time Employees

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

11.4 Part-time Employees

- a. An employer may employ part-time employees in any classification in this award.
- b. A part-time employee is an employee who:

- (i) Works less than the full-time hours of 38 hours per week;
- (ii) Has reasonably predictable hours of work; and
- (iii) Receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

- c. At the time of engagement the employer and the part-time employee will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times.
- d. An employer is required to roster a part-time employee for a minimum of one hour on any shift.
- e. **Agreed additional hours**
A part-time employee may agree to work up to an average of 38 hours per week at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary rates.
- f. **Additional hours by direction**
Where a part-time employee is directed to work hours in excess of the hours agreed under clause 11.4 c. and are varied under clause 11.4 e., such hours will be overtime and paid for at the rates prescribed in clause 16.
- g. A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed in clause 12.

11.5 **Casual Employees**

- a. A casual employee is an employee who is engaged and paid as such but does not include a part-time or full time employee.
- b. **Casual Loading**
Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed as compensation instead of paid leave under this agreement.
- c. **Penalties and overtime**
Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.

12. **Wages**

- 12.1 All employees covered by this agreement will be classified according to the structure set out in **Schedule B – Classifications**
- 12.3 Employers must advise employees in writing of their level on commencement of employment and of any subsequent changes to their level. The level will be determined by the employer according to the skill level or levels required to be exercised by the employee in order to carry out the principle functions of their employment.

Schedule A - Wages Schedule

				Jul-13	Hourly Rate	Jul-14	Hourly Rate	Jul-15	Hourly Rate
Level 1				27,751.26	14.0442	28,861.31	14.6059	30,015.76	15.1902
16 yrs & Under									
Level 2	Unqualified Childcare Worker			41,221.23	20.8609	42,870.07	21.6954	44,584.88	22.5632
				42,220.39	21.3666	43,909.20	22.2213	45,665.57	23.1101
				43,677.00	22.1037	45,424.08	22.9879	47,241.04	23.9074
				45,151.08	22.8497	46,957.12	23.7637	48,835.41	24.7143
Level 3	Unqualified Childcare Worker	Leading Hand	Outdoor Employees	46,465.48	23.5149	48,324.1	24.4555	50,257.07	25.4337
				47,313.19	23.9439	49,205.71	24.9017	51,173.94	25.8977
				48,160.89	24.3729	50,087.33	25.3478	52,090.82	26.3618
				49,358.57	24.9790	51,332.91	25.9782	53,386.23	27.0173
Level 4	Qualified Childcare Worker	Leading Hand		50,715.92	25.6660	52,744.56	26.6926	54,854.34	27.7603
				51,291.74	25.9574	53,343.41	26.9957	55,477.15	28.0755
				52,100.61	26.3667	54,184.63	27.4214	56,352.02	28.5182
				53,329.11	26.9884	55,462.27	28.0680	57,680.77	29.1907
Level 5				54,831.34	27.7487	57,024.60	28.8586	59,305.58	30.0129
				55,697.75	28.1871	57,925.66	29.3146	60,242.69	30.4872
				56,395.23	28.5401	58,651.04	29.6817	60,997.08	30.8690
				57,554.07	29.1266	59,856.23	30.2916	62,250.48	31.5033
Level 6				58,396.22	29.5527	60,732.07	30.7349	63,161.35	31.9642
				59,808.65	30.2675	62,201.00	31.4782	64,689.04	32.7374
				60,869.46	30.8044	63,304.24	32.0366	65,836.41	33.3180
				62,100.84	31.4276	64,584.88	32.6847	67,168.27	33.9920
Level 7				63,318.66	32.0439	65,851.41	33.3256	68,485.46	34.6586
				64,682.59	32.7341	67,269.89	34.0435	69,960.69	35.4052
				65,807.93	33.3036	68,440.25	34.6358	71,177.86	36.0212
				66,612.68	33.7109	69,277.19	35.0593	72,048.28	36.4617

13. Hours of Work

The Shire of Wyndham East Kimberley prides itself on flexible work arrangements to assist employees in balancing work and personal life.

The ordinary hours worked shall not be more than 40 hours per week in an agreed work cycle, accruing 0.4 hours for every 8 hours worked toward an RDO (please refer to clause 14.), and shall be worked in accordance with details specified in this clause or attached appendices and the procedure established in the appropriate Appendices to this agreement.

13.1 Days in which ordinary hours can be worked

Except as otherwise provided, days on which an employee's ordinary hours can be worked are Monday to Friday.

Day on which ordinary hour for employees in the following roles or work area can be worked are Monday to Sunday:

- (i) aerodromes/airports;
- (ii) caretakers/hall keepers;
- (iii) catering/hospitality;
- (iv) cleaners;
- (v) community services;
- (vi) customer services centres;
- (vii) garbage, sanitary and sullage services;
- (viii) local law enforcement and community safety services;
- (ix) libraries;
- (x) livestock and saleyards;
- (xi) parking station attendants;
- (xii) recreation centres;
- (xiii) tourism services.

Except as otherwise provided, an employee who works ordinary hours on a Saturday or Sunday in a role/work area as prescribed in clause 13.1 will be entitled to weekend penalty rates in accordance with clause 15.2

13.2 Span of Ordinary Hours

The span of ordinary hours worked on a day which ordinary hours can be worked will be between 6:00 am and 6:00 pm, except for employees engaged in the following roles/work areas:

- (i) Childcare Services – the span of hours will be 6:00 am to 7:00 pm
- (ii) Libraries – the span of hours will be 8:00 am to 9:00 pm
- (iii) Aerodromes, airports, caretakers, catering, cleaners, community services, garbage, sanitary and sullage services, hall keepers, hospitality, livestock and saleyards, local law enforcement and community safety services, parking station attendants, recreation centres and tourism services – the span of hours will be 5:00 am to 10:00 pm.

The method of working these hours is to be determined by mutual agreement between the employee(s) and the Shire.

13.3 Determination of Work Hours

i. Shire office Employees

Except as otherwise provided for in this agreement, the spread of normal hours shall be from 7:30 am to 4:30 pm Monday to Friday or as agreed in conjunction with the relevant manager.

