SHIRE OF WYNDHAM EAST KIMBERLEY INDUSTRIAL AGREEMENT 2025

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	SHIRE OF WYNDHAM EAST KIMBERLEY **APPLICANT** **-v-** WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION OF EMPLOYEES **RESPONDENT**
CORAM	SENIOR COMMISSIONER R COSENTINO
DATE	TUESDAY, 13 OCTOBER 2026
FILE NO/S	APPL 72 OF 2026
CITATION NO.	2026 WAIRC 00929

Result	Agreement varied
Representation	(on the papers)
Applicant	Shire of Wyndham East Kimberley
Respondent	Western Australian Municipal, Administrative, Clerical and Services Union of Employees

Order

WHEREAS on 29 September 2026 the Shire of Wyndham East Kimberley filed an application seeking to vary the *Shire of Wyndham East Kimberley Industrial* ***Agreement*** *2025* pursuant to s 43 of the *Industrial Relations Act 1979* (WA);

AND WHEREAS the application sought to vary the Agreement to ensure the pay rates the parties have agreed on are reflected in the Agreement;

AND WHEREAS the application complies with Regulation 55 and Regulation 57 of the *Industrial Relations Commission Regulations 2005* (WA);

AND WHEREAS all parties to the Agreement consent to this application for the variation of an industrial agreement being determined on the papers;

AND WHEREAS all the parties to the Agreement consent to its variation in accordance with the application;

NOW THEREFORE the Commission, pursuant to the powers conferred under the *Industrial Relations Act 1979* (WA) hereby orders –

THAT the *Shire of Wyndham East Kimberley Industrial Agreement 2025* be varied by substituting the agreement attached hereto, with effect from the date of this order.

L.S. **(Sgd.) R. COSENTINO**

SENIOR COMMISSIONER R COSENTINO

SHIRE OF WYNDHAM EAST KIMBERLEY

INDUSTRIAL AGREEMENT 2025

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1 Agreement Title

1.1 This Agreement is called the Shire of Wyndham East Kimberley Industrial Agreement 2025 (**Agreement**).

2 Parties, Area and Coverage

2.1 The Parties to this Agreement are:

(a) Shire Wyndham East Kimberley (ABN 35 647 145 756) (**the Shire**); and

(b) The Western Australian Municipal, Administrative, Clerical and Services Union of Employees (**WASU**).

2.2 Area & Coverage:

(a) This Agreement applies in the State of Western Australia.

(b) This Agreement extends and binds the Shire of Wyndham East Kimberley and its Employees who are covered by the positions covered in Appendix B.

(c) The Agreement does not extend to or apply to the Chief Executive Officer, Executive Management Team and employees holding senior roles classified as level 10 or higher.

2.3 At the time this Agreement was made the number of employees to be covered by the Agreement terms and conditions is approximately 110.

3 Term of the Agreement

3.1 This Agreement will commence from the date the Agreement is registered as an industrial agreement by the WAIRC (Commencement Date).

3.2 This Agreement will have a nominal expiry date of 30 June 2028 and will continue to be in force unless varied or replaced or a party retires from the Agreement in accordance with the Act.

4 Relation to the Awards and other Industrial Instruments

4.1 This Agreement replaces the Shire of Wyndham East Kimberley Enterprise Agreement 2021.

4.2 This Agreement excludes the following (**Awards**):

(a) ME Award;

(b) LGO Award; and

(c) Any other award made under the Act (**Other Awards**) that otherwise extends to and binds the Employees and Employer to whom this Agreement applies.

4.3 Other than statutory entitlements (for instance, those contained in the MCE Act) this Agreement is intended to be a comprehensive agreement setting out all of the Employees' terms and conditions of employment.

4.4 To the extent that an Award provides for an entitlement that is different to or not otherwise referred to in this Agreement (including where this Agreement is silent on a matter provided for in an Award), any such Award entitlement will be inconsistent with this Agreement, and the Agreement will prevail.

4.5 This Agreement will be read and interpreted in conjunction with the MCE Act. Where there is an inconsistency between this Agreement and the MCE Act, and the MCE Act provides a greater benefit, the MCE Act provision will apply to the extent of the inconsistency.

4.6 No Extra Claims

(a) There will be no extra claims for increases in terms and conditions of employment for the life of this Agreement. This clause is subject to variation of this Agreement in accordance with Part 2, Divisions 2A and 2B of the Act.

5 Definition and Interpretation

5.1 For the purposes of this Agreement and unless a contrary intention appears, the following definitions apply:

(a) **Act** means the Industrial Relations Act 1979 (WA) as amended.

(b) **Aquatic Recreation Officers** means one of the following positions; Aquatic Recreation Officer, Lifeguards, Splash Park Attendants, Wyndham Pool Operator and any other position nominated by the Shire at its discretion.

(c) **Base Rate of Pay (or Base Salary)** means the hourly rate (or annual rate) of pay specified in Appendix A for the Employee's classification (which is exclusive of overtime, penalty rates, allowances, East Kimberley Allowance, shift allowances, special rates, fares and travelling time allowance, bonuses, and any other ancillary payment of a like nature).

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

(e) **Continuous Service** has the same meaning of continuous service as defined by section 3 of the MCE Act.

(f) **Employee** means an employee of the Shire that is covered by this Agreement.

(g) **Executive Management Team** is the team comprised of the CEO, Directors and Executive Managers.

(h) **LGO Award** means the Local Government Officers' (Western Australia) Award 2021

(i) **Local law enforcement and community safety services** means those services undertaken to enforce one or more of the local government entity's by-laws or any legislative requirements which the local government entity is empowered to enforce or to ensure community safety or security including rangers, security, parking inspectors, watchpersons or night patrol.

(j) **MCE Act** means Minimum Conditions of Employment Act 1993 (WA).

(k) **ME Award** means the Municipal Employees (Western Australia) Award 2021.

(l) **Member of the Employee's Family or household** means:

i) the employee's spouse or de facto partner;

ii) a child, step-child or grandchild of the employee or the employee's spouse or de facto partner (including an adult child, step-child or grandchild);

iii) a parent, step-parent or grandparent of the employee or the employee's spouse or de facto partner; a sibling of the employee or the employee's spouse or de facto partner;

iv) any other person who, at or immediately before the relevant time for assessing the employee's eligibility to take leave, lived with the employee as a member of the employee's household;

v) a close relative of the Employee is a person who is a member of the Employee's Immediate Family or is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

(m) **NES** means the National Employment Standards in the Fair Work Act 2009 (Cth).

(n) **Organisational directives** mean the applicable Shire organisation directives, policy, procedure or guidelines as amended from time to time. The Shire's Organisational directives do not form part of this Agreement.

(o) **Recreation centres** means a recreation centre, leisure centre, swimming pool, aquatic centre, golf course or sports centre or any other municipal centre that provides physical, recreational and/or cultural/historical activities or such other similar activities provided in the public interest.

(p) **Shire** means the Shire of Wyndham East Kimberley.

(q) **Standard Rate** means the Base Rate of Pay for a level 4.1 Employee.

(r) **Tourism services** means the following services: visitor and regional information centres; exhibition, convention and amusement complexes; heritage, tourism and cultural centres; animal parks and aquariums; guided tours and other educational services operated by local government for the benefit of tourists, visitors and the local community.

(s) **TCR Order** means the Termination, Change & Redundancy General Order 2005 WAIRC 01715.

(t) **Union** means the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU).

(u) **WAIRC** means the Western Australian Industrial Relations Commission.

(v) **Written Approval** means either by email, letter or memo format.

6 Dispute Resolution Procedure

6.1 If a grievance, dispute or complaint should arise in the workplace on the meaning or effect of this Agreement, then this dispute resolution procedure will apply.

6.2 The objective of the dispute resolution 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.

6.3 At any stage in the dispute resolution procedure an Employee may seek the assistance of a representative of their choosing (this may include a union representative or personal representative). The Shire may also appoint a representative of their choosing.

6.4 The following process shall apply for dispute resolution:

(a) The Employee/s shall discuss the matter with their immediate supervisor. Where the matter cannot be satisfactorily resolved by the supervisor within five (5) working days, or such other period agreed between the parties, the supervisor shall refer the matter to a more senior employee, with the Employee/s who raised the dispute being advised accordingly in writing.

(b) The more senior employee, where possible, will respond to the matter raised within seven (7) working days of it being referred. If the more senior employee is unable to resolve the

matter it shall be referred to the relevant Manager/Director and the Employee/s who raised the dispute advised accordingly in writing.

(c) The relevant Manager/Director, where possible, will respond to the matter raised within ten (10) working days of it being referred. If the relevant Manager/Director is unable to resolve the matter it shall be referred to the CEO and the Employee/s who raised the dispute advised accordingly in writing.

(d) The parties are to be committed to achieving adherence to this procedure. Dispute settlement 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.

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

(f) Emphasis shall be placed on a resolving the dispute between the parties, however, if the process is exhausted without the dispute being resolved, the parties can agree to refer the matter to the WAIRC for resolution to resolve the dispute as the WAIRC considers appropriate, for example conciliation or mediation.

6.5 Subject to all the proceeding steps set out above have been completed, the matter may be referred by a party to the WAIRC for arbitration. The parties agree to accept the decision of the WAIRC as binding, subject to an appeal where applicable.

