



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shire of Wyndham East Kimberley
(AG2021/8423)

SHIRE OF WYNDHAM EAST KIMBERLEY ENTERPRISE AGREEMENT 2021

Local government administration

COMMISSIONER MCKINNON

MELBOURNE, 8 DECEMBER 2021

Application for approval of the Shire of Wyndham East Kimberley Enterprise Agreement 2021.

[1] Shire of Wyndham East Kimberley has applied for approval of a single enterprise agreement known as the *Shire of Wyndham East Kimberley Enterprise Agreement 2021* (the Agreement).

[2] A written undertaking has been given in accordance with section 190 of the Act and is attached at Annexure A. I am satisfied that the undertaking is not likely to cause financial detriment to any employee covered by the Agreement and does not result in substantial changes to the Agreement. The undertaking is taken to be a term of the Agreement.

[3] With the undertaking now given, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[4] The Agreement is approved and will operate from the first full pay period on or after 15 December 2021. The nominal expiry date of the Agreement is 30 June 2025.

[5] The Agreement covers the Australian Municipal, Administrative, Clerical and Services Union.


COMMISSIONER


The signature of Commissioner McKinnon is written in blue ink over the seal. The seal is circular with the text 'THE SEAL OF THE FAIR WORK COMMISSION' around the perimeter and the Australian coat of arms in the center.

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ANNEXURE A

SHIRE of WYNDHAM | EAST KIMBERLEY



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IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2021/8423

Employer:

Shire of Wyndham East Kimberley (Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Shire of Wyndham East Kimberley Enterprise Agreement 2021 (Agreement)

Authorised representative:

Vernon Lawrence
Chief Executive Officer of the Employer

Undertaking- Section 190

For and on behalf of the Employer I, Vernon Lawrence:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. The Employer undertakes that for a level 1 employee the minimum rate of pay from 1 July 2021 will be \$43,000 per year or \$21.7611 per hour. Therefore, the first four rows of Appendix A – Minimum Wages will be read as follows:

KUNUNURRA
20 COOLIBAH DRIVE

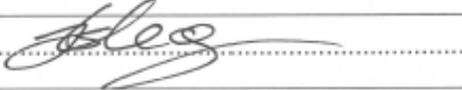
WYNDHAM
KOOLANA STREET

LOCATING
HOURS

SWEK

8:00AM - 4:00PM MON-FRI

Level	Step	Rate of pay from 1 July 2021		Rate of pay from 1 July 2022		Rate of pay from 1 July 2023		Rate of pay from 1 July 2024	
		Annual Salary	Hourly Rate						
1		\$43,000.00	\$21.7611	\$43,645.00	\$22.0876	\$44,408.79	\$22.4741	\$45,296.96	\$22.9236

Date signed:	2nd December 2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vernon Lawrence
Signature:	
Witness name:	Felicity Hoading
Witness signature:	

KUNUNURRA

20 COOLIBAH DRIVE

WYNDHAM

KOOLAH STREET

LOCATIONS
HOURS

SWEK

8 AM - 4 PM MON-FRI



ENTERPRISE AGREEMENT 2021

SHIRE OF WYNDHAM EAST KIMBERLEY

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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1 TITLE

- 1.1.1 This Agreement shall be known as the Shire of Wyndham East Kimberley Enterprise Agreement 2021 (the **Agreement**).
- 1.1.2 The Shire of Wyndham East Kimberley Enterprise Agreement 2021 replaces in its entirety the Shire of Wyndham East Kimberley Enterprise Agreement 2017.

2 DEFINITIONS

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

Adult Apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

Agreement means this document and its Appendices.

CEO means the Chief Executive Officer.

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.

CPI means the percentage increase in the Consumer Price Increase for Perth for all groups for the 12 month period to the 31st March for the preceding year.

Employee means an employee of the Employer that is covered by this Agreement.

Employer means the Shire of Wyndham East Kimberley.

Executive Management Team is the team comprised of the CEO and Directors.

Family and Domestic Violence means violent, threatening or other abusive behaviour by a Close Relative of an Employee that seeks to coerce or control the Employee and causes the Employee harm or to be fearful.

Hourly Ordinary Time Rate of an Employee is the minimum hourly rate of pay specified in clause 10 and Appendix A for the Employee's classification.

Immediate Family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee, or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

NES means the National Employment Standards in the *Fair Work Act 2009*.

RDO means a rostered day off.

Shiftworker means an Employee who:

- (a) works a roster and who, over the roster cycle, may be rostered to work ordinary shifts on any 7 days of the week; and
- (b) who is regularly rostered to work on Sundays and public holidays.

Standard Rate means the Hourly Ordinary Time Rate for a level 4.1 Employee.

Written Approval means either by email, letter or memo format.

3 PARTIES BOUND

- 3.1.1 The Agreement shall apply to the Shire of Wyndham East Kimberley and employees that are employed by the Shire of Wyndham East Kimberley, excluding the Chief Executive Officer and employees holding executive or senior roles classified as level 10 or higher.

4 OPERATION OF AGREEMENT

- 4.1.1 This Agreement shall operate from the first full pay period on or after seven days after the date of approval of this Agreement by the Fair Work Commission and shall have a nominal expiry date of 30 June 2025.

5 RELATIONSHIP TO NES

- 5.1.1 Subject to clauses 5.1.2 and 5.1.3, this Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 5.1.2 Should the Employer cease to be a national system employer by operation of section 14(2) of the *Fair Work Act 2009* then, all references to the NES will be taken to be references to the corresponding provisions under the *Minimum Conditions of Employment Act 1993 (WA)* (as amended from time to time), except for those provisions of the NES that apply to non-national system employers. If there are no corresponding provisions of the *Minimum Conditions of Employment Act 1993 (WA)* in respect of a NES provision then those provisions of the NES cease to apply.
- 5.1.3 The corresponding provisions under the *Minimum Conditions of Employment Act 1993 (WA)* are those that are of a similar effect to the relevant NES provision.

6 AGREEMENT FLEXIBILITY

- 6.1.1 The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) the agreement deals with 1 or more of the following matters:
 - i) arrangements for when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b) the arrangement meets the genuine needs of the Employer and the Employee in relation to 1 or more of the matters mentioned in paragraph a); and
 - c) the arrangement is genuinely agreed to by the Employer and the Employee.

- 6.1.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.1.3 The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Employer and Employee; and
 - c) is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the parent or guardian of the Employee; and
 - d) includes details of:
 - i) the terms of the Agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - e) states the day on which the arrangement commences.
- 6.1.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.1.5 The Employer or the Employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the Employer and Employee agree in writing - at any time.

7 DISPUTE RESOLUTION PROCEDURE

- 7.1.1 If a question, dispute or difficulty should arise in the workplace on the meaning or effect of this Agreement or the National Employment Standards, then this dispute resolution procedure will apply.
- 7.1.2 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.
- 7.1.3 At any stage in the dispute resolution procedure an Employee may seek the assistance of a representative. This could be either a workplace union representative or some other personal representative e.g. work colleague, and is an option available to Employees.

- 7.1.4 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 one week, 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 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 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.
- 7.1.5 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.
- 7.1.6 Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- 7.1.7 Sensible time limits shall be allowed for the completion of the various stages of the discussions, as agreed by the parties.
- 7.1.8 Emphasis shall be placed on a negotiated settlement however, if the negotiation process is exhausted without the dispute being resolved, the parties can agree to refer the matter to the Fair Work Commission for resolution.
- 7.1.9 The parties agree to accept the decision of the Fair Work Commission as binding, subject to an appeal where applicable.
- 7.1.10 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.
- 7.1.11 The Employer 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.

8 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

8.1 Employer to Notify

- 8.1.1 Where an Employer has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, if any.

- 8.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of 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.
- 8.1.3 The Employer will notify Employees who may be affected of any new or updated Policies and Organisational Directives.
- 8.1.4 For the purpose of this clause, changes of the roster at the airport to meet scheduled flights is not considered a major change.