Employees and Management are committed to public opening hours for the Shire Offices being from 8:00 am to 4:00 pm Monday to Friday.

ii. Library

Library employees shall work flexible rostered hours as agreed upon by the relevant manager and library employees. Library staff are to be flexible to work on Saturday mornings.

iii. Childcare

Childcare employees shall work flexible rostered hours as agreed upon by the relevant manager and childcare employees.

iv. Recreation Officers

Recreation Officers shall work flexible rostered hours as agreed upon by the relevant manager and recreation employees.

v. Rangers

Rangers shall work flexible hours as agreed upon by the relevant manager and ranger employees. A monthly roster for rangers weekend work shall be supplied at least one month in advance.

vi. Depot Staff

Full time Depot staff will work 9 hours a day from 6:00 am to 3.30 pm Monday to Friday. The last hour of everyday of a 9 hour shift shall be paid at time and a half. Other depot staff shall work flexible rostered hours as agreed upon by the relevant manager and depot employees.

vii. Airport Outdoor Staff

Airport Outdoor staff will work flexible hours Monday to Sunday as agreed upon by the relevant manager and airport outdoor staff. 9 hours a day shall be worked on rostered days, the last hour of work completed of a 9 hour day shall be paid at time and a half.

viii. Airport Services Staff

Airport Services staff will work flexible hours Monday to Sunday as agreed upon by the relevant manager and airport services staff.

ix. Landfill Staff

Landfill employees shall work flexible work roster hours as agreed upon by the relevant manager and landfill employees.

13.4 Maximum ordinary hours in a day

An employee may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) or, by agreement between the employer and employee, up to a maximum of 12 ordinary hours on any day/shift.

13.5 Rosters and changes to rosters

- a. A roster for full time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the employer and will be made available to employee/s at their request.
- b. A roster can be altered by mutual consent at any time and may be altered by the employer on seven day's 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.

13.6 Flexible Working arrangements

An employer and employee may agree to flexible working arrangements which include flexitime, accrued and rostered days off.

13.7 Meal breaks

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

14. Rostered Days Off

Subject to clause 13. Hours of Work, full time employees, working 8 hours per day are eligible to accrue .4 hours towards a rostered day off on ordinary hours worked. In addition RDO accrual will also occur on public holidays, local government days, annual leave and personal leave. RDO accrual will not be accrued on long serve leave, bereavement leave, study leave and maternity/paternity leave.

Employees are eligible to accrue up to a maximum of five (5) rostered days off. Where time accrued is in excess of five (5) days the employee shall:

- Take a Rostered Day Off as per the direction of the CEO.

Rostered Days Off must be taken at such time as is mutually agreeable to the employee and Employer. Such agreement must be reached at least three working days prior to the Rostered Day Off being taken, except in exceptional circumstances with the approval of the Manager.

15. Penalty Rates

15.1 Weekday Penalty Rates

An employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in clause 13.2 will be paid penalty of 20% in addition to the hourly ordinary time rate for hours worked outside of such span.

15.2 Weekend Penalty Rates

An employee who works on a Saturday or Sunday in a role/work area specified in clause 13.1 will be entitled to the following penalties for all ordinary hours worked.

- a. All ordinary hours worked on a Saturday will be paid at the rate of time and a half. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
- b. All ordinary hours worked on a Sunday will be paid at the rate of time and three quarters. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday;
- c. Weekend penalty rates for ordinary hours worked in accordance with clauses 15.2 a. and b. will be paid for the actual time worked on Saturday and/or Sunday.

15.1 Weekend penalties for recreation centres and community services

Employees engaged in recreation centres or community services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the

hours of 5:00 am and 10:00 pm. All other weekend hours for such employees will be paid according to clause 15.2

16. Overtime

Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread of ordinary hours on any day, or in excess of the ordinary weekly hours and except as hereinafter provided, shall be paid for at the rate of time and a half for the first two hours of overtime on any day and double time thereafter.

The first two hours worked on Saturday will be paid at time and a half. All hours worked after the first two hours and all the time worked on a Sunday shall be paid for at the rate of double time.

All time worked on a public holiday, shall be paid for at the rate of double time and a half.

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

16.1 Time off instead of payment for overtime

An employee may elect, with the consent of the employer, to take time off instead of payment for overtime.

Overtime taken as time off during ordinary time hours must be taken at the ordinary time rate, that is an hour off for each hour of overtime worked.

Time off instead of payment for overtime must be taken at a mutually convenient time and within four weeks of the overtime being worked.

Unless otherwise agreed, an employer will provide payment at the appropriate overtime rate for any overtime worked under clause

Staff will ensure that timesheets accurately reflect TIL. Monthly reports of all TIL will be provided to the CEO and Executive Management Team for review.

16.2 Ten Hour Break

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

An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those time must, subject to the other provisions of this clause, be released until the employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.

If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

16.3 Reasonable Overtime

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 to:

- a. any risk to employee health and safety
- b. the employee's personal circumstances including family responsibilities
- c. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- d. any other relevant matter

Depot and Airport Depot Employees will be required to work one hour overtime every working day of the fortnight.

Should other employees be required to work overtime, they will be authorised to do so by their manager prior to the working of the overtime and will be paid as per agreement guidelines.

Monthly reports of all overtime will be provided to the CEO and Executive Management Team for review.

16.3.1 Authorisation

No overtime shall be worked without the approval of the employees' manager unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

17. Standby for Work

17.1 Call Back

- a. For the Purpose of this agreement, an employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work.. Provided that employees will not be deemed to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.
- b. Any employee who is called back to work will be paid for a minimum of three hours' worked at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within three hours of a call-back will not attract any additional payment. An employee working on a call-back will be paid the appropriate overtime rate from the time that such employee departs work.
- c. Except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job that the employee was recalled to perform is completed within a shorter period. 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.

17.2 On call

- a. An employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be on call. An employee on call must be able to be contacted and immediately respond to a request to attend work.
- b. On Call Allowance
Where the employee is on call, the employee will be paid an on call allowance each day equivalent to:
 - (i) one hour at the standard rate for an employee on call, Monday to Friday inclusive:

- (ii) one and a half hours at the standard rate if required to be on call on a Saturday; or
 - (iii) two hours at the standard rate if required to be on call on a Sunday or a public holiday.
- c. Call out

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. Actual time worked will be deemed to apply from the time the employee leaves home.
- d. An employee who is in receipt of an on call allowance and available to immediately:
 - (i) respond to phone calls or messages;
 - (ii) provide advice ('phone fixes');
 - (iii) arrange call out/rosters of other employees; and
 - (iv) remotely monitor and/or address issues by remote telephone and/or computer access.
- e. 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.