6.6 In order to allow for the peaceful resolution of grievances the parties shall be committed to working harmoniously and as normal while the dispute settlement processes are being followed.

6.7 The Shire shall ensure that all processes applied for dispute resolution are in accordance with safe working practices and consistent with established custom and practices of the workplace.

7 Consultation Regarding Major Workplace Change

7.1 The Shire to Notify

(a) Where the Shire 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 Shire 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 Shire's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of operation; the need for retraining or transfer of Employees to other work or location/s; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(c) For the purpose of this clause 7, changes of the roster at the airport to meet scheduled flights is not considered a major change.

7.2 The Shire to Discuss

(a) If the Employee appoints a representative for the purpose of consultation and the Employee advises the Shire of the identity of the representative, then the Shire must recognise the representative.

(b) The Shire must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 7.1, 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.

(c) The discussions must commence as early as practicable after a decision has been made by the Shire to make the changes referred to in clause 7.1.

(d) For the purposes of such discussion, the Shire 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 time frame of the change, the expected effects of the changes on Employees and any other matters likely to affect Employees. The Shire is not required to disclose confidential information the disclosure of which would be contrary to the Shire's interests.

(e) The Shire must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

7.3 Change to Regular Roster or Ordinary Hours of Work

(a) Where the Shire proposes to change an Employee's regular roster or ordinary hours of work, the subclauses 7.3(b) to 7.3(f) will apply.

(b) The Shire must notify the relevant Employees of the proposed change. The relevant Employees means the Employees who may be affected by a change to their regular roster or ordinary hours of work.

(c) The relevant Employees may appoint a representative for the purposes of the procedures in this subclause. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation, and the Employee or Employees advise the Shire of the identity of the representative, the Shire must recognise the representative.

(d) As soon as practicable after proposing to introduce the change, the Shire must:

i) discuss with the relevant Employees the introduction of the changes; and

ii) for the purposes of the discussion provide to the relevant Employees all relevant information about the change, including the nature of the change; and

iii) information about what the Shire reasonably believes will be the effects of the change on the Employees; and

iv) information about any other matters that the Shire reasonably believes are likely to affect the Employees; and

v) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(e) The Shire is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(f) The Shire must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

8 Types of Employment

8.1 Employees will be employed in one of the following categories:

(a) Full time; or

(b) Part time; or

(c) Casual.

8.2 At their time of Engagement, the Shire will inform each Employee of the terms of their engagement and in particular whether they are to be full time, Part time, or Casual. Employees can also be engaged on Fixed or Maximum term contract.

8.3 Full time Employees

(a) A Full time Employee is an Employee engaged to work an average of 38 ordinary hours per week.

8.4 Part time Employees

(a) A Part time Employee is an Employee who:

i) works less than 38 hours per week; has

ii) 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.

(b) At the time of engagement, the Shire 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.

i) Any agreed variation to the hours of work will be recorded in writing.

(c) The Shire is required to roster a Part time Employee for a minimum of one (1) hour on any shift.

(d) A Part time Employee may agree to work up to an average of 38 hours per week at the Base Rate of Pay.

8.5 Casual Employees

(a) A Casual Employee is an Employee who is engaged by the Shire as a Casual and paid by the hour.

(b) Casual loading

i) Casual Employees will be paid, in addition to the Base Rate of Pay an additional Casual loading of 25% of the Base Rate of Pay for the classification in which they are employed as. The 25% casual loading is compensation for benefits which Casual Employees are not entitled to including public holidays, redundancy pay, any paid leave or unpaid leave entitlements unless expressly provided for by this Agreement or as required by legislation.

ii) Where a shift or weekend ordinary penalty rate in this Agreement is applicable to a Casual Employee, the penalties will be applied in the following manner, exclusive of Casual loading:

(Base Rate of Pay without Casual Loading) x (Penalty) + (Casual Loading).

iii) Casual Loading does not apply on any Overtime payments.

(c) Minimum engagement

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

(d) Requesting casual conversion

The right to request casual conversion to permanent employment is provided in accordance with Appendix D – Requesting Casual Conversion

8.6 Fixed or Maximum Term Contract

(a) Fixed or Maximum term contract Employees are Full time or Part time Employees engaged for a fixed or maximum term contract period (including for a specified task or project) and who have the same entitlements as either a Part time or Full time Employee except for termination and redundancy provisions, to the extent detailed in this Agreement.

8.7 Appointment and Probation

(a) Upon commencement, all Full time and Part time Employees shall be employed under a probationary period set out in the letter of offer and/or employment contract.

(b) Where the Employee has been assessed to have not satisfactorily completed their probationary period the Shire may either:

i) extend a probationary period of the Employee by a further period of up to a maximum of six (6) months; or

ii) terminate the Employee's employment.

(c) Where the Employee has been assessed to have satisfactorily completed their probationary period the Employee shall be notified in writing.

9 Remuneration

9.1 Classifications

(a) All Employees covered by this Agreement will be classified according to the structure set out in Appendix B – Classifications.

(b) The Shire must advise Employees in writing of their classification level on commencement of employment and of any subsequent changes to their level. The level will be determined by the Shire according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of their employment, and in line with the Classification structure set out in Appendix B – Classifications.

9.2 The Base Rate of Pay applicable to an Employee's classification is outlined in Appendix A.

9.3 Employees will be paid fortnightly by electronic funds transfer to an acceptable financial institution nominated by the Employee.

9.4 Employees are required to provide an accurate timesheet to the Shire.

9.5 Pay Increases

(a) The Base Rate of Pay listed in Appendix A are inclusive of the following pay increases:

Year 1	Year 2	Year 3
From the first full pay period on or after 1 July 2025 – by **3%.**	From the first full pay period on or after from 1 July 2026 – by **3%.**	From the first full pay period on or after from 1 July 2027 – by **3%.**

i) Back pay for the Year 1 increase has already been applied to eligible Employees prior to the Agreement's registration date with the WAIRC, this means the Shire has satisfied the requirements of clause 9.5(a) for the Year 1 pay increase and no further back payments will be due to any Employee for this increase.

ii) The Base Rates of Pay in Appendix A for Year 1 will be applied on and from the first full pay period on or after the Agreements Registration date with WAIRC.

These rates contain the Year 1 - 3% pay increase which was previously applied by the Shire and now contains the former District allowance and service pay components of the previous East Kimberley allowance.

(b) Supported Wage System Employees

i) The minimum Base Rates of Pay and conditions of employment applicable to an Employee who because of the effects of a disability are eligible for a supported wage will be in accordance with Appendix C – Supported Wages System Employees.

9.6 Junior Rates

(a) Junior Employees will be paid the following percentage of the appropriate Base Rate of Pay set out in Appendix A:

Age	% Base Rate of Pay
Under 17 years	55%
17 years	65%
18 years or older	Full rate

9.7 Trainees

(a) The minimum Base Rate of Pay and conditions of employment applicable to trainees shall be in accordance with minimum rates set out in the applicable State Wage General Order (as updated from time to time).

9.8 Higher Duties

(a) An Employee directed or appointed by the Shire to relieve in a higher level position where the Employee is required to perform all functions of the higher level role for more than one (1) day will be paid at the higher level Hourly Ordinary Time Rate.

(b) Where the Employee is not required to perform the entire and full duties of the higher duties position, the Shire will determine the higher duties payable which will be a minimum of 50% of the value of the difference between the Employees current Base Rate of Pay and the higher duties amount in clause 9.8(a).

(c) Subject to clauses 9.8(c)i) and 9.8(c)ii), higher duties will not be paid when the relieving Employee is absent on leave or on a public holiday:

i) Where an Employee is directed and appointed by the Shire to perform higher duties and is in receipt of a higher Base Rate of Pay for three (3) continuous months or more immediately prior to starting a period of paid annual leave or paid personal/carer's leave, the leave will be paid at the higher Hourly Ordinary Time Rate.

ii) The amount of annual leave or personal/carer's leave that is paid at the higher Base Rate of Pay will be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

9.9 Incremental Step Progression

(a) After a full year of continuous service in a position, Employees shall be eligible for incremental step progression based on skills acquired and acceptable performance over the preceding 12 months as determined by the Shire.

(b) An increment will not occur where:

i) An Employee is under formal performance management process (on a performance improvement plan) at the time the salary increment is due. Where the Employee successfully improves on the performance plan (meeting the plan objectives), the Shire will provide the Employee the pay increment that was due at the time of the successful improvement from such date onwards; or

ii) An Employee has received a written warning for a misconduct matter, in the prior twelve (12) months from when an incremental step progression is due, unless otherwise determined by the Shire.

(c) Movement to a higher level or classification shall only occur by way of promotion to another position within the Shire or position reclassification.

10 Hours of Work

10.1 The ordinary hours of work for a Full time Employee are an average of 38 hours per week (not including unpaid meal breaks) over a fortnight (2) week work cycle or over a four (4) week work cycle or such other period as required by the relevant roster cycle.