8.2 Employer to Discuss

- 8.2.1 If the Employee appoints a representative for the purpose of consultation and the Employee advises the Employer of the identity of the representative then the Employer must recognise the representative.
- 8.2.2 The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, 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.
- 8.2.3 The discussions must commence as early as practicable after a decision has been made by the Employer to make the changes referred to in clause 8.1.
- 8.2.4 For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected time frame of the change, the expected effects of the changes on Employees and any other matters likely to affect Employees. The Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.
- 8.2.5 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.3 Change to Regular Roster or Ordinary Hours of Work

- 8.3.1 Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the subclauses 8.3.2 to 8.3.6 will apply.
- 8.3.2 The Employer 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.
- 8.3.3 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 Employer of the identity of the representative, the Employer must recognise the representative.

- 8.3.4 As soon as practicable after proposing to introduce the change, the Employer must:
- a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion provide to the relevant Employees:
 - i) all relevant information about the change, including the nature of the change; and
 - ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.3.5 The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.3.6 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

9 TYPES OF EMPLOYMENT

- 9.1.1 Employees will be employed in one of the following categories;
- a) full time; or
 - b) part-time; or
 - c) casual.
- 9.1.2 At their time of Engagement, the Employer will inform each Employee of the terms of their engagement and in particular whether they are to be full-time, part-time, or casual. Employees can also be engaged on fixed or maximum term contract. Such decisions will then be recorded on the relevant personnel file.

9.2 Full-Time Employees

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

9.3 Part-Time Employees

- 9.3.1 A part-time Employee is an Employee who:
- a) works less than 38 hours per week;
 - b) has reasonably predictable hours of work; and
 - c) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time Employee who does the same kind of work.
- 9.3.2 At the time of engagement the Employer and the part-time Employee will agree on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times.

- 9.3.3 Any agreed variation to the hours of work will be recorded in writing.
- 9.3.4 The Employer is required to roster a part-time Employee for a minimum of one hour on any shift.
- 9.3.5 Agreed additional hours
- A part-time Employee may agree to work up to an average of 38 hours per week at the Hourly Ordinary Time Rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary rates.
- 9.3.6 Additional hours by direction
- Subject to clause 9.3.5, where a part-time Employee is directed to work hours in excess of the hours agreed under clause 9.3.2 or as varied under clause 9.3.3, such hours will be overtime and paid for at the overtime rates in clause 13 of the Agreement.

9.4 Casual Employees

- 9.4.1 A casual Employee is an Employee who is engaged and paid as such but does not include a part-time or full-time Employee.
- 9.4.2 Casual loading
- Casual Employees will be paid, in addition to the Hourly Ordinary Time Rate and rates payable for shift and weekend work on the same basis as a weekly Employee, an additional loading of 25% of the Hourly Ordinary Time Rate for the classification in which they are employed as compensation instead of paid leave under this Agreement.
- 9.4.3 Penalties and overtime
- Penalties, including public holiday penalties and overtime, for casual Employees, will be calculated on the Hourly Ordinary Time Rate for the classification in which they are employed exclusive of the casual loading.
- 9.4.4 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.
- 9.4.5 Requesting casual conversion
- The right to casual conversion is provided in accordance with the NES. However, the Appendix D – Requesting Casual Conversion applies should the Employer cease to be a national system employer by operation of section 14(2) of the *Fair Work Act 2009* and there is no other statutory pathway to request or offer casual conversion provided in state legislation.

9.5 Fixed or Maximum Term Contract

- 9.5.1 Fixed or maximum term contract Employees are Employees engaged for a fixed or maximum term period 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.

10 WAGES

10.1 Classifications and Wage Increases

- 10.1.1 All Employees covered by this Agreement will be classified according to the structure set out in Appendix B – Classifications.
- 10.1.2 The Employer must advise Employees in writing of their level on commencement of employment and of any subsequent changes to their level. The level will be determined by the Employer according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of their employment, and in line with the Classification structure set out in Appendix B – Classifications.
- 10.1.3 The minimum rate of pay applicable to an Employee’s classification is shown in Appendix A – Minimum Wages, it includes:
- An increase of 1.5% or CPI capped at 2.0% (whichever is greater) on the first full pay period on or after 1 July 2022.
 - An increase of 1.75% or CPI capped at 2.0% (whichever is greater) on the first full pay period on or after 1 July 2023.
 - An increase of 2.0% on the first full pay period on or after 1 July 2024.

10.2 Minimum Wages

- 10.2.1 Subject to clauses 10.2.3 to 10.2.7, an Employee will be paid not less than the minimum rate of pay applicable to the Employee’s classification as shown in Appendix A – Minimum Wages.
- 10.2.2 Payment of salaries and wages shall be made fortnightly.
- 10.2.3 Junior Rates

Junior Employees will be paid the following percentage of the appropriate wage rate set out in clause 10.2.1:

Age	% of Hourly Ordinary Time Rate
Under 17 years	55
17 years	65
18 years	75
19 years	85
20 years	95

- 10.2.4 Apprentices
- The terms of this Agreement apply to apprentices, except where otherwise provided.
 - The minimum wage rates for apprentices are as follows:

Four Year Apprenticeship	Have not completed year 12	Have completed year 12
% of Level 4.1 rate		
1 st year	50	55
2 nd year	60	65
3 rd year	75	75
4 th year	90	90

Three Year Apprenticeship	Have not completed year 12	Have completed year 12
% of Level 4.1 rate		
1 st year	50	55
2 nd year	70	70
3 rd year	90	90

- c) An adult apprentice will be paid no less than the minimum wage rate for level 2.1.
- d) A person employed by the Employer under this Agreement immediately prior to entering into a training agreement as an adult apprentice with the Employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an Employee of the Employer for at least 6 months as a full-time Employee or 12 months as a part-time or regular and systematic casual Employee immediately prior to starting the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification level in which the adult apprentice was engaged immediately prior to entering into the training agreement.
- e) Block release training
- i) Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the Employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training.
 - ii) Clause 10.2.4e)i) will not apply where the apprentice could attend an alternative Registered Training Organisation (**RTO**) and the use of the more distant RTO is not agreed between the Employer and the apprentice.

- iii) For the purposes of clause 10.2.4e)i), excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. Excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- iv) The amount payable by an Employer under clause 10.2.4e)i) may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or the Employer has advised them in writing of the availability of such assistance.

f) Training fees

- i) All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the Employer:
 - within 6 months of the commencement of the apprenticeship or the relevant stage of the apprenticeship; or
 - within 3 months of the commencement of the training provided by the RTO,

whichever is the later, unless there is unsatisfactory progress.

- ii) The Employer may meet its obligations under clause 10.2.4f)i) by paying any fees and/or cost of textbooks directly to the RTO.
- g) An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- h) Subject to the provisions of Appendix C – School-based Apprentices, time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the Employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions.
- i) No apprentice will, except in an emergency, work or be required to work overtime or shiftwork at times which would prevent their attendance at training consistent with their training contract.

10.2.5 School-based Apprentices

For school-based apprentices, see Appendix C – School-Based Apprentices.

10.2.6 Supported Wage System Employees

The minimum 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 Schedule E – Supported Wage System of the Local Government Industry Award 2020 (as amended from time to time), provided that any reference to the “relevant minimum wage” means the minimum wage prescribed in this Agreement for the class of work for which the Employee is engaged.

All other terms of this Agreement do not apply to Supported Wage System Employees, except where otherwise expressly provided.

10.2.7 National training wage

The minimum rates of pay and conditions of employment applicable to trainees shall be in accordance with Schedule E to the Miscellaneous Award 2020 as provided in the Local Government Industry Award 2020 (as amended from time to time), provided that their pay rate will be 1% higher than the Award rate at any given time.

All other terms of this Agreement do not apply to Trainees, except where otherwise expressly provided.

10.3 Higher Duties

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

10.3.2 Subject to clauses 10.3.2a) and 10.3.2b), higher duties will not be paid when the relieving Employee is absent on leave or on a public holiday:

- a) Where an Employee performs higher duties and is in receipt of a higher Hourly Ordinary Time Rate 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.
- b) The amount of annual leave or personal/carer’s leave that is paid at the higher Hourly Ordinary Time Rate will be proportional to the amount of annual leave or personal/carer’s leave accrued whilst performing the higher duties work.