17.3 Sleepover Allowance

- a. A community service employee who is required to be present at the workplace for any period while on a sleepover shift will be paid 50% of the standard rate for each hour plus the on call allowance provided for in clause 17.2b.
- b. Time spent while on a sleepover shift will not be regarded as ordinary hours or as time worked for any purpose whatsoever.
- c. Payment of the on call allowance referred to in clause 17.3 a. will be payment for work undertaken by the employee during any continuous period of a sleepover shift unless the work is in excess of either:
 - (i) One hour
 - (ii) Two call outs
- d. Subject to clause 17.3 c., an employee called out to work will be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes.
- e. A sleepover shift will not exceed 12 hours unless the premises at which the employee is required to remain is the employee's principal place of residence, in which case the employee may be on a sleepover shift for up to 14 hours.
- f. An employee will not be entitled to the sleepover shift allowance prescribed by this clause for any hour in respect of which they are entitled to payment for ordinary hours or overtime.

17.4 Broken Shift Allowance

A broken shift (also called a split shift) allowance is payable to a full time or part time employee who is required to 2 or more shifts in a single day. The broken shift allowance is paid \$15.00 per broken shift.

18. Public Holidays

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

“Double Time and a Half” for the actual hours worked. The Public Holidays are New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day; and Foundation Day.

Where staff are required to work around or during times of public holidays they shall be given the first option to have leave/time off at the same period in the next year.

An Airport Services employee, Recreation Services employee or a continuous shift work employee who is rostered off while employed on a seven day a week rotating roster system, will be paid a day's pay at ordinary rates in addition of the ordinary week's pay. The employer may instead of making such additional payment, grant a day's leave for each such public holiday which may be taken at such time as is mutually agreed to between the employer and the employee.

Public holidays are not absorbed against annual leave taken, but represent an additional day.

Two additional days in lieu are available per annum to each employee. These shall be known as “Local Government Days”. One of these days will be granted as accrued, to each employee employed by the Council on Christmas Day and the other will be deemed as accrued on Good Friday. These days in lieu are to be taken in the financial year in which they fall due and at the convenience of the employer.

19. Annual Leave

19.1 Period and Payment of Leave

A period of five consecutive weeks leave with payment as prescribed in this sub clause shall be allowed annually to an employee by his/her employer. Leave may be taken with loading i.e. accrued annual leave can be taken in the first 12 months and will include 17.5% loading.

During a period of annual leave an employee shall receive a loading of 17.5% on the base salary rate for the five weeks.

- a. the loading prescribed by this sub clause will apply to leave on termination.
- b. by agreement between the employer and an employee, the loading may be cashed out and included as a component in the employee's salary.
- c. Leave loading is payable on all accrued annual leave including the accrual within the first twelve months.

19.2 Annual Leave and Public Holidays

If any prescribed holidays fall within an employees' period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed as agreed with the supervisor.

19.3 Leave on Termination

Accrued annual leave hours shall be paid to the employee upon termination. Leave Loading is payable on annual leave at termination.

19.4 Absence from Work

Any time in respect of which an employee is absent from work, except time for which he/she is entitled to claim paid personal leave or time spent on annual leave as prescribed in this agreement, shall not count for the purpose of determining continuity of service.

19.5 Taking Of Leave

An employee shall give the employer one (1) months notice prior to taking annual leave in excess of one months leave.

Annual leave shall be given and taken in such period or periods and at such time or at such times mutually convenient to the employer and the employee and, except as hereinafter provided, within twelve months of the day upon which the leave accrued due.

19.6 Christmas Leave

Kununurra and Wyndham Shire Offices will be closed for the period between Boxing Day and New Years Day. Kununurra and Wyndham Shire Depots will be closed to the public during this period, however a skeleton crew will be rostered on to ensure basic works continue whilst ensuring that sufficient staff are available in the case or an emergency. Where staff are required to work around or during times of public holidays they shall be given the first option to have leave/time off at the same period in the next year.

19.7 Leave without Pay

Leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer. Council will not unreasonably withhold requests for leave without pay.

19.8 Cultural Leave

An employee covered by this Agreement, who wishes to take time off work for religious or cultural reasons may be granted time off without pay after receiving permission from the CEO and providing reasonable evidence if required.

19.9 Payout of leave

Employee is entitled to cash out 2 weeks of accrued annual leave per financial year. The employee shall be entitled to 17.5% leave loading on annual leave cashed out.

19.10 Community Service Leave

An employee (other than casual or part time) is entitled to paid leave for a community service and accompanying reasonable travel time in a recognised community service activity by application to the Chief Executive Officer including but not limited to:

- (i) Emergency Services
- (ii) Jury Service

20. Personal Leave

All employees shall comply with the following steps in respect of absences due to illness or injury.

- The employee shall advise their supervisor/manager as soon as is reasonably practical that a sick day is required.
- The estimated time of absence

Employees are required to speak directly to their supervisor/manager or the Organisational Development Manager or contact another Director in their absence. The employee shall not send a text message, message via work mate, e-mail or leave a message on an answering machine. If an employee is absent from work for two or more days they are required to produce evidence that would satisfy a reasonable person which includes a medical certificate or statutory declaration. A supervisor may request a medical certificate from a registered health practitioner if a single sick day is taken directly before or after a public holiday, or a weekend.

The number of single day absences that may be granted as sick leave without the production of a medical certificate shall not exceed five (5) working days in any calendar year.

Where an employee takes sick leave and returns to work without the appropriate medical certificate or does not advise their manager/supervisor in the correct manner, then it shall be up to the discretion of the manager/supervisor whether or not the leave of absences shall be paid.

20.1 Carer's Leave

A full-time or part-time employee (on a pro rata basis) shall be entitled to use their available personal leave entitlements for the purposes of caring for an immediate family or household member who is sick and requires the employees' support or who requires care due to an unexpected emergency.

The employee shall if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.

Carer's leave may be taken for a part of a working day for the purposes of family carers' leave.

The entitlement to use personal leave in accordance with this sub-clause is subject to:

- a. the employee being responsible for the care of the person concerned, and
- b. the person being either:
 - (i) a member of the employees immediate family or
 - (ii) a member of the employees household
- c. the term immediate family includes:
 - (v) a spouse or partner
 - (iii) a 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

20.2 Unpaid Personal/Carers Leave

Where an employee has exhausted all accumulated leave entitlements, the employee is entitled to take unpaid family 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 employer and employee shall agree on the quantum of unpaid leave to be taken.

An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carers leave.

Entitlement

On Commencement	5 days (40 hours)
After 6 months service	5 days (40 hours)
After 1 years service	10 days
After 2 years service	10 days

After 3 year's service and each year thereafter 12 days

A part-time employee is entitled to personal leave on a pro rata basis in the same proportion as the number of hours usually worked each week bears to the standard ordinary hours prescribed for the classification of work performed.