10.2 Span of ordinary Hours

Work Area / Other	Span of Ordinary Hours
General (all other positions not listed)	Monday to Friday 6am and 6pm.
Aerodromes/Airports Cleaners Community Services Landfill Local law enforcement and community safety services (note includes Rangers) Parking station attendants Recreation centres / Tourism services	Monday to Sunday 5am to 10pm
Maintenance Officers, Plant Operators, Outdoor Workers, Road Crew, Reticulation Technicians	Monday to Friday 5am to 6pm
Libraries	Monday to Sunday 8:00 am to 9:00 pm
Flexible Work (see clause 10.6)	Monday to Sunday 6:00am and 10:00pm. Where an employee requests flexible work under clause 10.6 and their ordinary hours are worked within the span of ordinary hours (this includes the weekends or early morning or evening), no additional loadings or penalties are payable for working ordinary hours where they might have attracted an additional payment elsewhere within this Agreement.

(a) Except as otherwise provided in this Agreement, an Employee who works ordinary hours on a Saturday or Sunday in a role/work area as prescribed in clause 10.2 will be entitled to weekend penalty rates in accordance with clause 11.2.

10.3 Maximum Ordinary Work Hours in a Day

(a) An Employee may work up to a maximum of ten (10) ordinary hours on any day/shift (excluding unpaid meal breaks) or, by agreement between the Shire and Employee, up to a maximum of twelve (12) ordinary hours on any day/shift. This provision does not apply where an Employee works split shits.

10.4 Rosters and Changes to Rosters

(a) Full time Employees will work on a 9-day fortnight roster pattern as advised by the Shire. Full Time Employees may be required to work a different roster pattern due to operational needs, if this is required, this will be advised to the Employee by the Shire from time to time.

(b) Full time Employees may request to work a different roster pattern other than a 9-day fortnight as agreed by the Shire.

(c) Employees start and finish times will be determined by the Shire from time to time.

(d) A roster can be altered by mutual consent at any time and/or may be altered by the Shire on seven (7) days' notice. Where practicable, two (2) 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 causes over which the Shire has no control.

(e) The roster for an Employee may be altered or broken at short notice by the Shire for operational reasons caused by external causes that has arisen unexpectedly and is beyond the Shire's control. The Shire will consult with Employees about the change and the extraordinary external cause.

(f) Casual Employees will be advised of their engagement as needed by Shire from time to time.

10.5 Meal Breaks

(a) An Employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least thirty (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.

(c) The Shire may require an Employee in the following roles or work areas to remain at their place of work during the meal break if a replacement Employee is not reasonably available:

i) childcare services;

ii) recreation centres;

iii) tourism services;

iv) community services;

v) airport services.

(d) Provided that where the Employee is required to perform work during their meal break, the Employee shall have their meal break extended so that they receive an unpaid meal break of at least 30 minutes in the aggregate. The Employee's manager/supervisor will be reasonable in the application of this clause to ensure that the needs of Employees are met.

10.6 Flexible Work

(a) The Shire may allow an Employee to access a Flexible Work, where the Employee makes a request to the Shire, in accordance with this clause 10.6.

(b) Flexible Work is subject to the operational requirements and the approval of the Shire.

(c) Flexible Work option only pertains to one or more of the following matters:

i) Flexible hours including flexible start and finish times within the applicable span of hours outlined in clause 10.2 for Flexible Work;

ii) Reduced working hours, this includes moving from Full time to Part time hours;

iii) Alternative work patterns which are worked within the span of hours outlined in clause 10.6 for Flexible Work;

iv) Alternative agreed work locations;

Flexible Work may be implemented on a temporary or permanent basis.

(d) An Employee may request to alter their Flexible Work option subject to complying with this clause and the applicable Organisational directive. Any change is subject to the Shire's approval.

(e) The Shire reserves the right to require a revision, temporary postponement or cancellation of a Flexible Work option.

(f) Clause 10.6 does not apply to Casual Employees.

(g) Employees may also make flexible work arrangements requests in accordance with the MCE Act.

11 Penalty Rates for Ordinary Hours

11.1 Weekday Penalty Rates

(a) An Employee required to work ordinary hours by the Shire on a Monday to Friday outside the span of hours provided in clause 10.2 will be paid a penalty of 20% in addition to the Base Rate of Pay for hours worked outside of such a span.

11.2 Weekend Penalty Rates

(a) An Employee (other than an Employee engaged in Recreation centres or Community services see clause 11.3) who works on a Saturday or Sunday in a role/work area specified in clause 10.2 will be entitled to the following penalties for all ordinary hours worked:

i) all ordinary hours worked on a Saturday will be paid at the rate of time and a half (150%). Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;

ii) all ordinary hours worked on a Sunday will be paid at the rate of time and three quarters (175%). Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday;

iii) weekend penalty rates for ordinary hours worked in accordance with clauses 11.2(a)i) or 11.2(a)ii)will be paid for the actual time worked on Saturday and/or Sunday.

11.3 Weekend Penalties for Recreation Centres and Community Services

(a) 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 outside of this span for such Employees will be paid according to clauses 11.2(a)i) or 11.2(a)ii) as applicable.

12 Overtime

12.1 From time to time, Employees may be required to work reasonable additional hours to their rostered hours to meet operational requirements subject to the requirements in the MCE Act.

12.2 Overtime

(a) Where the Shire requires an Employee to work additional hours:

i) in excess of the maximum ordinary hours on any day provided by clause 10.3;

ii) on days other than ordinary working days as specified in clause 10.2; or

iii) in excess of the Employee's ordinary hours as specified in clause 10.1;

then the Employee will be paid for these additional hours at the rate of:

When	Rate relative to Base Rate of Pay
Monday to Friday and Saturday before 12 noon	Time and a half (150%) for the first two (2) hours and double time (200%) thereafter
Saturday after 12 noon and all-day Sunday	Double time (200%)

(b) The payment for overtime rates is calculated on the Employee's Base Rate of Pay.

(c) In computing the applicable overtime penalty rate, each day's work stands alone.

(d) Overtime is not at the discretion of the Employee and payment of such overtime shall be paid only when the Manager has requested and provided written approval for the Employee to work overtime.

12.3 Time Off in Lieu of Payment for Overtime

(a) A Full time Employee may elect, with the consent of the Shire, to take time off in lieu of payment for overtime.

(b) Time off in lieu is not at the discretion of the Employee and shall only be accrued as time off in lieu when the Manager has requested and provided written approval for the Full time Employee to work additional hours.

(c) Overtime taken as time off shall be taken at the ordinary time rate, that is an hour off for each hour of overtime worked.

(d) Time off in lieu of payment for overtime must be taken at a mutually convenient time and within four weeks of the overtime being worked. The Shire may at their discretion payout the overtime, at the overtime rate applicable to the overtime when worked, if not used as time off in lieu within four weeks of the overtime being worked.

(e) Employees will ensure that timesheets accurately reflect time in lieu.

(f) If, on termination of the Employee's employment, time off for overtime worked by the Employee to which clause 12.3 applies has not been taken, the Shire must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

12.4 Rest Period After Overtime

(a) When overtime work is necessary it will be arranged wherever reasonably practicable for Employees to have at least ten (10) consecutive hours off duty between the work on successive days.

(b) The following conditions apply to an Employee (other than a casual Employee) who works so much overtime that the Employee has not had at least ten (10) consecutive hours off duty between the end of the Employee's work on one day and the start of the Employee's ordinary hours of work on the next day:

i) the Employee must be released from duty after that overtime is finished until the Employee has had ten (10) consecutive hours off duty; and

ii) there will be no loss of pay for ordinary hours of work which occur during this absence.

(c) The following conditions apply to an Employee who, on the instructions of the Shire, resumes or continues work without having had ten (10) consecutive hours off duty in accordance with clause 12.4:

i) the Employee must be paid at double time (200%) Overtime until the Employee is released from duty;

ii) the Employee is then entitled to be absent for ten (10) consecutive hours; and

iii) there will be no loss in pay for ordinary hours of work time which occur during this absence.

(d) The provision of this clause 12.4 will not apply where an Employee works for less than three (3) hours Overtime when on a Call Back (clause 13.1 or On-Call including Call Out or Remote Response (clause 13.2) on any one day.

13 Standby for Work

13.1 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 Shire's premises or worksite and returning home and without receiving prior notice of the requirement to work overtime before ceasing work. If an Employee has not left work and is asked to remain working this does not meet the definition of call-back.

(b) Any Employee who is called back to work will be paid for a minimum of three (3) hours worked at the appropriate Overtime rate as set out in clause 12.2 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 for work.

(c) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full three (3) hours if the job that the Employee was recalled to perform is completed within a shorter period.

(d) The provisions of this clause 13.1 will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours or where an Employees in receiving an On Call allowance in clause 13.2

13.2 On Call Allowance

(a) An Employee directed by the Shire to be available and hold themselves in readiness to return for duty outside of the Employee's ordinary working hours will be On Call.

(b) An Employee on call must be able to be contacted and immediately respond to a request to attend work.

(c) Where the Employee is placed On Call by the Shire, the Employee will be paid an On Call allowance each day equivalent to:

When	On Call Allowance Amount
Monday to Friday	One and a half (1.5) hours at the Standard Rate (level 4 step 1)
Saturday	Two (2) hours at the Standard Rate (level 4 step 1)
Sunday or Public Holiday	Three (3) hours at the Standard Rate (level 4 step 1)

(d) For the purposes of this clause 13.2 a day means a twenty four (24) hour period.

(e) Call Out:

i) An Employee who is On Call and in receipt of an On Call allowance will be paid Overtime rates in accordance with clause 12.2 for time required to return and attend work.