11 HOURS OF WORK

11.1.1 The Employer supports flexible work arrangements to assist Employees in balancing work and personal life.

11.1.2 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 four (4) week work cycle.

11.2 Days on which Ordinary Hours can be Worked

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

- 11.2.2 Days on which ordinary hours for Employees in the following roles or work area can be worked are Monday to Sunday:
- a) aerodromes/airports;
 - b) caretakers/hall keepers/caravan park Employees;
 - c) cleaners;
 - d) community services;
 - e) customer services centres;
 - f) garbage, sanitary and sullage services;
 - g) local law enforcement and community safety services;
 - h) libraries;
 - i) parking station attendants;
 - j) recreation centres;
 - k) tourism services.
- 11.2.3 Except as otherwise provided, an Employee who works ordinary hours on a Saturday or Sunday in a role/work area as prescribed in clause 11.2.2 will be entitled to weekend penalty rates in accordance with clause 12.2.1.

11.3 Span of Ordinary Hours

- 11.3.1 The span of ordinary hours worked on a day which ordinary hours can be worked will be between 6:00 am and 6:00 pm, except for Employees engaged in the following roles/work areas:
- a) Libraries – the span of hours will be 8:00 am to 9:00 pm.
 - b) Aerodromes/airports, caretakers/hall keepers/caravan park Employees, catering/hospitality, cleaners, community services, garbage, sanitary and sullage services, livestock and saleyards, local law enforcement and community safety services, parking station attendants, recreation centres and tourism services – the span of hours will be 5:00 am to 10:00 pm.
- 11.3.2 The method of working these hours is to be determined by mutual agreement between the Employee(s) and the Employer.

11.4 RDOs

- 11.4.1 Subject to clause 11 – Hours of Work, full-time Employees, who are rostered to work 8 hours per day are eligible to accrue 0.4 hours per day towards one (1) rostered day off (RDO) per four (4) week work cycle.
- 11.4.2 The RDO will be rostered by the Employer to be taken once within a four week cycle. When rostering an RDO the Employer will consider any preference expressed by the Employee, taking into consideration operational requirements.

- 11.4.3 If the designated RDO falls on a public holiday then the Employer may elect to:
- a) Move the RDO to the next working day or, by agreement with the Employee, some other day.
 - b) Pay the Employee a day's pay at ordinary rates in addition to the ordinary week's pay.
- 11.4.4 The Shire, due to operational requirements, can request the Employee to work on an RDO by giving two (2) days' notice. Such requests shall not be unreasonably refused by the Employee on the understanding the RDO will be taken on another agreed day, within four (4) weeks of the original RDO date.
- 11.4.5 RDOs will accrue on public holidays, local government days, annual leave and personal leave. RDOs will not accrue on any other type of leave.
- 11.4.6 Under the previous enterprise agreement Employees were eligible to accrue RDOs. Employees with accrued but untaken RDOs must take RDOs before taking annual leave.
- 11.4.7 If on termination of employment an Employee has any accrued but untaken RDOs then their balance will be paid at the Hourly Ordinary Time Rate.

11.5 Maximum Ordinary Work Hours in a Day

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

11.6 Rosters and Changes to Rosters

- 11.6.1 A roster can be altered by mutual consent at any time and/or may be altered by the Employer 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 Employer has no control.
- 11.6.2 The roster for an Employee may be altered or broken at short notice by the Employer for operational reasons caused by external causes that has arisen unexpectedly and is beyond the Employer's control. The Employer will consult with Employees about the change and the extraordinary external cause.

11.7 Meal Breaks

- 11.7.1 An Employee will not be required to work more than five (5) hours without receiving an unpaid meal break of at least 30 minutes.
- 11.7.2 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.

- 11.7.3 The Employer 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:
- a) childcare services;
 - b) recreation centres;
 - c) tourism services;
 - d) community services;
 - e) airport services.
- 11.7.4 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 manager will be reasonable in the application of this clause to ensure that the needs of Employees are met.

12 PENALTY RATES

12.1 Weekday Penalty Rates

- 12.1.1 An Employee required to work ordinary hours on a Monday to Friday outside the span of hours provided in clause 11.3 will be paid a penalty of 20% in addition to the Hourly Ordinary Time Rate for hours worked outside of such span.

12.2 Weekend Penalty Rates

- 12.2.1 An Employee (other than an Employee engaged in recreation centres or community services) who works on a Saturday or Sunday in a role/work area specified in clause 11.2.2 will be entitled to the following penalties for all ordinary hours worked.
- a) all ordinary hours worked on a Saturday will be paid at the rate of time and a half. Saturday is taken to commence at midnight on Friday and finish at midnight on Saturday;
 - b) all ordinary hours worked on a Sunday will be paid at the rate of time and three quarters. Sunday is taken to commence at midnight on Saturday and finish at midnight on Sunday;
 - c) weekend penalty rates for ordinary hours worked in accordance with clauses 12.2.1a) or 12.2.1b) will be paid for the actual time worked on Saturday and/or Sunday.

12.3 Weekend Penalties for Recreation Centres and Community Services

- 12.3.1 Employees engaged in recreation centres or community services will not be entitled to weekend penalty rates for ordinary hours worked on Saturday or Sunday between the hours of 5:00 am and 10:00 pm. All other weekend hours for such Employees will be paid according to clause 12.2.

13 OVERTIME

13.1 Definition of Overtime

- 13.1.1 Overtime shall mean all work performed, at the direction of the Employer:
- a) in excess of the maximum ordinary hours on any day provided by clause 11.5;
 - b) on days other than ordinary working days as specified in clause 11.2; or
 - c) in excess of the Employee's ordinary weekly hours as specified in clause 11.1.2.

13.2 Payment of Overtime

- 13.2.1 Except as otherwise provided, overtime will be paid at the rate of time and a half for the first two (2) hours and double time thereafter.
- 13.2.2 Overtime worked after 12:00 noon on a Saturday and all day Sunday shall be paid at the rate of double time.
- 13.2.3 The payment for overtime rates is calculated on the Employee's Hourly Ordinary Time Rate.
- 13.2.4 In computing overtime, each day's work stands alone.
- 13.2.5 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.

13.3 Time Off in Lieu of Payment for Overtime

- 13.3.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime.
- 13.3.2 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 Employee to work additional hours.
- 13.3.3 Overtime taken as time off shall be taken at the ordinary time rate, that is an hour off for each hour of overtime worked.
- 13.3.4 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 Employer 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.
- 13.3.5 Employees will ensure that timesheets accurately reflect time in lieu. Monthly reports of all time in lieu will be provided to the CEO and Executive Management Team for review.
- 13.3.6 If, on termination of the Employee's employment, time off for overtime worked by the Employee to which clause 13.3 applies has not been taken, the Employer must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

13.4 Reasonable Overtime

- 13.4.1 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- a) any risk to the Employee's health and safety;
 - b) the Employee's personal circumstances, including family responsibilities;
 - c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
 - d) any other relevant matter.
- 13.4.2 Should Employees be required to work overtime, they will be authorised to do so by their Manager prior to the working of the overtime and will be paid as per agreement guidelines.

13.5 Rest Period After Overtime

- 13.5.1 When overtime work is necessary it will be arranged wherever reasonably practicable for Employees to have at least 10 consecutive hours off duty between the work on successive days.
- 13.5.2 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 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:
- a) the Employee must be released from duty after that overtime is finished until the Employee has had 10 consecutive hours off duty; and
 - b) there will be no loss of pay for ordinary hours of work which occur during this absence.
- 13.5.3 The following conditions apply to an Employee who, on the instructions of the Employer, resumes or continues work without having had 10 consecutive hours off duty in accordance with clause 13.5.2:
- a) the Employee must be paid at double the Hourly Ordinary Time Rate until the Employee is released from duty;
 - b) the Employee is then entitled to be absent for 10 consecutive hours; and
 - c) there will be no loss of pay for ordinary hours of work time which occur during this absence.
- 13.5.4 Clauses 13.5.1, 13.5.2 and 13.5.3 will not apply where an Employee works for less than 3 hours on-call, call-back or remote response on any one day in accordance with clauses 14.1 or 14.2 to 14.4.