21. Paid Bereavement Leave

Due to the remote location of the Shire travelling for bereavement matters is more time consuming than in other local government areas. Employees will be eligible to accrue for a combined total of five (5) days per financial year for paid Bereavement Leave. Unused portions of bereavement leave per year will accrue to an amount of not greater than 15 days. Subsequent Bereavement leave applications, after accrued bereavement leave has been exhausted will be entitled to two paid days leave on each approved occasion.

This is in acknowledgment of distances to be travelled and in the case of an employee experiencing more than one death in a calendar year. Bereavement Leave will also apply to days of travel and period between the bereavement and funeral where enough leave has been accrued.

Council will not unreasonably withhold requests for Bereavement Leave. Reasonable proof of such death may be requested and in the event of such request shall be furnished by the employee to the Council.

21.1 Leave Conditions

Bereavement leave is to encompass the death of a person with whom the employee is in a bona fide relationship (eg. Spouse, defacto, parent, defacto child, brother, sister, father-in-law, mother-in-law, step families, former spouse, former de facto, grandparents etc) or other relationship acknowledged by the CEO as warranting such leave.

22 Parental Leave

22.1

An employee, other than a casual employee, is not entitled to parental leave unless the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before:

- a. If the leave is birth related leave – the date of birth, or the expected date of birth of the child; or
- b. If the leave is adoption-related leave – the day of placement, or the expected date of placement of the child.

22.2

An employee is not entitled to adoption – related leave under this clause unless the child placed or to be placed with the employee for adoption:

- a. Is, or will be, under school age as at the day of placement, or the expected day of placement; and
- b. Has not, or will not have, lived continuously with the employee for a period of 6 months or more as at the day of placement, or the expected day of placement, of the child; and
- c. Is not a child of the employee or the employee's spouse or de facto partner.

22.3

An employee is entitled to 12 months of unpaid parental leave if:

- a. The leave is associated with:
 - (i) The birth of a child, being a child who is born to the employee or the employee's spouse de facto partner; or
 - (ii) The placement of a child with the employee for adoption; and
- b. The employee has or will have responsibility for the care of the child.

22.4

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

- a. The expected date of birth at least ten weeks prior to the due date.
- b. The date on which the employee proposes to commence maternity leave and period of leave to be taken. (An employee is entitled to take up to 12 months of leave without pay and on return to work, return to normal working duties prior to commencing maternity leave)

22.5 Extending period of unpaid leave

- a. An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.
- b. The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
- c. The employer must agree to the requested extension, unless the employer has reasonable business grounds for refusing.

22.6 Maternity/Paternity Notification

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

- a. The expected date of birth at least ten weeks prior to the due date.
- b. The date on which the employee proposes to commence maternity leave and period of leave to be taken. (An employee is entitled to take up to 12 months of leave without pay and on return to work, return to normal working duties prior to commencing maternity leave)
- c. An employee must have completed at least 12 months continuous service with the employer immediately before the leave is taken.

22.7 Maternity/Paternity leave entitlements

Will be paid in accordance with the Paid Parental Leave Scheme for the Australian Government.

22.8 Special Maternity Leave

Where the pregnancy of an employee terminates after 20 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.

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

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

22.9 Transfer to a Safe Job

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 attached to the "safe" job until commencement of normal maternity leave.

23. Special Leave (Childcare Employees Only)

- a. All Childcare Employees shall be entitled to one week's leave without loss of pay during each year of service performed pursuant to this Agreement.
- b. If an award holiday falls within an employee period of Special Leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to that period one day being an ordinary day for each such holiday as foresaid.
- c. The leave prescribed in 23. a. shall be given and taken at a time agreed by the employer and the employee.
- d. If, after one month continuous employment, an employee lawfully terminates his/her employment or his/her employment is terminated by the employer through no fault of the employee, the employee shall be paid pro rata according to weeks of service for the special leave which would have accrued to the employee pursuant to this sub clause.
- e. If the service of an employee is terminated and the employee has taken a period of leave in accordance with this clause and if the period of leave so exceeds that to which the employee would become entitled to 23. a., the employee shall be liable to pay the amount representing the difference between that taken and the amount which would have accrued in accordance with 23. c. The employer may deduct this amount from monies due to the employee by reason of provisions of the parent award at the time of termination.
- f. Nothing contained in this clause shall prevent an employer from granting leave with pay or leave without pay to an employee for professional or personal reasons.

24 Performance Reviews

An employee's performance can also be recognised through the Performance Appraisal process. Performance will be assessed against performance indicators as set at previous performance reviews. These shall relate to such matters as commitment to service and a pay increase of a step above the employee's current level may be awarded by their manager if they have satisfactorily met the performance indicators.

Before the end of June each year, an employees' Manager or Supervisor must conduct a Performance Review. The Shire acknowledges the responsibility of the relevant line managers to adequately explain the performance review prior to commencement of the process and to support staff participation in their review throughout this process. If the employee matches the criteria below the employee shall be eligible for incremental progression at 1 July of that year;

- the employee has given satisfactory service over the preceding twelve months

- the employee has acquired and is required by the employer to utilise new and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the employees development/performance review and this has been certified in writing following; and as part of, the assessment process.

The appraisal documentation shall be confidential and without limiting the scope, is intended to identify:

- The new or enhanced skills required by the employer, if any, together with proposed competency levels required where appropriate;
- Any development and expansion anticipated by the employer for the employee in his/her position both in the short term and the longer term;
- The current training needs to be undertaken to meet individual and employer objectives in both the short and long term and to enable an employee to meet the standards of his/her existing position;
- Career development;
- The performance objectives required; key performance Indicators relevant to the position; and
- If the employee is at the end of the level increment their annual salary shall increase by the current 4% or the current years CPI rate, whichever is greater. Movement to a higher level or classification shall only occur by way of promotion or reclassification.

The Shire commits to working with the SCC to annually review the Performance Review process and make modifications to process where necessary.

If staff members or management are not satisfied with the Performance Review in any part, either party can invoke formal dispute resolution process as per clause 6

25 Allowance

25.1 First Aid Allowance

An employee who has been trained to render first aid and who is a current holder of a proper first aid qualification such as Senior First Aid Certificate from the St John Ambulance shall be paid a fortnightly allowance of \$42.00 if he/she is appointed by the employers OH&S Committee to perform first aid duties.

The First Aid Allowance will not apply where the requirement to hold a first aid certificate is a requirement of the position.