Actual time worked will be deemed to apply from the time the Employee leaves their home until the Employee returns home.

ii) If an Employee is called out at least once but the total amount of actual time worked across all call outs is two (2) hours or less then the Employee will be paid for a minimum of two (2) hours of Overtime.

(f) Remote response:

i) An Employee who is in receipt of an On Call allowance and available to immediately:

ii) respond to phone calls or messages;

iii) provide advice ('phone fixes');

iv) arrange call out/rosters of other employees; and

v) remotely monitor and/or address issues by remote telephone and/or computer access,

will be paid Overtime rates in accordance with clause 12.2 for the time actually taken in dealing with each particular matter.

vi) An Employee remotely responding will be required to maintain and provide to the Shire 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 fifteen (15) minutes but with a minimum payment of one (1) hour.

13.3 Broken Shift Allowance (Spilt Shifts)

(a) A broken shift (also called a split shift) allowance is payable to Full time or Part time Employees who are rostered or forewarned that they are required to work two (2) or more shifts in a single day. Where this occurs a broken shift allowance is paid at the rate of $20 per broken shift.

(b) In unforeseen circumstances where a Full time or Part time Employee who works at the airport is required to break a shift which is unplanned or without forewarning, due to causes such as unforeseen flight changes, they will be paid the Broken Shift Allowance of $20. They will also be paid $15 per hour or part thereof for the time that they are stood down until they return to work. This will be capped at a maximum of four (4) hours, calculated to the most recent half hour since the shift was broken within in a 24 hour period.

14 Public Holidays

14.1 The Public Holidays are New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Sunday, ANZAC Day, Western Australia Day, King's Birthday, Christmas Day, and Boxing Day, and any other Western Australian Gazetted public holidays in accordance with the *Public and Bank Holiday Act 1972* (WA), as amended from time to time.

14.2 Where an Employee is required to work on a public holiday they will be paid at the rate of double time and a half (250%) of the Base Rate of Pay for the actual hours worked.

(a) An Employee who works on an observed and the actual public holiday will be paid the public holiday penalty rate for working the observed public holiday only, but not both.

14.3 When a public holiday occurs on a day on which an Employee is rostered off while employed on a seven (7) day a week rotating roster system, the Employee will be paid a day's pay at ordinary rates in addition to the ordinary week's pay.

15 Local Government Days

15.1 Full time Employees will be entitled to two (2) paid Local Government days each year, calculated from 1 July to 30 June each year. Part time Employees will be entitled to leave on a pro-rata basis.

15.2 Local Government days are non-cumulative meaning the leave will not accrue or be available beyond the financial year when the leave is made available.

15.3 Local Government days outlined in clause 15.1 will be credited to an Employees as follows:

(a) One (1) day on 1 July; and

(b) One (1) day on the following 1 January.

Employees who commence employment after these dates will only be eligible to be credited Local Government days as their period of employment reaches the next eligible credit date.

15.4 If an Employee's employment is terminated, any Local Government days credited in the financial year of the date of termination that have not been taken are to be paid out to the Employee on termination of employment (in their final pay).

15.5 When authorising Employees to take Private leave the Shire will consider the operational requirements of the workplace and will not unreasonably refuse an application for the taking of the leave.

16 Annual Leave

16.1 Annual leave and related matters for employees covered under this Agreement are set out and provided for in the MCE Act. This clause supplements or deals with matters incidental to the MCE Act provisions.

16.2 Annual leave is provided at six (6) weeks per annum for Full time Employees (this is made up of four (4) weeks Annual leave as per the MCE Act and an additional two (2) weeks of additional Shire Annual leave). Part time Employees will receive a pro-rata entitlement.

16.3 Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

16.4 When taking annual leave an Employee must be paid for leave at the Employees applicable Base Rate of Pay, and if applicable the East Kimberley Allowance.

16.5 Leave Loading

(a) During a period of annual leave an Employee shall receive a loading of 17.5% on the Base Rate of pay.

(b) Leave loading is payable on all accrued annual leave including the accrual within the first twelve months.

16.6 Annual leave cannot be taken as part of, or all of a notice period of termination unless it was approved at least two (2) months before notice of termination was given.

16.7 Where a public holiday falls during a period of annual leave on a day an Employee would have ordinarily worked had they not been on leave, no annual leave will be deducted on the day that is a public holiday.

16.8 Taking of Leave

(a) An Employee shall give the Shire one (1) month of notice prior to taking annual leave in excess of four (4) weeks.

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

(c) Subject to the provisions within clause 16, an Employee shall try and take their annual leave within 12 months of it falling due.

(d) Employees who possess in excess of eight (8) weeks accrued annual leave will be:

i) notified in writing; and

ii) may be required to participate in a leave management plan with the Shire;

iii) may be directed by the Shire to take their additional two (2) weeks of additional Shire Annual leave.

iv) Employees may also choose to take up the option to Cash out an amount of Annual leave in accordance with clause 16.10.

16.9 Shutdown Leave

(a) The Shire reserves the right to request Employees to take their paid leave over a shutdown period nominated by the Shire, such as at Christmas / New year and Easter periods, however a 'skeleton' crew may be rostered on to ensure basic works continue whilst ensuring that sufficient Employees are available in the case of an emergency.

(b) The Shire may direct an Employee to take their additional two (2) weeks of additional Shire Annual leave during these periods, regardless of the amount of annual leave they have accrued.

(c) If no paid leave is available an Employee can elect to take leave without pay during these periods if both the Employee and the Shire agree. In special circumstances, with the approval of the Shire, annual leave may be given in advance to cover the shutdown period.

16.10 Cashing out of Annual Leave

(a) An Employee is entitled to cash out up to three (3) weeks of accrued annual leave per financial year. The Employee shall be entitled to 17.5% leave loading on annual leave cashed out.

(b) Certain rules apply when cashing out annual leave:

i) written agreement needs to be made each time annual leave is cashed out;

ii) the payment for cashed out annual leave has to be the same as what the Employee would have been paid if they took the leave;

iii) must be approved by the Shire.

(c) Any annual leave and annual leave loading cashed out will be calculated on the Base Rate of Pay and will not include any allowances, penalties, or other loadings.

16.11 Family and Domestic Violence Leave and Annual Leave

(a) If, while on paid annual leave, an Employee takes paid family and domestic violence leave, the employee is taken not to be on paid annual leave for the period of the paid family and domestic violence leave.

16.12 Leave on Termination

(a) Accrued but untaken annual leave hours and applicable annual leave loading shall be paid to the Employee upon termination. Any annual leave paid on termination will be for paid leave at the Employees applicable Base Rate of Pay.

16.13 The provisions of this clause 16 do not apply to Casual Employees.

17 Community Service Leave

17.1 Special Community Service Leave

(a) Special community service leave is a provision for paid leave for a Full time Employee to undertake a recognised community service activity where Shire is required to release an employee in accordance with relevant legislation including reasonable travel and rest time

for a recognised community service activity which is authorised by the Shire. Special community service leave may be taken for:

i) recognised emergency service activities;

ii) compulsory defence force service or mandatory training;

iii) reasonable travelling time associated with the activity.

(b) Special community service leave is leave that is not taken from an Employee's current leave entitlements.

(c) Special community service leave will only be paid for the ordinary hours that the Employee would have worked. Any hours outside of an Employee's ordinary hours that an Employee may have worked, but for taking special community service leave, will not be paid. When taking leave an Employee must be paid the Employees applicable Base Rate of Pay, and if applicable the East Kimberley Allowance.

(d) Subject to clause 17.1(f) special community service leave will be:

i) negotiated between the Employee and the Shire prior to the leave being taken; and

ii) subject to the operational requirements of the Shire; and

iii) undertaken within the boundary of the Shire of Wyndham East Kimberley, subject to negotiation with the Shire.

(e) An Employee who claims special community service leave will be required to provide evidence to the Shire that they are entitled to special community service leave.

(f) Payment for special community service leave taken to attend compulsory defence force service or training shall be made similar to payment for jury service as per relevant legislation.

17.2 Jury Service

(a) An Employee who is required to attend for jury service shall advise the Line Supervisor upon receiving such advice or notice. The Line Supervisor will be notified of the date, location where attendance is required and the anticipated duration of the absence.

(b) Proof of the call to participate in jury service must be provided to the Shire when claiming this leave.

(c) The Employee must forward an "Employer Claim Form" to Payroll to enable reimbursement for salary from the Department of Justice.

(d) The Employee is required to return to the workplace immediately when they are released from jury service wherever possible. Failure to return to work after being released may result in the Employee not being paid.

(e) Employees will be released for jury duty without loss of salaries upon providing a copy of the official notification of call to jury service. The Shire will claim the reimbursement for wages paid to Employees whilst on jury duty, at the Sheriff's Office at the Department of Justice.

(f) When an Employee is dismissed from jury duty, they will immediately contact their supervisor and seek instructions regarding their attendance at work. The supervisor should consider if it is reasonable for the Employee to return for their normal work duties.

18 Personal Leave

18.1 Personal Leave Entitlement

(a) Personal leave is provided for in the MCE Act this clause 18 supplements or deals with matters incidental to the MCE Act provisions.

(b) Full time Employees will accrue 76 hours of personal leave per annum.

(c) Personal leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(d) Part time Employees will accrue Personal leave on a pro rata basis.