14 STANDBY FOR WORK

14.1 Call Back

- 14.1.1 For the purpose of this Agreement, an Employee will be deemed to be on a call-back if the Employee is recalled to work overtime, after leaving the Employer's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. If an Employee has not left work and is asked to remain working this does not meet the definition of call-back.
- 14.1.2 Any Employee who is called back to work will be paid for a minimum of three (3) hours worked at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within three hours of a call-back will not attract any additional payment. An Employee working on a call-back will be paid the appropriate overtime rate from the time that such Employee departs for work.
- 14.1.3 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. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

14.2 On Call

- 14.2.1 An Employee directed by the Employer to be available for duty outside of the Employee's ordinary working hours will be on call. An Employee on call must be able to be contacted and immediately respond to a request to attend work.

14.3 On Call Allowance

- 14.3.1 Where the Employee is on call, the Employee will be paid an on call allowance each day equivalent to:
- a) one and a half (1.5) hours at the Standard Rate for an Employee on call, Monday to Friday inclusive;
 - b) two (2) hours at the Standard Rate if required to be on call on a Saturday; or
 - c) three (3) hours at the Standard Rate if required to be on call on a Sunday or a public holiday.
- 14.3.2 A day means a 24 hour period for the purpose of clause 14.3.

14.4 On Call Pay for Response

14.4.1 Call out

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

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.

14.4.2 Remote response

- a) An Employee who is in receipt of an on call allowance and available to immediately:
- i) respond to phone calls or messages;
 - ii) provide advice ('phone fixes');
 - iii) arrange call out/rosters of other employees; and
 - iv) remotely monitor and/or address issues by remote telephone and/or computer access,

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

- b) An Employee remotely responding will be required to maintain and provide to the Employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an Employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes but with a minimum payment of one (1) hour.

14.5 Broken Shift Allowance

14.5.1 A broken shift (also called a split shift) allowance is payable to a full-time or part-time Employee who are rostered or forewarned that they are required to work two (2) or more shifts in a single day. The broken shift allowance is paid at the rate of \$20 per broken shift.

14.5.2 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.

15 PUBLIC HOLIDAYS

15.1.1 The Public Holidays are New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, ANZAC Day, Western Australia Day, Queen's Birthday, Christmas Day, and Boxing Day, in accordance with the *Public and Bank Holiday Act 1972 (WA)*, as amended from time to time.

15.1.2 Where an Employee is required to work on a public holiday they will be paid at the rate of double time and a half for the actual hours worked.

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

15.1.4 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.

16 LOCAL GOVERNMENT DAYS

- 16.1.1 Two (2) additional days in lieu are available per annum to each Employee (excluding casual Employees). These shall be known as “Local Government Days”.
- 16.1.2 One of these days will be granted as accrued, to each Employee employed by the Employer on Christmas Day and the other will be deemed as accrued on Good Friday.
- 16.1.3 Local Government Days are to be taken in the financial year in which they fall due by mutual agreement with the Employer, and if not taken they do not accumulate from year to year.
- 16.1.4 If an Employee’s employment is terminated, any Local Government Days accrued in the financial year of the date of termination that have not been taken are to be paid out on termination of employment.

17 ANNUAL LEAVE PERIOD AND LONG SERVICE LEAVE

- 17.1.1 Annual leave is provided at six (6) weeks per annum for full-time and part-time Employees including Shiftworkers.
- 17.1.2 Annual leave accrues progressively during a year of service according to the Employee’s ordinary hours of work and accumulates from year to year.
- 17.1.3 During a period of annual leave an Employee shall receive a loading of 17.5% on the Hourly Ordinary Time Rate.
- 17.1.4 Leave loading is payable on all accrued annual leave including the accrual within the first twelve months.
- 17.1.5 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 was given.

17.2 Leave on Termination

- 17.2.1 Accrued but untaken annual leave hours and applicable annual leave loading shall be paid to the Employee upon termination.

17.3 Absence from Work

- 17.3.1 Any time in respect of which an Employee is absent from work, except time for which the Employee is entitled to claim paid personal leave, time spent on annual leave as prescribed in this Agreement, long service leave, community service leave and periods of stand-down, shall not count for the purpose of determining the length of continuity of service.

17.4 Taking of Leave

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

- 17.4.2 Annual leave shall be given and taken in such period or periods and at such time or at such times mutually convenient to the Employer and the Employee and, except as hereinafter provided, within twelve months of the day upon which the leave accrued due.
- 17.4.3 Subject to the provisions within clause 17, an Employee shall take their annual leave within 12 months of it falling due.
- 17.4.4 Employees who possess in excess of five (5) weeks accrued annual leave will be:
- a) notified in writing; and
 - b) required to negotiate with their Manager and agree to a time when the annual leave is to be taken, which must be within a reasonable timeframe; and
 - c) required to have the agreement in writing.
- 17.4.5 Where an agreement has not been reached and an Employee has accrued more than 10 weeks' paid annual leave, the Employer may direct the Employee in writing to take one or more periods of paid annual leave, provided the Employee's remaining accrued annual leave is not less than six (6) weeks.

17.5 Christmas Leave

- 17.5.1 Kununurra and Wyndham Shire Offices will be closed for the period between Boxing Day and New Year's Day, however a 'skeleton' crew will be rostered on to ensure basic works continue whilst ensuring that sufficient Employees are available in the case of an emergency.
- 17.5.2 Where Employees are required to work around or during times of public holidays they shall be given the first option to have leave/time off at the same period in the next year.
- 17.5.3 The Employer can direct Employees to take annual leave during the Christmas period close down. If an Employee does not have enough annual leave then they will be required to take leave without pay.

17.6 Leave Without Pay

- 17.6.1 Leave without pay for special circumstances will be available to all Employees at the discretion of the CEO.

17.7 Cultural Leave

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

17.8 Payout of Leave

- 17.8.1 An Employee is entitled to cash out up to two (2) weeks of accrued annual leave per financial year. The Employee shall be entitled to 17.5% leave loading on annual leave cashed out.

- 17.8.2 Certain rules apply when cashing out annual leave:
- a) an Employee needs to have at least four (4) weeks annual leave remaining;
 - b) a written agreement needs to be made each time annual leave is cashed out;
 - c) the Employer can't force or pressure an Employee to cash out annual leave;
 - d) 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;
 - e) must be approved by the CEO.

17.9 Long Service Leave

- 17.9.1 An Employee is entitled to long service leave in accordance with the *Local Government (Long Service Leave) Regulations*, as varied from time to time.
- 17.9.2 In accordance with the *Local Government (Long Service Leave) 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.
- 17.9.3 A minimum of two months notification to management of the taking of long service leave is a required.

18 COMMUNITY SERVICE LEAVE

- 18.1.1 Community service leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.

18.2 Special Community Service Leave

- 18.2.1 Special community service leave is a provision for paid leave for a full-time Employee to undertake a recognised community service activity including reasonable travel and rest time for a recognised community service activity which is authorised by the CEO. Special community service leave may be taken for:
- a) recognised community service activities;
 - b) voluntary emergency management activities;
 - c) defence service or training;
 - d) reasonable travelling time associated with the activity.
- 18.2.2 Special community service leave is leave that is not taken from an Employee's current leave entitlements.
- 18.2.3 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.

- 18.2.4 Subject to clause 18.2.6, special community service leave will be:
- a) negotiated between the Employee and the Employer prior to the leave being taken; and
 - b) subject to the operational requirements of the Shire of Wyndham East Kimberley; and
 - c) undertaken within the boundary of the Shire of Wyndham East Kimberley, subject to negotiation with the Employer.
- 18.2.5 An Employee who claims special community service leave may be required to provide evidence that they are entitled to special community service leave.
- 18.2.6 Payment for special community service leave taken to attend defence service or training shall be made similar to payment for jury service as per section 111 of the *Fair Work Act 2009*.