25.2 Meal Allowance

- Employees who work more than two hours overtime after a minimum of 10 hours on duty will be paid a meal allowance of \$20.00 per occurrence.
- Where the employer requires the employee to continue working for a further four hours of continuous overtime work, the employee will be paid an additional meal allowance of \$20.00
- A meal allowance is not payable:
 - Where the employee has been notified at least 24 hours in advance of the requirement to work overtime; or
 - Where the employee is only required to work less than the time prescribed; or where a meal is provided by the employer.

25.3 Vehicle Allowance

Where an employer requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as follows:

Motor Vehicle

Area & Details	Over 2600cc c/km	1600-2600 cc c/km	1600cc and under c/km
North of 23.5 Latitude	80.00	70.00	60.00

An employer may require an employee to record full details of all such official travel requirements in a log book.

25.4 Transfers, travelling and working away from normal starting point

a. Normal starting point

- (i) All employees upon engagement will be given a starting point which will be, subject to clause 25.4 a. v., the commencement point of their daily work activities.
- (ii) For the purpose of this clause, **normal starting point** means a workshop, depot, office or facility to which the employee is usually assigned or any other designated starting and/or finishing point.
- (iii) Unless otherwise provided, each employee will be attached to one normal starting point only.
- (iv) An employee may be attached to more than one normal starting point where multiple starting points form part of the nature of the work being performed.
- (v) An employee may be transferred to a different normal starting point within the employer's local government area at any time by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.

b. Excess travelling time and fares

- (i) Where an employer requires an employee, other than a casual, to start work at a place away from the employee's normal starting point, the employer will pay the employee:
 - **excess travelling time** – at the employee's ordinary rate for all time reasonably spent reaching and/or returning from the job which is in excess of the time normally spent in travelling between the employee's usual residence and their normal starting point; and
 - **excess fares** – any fares reasonably incurred by the employee that are in excess of the fares normally incurred in travelling between the employee's usual residence and the employee's normal starting point. The excess fares allowance will not be paid where the employee is provided with a vehicle by the employer or is paid the allowance as provided in clause 25.3 or has an arrangement with the employer for a regular vehicle allowance in excess of the allowance provided in clause 25.3.

25.5 Reimbursement of expenses

- a. All reasonable expenses incurred by the employee at the direction of the employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection with the employee's duties will be paid by the employer and, where practicable will be included in the next pay period.

- b. The method and mode of travelling of the vehicle to be supplied or to be used will be arranged mutually between the employer and the employee. Travelling arrangements will be agreed between the employer and the employee in advance.
- c. The employer will reimburse an employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied by the employee at the direction of the employer. However, reimbursement need not be made if the employer supplies the tools, instruments or equipment.
- d. The employer may require the employee to present proof of payment prior to the reimbursement.

25.6 Camp Out Allowance

When staff members are required to ‘Camp Out’ for a night for work purposes the following will be provided:

- Allowance of \$204 per night for the provision of food and compensation for isolation, inconvenience and discomfort. This allowance is to be paid as a component of normal payroll processes.
- Access to a portable powered fridge.
- Access to appropriate communication equipment in the form of a two-way, CB radio or satellite telephone.
- Staff will provide their own swag or a Shire owned swag may be borrowed in the event that the employee does not own a swag.

The purchase of food whilst camping out is the responsibility of the individual staff member.

25.7 Adverse Working Conditions

This allowance is not applicable if the staff member is on leave.

- a. Operational and trade employees engaged in Level 1 to 5 of this award will be paid an additional hourly allowance at the rate specified in clause 25.7 b. for all time worked by direction under adverse working conditions as defined in clause 25.7 c. provided that in all cases, in addition to the payment of this allowance, the employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- b. An employee will be paid an additional hourly allowance for each hour in which work under adverse working conditions is performed as follows:

Outdoor work force including Depot workers, Airport Staff, Rangers will be paid a set allowance of 25% of Level 2 Adverse working Conditions allowance and 75% of Level 1 Adverse working conditions allowance.

This represents an allowance of 0.89c per hour worked. Based on 76 hrs this is representative of \$67.64.

	2013-2014	2014-2015	2015-2016
Adverse working conditions	89 c per hour	93 c per hour	97 c per hour

All Landfill Staff will be paid a set allowance of 100% of Level 2 Adverse working conditions allowance

This represents a current allowance of \$1.23 per hour worked. Based on 76 hours this is representative of \$93.48.

	2013-2014	2014-2015	2015-2016
Adverse working conditions	\$1.38 per hour	\$1.44 per hour	\$1.50 per hour

Landfill/Town Maintenance Staff that are required to work in septic and sewerage treatment services as per clause 25.7 c iii will be paid a set allowance of 100% of Level 3 Adverse working conditions allowance

This represents a current allowance of \$12.83 per hour worked. Based on 6 hours worked under the conditions as listed in clause 25.7 c iii this is representative of \$76.98.

	2013-2014	2014-2015	2015-2016
Adverse working conditions	\$12.83 per hour	\$13.43 per hour	\$13.97 per hour

c. Definition of adverse working conditions definition

(i) Level 1 Working conditions

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

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

(ii) Level 2 Working conditions

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

- clearing of sewer chokes;
- maintenance, connection to and/or repair of sewerage equipment;
- cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- reopening or exhumation of graves; digging graves in wet ground or where there is seepage from adjacent graves;

- handling infected materials;
 - collection, removal and/or disposal of putrescible waste other than by mechanical means;
 - working at waste depots, waste collection and/or waste transfer stations (other than employees engaged in gardening and/or lawn maintenance and employees engaged to work in enclosed weighbridges); and
 - engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.
- d. An employer may make an average payment equivalent to an agreed number of hours per week where the employee is regularly required to work under adverse working conditions as defined in clause 25.7 c.
- e. Adverse working conditions allowances are not payable during periods of leave.

(iii) Level 3 working conditions

The Level 3 working conditions allowance compensates for the nature of extremely obnoxious, offensive or dirty work in septic and sewerage treatment services, which typically includes:

- working in digestion tanks at sewerage treatment works;
- entering and cleaning aeration ponds or wet wells at sewer pump stations;
- working in live sewers; and
- cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

25.8 Location Allowance

In addition to the salaries prescribed in this agreement, an employee shall be paid a weekly allowance of \$52.90 when employed in the towns of Kununurra and Wyndham.

Staff with a dependant, dependant spouse or a spouse who is not eligible to receive Location allowance from any other source may claim double Location Allowance. An employee whose spouse is employed by the same employer or receives a location allowance of a similar kind cannot claim for double Location Allowance.