18.2 An Employee may take paid personal leave if the leave is taken:

(a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

(b) to provide care or support to a Member of the Employee's Family or household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected emergency affecting the member (also known as Carer's leave).

18.3 An Employee may access unpaid personal leave in accordance with the MCE Act. When taking paid personal leave an Employee must be paid for at the Employees applicable Base Rate of Pay, and if applicable the East Kimberley Allowance.

18.4 Taking Personal/Carer's Leave

(a) All Employees taking personal or carer's leave (whether paid or unpaid), must advise their supervisor/manager as soon as is reasonably practical that leave is required and the estimated length of their absence.

(b) Employees are required to reasonably attempt to speak directly with their supervisor/manager or contact another Director in their absence.

18.5 Personal leave – evidence requirements

(a) If an Employee is absent from work for two (2) or more days they are required to produce evidence that would satisfy a reasonable person which includes a medical certificate or statutory declaration from the Employee.

(b) A supervisor may require supporting documentation if a single personal leave day is taken directly before or after a public holiday.

(c) The number of single day absences that may be granted as personal leave without the production of supporting documentation shall not exceed five (5) working days in any calendar year.

18.6 Carer's leave – evidence requirements

(a) The Employee shall if required, establish by production of a medical certificate or statutory declaration, that they were required to provide care or support to their Immediate Family or household member on the day they have taken personal/carer's leave.

(b) 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.

18.7 The provisions of clause 18 do not apply to Casual Employees other than the Unpaid leave at clause 18.3.

19 Bereavement Leave (includes compassionate leave)

19.1 A Full time Employee will be entitled to paid bereavement leave of up to five (5) days to be taken in accordance with MCE Act and this Agreement, on each permissible occasion when:

(a) a Member of the Employee's Family or household (as defined in clause 5) dies; or

(b) to spend time with a Member of the Employee's Family or household (as defined in clause 5) who has contracted, developed or sustained a life-threatening illness or injury.

19.2 A Part time Employee will receive a pro rata entitlement of the five (5) days, however, must receive a minimum of two (2) days on each permissible occasion.

19.3 An Employee is required to give the Shire notice of the taking of leave as soon as possible and advise the duration, or expected duration, of the leave. If requested by the Shire, an Employee is required to provide evidence that would satisfy a reasonable person of the circumstances that require the leave.

19.4 When taking paid Bereavement leave an Employee must be paid at the Employees applicable Base Rate of Pay, and if applicable the East Kimberley Allowance.

19.5 Casual Employees are entitled to unpaid compassionate leave however may access two (2) days paid Bereavement leave in accordance with the applicable provisions in the MCE Act.

20 Family and Domestic Violence Leave

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

20.2 An Employee experiencing family or domestic violence can have access to up to:

(a) Ten (10) paid days paid leave in a year (non-accumulative) in accordance with NES.

(b) Five (5) days of unpaid family and domestic violence leave in a 12-month period in accordance with the MCE Act

20.3 Casual Employees are entitled to access the leave in clause 20.2 for the hours they were rostered to work in the period they took leave.

20.4 Leave provided under this clause may be taken as consecutive or single days, or as a fraction of a day.

20.5 An Employee will provide notice of need for the leave as soon as possible after becoming aware of the need for leave and will provide evidence to substantiate the need for the leave.

20.6 If requested the Employee will provide the Shire evidence that would satisfy a reasonable person, that the leave is for the purpose for which it is being taken, specific examples include court order, a police report, a hospital incident report or incident report from a social and community service organisation registered with the Women's Council Domestic and Family Violence Services.

20.7 Subject to the leave provisions of this Agreement, an Employee experiencing Family and Domestic Violence may use other leave entitlements.

21 Parental Leave

21.1 Parental leave is provided in accordance with the NES and the applicable Shire Organisational directive.

22 Long Service Leave

22.1 An Employee is entitled to long service leave in accordance with the Local Government (Long Service Leave) Regulations 2024 (**LSL Regulations**), as varied or replaced from time to time.

22.2 In accordance with the LSL Regulations an Employee is entitled to 13 weeks' paid leave after 10 years of continuous service and payment of a pro rata amount upon termination after completing seven years of continuous service.

22.3 Employees who are entitled to Long Service Leave in accordance with the LSL Regulations may apply to take or cash out pro-rata Long Service Leave (6.5 weeks) on completion of each five (5) years of continuous service with the Shire.

(a) This pro-rata entitlement does not apply to any transferable service and only applies to long service leave accrued whilst employed at the Shire.

(b) The taking of or cashing out of pro-rata Long Service Leave under this clause 22.3 must be by a separate written agreement between the Shire and the Employee confirming that the Employee cannot make any further claim against the period of leave taken.

22.4 A minimum of two (2) months notification to management of the taking of long service leave is a required subject to the requirements of the LSL Regulations. When taking or cashing out long service leave an Employee must be paid at the Employees applicable Base Rate of Pay.

23 Other Leave

23.1 Leave Without Pay

(a) Leave without pay may be available to Employees where there are special circumstances requiring them to take leave. Any leave without pay needs to be agreed with the Shire, and other paid leave types available to Employee must be used first before accessing a period of leave without pay.

23.2 Cultural Leave

(a) An Employee covered by this Agreement, who wishes to take time off work for religious or cultural reasons may be granted leave without pay as approved by the Shire from time to time and providing reasonable evidence if required.

24 Allowances

24.1 Vehicle Allowance

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

Vehicle Usage Reimbursement Method	Rate
Kilometres Travelled (any type of vehicle)	**79c per kilometre**

(b) The Shire may require an Employee to record full details of all such official travel requirements in a log book.

(c) An Employee may only use their own personal vehicle if no Shire provided vehicles are available and they have the express written permission of their manager on that occasion.

24.2 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 other provisions within this clause 24.2, 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 assigned to one normal starting point only.

iv) An Employee may be assigned 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 Shire'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

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

i) **Excess travelling time** – at the Employee's ordinary rate for all time reasonably spent travelling to and 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

ii) **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 Shire or is paid the allowance as provided in clause 24.1 or has an arrangement with the Shire for a regular vehicle allowance in excess of the allowance provided in clause 24.1.

(c) The provisions of this clause 24.2 will not apply where an Employee is required to regular commence work at different locations (as assigned by the Shire). It will also not apply where an Employee is employed outside of the Shire's locality and needing to travel for work.

24.3 Reimbursement of Expenses

(a) All reasonable expenses incurred by the Employee at the direction of the Shire, 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 processed by the Shire and, where practicable will be reimbursed 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 Shire and the Employee. Travelling arrangements will be agreed between the Shire and the Employee in advance.

(c) The Shire 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 Shire. However, reimbursement need not be made if the Shire supplies

the tools, instruments or equipment.

(d) The Shire will require the Employee to present proof of payment prior to the reimbursement.

24.4 Camp Out Allowance

(a) When an Employee is directed to 'Camp Out' for a night for work purposes (living and working away from home and required to camp out to sleep) the following will be provided:

i) An 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.

ii) Access to a portable powered fridge.

iii) Access to appropriate communication equipment in the form of a two-way, CB radio or satellite telephone.

(b) Employees will provide their own swag.

(c) The purchase of food whilst camping out is the responsibility of the individual Employee. This allowance is not paid if accommodation is provided.

24.5 Adverse Working Conditions

(a) The provisions of this clause 24.5 only apply to Depot Employees, Landfill Employees, Airport Services Officers, Airport Reporting Officers, Rangers and Aquatic Recreation Officers (as defined in clause 5).

(b) **Adverse Working Conditions Allowance**

The following Employees will be paid an Allowance for working in adverse working conditions:

Positions Eligible	Adverse Working Conditions Allowance Amount
Full time Depot Employees (excluding those engaged in administrative support roles or Supervisors) Airport Services Officers, Airport Reporting Officers, Aquatic Recreation Officers, Landfill Gate Attendants and Rangers	$73.72 per fortnight
Full time Landfill Employees (excluding Landfill Gate Attendants)	$114.00 per fortnight

The Adverse Working Conditions Allowances will be applied on a pro-rata basis for Part time and Casual Employees for ordinary hours.

(c) In addition to the payment of the Adverse Working Conditions allowances, the Shire will supply all appropriate protective clothing and equipment for working in the particular adverse conditions as determined by the Shire.

(d) The Adverse Working Conditions Allowance is not paid during periods of leave.

24.6 East Kimberley Allowance

(a) The East Kimberley Allowance will be paid to Full time Employees and pro rata to Part time Employees based on their ordinary hours of work. The annual allowance payments will be paid in equal fortnightly instalments as a component of the standard fortnightly payroll.

i) The East Kimberley Allowance is paid to those Employees who work and live within the Kimberley region and other designated regions determined by the Shire. An Employee

who resides outside of the Kimberley region (or other designated regions by the Shire) is not entitled to the East Kimberley Allowance contained in this clause 24.6. Employees who are provided with accommodation by the Shire and/or a housing allowance in their employment contract are also not entitled to the East Kimberley Allowance in this clause 24.6.

ii) Casual Employees are also not entitled to the East Kimberley Allowance.

(b) **East Kimberley Allowance:**

Total Allowance per annum (Full time equivalent)
$11,901

Note: At Commencement Date of this Agreement, a component of the previous Component B allowances (relating to service) was integrated into the Base Rates of Pay in Appendix A (into steps 2-4 of Levels 3-9).