19 PERSONAL/CARER'S LEAVE

19.1 Entitlement

- 19.1.1 Personal/carer's leave is provided for in the NES. This clause supplements or deals with matters incidental to the NES provisions.
- 19.1.2 A full-time or part-time Employee may take paid personal/carer's 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 Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - i) a personal illness, or personal injury, affecting the member; or
 - ii) an unexpected emergency affecting the member.

A full-time Employee will accrue personal/carer's leave as follows:

On commencement of employment	five (5) days
On completion of six (6) months' continuous service	five (5) days
On completion of one (1) year's continuous service	ten (10) days
On completion of two (2) years' continuous service and on completion of each year of continuous service thereafter	ten (10) days

- 19.1.3 A part-time Employee is entitled to personal/carer's leave on a pro rata basis in the same proportion as the number of ordinary hours worked each week.

19.2 Taking Personal/Carer's Leave

- 19.2.1 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 the absence.
- 19.2.2 Employees are required to reasonably attempt to speak directly with their supervisor/manager or contact another Director in their absence. The Employee shall not send a text message, message via work mate, e-mail or leave a message on an answering machine or to any other Employee to advise of personal leave requirements.
- 19.2.3 Personal leave – evidence requirements
- If an Employee is absent from work for two or more days they are required to produce evidence that would satisfy a reasonable person which includes a medical certificate or statutory declaration from the Employee. A supervisor may require supporting documentation if a single personal leave day is taken directly before or after a public holiday, or a weekend. 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.
- 19.2.4 Carer's leave – evidence requirements
- 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/carers leave.
- 19.2.5 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.

20 COMPASSIONATE LEAVE

- 20.1.1 Compassionate leave may be taken by an Employee when:
- a) a member of the Employee's Immediate Family or household dies;
 - b) to spend time with a member of the Employee's Immediate Family or household who has contracted, developed or sustained a life threatening illness or injury.
- 20.1.2 In exceptional circumstances the CEO may allow an Employee to take compassionate leave in broader circumstances than those listed in clause 20.1.1.
- 20.1.3 Due to the remote location of the Shire, travelling for compassionate matters is more time consuming than in many other locations. Employees, other than casual Employees, will be eligible to accrue a combined total of five (5) days of paid compassionate leave per completed year of service. Unused portions of compassionate leave per year will accumulate to an amount of not greater than 15 days. Subsequent compassionate leave applications, after accrued compassionate leave has been exhausted will be entitled to two (2) paid days leave on each eligible occasion.

- 20.1.4 This is in acknowledgment of distances to be travelled and in the case of an Employee experiencing more than one death in a calendar year. Compassionate Leave will also apply to days of travel and the period between the bereavement and funeral where enough leave has been accrued.
- 20.1.5 The Employer will not unreasonably withhold requests for Compassionate Leave. Reasonable proof of such death may be requested and in the event of such request shall be furnished by the Employee to the Employer.
- 20.1.6 Casual Employees are entitled to unpaid compassionate leave in accordance with the NES.

21 FAMILY AND DOMESTIC VIOLENCE LEAVE

- 21.1.1 The Employer 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 Employer is committed to providing support to Employees that experience Family and Domestic Violence.
- 21.1.2 Full-time and part-time Employees are entitled to up to 5 days' paid family and domestic violence leave in a 12 month period.
- 21.1.3 Casual Employees are entitled to up to 5 days' unpaid family and domestic violence leave in a 12 month period.
- 21.1.4 Family and domestic violence leave is available in full at the start of each 12 month period of the Employee's employment, as measured from the Employee's start date, and does not accumulate from year to year.
- 21.1.5 An Employee may take family and domestic violence leave if:
- a) the Employee is experiencing Family and Domestic Violence; and
 - b) the Employee needs to do something to deal with the impact of the Family and Domestic Violence; and
 - c) it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.
- 21.1.6 Leave provided under this clause may be taken as consecutive or single days, or as a fraction of a day.
- 21.1.7 An Employee must give notice to the Employer of taking of family and domestic violence leave under this clause. The notice:
- a) must be given to the Employer as soon as is reasonably practicable (which may be a time after the leave has started); and
 - b) must advise the Employer of the period or expected period of the leave.

- 21.1.8 The Employer may require the Employee to substantiate the need for family and domestic violence leave by the production of evidence that would satisfy a reasonable person that the leave is being taken for a reason specified in clause 21.1.5. Evidence may include but is not limited to:
- a) court orders;
 - b) police reports;
 - c) hospital incident reports;
 - d) reports from a community service organisation registered with the Women's Council of Domestic and Family Violence Services; or
 - e) a statutory declaration.
- 21.1.9 Subject to the leave provisions of this Agreement, an Employee experiencing Family and Domestic Violence may use other leave entitlements.

22 PARENTAL LEAVE

- 22.1.1 Parental leave is provided in accordance with the NES.

23 RECORDING OF HOURS OF WORK AND INCREMENTAL PROGRESSION

- 23.1.1 Employees are required to provide an accurate timesheet to the Employer.

23.2 Incremental Progression

- 23.2.1 At the conclusion of each performance review period, Employees shall be eligible for incremental progression if:
- a) the Employee has consistently exceeded the requirements of the role over the preceding 12 months; and
 - b) successfully exceeding achievement of the agreed Key Performance Indicators; and
 - c) the Employee has acquired new or enhanced skills that are required by the Employer in performance of their role.
- 23.2.2 In cases where the review is delayed the incremental date shall not be changed and the increase, if any, will be paid retrospectively to the incremental date.
- 23.2.3 Movement to a higher level or classification shall only occur by way of promotion to another position within the Shire or position reclassification.

24 ALLOWANCES

In this clause, a **Depot Employee, Landfill Employee, Airport Services Officer, Airport Reporting Officer** or **Ranger** are those Employees who are stated to be engaged as such under their contract of employment

24.1 First Aid Allowance

- 24.1.1 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 Occupational Safety and Health Committee and the CEO to perform first aid duties.
- 24.1.2 The First Aid Allowance will not apply where the requirement to hold a first aid certificate is a requirement of the position.
- 24.1.3 This allowance is not payable during periods of leave.

24.2 Fire Fighting Allowance

- 24.2.1 In sub-clause, 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 suppressing or otherwise fighting a fire.
- 24.2.2 An Employee who has received appropriate training and has been directed, in writing, by a member of the Executive Management Team 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.
- 24.2.3 For clarity, this allowance is payable in addition to the level 1 adverse working condition allowance.

24.3 Safety and Health Representative Allowance

- 24.3.1 An Employee who has received appropriate training and is appointed by the Safety and Wellbeing Officer and CEO 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.
- 24.3.2 This allowance will not apply where the requirement to perform safety and health representative duties is a requirement of the position.
- 24.3.3 This allowance is not payable during periods of leave.

24.4 Fire Warden Allowance

- 24.4.1 An Employee who has received appropriate training and is appointed by the Safety and Wellbeing Officer and CEO to perform fire warden duties and is responsible for signing the Fire Warden Duty Statement will be paid a fortnightly allowance of \$42.00.
- 24.4.2 This allowance will not apply where the requirement to perform fire warden duties is a requirement of the position.
- 24.4.3 This allowance is not payable during periods of leave.

24.5 Meal Allowance

- 24.5.1 Employees who work more than two (2) hours overtime after a minimum of 10 hours on duty will be paid a meal allowance of \$21.00 per occurrence.
- 24.5.2 Where the Employer 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.
- 24.5.3 A meal allowance is not payable:
- where the Employee has been notified at least 24 hours in advance of the requirement to work overtime; or
 - where the Employee is only required to work less than the time prescribed in clause 24.5.1 or 24.5.2; or
 - where a meal is provided by the Employer.

24.6 Vehicle Allowance

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

Vehicle Usage Reimbursement Method	Rate (Award rate)
Kilometres travelled (any type of vehicle)	79c per kilometre

- 24.6.2 An Employer may require an Employee to record full details of all such official travel requirements in a log book.
- 24.6.3 An Employee may only use their own personal vehicle if no Employer provided vehicles are available and they have the express written permission of their manager on that occasion.

24.7 Transfers, Travelling and Working Away from Normal Starting Point

- 24.7.1 Normal starting point:
- All Employees upon engagement will be given a starting point which will be, subject to clause 24.7, the commencement point of their daily work activities.
 - 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.
 - Unless otherwise provided, each Employee will be assigned to one normal starting point only.
 - 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.