25.9 East Kimberley Allowance

The Council recognises that living in the East Kimberley is more expensive than living in other areas of the State and continually increases from year to year. The Shire will pay an allowance to attract and retain quality staff.

The East Kimberley Allowance will be paid to full time employees and pro rata to part time employees. The payments will be paid fortnightly as a component of the standard fortnightly payroll. The Allowance will comprise of two (2) parts. Component A will be referred to as "East Kimberley Allowance" and Component B will be referred to as "Service Pay" as per the table below.

July 2013 – June 2014 (please note payments per fortnight not calculated)

Length of Service	East Kimberley Allowance (Component A)	Service Pay (Component B)	Total Payment per annum	Payment per fortnight
0 – 1 year	\$7,500	0	\$7,500	\$288.46
1 – 3 years	\$7,500	\$1,100	\$8,600	\$330.77
3 – 8 years	\$7,500	\$5,500	\$13,000	\$500.00
8 or more years	\$7,500	\$7,650	\$15,150	\$582.69

July 2014 – June 2015

Length of Service	East Kimberley Allowance (Component A)	Service Pay (Component B)	Total Payment per annum	Payment per fortnight
0 – 1 year	\$8,500	0	\$8,500	\$326.92
1 – 3 years	\$8,500	\$1,100	\$9,600	\$369.23
3 – 8 years	\$8,500	\$5,500	\$14,000	\$538.46
8 or more years	\$8,500	\$7,650	\$16,150	\$621.15

July 2015– June 2016

Length of Service	East Kimberley Allowance (Component A)	Service Pay (Component B)	Total Payment per annum	Payment per fortnight
0 – 1 year	\$10,000	0	\$10,000	\$384.62
1 – 3 years	\$10,000	\$1,100	\$11,100	\$426.92
3 – 8 years	\$10,000	\$5,500	\$15,500	\$596.15
8 or more years	\$10,000	\$7,650	\$17,650	\$678.85

The East Kimberley Allowance was introduced to replace benefits that were previously available to some staff under Council's Staff Housing Policy, Staff Airfare Policy, Water Subsidy, Electricity Subsidy and Dependant Child Allowance. Staff who previously accessed these benefits were not disadvantaged by the introduction of the East Kimberley Allowance as benefits received under these allowances were payable for the duration of their employment.

26 Salaries/Wages

The minimum annual rate of salary and wages to be paid to employees shall be in accordance with the rates set in clause 12.

Casual Employees will be paid as per clause 12 hourly rate plus 25% as casual loading.

26.1 Payment of Salaries and Wages

Payment of salaries and wages shall, be made fortnightly.

Salaries and wages shall be paid into bank account/s nominated by the employee and available to the employee.

27 Local Authority Elections

Persons engaged by a respondent on duties associated with the conducting of a ballot of ratepayers shall be subject to the provision of this clause in lieu of all other provisions contained in this agreement.

The salary applicable to each classification shall be in accordance with clause 12 Wages.

Polling Clerk

Level 3 Step 1

Presiding Officer

(a) 1-3 polling clerks

Level 4

(b) 4 or more polling clerks

Level 4 Step 4

Deputy Returning Officer

(a) Where there are less than 10,000 electors on the electoral roll appropriate to the ballot

Level 5 Step 1

(b) Where there are 10,000 or more electors on the electoral roll appropriate to the ballot

Level 6 Step 1

Returning Officer

(a) Where there are less than 10,000 electors on the electoral roll appropriate to the ballot.

Level 7 Step 1

(b) Where there are 10,000 or more electors on the electoral roll appropriate to the ballot

Level 8 Step 1

The rates prescribed herein shall be calculated by dividing the appropriate salary by 1976, the result being paid on account of each hours work authorised by the returning officer. Provided that payment shall be limited to hours of work performed on polling day and the days immediately following where those days are not ordinary working days for the person concerned.

Where an employee is required to use his/her own motor vehicle in the course of his/her duties, the employee shall be paid in accordance with the Councils standard Travel Expenses Policy.

28 Tools and Instruments

All tools, other than those specialist tools usually provided by a tradesperson or an apprentice, reasonably required by an employee in the performance of his work, shall be provided by the employer.

Such tools shall be clearly and permanently marked as property of the Council and will remain the property of the employer.

29 Commitment to Staffing Levels

The Shire commits to making reasonable efforts to access additional resources and/or paying overtime to existing staff in instances where individuals are absent. This commitment is given in an attempt to ensure that employee workloads do not compound during periods of extended staff leave.

30 Multi Skilling

Multi-skilling is an opportunity for employees to become more marketable within the organization by learning skills of another position and enhancing those that have already been acquired. Some positions may also require an employee to acquire appropriate qualifications, which is outside the scope of this clause.

The aim of multi-skilling is to create flexibility among staff so as the operation of the organization will not be affected when employees are away from the work place on leave or any other purpose.

An employee, who seeks to work in an alternative area or develop new skills, should discuss opportunities and develop a clear set of training objectives with their Supervisor or raise their interest at the time of their performance review.

The movement of employees will depend upon the time of the year and the work and resources being available.

Benefits of Multi-skilling include:

Easing of staff shortages during periods of leave, variation of work, increased motivation, improved skills, job advancement opportunities and being more marketable, increased productivity/improved quality of the product, respect for our own and others skills.

31 Corporate Image, Clothing and Communication

The Employer shall provide and the Employee agrees to wear;

- Administration / library employees / child care workers/ recreation staff; 5 shirts or blouses and 3 skirts, trousers or shorts to be replaced as necessary and within budget constraints.
- Depot Supervisors and Rangers; 5 shirts or blouses and 5 shorts, trousers or skirts to be replaced as necessary within budget constraints.
- Airport Services Staff; 5 shirts and 3 trousers for security and 5 shirts and 3 trousers for cleaning to be replaced as necessary within budget constraints.
- Part-time and Casual workers hours will be calculated and uniforms will be allocated according to how many 'starts' employees have during the working week, as approved by Area Managers within budget constraints.
- Should the uniform be changed, consultation with employees (through the SCC Committee) will take place regarding the design, colours, cost, style and materials of the uniform to ensure that it is suitable to the climate of the East Kimberley and the

requirements of employees' positions. Each uniform is to be marked with the Employer's logo, except where otherwise agreed.

- An employee shall be supplied with protective clothing and equipment (as for example goggles, glasses, gloves, aprons, ear protectors, gum boots, safety boots or other efficient substitutes thereof) when engaged on work for which protective equipment is reasonably necessary.
- Such protective clothing or uniform supplied pursuant to this clause shall remain the property of the employer, and shall be returned in good order and condition, fair wear and tear accepted.
- All clothing used shall be disinfected or dry cleaned prior to transfer to another employee.