24.7 First Aid Allowance

(a) An Employee who has been trained to provide first aid and who is a current holder of a first aid qualification such as Senior First Aid Certificate from St John Ambulance shall be paid a fortnightly allowance of $42.00 if the Employee is appointed by the Shire to perform first aid duties.

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

(c) This allowance is not payable during periods of leave.

24.8 Fire Fighting Allowance

(a) An Employee who has received appropriate training and has been directed, in writing, by the Shire to actively fight a fire will be paid an additional hourly allowance of $0.70 for each hour in which they are actively fighting a fire.

(b) To actively fight a fire means to assist the Department of Fire and Emergency Services (DFES) or other fire brigades with activities directly related to supressing or otherwise fighting a fire.

(c) For clarity, this allowance is payable, regardless of an Employee receiving payment for the adverse working condition allowance.

24.9 Safety and Health Representative Allowance

(a) An Employee who has received appropriate training and is appointed by the Shire to perform safety and health representative duties and is responsible for signing the Safety Team Terms of Reference will be paid a fortnightly allowance of $42.00.

(b) This allowance will not apply where the requirement to perform safety and health representative duties is a requirement of the position.

(c) This allowance is not payable during periods of leave.

24.10 Fire Warden Allowance

(a) An Employee who has received appropriate training and is appointed by the Shire and approved by the Shire to perform fire warden duties and is responsible for signing the Fire Warden Duty Statement will be paid a fortnightly allowance of $42.00.

(b) This allowance will not apply where the requirement to perform fire warden duties is a requirement of the position.

(c) This allowance is not payable during periods of leave.

24.11 Meal Allowance

(a) Employees who work more than two (2) hours overtime after a minimum of ten (10) hours on duty will be paid a meal allowance of $21.00 per occurrence.

(b) Where the Shire requires the Employee to continue working for a further four (4) hours of continuous overtime work, the Employee will be paid an additional meal allowance of $21.00.

(c) A meal allowance is not payable:

i) where the Employee has been notified at least 24 hours in advance of the requirement to work overtime; or

ii) where the Employee is only required to work less than the time prescribed in clause 24.11(a)or 24.11(b); or

iii) where a meal is provided by the Shire.

25 Tools and Instruments

25.1 All tools, other than those specialist tools usually provided by a tradesperson, reasonably required by an Employee in the performance of their work, shall be provided by the Shire.

25.2 Such tools shall be clearly and permanently marked as property of the Shire and will remain the property of the Shire.

26 Termination

26.1 Termination of Employment

(a) Subject to clause 26.1(c) and 26.1(d), Either the Shire or an Employee (other than a Casual Employee) may terminate the employment by providing written notice (or payment in lieu of notice, or a combination of notice and payment in lieu of notice) of:

Period of continuous service	Period of notice
Up to one (1) year	Two (2) weeks
Over one (1) year	Four (4) weeks

(b) If an Employee is over 45 years of age and has completed at least two (2) years of continuous service with the Shire, the period of notice prescribed in clause 26.1(a) is increased by one (1) week for Shire.

(c) During a probationary period, the Shire may terminate the employment relationship with the giving of one (1) week's notice, or payment in lieu of one (1) week's salary.

(d) The Shire may end the employment of an Employee without notice if the Employee engages in serious misconduct.

(e) A period of notice given by an Employee who has terminated their employment can only be reduced by agreement with the Shire.

(f) On termination of employment, or earlier during the notice period on request, an Employee must return all the company property to the Shire.

(g) Job search entitlement:

i) Where the Shire has given notice of termination to an Employee, the Employee shall be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.

ii) The time off under sub-clause a) is to be taken at times that are convenient to the Employee after consultation with the Shire.

26.2 Employees Exempted

(a) Clause 26 shall not apply:

i) Where an Employee has been employed for a fixed or maximum term and their employment ends at the end of the contract term.

ii) To a Casual Employee.

26.3 This clause 26 is to be read and interpreted in conjunction with the TCR Order. Where there is an inconsistency between the Agreement and the TCR Order and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

27 Redundancy

27.1 Redundancy occurs where the Shire has made a decision that it no longer requires the job done by an Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

27.2 An Employee whose employment is terminated by the Shire for reason of redundancy is entitled to the following amounts of redundancy (severance) pay:

Period of Continuous Service	Redundancy (Severance) Pay
At least 1 year but less than 2 years	Four (4) weeks
At least 2 years but less than 3 years	Six (6) weeks
At least 3 years but less than 4 years	Seven (7) weeks
At least 4 years but less than 5 years	Eight (8) weeks
At least 5 years but less than 6 years	Ten (10) weeks
At least 6 years but less than 7 years	Eleven (11) weeks
At least 7 years but less than 8 years	Thirteen (13) weeks
At least 8 years but less than 9 years	Fourteen (14) weeks
At least 9 years but less than 10 years	Sixteen (16) weeks
At least 10 years	Eighteen (18) weeks

27.3 Transfer to Lower Paid Duties

(a) If because of redundancy an Employee is transferred to new duties to which a lower Base Rate of Pay applies, the Employee shall be paid at the Base Rate of Pay of their former position for a period of twelve (12) months following the date of transfer.

27.4 Employees Leaving During Redundancy Notice Period

(a) An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by clause 26.1.

(b) The Employee is entitled to receive the benefits and payments they would have received under clause 27.1 or under the NES had they remained in employment until the expiry of the notice.

(c) However, the Employee is not entitled to be paid for any part of the period of notice remaining after the Employee ceased to be employed.

27.5 Job Search Entitlement

(a) Where the Shire has given notice of termination to an Employee in circumstances of redundancy, the Employee shall be allowed time off without loss of pay of up to one day

each week of the minimum period of notice for the purpose of seeking other employment.

(b) If the Employee has been allowed paid leave for more than one (1) day during the entire notice period for the purpose of seeking other employment, the Employee shall, at the request of the Shire, produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

27.6 Employees Exempted

(a) This clause 27 shall not apply:

i) Where an Employee has been employed for a fixed or maximum term contract or an employee Employed for a specified task.

ii) Where an Employee whose employment is terminated because of serious misconduct that justifies summary dismissal.

iii) Probationary, Trainees and Casual Employees.

27.7 This clause 27 is to be read and interpreted in conjunction with the TCR Order. Where there is an inconsistency between the Agreement and the TCR Order and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

28 Stand Down

28.1 The Shire is committed to keep Employees usefully employed and before standing down Employees will:

(a) Consider available options;

(b) Consult with Employees in accordance with clause 7.1 and 7.2 (this deals with consultation in respect of certain major changes); and

(c) allow an Employee to take paid or unpaid leave instead of being stood down.

28.2 Stand Down:

(a) The Shire may stand down an Employee during a period in which:

i) an Employee cannot usefully be employed because there has been a stoppage of work; and

ii) the Shire cannot reasonably be held responsible for the cause of that stoppage of work.

(b) If the Shire stands down an Employee during a period under clause 28.2(a), the Shire is not required to make payments to the Employee for that period.

(c) The Employee is not taken to be stood down under clause 28.2(a) during a period when the Employee:

i) is taking paid or unpaid leave that is authorised by the Shire; or

ii) is otherwise authorised to be absent from their employment.

29 Superannuation

29.1 Prior to, or upon commencement, of employment the Shire must notify the Employee that the Employee has a right to nominate a superannuation fund that is a complying superannuation fund or scheme (as defined by s 48B(1) of the Act) to which the Shire must make superannuation contributions (including any co-contributions).

29.2 The Shire will make superannuation contributions in accordance with applicable Commonwealth Superannuation legislation. Contributions (including any co-contributions) will be paid into a complying superannuation fund nominated by the Employee. The Shire and the Employee will be bound by the Employee's nomination.

29.3 The Employee may, at any time, apply in writing to transfer from one fund to another and the Shire must not unreasonably refuse this request Should the Employee not specify a complying Superannuation fund or Scheme, payment will be made to the Shire's default complying fund. If an Employee then nominates a complying superannuation fund or scheme at any time in their employment, then the Shire must make superannuation contributions to that nominated complying superannuation fund or scheme.

29.4 The Shire and the Employee will be bound by the Employee's nomination unless the Employee and the Shire agree to change the fund or scheme on behalf of the Employee.

29.5 Voluntary Employee Contributions and Co-Contributions

(a) Where a Full time or Part time Employee elects to contribute additional superannuation through a salary sacrificing arrangement (or via a post-tax salary deduction), the Shire will match the additional voluntary pre-tax contributions by an Employee as follows:

Voluntary Employee Superannuation Contribution (Percentage of Base Salary)	The Shire's Co-Contribution (Percentage of Base Salary)
1%	1%
2%	2%
3%	3%
4%	4%
5% or above	5%

(b) The maximum superannuation amount (including the Superannuation Guarantee Contribution amount) which the Shire will contribute is set out below. The table below sets out over the life of the agreement the maximum annual superannuation matching of Employee contributions to superannuation in addition to statutory contributions:

Date	Anticipated Superannuation Guarantee Contribution (SGC)	Maximum superannuation contribution paid by the Shire
1 July 2025	12%	17%

(c) An Employee may adjust the amount the Employee has authorised the Shire to pay from the wages of the Employee for the Voluntary Employee Contribution from the next paid period following the given written notice to the Shire.