- e) An Employee may be transferred to a different normal starting point within the Employer's local government area at any time by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the Employee.

24.7.2 Excess travelling time and fares

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

- a) **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
- b) **excess fares** – any fares reasonably incurred by the Employee that are in excess of the fares normally incurred in travelling between the Employee's usual residence and the Employee's normal starting point. The excess fares allowance will not be paid where the Employee is provided with a vehicle by the Employer or is paid the allowance as provided in clause 24.6 or has an arrangement with the Employer for a regular vehicle allowance in excess of the allowance provided in clause 24.6.

24.8 Reimbursement of Expenses

- 24.8.1 All reasonable expenses incurred by the Employee at the direction of the Employer, including out-of-pocket expenses, course fees and materials, telephones, accommodation, travelling expenses and the cost of special protective clothing, incurred in connection with the Employee's duties will be processed by the Employer and, where practicable will be reimbursed in the next pay period.
- 24.8.2 The method and mode of travelling, of the vehicle to be supplied or to be used, will be arranged mutually between the Employer and the Employee. Travelling arrangements will be agreed between the Employer and the Employee in advance.
- 24.8.3 The Employer will reimburse an Employee, other than a tradesperson or apprentice, for the cost of any tools, instruments or special equipment purchased and supplied by the Employee at the direction of the Employer. However, reimbursement need not be made if the Employer supplies the tools, instruments or equipment.
- 24.8.4 The Employer will require the Employee to present proof of payment prior to the reimbursement.

24.9 Camp Out Allowance

- 24.9.1 When an Employee is directed to 'Camp Out' for a night for work purposes the following will be provided:
 - a) 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.
 - b) Access to a portable powered fridge.

- c) Access to appropriate communication equipment in the form of a two-way, CB radio or satellite telephone.
- 24.9.2 Employees will provide their own swag.
- 24.9.3 The purchase of food whilst camping out is the responsibility of the individual Employee. This allowance is not paid if accommodation is provided.

24.10 Adverse Working Conditions

- 24.10.1 Subject to clauses 24.10.2 and 24.10.3, Depot Employees, Landfill Employees, Airport Services Officers, Airport Reporting Officers and Rangers will be paid an additional hourly allowance for each hour in which work under adverse working conditions, as defined in clause 24.11, is performed as follows:
- a) Level 1 working conditions—\$0.97 per hour; or
 - b) Level 2 working conditions—\$1.50 per hour; or
 - c) Level 3 working conditions—\$13.97 per hour.
- 24.10.2 An Employee in the following roles or work areas will be paid the adverse working conditions allowance as follows:
- a) Full-time Depot Employees (excluding those engaged in administrative support roles) and Airport Reporting Officers will be paid a set allowance of \$73.72 per fortnight, instead of receiving an additional hourly allowance for each hour in which work under adverse working conditions level 1 is performed.
 - b) Full-time Landfill Employees will be paid a set allowance of \$114.00 per fortnight, instead of receiving an additional hourly allowance for each hour in which work under adverse working conditions level 2 is performed. Landfill Employees are not entitled to receive an allowance in respect of adverse working conditions level 1.
- 24.10.3 The Employer may make an average payment equivalent to an agreed number of hours per week where the Employee is regularly required to work under adverse working conditions as defined in clause 24.11.
- 24.10.4 In addition to the payment of this allowance, the Employer will supply all appropriate protective clothing and equipment for working in the particular adverse conditions.
- 24.10.5 This allowance is not paid during periods of leave.

24.11 Definition of Adverse Working Conditions

24.11.1 Level 1 working conditions

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

- i) working in confined or cramped spaces;
- ii) working in wet places;
- iii) working in hot places where temperatures are artificially raised above 45 degrees Celsius;

- iv) working at heights above 5 metres from the ground or other stable surface, including temporary structures;
- v) working in dusty, muddy or dirty conditions;
- vi) cleaning of public toilets and animal shelters;
- vii) operating mechanical and pneumatic equipment;
- viii) removing or destroying dead animals;
- ix) handling or use of herbicides, insecticides and/or other poisonous or toxic substances;
- x) working with dirty materials such as asphalt, concrete, epoxy compounds, green or second-hand timber, insulation, materials, grease, oil and other dirty building and construction materials;
- xi) collection, removal and/or disposal of non-putrescible waste;
- xii) collection, removal and/or disposal of non-putrescible waste by mechanical means; and
- xiii) fighting fires.

24.11.2 Level 2 working conditions

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

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

24.11.3 Level 3 working conditions

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

- i) working in digestion tanks at sewerage treatment works;

- ii) entering and cleaning aeration ponds or wet wells at sewer pump stations;
- iii) working in live sewers; and
- iv) cleaning septic tanks, septic closets and/or chemical closets by other than mechanical means.

24.12 Location Allowance

- 24.12.1 In addition to the salaries prescribed in this Agreement, a full-time Employee shall be paid a fortnightly allowance of \$105.80 when employed by the Shire of Wyndham East Kimberley and within the Kimberley region (**Location Allowance**).
- 24.12.2 Part-time and casual Employees are entitled to the Location Allowance on a pro rata basis of \$1.39 for every ordinary hour worked.
- 24.12.3 Any increase to clause 10, Wages, will not apply to the Location Allowance.
- 24.12.4 Employees with a dependant, dependant spouse or a spouse who is not eligible to receive Location Allowance from any other source may claim double Location Allowance. Requests for double Location Allowance must be submitted in writing. An Employee whose spouse is employed by the same Employer or receives a Location Allowance of a similar kind cannot claim for double Location Allowance.
- 24.12.5 An Employee may request, in writing, not to receive a Location Allowance through the Shire. If the Employer receives this request in writing the Employee will cease to be entitled to the Location Allowance.
- 24.12.6 Should no requests referred to in clause 24.12.4 and 24.12.5 be provided then the Employee will receive a single Location Allowance.
- 24.12.7 An employee who does not reside within the Shire of Wyndham East Kimberley is not entitled to a Location Allowance.

24.13 East Kimberley Allowance

- 24.13.1 The Employer recognises that living in the East Kimberley is more expensive than living in other areas of the State and continually increases from year to year. The Employer will pay an allowance to attract and retain quality staff who live in the Kimberley region.
- 24.13.2 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 payments will be paid fortnightly as a component of the standard fortnightly payroll. The East Kimberley Allowance will comprise of two (2) parts. Component A and Component B (previously known as "Service Pay") as per the table below.
- 24.13.3 Component A of this Allowance only, is to be increased by the scheduled percentage wage increases in clause 10.1.3.

24.13.4 East Kimberley Allowance table:

Length of Service	Component A*	Component B (based on length of service)	Total Payment per annum	Payment per fortnight
0 – 1 year	\$10,783.24	\$0	\$10,783.24	\$414.74
1 – 3 years	\$10,783.24	\$1,200	\$11,983.24	\$460.89
3 – 5 years	\$10,783.24	\$6,000	\$16,783.24	\$645.51
5 – 8 years	\$10,783.24	\$8,000	\$18,783.24	\$722.43
8 or more years	\$10,783.24	\$10,000	\$20,783.24	\$799.36

*This amount will increase by the percentage increases provided at clause 10 Wages.

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

24.13.6 Employees who are provided with accommodation by the Employer and/or a housing allowance in their employment contract are not entitled to East Kimberley Allowance Component A.

24.13.7 An Employee who resides outside of the Shire of Wyndham East Kimberley is not entitled to East Kimberley Allowance Component A.

25 TOOLS AND INSTRUMENTS

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

25.1.2 Such tools shall be clearly and permanently marked as property of the Employer and will remain the property of the Employer.

26 APPOINTMENT AND PROBATION

26.1.1 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.

26.1.2 Prior to the conclusion of the term of the probationary period, the performance of the Employee shall be assessed. The Employee shall be provided with a copy in writing of the assessment.