High visibility safety jackets/shirts shall be worn by all employees working alongside a roadway or other hazardous area

Employees who are required to work alone shall be provided with access on a continuous basis, to an operating two-way radio, radio-telephone or mobile telephone.

32 Recruitment and Selection

All employees covered by this Agreement have a right to a discrimination free recruitment and selection process which is based on merit.

32.1 Advertising

- a. The employer will ensure that every position in the organisation has a current job description and that the selection process will refer solely to the skills and merits required to perform the duties of the position as specified in the position description.
- b. When a position becomes vacant all employees will be advised of the availability of the position prior to the position being advertised to the wider community via the relevant workplace notice boards. This practice will be adhered to in order to promote staff development and equal opportunities for the organisation's current employees.

32.2 Interviews, Selection and Appeals

- a. During the life of this agreement, Shire Management and the SCC will review the policies and procedures for the interview and selection of employees for vacant positions.
- b. Issues of equal opportunity, rights of appeal and training will be taken into account when developing the policy and procedures.

32.3 Induction of new employees

- a. Each new employee is to undertake a familiarisation session within 7 days of commencement of employment. This induction is to be given by the Organisational Development Officer in consultation with the appropriate Line Manager and should include all matters as per induction checklist.
- b. The Induction Manual and Checklist will be annually reviewed by the SCC Committee and CEO.

32.4 Appointment and Probation

Upon commencement, all employees shall be employed under a probationary period. The length of such probation shall be determined and confirmed with the employee prior to commencement, up to a maximum of six months and shall depend on

the nature of the position, level of responsibility, experience of the employee and any other factor considered necessary.

At the conclusion of the term of the probation, the performance of the employee shall be assessed. The employee shall be provided with a copy in writing of the assessment.

The Shire may extend the probationary period of the employee for a further three months if the initial assessment does not prove favorable for the employee or terminate the service of the employee.

An employee's services, other than a casual or an employee dismissed for misconduct, may be terminated during the probationary period by supplying one weeks notice or payment thereof in lieu.

After the successful completion of the probationary period, the employee shall be notified in writing

33 Termination

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

Period of continuous service	Period of notice
Up to 1 year	2 weeks
Over 1 year	4 weeks

If an employee is over 45 years of age they shall be provided with an extra week of notice in addition to the amount in the table above.

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

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

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

- Being drunk or under the influence of illegal drugs.
- Stealing, fraud, assault or other criminal behaviour.
- Sexual harassment and other offensive or harassing behaviour.
- Not carrying out health and safety obligations.
- Refusing to carry out a lawful and reasonable instruction.
- Not carrying out the employee's duty.

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

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

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

34 Redundancy

33.1 Discussions before Termination

Where the employer has made a definite decision that it no longer wishes to continue the position an employee currently holds, and this is not due to the ordinary and customary turnover of labour and that decision may lead to the termination of employment, the employer shall hold discussions with the employee(s) directly affected and a representative of their choice.

The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph one hereof, and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

34.2 Re-deployment

When an employees' position has been made redundant and they are offered redeployment to an alternative position at the same level and salary as their redundant position that is within their skill, competence and training they will not be offered the option of a redundancy package.

An employee occupying a position that has been deemed to be redundant shall be provided the opportunity to discuss and agree with the employer the option of re-training and re-deployment to an alternative vacant position, where the position is at a lower level and/or lower rate of pay.

The employer will use all reasonable endeavors to place the employee in an alternative position.

34.3 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons of their position being made redundant due to organizational change, the employee shall be paid at the ordinary time rate of pay of his or her former position for a period of 12 months following the date of transfer.

34.4 Time Off During Notice Period

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.

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/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

34.5 Employees with Less than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on the employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

34.6 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

35 Conference and Training

To maintain a competitive position in the employee labour market and ensure staff remains up to date with legislative/policy changes within their respective professions, access to conferences and training will be provided by the Shire.

Staff attendances at conferences/seminars will be at the discretion of the Chief Executive Officer. Attendance will be based on training needs identified during the Employee's Performance Review and will be subject to funds being available.

- The Shire will arrange to pay for appropriate accommodation for individuals required to be away from home for training or conference purposes and confirmed by Council Purchase Order.
- The Shire will pay for reasonable expenses associated with the breakfast, lunch and dinner meals for the time that the individual is away to a maximum value of \$100 per day.
- Where required, the Shire will pay for appropriate travel costs associated with attending the conference/training costs.

Prior to attendance at any conference, an Application to attend Training/Conference Form is to be completed and forwarded to the immediate Manager/Supervisor. The request will then be forwarded to the employee's Director for approval.

Where the Council pays for a conference, all resources provided, as part of the conference, including books, dvds etc, will remain the property of Council. These resources will then be placed in the Shire's resource library.

The Council encourages all employees who attend a conference to provide a written report summarising the key elements and highlights of the conference.

36 Staff Training

This agreement recognises the need to provide ongoing and high quality training. In addition to the specific training needs identified elsewhere in this Agreement, the Shire is committed to the provision of staff training to ensure employees achieve their individual career path objectives.

During annual performance reviews, appropriate training courses will be nominated for the employee to attend. These will be designed to improve skills of the employee for the purpose of allowing the employee to better perform their duties.

Employees undertaking training will be paid their normal rate of pay.

36.1 Personal Development

The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:

- Developing a more highly skilled and flexible workforce; and
- Providing employees with career opportunities through appropriately structured training, based wherever possible on nationally accredited competencies and curriculum.

A training and development schedule shall be developed between the employee and their supervisor during the formal Employee Performance Review. The employee and the supervisor will ensure the current and future training needs of Council are achieved.

Throughout the duration of this Agreement the Consultative Committee and Shire Management will further develop training policy and procedures.

36.2 Study Assistance

Officers undertaking approved courses of study either by external Tafe or University or other recognised training providers shall be permitted flexible study time with pay of up to three (3) hours per week (including travelling time) to attend lectures or study from home in normal working hours subject to the following provisos:

- That such courses are appropriate to local government, and
- That such courses and method of undertaking are relevant to the officer's appointed position and authorised by the Director.

Time taken to attend the course should be reciprocated by the officer, in undertaking an equivalent portion of the course within his or her own time.

Officers undertaking examinations arising from an approved course of study shall be entitled to time off with pay for the duration of the examination/s if during normal working hours or can combine leave entitlement to enable a full day off.