(d) The Shire must pay the amount authorised under clauses 29.5 no later than 28 days after the end of the month in which the deduction authorised under clauses 29.5 was made or sooner if required by relevant legislation.

(e) The Employee and Shire contributions to superannuation as described above are made to the same fund as the statutory guarantee component, a complying superannuation fund nominated by the Employee.

(f) Employees must also comply with any other requirements and rules as set out in the applicable Shire Organisational Directive as amended from time to time which relate to Co-Contributions arrangements under this clause 29.5.

(g) Clause 29.5 does not apply to Casual Employees.

30 Union Workplace Delegates

30.1 Union Training Leave

(a) Up to two (2) accredited Union Workplace delegates may be granted up to five (5) days paid leave per calendar year to attend accredited Trade Union Training. The Union must notify the Shire in advance which Employees are accredited Union Workplace delegates.

(b) Any period of approved leave includes travel time to and from the course. Approval of leave is subject to there being no additional costs to the Shire. The Shire will not pay for any costs associated with travel, accommodation, meals or course costs.

(c) The granting of leave under this clause is subject to the operational requirements of the Shire and the leave will be paid at the employees Base Rate of Pay. The Leave under this clause does not apply to Casual Employees.

(d) Applications for leave must be received at least one (1) month prior to the commencement of the training course and must be accompanied by a statement from the Union requesting attendance, including details of the course.

31 Right to Disconnect

31.1 The Shire does not expect or require Employees to respond to the Shire communications outside their normal hours of work, or whilst they are on approved leave, except for specific exceptions like urgent or serious matters which the Shire deems that cannot wait, or emergencies, or where the Employees is required to be on call or stand by for work.

31.2 Nothing in clause 31 prevents the Shire from contacting an Employee for the purposes of seeking them to work overtime or for rostering needs.

32 Organisational Directives

32.1 The Shire's Organisational directives may be amended from time to time and are not incorporated (unless expressly stated) and do not form part of this Agreement.

Appendix A – Base Rates of Pay

Classification Level	Step	FFP on Agreement Registration with WAIRC				Year 2- Rates from FFP 1 July 2026				Year 3 - Rates from FFP 1 July 2027			
		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	1	**$49,752**	**$25.1780**	$61,653	$31.2008	**$51,244**	**$25.9333**	$63,145	$31.9561	**$52,782**	**$26.7113**	$64,683	$32.7341
2	1	**$56,089**	**$28.3851**	$67,990	$34.4078	**$57,772**	**$29.2366**	$69,673	$35.2594	**$59,505**	**$30.1137**	$71,406	$36.1365
3	1	**$62,874**	**$31.8190**	$74,775	$37.8417	**$64,760**	**$32.7735**	$76,661	$38.7963	**$66,703**	**$33.7567**	$78,604	$39.7795
	2	**$65,972**	**$33.3865**	$77,873	$39.4092	**$67,951**	**$34.3881**	$79,852	$40.4108	**$69,989**	**$35.4197**	$81,890	$41.4425
	3	**$69,069**	**$34.9538**	$80,970	$40.9766	**$71,141**	**$36.0024**	$83,042	$42.0252	**$73,275**	**$37.0825**	$85,176	$43.1052
	4	**$72,618**	**$36.7502**	$84,519	$42.7730	**$74,797**	**$37.8527**	$86,698	$43.8755	**$77,041**	**$38.9883**	$88,942	$45.0110
4	**1**	**$68,374**	**$34.6023**	$80,275	$40.6251	**$70,425**	**$35.6404**	$82,326	$41.6631	**$72,538**	**$36.7096**	$84,439	$42.7323
	2	**$71,119**	**$35.9916**	$83,020	$42.0144	**$73,253**	**$37.0714**	$85,154	$43.0942	**$75,451**	**$38.1835**	$87,352	$44.2063
	3	**$74,166**	**$37.5336**	$86,067	$43.5564	**$76,391**	**$38.6596**	$88,292	$44.6824	**$78,683**	**$39.8194**	$90,584	$45.8422
	4	**$77,756**	**$39.3501**	$89,657	$45.3729	**$80,088**	**$40.5306**	$91,989	$46.5534	**$82,491**	**$41.7465**	$94,392	$47.7693
5	**1**	**$73,700**	**$37.2974**	$85,601	$43.3202	**$75,911**	**$38.4164**	$87,812	$44.4391	**$78,188**	**$39.5688**	$90,089	$45.5916
	2	**$76,821**	**$38.8768**	$88,722	$44.8996	**$79,125**	**$40.0431**	$91,026	$46.0659	**$81,499**	**$41.2444**	$93,400	$47.2672
	3	**$79,723**	**$40.3457**	$91,624	$46.3684	**$82,115**	**$41.5560**	$94,016	$47.5788	**$84,578**	**$42.8027**	$96,479	$48.8255
	4	**$83,222**	**$42.1166**	$95,123	$48.1394	**$85,719**	**$43.3801**	$97,620	$49.4029	**$88,291**	**$44.6815**	$100,192	$50.7043
East Kimberley Allowance				$11,901	$6.0228			$11,901	$6.0228			$11,901	$6.0228

Classification Level	Step	FFP on Agreement Registration with WAIRC				Year 2- Rates from FFP 1 July 2026				Year 3 - Rates from FFP 1 July 2027			
		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included		Base Rate of Pay		Base Rate of Pay plus East Kimberley Allowance Included	
		Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
6	**1**	**$78,312**	**$39.6318**	$90,213	$45.6546	**$80,662**	**$40.8208**	$92,563	$46.8435	**$83,082**	**$42.0454**	$94,983	$48.0682
	2	**$82,140**	**$41.5689**	$94,041	$47.5917	**$84,604**	**$42.8160**	$96,505	$48.8387	**$87,142**	**$44.1004**	$99,043	$50.1232
	3	**$85,513**	**$43.2758**	$97,414	$49.2986	**$88,078**	**$44.5741**	$99,979	$50.5968	**$90,721**	**$45.9113**	$102,622	$51.9340
	4	**$89,106**	**$45.0941**	$101,007	$51.1168	**$91,779**	**$46.4469**	$103,680	$52.4696	**$94,532**	**$47.8403**	$106,433	$53.8630
7	**1**	**$84,682**	**$42.8553**	$96,583	$48.8781	**$87,223**	**$44.1410**	$99,124	$50.1637	**$89,839**	**$45.4652**	$101,740	$51.4880
	2	**$88,447**	**$44.7605**	$100,348	$50.7832	**$91,100**	**$46.1033**	$103,001	$52.1261	**$93,833**	**$47.4864**	$105,734	$53.5092
	3	**$91,903**	**$46.5096**	$103,804	$52.5323	**$94,660**	**$47.9048**	$106,561	$53.9276	**$97,500**	**$49.3420**	$109,401	$55.3648
	4	**$94,943**	**$48.0483**	$106,844	$54.0711	**$97,792**	**$49.4898**	$109,693	$55.5125	**$100,726**	**$50.9745**	$112,627	$56.9972
8	1	**$94,909**	**$48.0311**	$106,810	$54.0539	**$97,757**	**$49.4720**	$109,658	$55.4948	**$100,689**	**$50.9562**	$112,590	$56.9790
	2	**$100,566**	**$50.8937**	$112,467	$56.9164	**$103,583**	**$52.4205**	$115,484	$58.4432	**$106,690**	**$53.9931**	$118,591	$60.0159
	3	**$106,223**	**$53.7563**	$118,123	$59.7791	**$109,409**	**$55.3690**	$121,310	$61.3918	**$112,691**	**$57.0301**	$124,592	$63.0529
	4	**$111,879**	**$56.6191**	$123,780	$62.6419	**$115,236**	**$58.3177**	$127,137	$64.3405	**$118,693**	**$60.0672**	$130,594	$66.0900
9	1	**$106,601**	**$53.9480**	$118,502	$59.9707	**$109,799**	**$55.5664**	$121,700	$61.5892	**$113,093**	**$57.2334**	$124,994	$63.2562
	2	**$109,323**	**$55.3253**	$121,224	$61.3481	**$112,602**	**$56.9851**	$124,503	$63.0078	**$115,981**	**$58.6946**	$127,882	$64.7174
	3	**$112,045**	**$56.7030**	$123,946	$62.7257	**$115,406**	**$58.4041**	$127,307	$64.4268	**$118,869**	**$60.1562**	$130,770	$66.1789
	4	**$114,767**	**$58.0805**	$126,668	$64.1033	**$118,210**	**$59.8229**	$130,111	$65.8457	**$121,756**	**$61.6176**	$133,657	$67.6404
East Kimberley Allowance				$11,901	$6.0228			$11,901	$6.0228			$11,901	$6.0228

Note: Annual Rates are Full time Equivalent and indicative rates only. **FFP** - means first full pay period on or after.

- At the Commencement of this Agreement the Base Rates of Pay include the Year 1 – 3% increase, with the previous District Allowance and Component B Service payments of the East Kimberley Allowance then added. Employee's Base Rates of Pay excludes East Kimberley Allowance when calculating penalty rates or loadings under this Agreement. Casual Employees are not entitled to the East Kimberley Allowance.

Appendix B – Classifications

Level 1

Level 1 covers entry level for operational Employees with minimal experience and qualifications.

1.1 Authority and accountability:

Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.

1.2 Judgment and problem solving:

Judgment is minimal and work activities include routine and clearly defined work which is coordinated by other Employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

1.3 Specialist knowledge and skills:

Job specific knowledge and skill are obtained through on-the-job training and workplace based induction training.

1.4 Management skills:

Not required at this level.

1.5 Interpersonal skills:

Limited to basic communications with other staff and possibly with the public.

1.6 Qualifications and experience:

An Employee in this level will have commenced on-the-job training, which may include an induction course.

Level 2

Level 2 covers operational Employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience.

2.1 Authority and accountability:

Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.

2.2 Judgment and problem solving:

Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

2.3 Specialist knowledge and skills:

Obtained through on-the-job training and workplace induction training. May include off the-job training through accredited short courses.

2.4 Management skills:

Not required at this level.

2.5 Interpersonal skills:

Limited to basic communications with other staff and possibly with the public.

2.6 Qualifications and experience:

Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

Level 3

Level 3 covers operational Employees undertaking duties and responsibilities in excess of Level 2 and entry level administrative Employees.

3.1 Authority and accountability:

Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower levels.

3.2 Judgment and problem solving:

Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

3.3 Specialist knowledge and skills:

Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

3.4 Management skills:

Not required at this level.

3.5 Interpersonal skills:

Employees at this level require communication skills to enable them to effectively communicate with clients, other Employees and members of the public and in the resolution of minor matters.

3.6 Qualifications and experience:

Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

Level 4

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

4.1 Authority and accountability:

Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower levels. Responsible for leading Employees in operational duties or the application of trades, administrative or technical skills.

4.2 Judgment and problem solving

The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

4.3 Specialist knowledge and skills:

Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

4.4 Management skills:

Provide Employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of Employees at the ‘work face’.

4.5 Interpersonal skills:

Employees at this level require effective communication skills to enable them to communicate with clients, other Employees and members of the public and in the resolution of routine and usual matters.

4.6 Qualifications and experience:

Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:

(a) a trade certificate or equivalent;

(b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or

(c) knowledge and skills gained through on-the-job training.

B.5 Level 5

Level 5 covers technical, administrative and trades Employees undertaking duties and responsibilities in excess of Level 4.

5.1 Authority and accountability:

The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised Employees or groups of Employees.

5.2 Judgment and problem solving:

Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.

5.3 Specialist knowledge and skills:

Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.

5.4 Management skills:

May require skills in coordinating a team of Employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of Employees at the 'work face'.

5.5 Interpersonal skills:

Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.

5.6 Qualifications and experience:

Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:

(a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or

(b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

Level 6

Level 6 covers administrative, technical or trades Employees undertaking duties and responsibilities in excess of Level 5.

6.1 Authority and accountability:

May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the Shire to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

6.2 Judgment and problem solving:

Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.

6.3 Specialist knowledge and skills:

Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

6.4 Management skills:

May provide higher level supervision of groups of operational, administrative, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.

6.5 Interpersonal skills:

Skills to communicate with Employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.

6.6 Qualifications and experience:

Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:

(a) diploma or advanced diploma; or

(b) appropriate in-house training or equivalent.

Level 7

Level 7 covers specialist technical Employees undertaking duties in excess of Level 6 and is the entry level for graduate professional Employees.

7.1 Authority and accountability:

Provides professional and/or specialist technical services to complete assignments or projects in consultation with other Employees. May work with a team of Employees requiring the review and approval of more complex elements of the work.

7.2 Judgment and problem solving:

Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the Shire's internal sources, and assistance is usually available from other professional and/or specialist technical Employees in the work area.

7.3 Specialist knowledge and skills:

Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

7.4 Management skills:

Technical and administrative Employees at this level may manage minor projects involving Employees in lower levels and other resources. Graduate professional Employees at this level are not expected to perform such management functions.

7.5 Interpersonal skills:

Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

7.6 Qualifications and experience:

Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

Level 8

Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the Shire.

8.1 Authority and accountability:

Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

8.2 Judgment and problem solving:

Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.

8.3 Specialist knowledge and skills:

Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.

8.4 Management skills:

Technical Employees at this level may manage more complex projects involving people and other resources. Professional Employees at this level may manage minor projects involving Employees in lower levels and other resources.

8.5 Interpersonal skills:

Interpersonal skills in leading and motivating Employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

8.6 Qualifications and experience:

Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

Level 9

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.

9.1 Authority and accountability:

Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the Shire on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Shire and have significant impact upon external parties dealing with the Shire. The position's influence would have an important role in the overall performance of the function.

9.2 Judgment and problem solving:

Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the Shire in the resolution of problems.

9.3 Specialist knowledge and skills:

Positions require knowledge and skills for the direction and control of a key function of the Shire or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

9.4 Management skills:

Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

9.5 Interpersonal skills:

Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the Shire and to liaise with external bodies.

9.6 Qualifications and experience:

Employees will have a relevant degree or equivalent with extensive practical experience.

Appendix C – Supported Wage Employees

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

C.2 In this Appendix:

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

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

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

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

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

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

C.3 Eligibility criteria

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

This Appendix does not apply to any existing Employee who has a claim against the Shire which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant Minimum Wage Rate according to the following schedule:

Assessed capacity (clause C.5) **%**	**Relevant Minimum Wage Rate** **%**
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

Provided that the minimum amount payable must be not less than **$113** per week. Where an employee's assessed capacity is **10%**, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the SWS by an approved assessor, having consulted the Shire and employee and, if the employee so desires, a Union which the employee is eligible to join.

All assessments made under this schedule must be documented in an SWS wage assessment agreement and retained by the Shire.

C.6 Lodgement of SWS wage assessment agreement

All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the Shire with the Registrar of the WAIRC.

All SWS wage assessment agreements must be agreed and signed by the Employee and the Shire - parties to the assessment. Provided that a Union which is party to the award is able to lodge an objection to the Registrar by certified mail within ten (10) working days

C.7 Review of assessment

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

C.8 Other terms and conditions of employment

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

C.9 Workplace adjustment

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

Appendix D – Requesting Casual Conversion

D.1. An Employee engaged as a Regular Casual Employee may request that their employment be converted to Full time or Part time employment, in accordance with this clause.

D.2. A ***Regular Casual Employee*** is a Casual Employee who has in the preceding period of twelve (12) months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a Full time Employee or parttime Employee under the provisions of this Agreement.

D.3. A Regular Casual Employee who has worked equivalent Full time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to Full time employment.

D.4. A Regular Casual Employee who has worked less than equivalent Full time hours over the preceding period of twelve (12) months' casual employment may request to have their employment converted to Part time employment consistent with the pattern of hours previously worked.

D.5. Any request under this clause must be in writing and provided to the Shire.

D.6. Where a Regular Casual Employee seeks to convert to Full time or Part time employment, the Shire may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the Employee.

D.7. Reasonable grounds for refusal include, but are not limited to, that:

D.7.1. it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a Full time or Part time Employee in accordance with the provisions of this Agreement – that is, the Casual Employee is not truly a Regular Casual Employee as defined in clause D.2;

D.7.2. it is known or reasonably foreseeable that the Regular Casual Employee's position will cease to exist within the next twelve (12) months;

D.7.3. it is known or reasonably foreseeable that the hours of work which the Regular Casual Employee is required to perform will be significantly reduced in the next twelve (12) months;

D.7.4. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next twelve (12) months which cannot be accommodated within the days and/or hours during which the Employee is available to work; or

D.7.5 acceptance of the request by the Shire would contravene a merit selection employment requirement contained in the *Local Government Act 1995*, as amended from time to time; or

D.7.6 any other reason deemed appropriate by the Shire.

D.8. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.

D.9 Where the Shire refuses a Regular Casual Employee's request to convert, the Shire must provide the Casual Employee with the Shire's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Shire's refusal, this will constitute a dispute that will be dealt with under the Dispute Resolution Procedure in clause 6.

D.10. Where it is agreed that a Casual Employee will have their employment converted to Full time or Part time employment as provided for in this clause, the Shire and Employee must discuss and record in writing:

D.10.1 the form of employment to which the Employee will convert – that is, Full time or Part time employment; and

D.10.2 if it is agreed that the Employee will become a Part time Employee, the matters referred to in clause 8.4.

D.11. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.

D.12. Once a Casual Employee has converted to Full time or Part time employment, the Employee may only revert to Casual employment with the written agreement of the Shire.

D.13. A Casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.

D.14. Nothing in this clause obliges a Regular Casual Employee to convert to Full time or Part time employment, nor permits the Shire to require a Regular Casual Employee to so convert.

D.15. Nothing in this clause requires the Shire to increase the hours of a Regular Casual Employee seeking conversion to Full time or Part time employment.

Signatories

SIGNED by the Shire of Wyndham East Kimberley:

Vernon Lawrence

Name

Chief Executive Officer

Position

On 13/08/2026

20 Coolibah Drive Kununurra WA 6743

Address

Signature

SIGNED by WASU:

~~Wayne Wood~~ JILL HUGO

Name

Assistant Secretary

Position

on 8/7/2026

102 East Parade East Perth WA 6004

Address

Signature

Schedule 1: Regulation 57(2) Statement

The Local Government Racing and Cemeteries Employees Union (WA) (LGRCEU) is a party to the Shire of Wyndham East Kimberley Enterprise Agreement 2021 and is not a party to the Shire of Wyndham East Kimberley Industrial Agreement 2025.