An officer who undertakes an approved course of further education shall be entitled to a reimbursement of tuition fees and recommended text book/s to a maximum of \$4000.00 per financial year, which will apply to all applicable nationally recognised forms of training.

Claims for reimbursement for subjects successfully passed must be made within two (2) months of the date of the examination passed and must be accompanied by the official receipts of fees paid and official statement of examination results.

37 Salary Sacrifice

Where agreed in writing between the employer and an employee, an employer may introduce remuneration packaging by way of salary sacrifice (including any negotiated salary allowable) and the terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this agreement.

The employer shall ensure that the structure of any agreed package complies with taxation and other relevant laws. Any salary sacrifice agreement will not incur any cost to Council in the form of Fringe Benefits Tax or other taxes or charges.

Where an employer has adopted a policy providing a salary sacrifice option to employees, it shall advise new employees to whom this policy applies of their right to seek to negotiate a remuneration package through salary sacrifice. A written agreement between the employee and Chief Executive Officer will be completed before the purchase is undertaken.

The employee may enter into a salary sacrifice arrangement with proof of having received independent salary sacrifice advice.

Upon termination, the employee will compensate Council of any outstanding balance between any benefits received and the amount sacrificed to the date of termination.

An employee can only enter into the recommended salary sacrifice agreement/s as per independent advice per year.

All salary sacrifice agreements will terminate at the end of each financial year.

38 Superannuation

That Council currently contributes the statutory contribution of employees ordinary time earnings (OTE) for superannuation. Phased mandatory increases will occur as required. In addition an amount equal to 3% on appointment and up to 4% after 4 years service and up to 5% after 5 years service or more, of the salary subject to the staff member matching that contribution.

38.1 Superannuation legislation

- a. Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.
- b. The rights and obligation in these clauses supplement those in superannuation legislation.

38.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

38.3 Voluntary employee contributions

- a. Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same

superannuation fund as the employer makes the superannuation contributions provided in for clause 38.2.

b. An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three month's written notice to their employer.

c. The employer must pay the amount authorised under subclauses 38.3 a. or b. no later than 28 days after the end of the month in which the deduction authorised under clauses 38.3 a. or b. was made.

38.4 Superannuation fund

Unless to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 38.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 38.2 and pay the amount authorised under clauses 38.3 a. or b. to one of the following superannuation funds or its successor:

- a. City of Melbourn Superannuation Sub Plan (CMSSP);
- b. City of Perth Superannuation Fund;
- c. City Super;
- d. LGsuper;
- e. Local Government Superannuation Scheme (LGSS);
- f. Local Super;
- g. Quadrant Superannuation Scheme;
- h. Tasplan;
- i. Vision Super;
- j. WA Local Government Superannuation Plan; or
- k. Any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

38.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 38.2 and pay the amount authorised under clauses 38.3 a. or b.:

- a. **Paid leave** – while the employee is on any paid leave;
- b. **Work-related injury or illness** – for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:
 - i. The employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and
 - ii. The employee remains employed by the employer.

39 Healthy and Active Workplace

To promote a healthy, active workplace Council agree to the following benefits offered:

- Annual Influenza Injections
- Other appropriate vaccinations applicable to position requirements
- Bi – Annual Skin Checks
- Gold Membership at Recreation & Leisure facilities for full time Recreation Staff. Casual Recreation employees are only applicable to use the facilities before or after a shift.

50% discount on annual Gold memberships for all other employees with salary sacrifice available.

- Ergonomic Assessments

40 First Aid Qualification

Where an employee wishes to or is required by the employer to obtain a First Aid Qualification, the employer shall be responsible for the costs incurred in the acquisition of that qualification.

41 Working with Children Check

Where an employee is required by the employer to obtain a "Working With Children" certification, the employer shall be responsible for the costs incurred in the acquisition of that certification.

42 Employee representative rights and leave for union training/development

42.1 Accredited representatives shall have the rights set out in the following Delegates Charter:

- a) the right to be treated with respect, fairness and to perform their role as a Workplace Delegate without any adverse effect upon their employment;
- b) the right to formal recognition by Shire of Wyndham East Kimberley that endorsed ASU representatives speak on behalf of ASU members in the workplace;
- c) the right to bargain collectively on behalf of those they represent, including access to reasonable paid time to prepare and participate in enterprise bargaining negotiations;
- d) the right to consultation, and access to reasonable information about the workplace, the business and any proposed changes;
- e) the right to reasonable time to represent the interests of members to Shire of Wyndham East Kimberley and Industrial Tribunals;
- f) the right to reasonable paid time during normal working hours to consult with members and ASU officers/employees;
- g) the right to reasonable paid time off to attend union education / development;
- h) the right to address new employees about the benefits of ASU membership during the formal induction process at the time that they commence employment;
- i) the right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and the ASU offices;
- j) the right to place ASU information on a designated union notice board in a prominent location within the workplace;
- k) The right to take a paid secondment to work with the Union where this is agreed by Shire of Wyndham East Kimberley


42.2 Leave for ASU Training/Development

- a) Shire of Wyndham East Kimberley shall, subject to operational requirements, grant reasonable paid leave of absence to workplace delegates who are nominated by the ASU to attend relevant short courses or seminars from time to time agreed between the ASU and Shire of Wyndham East Kimberley
- b) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- c) Leave granted under this clause shall include any necessary travelling time within normal working hours immediately before or after the course provided that Shire of Wyndham East Kimberley shall not be liable for any expenses associated with an employee's attendance at the course.

43 Signatories


EXECUTED BY THE PARTIES

1. Staff Representative Team



Staff Representative

Date: 14/1/14



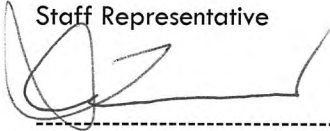
Staff Representative

Date: 14-1-14



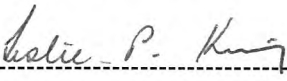
Staff Representative

Date: 14/1/14



Staff Representative

Date: 14/1/14



Staff Representative

Date: 14-01-14

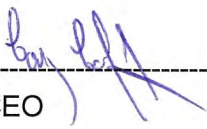
Staff Representative

Date:

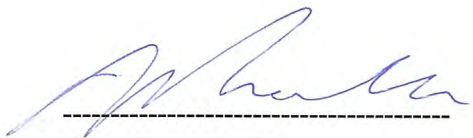
2. Shire of Wyndham East Kimberley

The common seal of the Shire of Wyndham East Kimberley

Was hereto affixed on the 14th day of January 2014



CEO



Shire President