- 26.1.3 Where the Employee has been assessed to have not satisfactorily completed his or her probationary period the Employer may either:
- a) extend a probationary period of the Employee by a further period of up to a maximum of six (6) months; or
 - b) terminate the Employee's employment.
- 26.1.4 Where the Employee has been assessed to have satisfactorily completed his or her probationary period the Employer shall be notified in writing.

27 TERMINATION

27.1 Termination of Employment by the Employer

- 27.1.1 The Employer may end the employment of the Employee by giving the Employee notice or the Employer may, instead of giving notice, pay the Employee his or her wages equivalent to the required notice period.

Subject to clause 27.1.4 and 27.1.5, the amount of notice required to be given by the Employer to the Employee is based upon the period of continuous employment as follows:

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

- 27.1.2 If an Employee is over 45 years of age and has completed at least two (2) years of continuous service with the Employer, the period of notice prescribed in clause 27.1.1 is increased by one (1) week.
- 27.1.3 During a probationary period, the Employer may terminate the employment relationship with the giving of one (1) week's notice, or payment in lieu of one (1) week's salary.
- 27.1.4 The Employer may end the employment of an Employee without notice if the Employee engages in serious misconduct.
- 27.1.5 Job search entitlement:
- a) Where the Employer 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.
 - b) The time off under sub-clause a) is to be taken at times that are convenient to the Employee after consultation with the Employer.

27.2 Termination of Employment by the Employee

- 27.2.1 The notice of termination of employment required to be given by an Employee is the same as required by the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

27.2.2 If an Employee, who is at least 18 years old, fails to give the required notice, the Employer may deduct from wages due to the Employee under this Agreement an amount that is no more than one week's wages for the Employee. This deduction must not be unreasonable in the circumstances and if the Employer has agreed to a shorter period of notice than required under clause 27.2.1 then no deduction can be made.

27.2.3 The Employer may, instead of requiring the Employee to work their notice, pay the Employee wages equivalent to the period of the notice given by the Employee.

27.3 Employees Exempted

27.3.1 Clause 27 shall not apply:

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

28 REDUNDANCY

28.1.1 Redundancy occurs where the Employer 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. An Employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay:

Period of continuous service	Redundancy 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	Twelve (12) weeks

28.2 Transfer to Lower Paid Duties

28.2.1 If because of redundancy an Employee is transferred to new duties to which a lower Hourly Ordinary Time Rate applies, the Employee shall be paid at the Hourly Ordinary Time Rate of his or her former position for a period of 12 months following the date of transfer.

28.3 Employees Leaving During Redundancy Notice Period

28.3.1 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by clause 27.2 of this Agreement.

28.3.2 The Employee is entitled to receive the benefits and payments they would have received under clause 28.1.1 or under the NES had they remained in employment until the expiry of the notice.

28.3.3 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.

28.4 Job Search Entitlement

28.4.1 Where the Employer 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.

28.4.2 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 Employer, produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

28.5 Employees Exempted

28.5.1 Section 28 shall not apply:

- a) Where an Employee has been employed for a fixed or maximum term and their employment ends at the end of the contract term.
- b) Where an Employee whose employment is terminated because of serious misconduct.
- c) To a casual Employee.

29 STAND DOWN

29.1.1 The Employer 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 8.1 and 8.2 (this deals with consultation in respect of certain major changes);
- c) allow an Employee to take paid or unpaid leave instead of being stood down.

- 29.1.2 The Employer may stand down an Employee in accordance with the *Fair Work Act 2009*, this includes when:
- a) an Employee cannot usefully be employed because there has been a stoppage of work; and
 - b) the Employer cannot reasonably be held responsible for the cause of that stoppage of work.
- 29.1.3 However, the following sub-clauses apply should the Employer cease to be a national system employer by operation of section 14(2) of the *Fair Work Act 2009*:
- a) The Employer 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 Employer cannot reasonably be held responsible for the cause of that stoppage of work.
 - b) If an Employer stands down an Employee during a period under clause a), the Employer is not required to make payments to the Employee for that period.
 - c) The Employee is not taken to be stood down under clause a) during a period when the Employee:
 - i) is taking paid or unpaid leave that is authorised by the Employer; or
 - ii) is otherwise authorised to be absent from his or her employment.

30 SUPERANNUATION

- 30.1.1 The Employer currently contributes the statutory contribution of Employees ordinary time earnings (OTE) for superannuation. Phased mandatory increases will occur as required. In addition an amount equal to 3% on appointment and up to 4% after four (4) years' service and up to 5% after five (5) years' service or more, of the salary subject to the staff member matching that contribution (superannuation voluntary contributions).

30.2 Superannuation Legislation

- 30.2.1 Superannuation is paid in accordance with superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth). The rights and obligation in these clauses supplement those in superannuation legislation.

30.3 Voluntary Employee Contributions

- 30.3.1 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation or pre-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided in for clause 30.1.
- 30.3.2 An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the next paid period following the given written notice to their Employer.

- 30.3.3 The Employer must pay the amount authorised under clauses 30.1 no later than 28 days after the end of the month in which the deduction authorised under clauses 30.1 was made.

30.4 Superannuation Fund

- 30.4.1 To comply with superannuation legislation, the Employer will make the superannuation contributions provided for in clause 30.1 to a superannuation fund that is chosen by the Employee. If one is not provided by the Employee the Employer will pay the superannuation contributions in accordance with the relevant superannuation legislation.

31 WORKING WITH CHILDREN CHECK

- 31.1.1 Where an Employee is required by the Employer to obtain a “Working With Children” certification, the Employer shall be responsible for the costs incurred in the acquisition of that certification.

32 STAFF CONSULTATIVE COMMITTEE

- 32.1.1 Employees have previously had a staff consultative committee. If bargaining representatives to this Agreement wish to continue to hold consultative discussions with senior management following completion of this enterprise agreement process this will be facilitated on a quarterly basis.

33 UNION RIGHTS

- 33.1.1 The Employer respects the rights of Employees to be a member of a union and to be represented by a union if they so choose. The Employer will work constructively with any union representative to resolve any workplace disputes or issues.

34 OCCUPATIONAL HEALTH AND SAFETY

- 34.1.1 The Employer will take all reasonably practicable steps to create a safe workplace and will maintain contemporary Occupational Health and Safety systems, policies and procedures. Employees will comply with all safety requirements and take all reasonably practicable steps to work safely and in compliance with Employer Occupational Health and Safety systems, policies and procedures.

35 ORGANISATIONAL POLICIES AND PROCEDURES

- 35.1.1 Any of the Employer’s policies and procedures referenced in this Agreement may be amended from time to time and are not incorporated into this Agreement.

SIGNATORIES TO THE AGREEMENT

Enterprise Agreement made under the *Fair Work Act 2009*, between:

Signed for and on behalf of the Shire of
Wyndham East Kimberley:



Signature on behalf of Shire of Wyndham East
Kimberley

Vernon Lawrence

Name of person authorised to sign

Chief Executive Officer

Position

20 Coolibah Drive, Kununurra, WA 6743

Address

11/11/2021

Date

Signed for and on behalf of the **Employees /**
Union covered by this Agreement:



Signature of Employee Representative/Union

Australian Services Union Western Australian Branch

Name of Employee Representative/Union

Assistant Branch Secretary

Position

102 East Parade, East Perth WA 6004

Address

16 November 2021

Date

APPENDIX A – MINIMUM WAGES

Level	Step	Rate of pay from 1 July 2021		Rate of pay from 1 July 2022		Rate of pay from 1 July 2023		Rate of pay from 1 July 2024	
				1.5%		1.75%		2.0%	
		Annual Salary	Hourly Rate						
1		\$42,615.06	\$21.5663	\$43,254.29	\$21.8898	\$44,011.24	\$22.2729	\$44,891.46	\$22.7184
2		\$48,797.73	\$24.6952	\$49,529.69	\$25.0656	\$50,396.46	\$25.5043	\$51,404.39	\$26.0144
3	1	\$55,005.52	\$27.8368	\$55,830.60	\$28.2544	\$56,807.64	\$28.7488	\$57,943.79	\$29.3238
3	2	\$56,009.52	\$28.3449	\$56,849.67	\$28.7701	\$57,844.53	\$29.2735	\$59,001.43	\$29.8590
3	3	\$57,013.13	\$28.8528	\$57,868.33	\$29.2856	\$58,881.03	\$29.7981	\$60,058.65	\$30.3941
3	4	\$58,430.91	\$29.5703	\$59,307.38	\$30.0139	\$60,345.26	\$30.5391	\$61,552.16	\$31.1499
4	1	\$60,037.20	\$30.3832	\$60,937.76	\$30.8389	\$62,004.17	\$31.3786	\$63,244.26	\$32.0062
4	2	\$60,719.12	\$30.7283	\$61,629.91	\$31.1892	\$62,708.43	\$31.7350	\$63,962.60	\$32.3697
4	3	\$61,676.89	\$31.2130	\$62,602.04	\$31.6812	\$63,697.58	\$32.2356	\$64,971.53	\$32.8803
4	4	\$63,131.03	\$31.9489	\$64,077.99	\$32.4281	\$65,199.36	\$32.9956	\$66,503.34	\$33.6555
5	1	\$64,909.43	\$32.8489	\$65,883.07	\$33.3416	\$67,036.02	\$33.9251	\$68,376.74	\$34.6036
5	2	\$65,934.97	\$33.3679	\$66,923.99	\$33.8684	\$68,095.16	\$34.4611	\$69,457.07	\$35.1503
5	3	\$66,760.54	\$33.7857	\$67,761.95	\$34.2925	\$68,947.79	\$34.8926	\$70,326.74	\$35.5905
5	4	\$68,132.28	\$34.4799	\$69,154.27	\$34.9971	\$70,364.47	\$35.6095	\$71,771.76	\$36.3217

Level	Step	Rate of pay from 1 July 2021		Rate of pay from 1 July 2022		Rate of pay from 1 July 2023		Rate of pay from 1 July 2024	
				1.5%		1.75%		2.0%	
		Annual Salary	Hourly Rate						
6	1	\$69,129.57	\$34.9846	\$70,166.51	\$35.5094	\$71,394.43	\$36.1308	\$72,822.32	\$36.8534
6	2	\$70,801.66	\$35.8308	\$71,863.69	\$36.3683	\$73,121.30	\$37.0047	\$74,583.73	\$37.7448
6	3	\$72,057.61	\$36.4664	\$73,138.47	\$37.0134	\$74,418.39	\$37.6611	\$75,906.76	\$38.4144
6	4	\$73,514.91	\$37.2039	\$74,617.63	\$37.7620	\$75,923.44	\$38.4228	\$77,441.91	\$39.1912
7	1	\$74,956.99	\$37.9337	\$76,081.35	\$38.5027	\$77,412.77	\$39.1765	\$78,961.03	\$39.9600
7	2	\$76,571.38	\$38.7507	\$77,719.95	\$39.3320	\$79,080.05	\$40.0203	\$80,661.65	\$40.8207
7	3	\$77,903.60	\$39.4249	\$79,072.16	\$40.0163	\$80,455.92	\$40.7166	\$82,065.04	\$41.5309
7	4	\$78,855.64	\$39.9067	\$80,038.47	\$40.5053	\$81,439.15	\$41.2141	\$83,067.93	\$42.0384
8	1	\$84,313.75	\$42.6689	\$85,578.45	\$43.3089	\$87,076.08	\$44.0668	\$88,817.60	\$44.9482
8	2	\$87,658.92	\$44.3618	\$88,973.80	\$45.0272	\$90,530.84	\$45.8152	\$92,341.46	\$46.7315
8	3	\$91,004.28	\$46.0548	\$92,369.35	\$46.7456	\$93,985.81	\$47.5637	\$95,865.53	\$48.5149
8	4	\$94,349.85	\$47.7479	\$95,765.10	\$48.4641	\$97,440.99	\$49.3122	\$99,389.81	\$50.2985
9	1	\$95,010.23	\$48.0821	\$96,435.38	\$48.8033	\$98,123.00	\$49.6574	\$100,085.46	\$50.6505
9	2	\$95,670.41	\$48.4162	\$97,105.47	\$49.1424	\$98,804.81	\$50.0024	\$100,780.91	\$51.0025
9	3	\$96,331.19	\$48.7506	\$97,776.15	\$49.4819	\$99,487.24	\$50.3478	\$101,476.98	\$51.3547
9	4	\$96,991.76	\$49.0849	\$98,446.64	\$49.8212	\$100,169.46	\$50.6930	\$102,172.84	\$51.7069

Please note that if CPI is higher in 2022 or 2023 these rates may be higher.

APPENDIX B – CLASSIFICATIONS

B.1 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.

B.2 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.

B.3 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.

B.4 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:

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

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

B.6 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 Employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.

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.

B.7 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 Employer'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.

B.8 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 Employer.

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.

B.9 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 Employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Employer and have significant impact upon external parties dealing with the Employer. The position's influence would have an important role in the overall performance of the function.

9.2 Judgment and problem solving:

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

9.3 Specialist knowledge and skills:

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

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 Employer 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 – SCHOOL-BASED APPRENTICES

- C.1. This schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this schedule while also undertaking a course of secondary education.
- C.2. A school-based apprenticeship may be undertaken in the trades covered by this Agreement under a training agreement or contract of training for an apprentice declared or recognised by the relevant State authority.
- C.3. The relevant minimum wages for full-time junior and adult apprentices provided for in this Agreement, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- C.4. For the purposes of clause C.3, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- C.5. A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- C.6. For the purposes of this schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- C.7. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed 6 years.
- C.8. School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each 2 years of employment as an apprentice or at the rate of competency-based progression if provided for in this Agreement.
- C.9. The apprentice wage scales are based on a standard full-time apprenticeship of 4 years (unless the apprenticeship is of 3 years duration) or stages of competency based progression (if provided for in this Agreement). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- C.10. If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this Agreement) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- C.11. School-based apprentices are entitled pro rata to all of the other conditions in this Agreement.

APPENDIX D – REQUESTING CASUAL CONVERSION

- D.1. The right to casual conversion is provided in accordance with the NES. However, this Appendix applies should the Employer cease to be a national system employer by operation of section 14(2) of the *Fair Work Act 2009* and there is no other statutory pathway to request or offer casual conversion provided in state legislation.
- D.2. Subject to clause 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.3. A **regular casual Employee** is a casual Employee who has in the preceding period of 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 part-time Employee under the provisions of this Agreement.
- D.4. A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.
- D.5. A regular casual Employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
- D.6. Any request under this clause must be in writing and provided to the Employer.
- D.7. Where a regular casual Employee seeks to convert to full-time or part-time employment, the Employer 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.8. Reasonable grounds for refusal include, but are not limited to, that:
- 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.3;
- D.8.1. it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
- D.8.2. 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 12 months;
- D.8.3. 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 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work; or
- D.8.4. acceptance of the request by the Employer would contravene a merit selection employment requirement contained in the *Local Government Act 1995*, as amended from time to time.

- D.9. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- D.10. Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 7.
- D.11. 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 Employer and Employee must discuss and record in writing:
- D.11.1 the form of employment to which the Employee will convert – that is, full-time or part-time employment; and
- D.11.2 if it is agreed that the Employee will become a part-time Employee, the matters referred to in clause 9.3.2.
- D.12. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- D.13. 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 Employer.
- D.14. 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.15. Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits the Employer to require a regular casual Employee to so convert.
- D.16. Nothing in this clause requires the Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- D.17. The Employer must provide a casual Employee, whether a regular casual Employee or not, with a copy of the provisions of this subclause within the first 12 months of the Employee's first engagement to perform work.
- D.18. A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in clause D.17.



IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2021/8423

Employer:

Shire of Wyndham East Kimberley (Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Shire of Wyndham East Kimberley Enterprise Agreement 2021 (Agreement)

Authorised representative:

Vernon Lawrence
Chief Executive Officer of the Employer

Undertaking- Section 190

For and on behalf of the Employer I, Vernon Lawrence:

1. declare that I have authority to give this undertaking on behalf of the Employer,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. The Employer undertakes that for a level 1 employee the minimum rate of pay from 1 July 2021 will be \$43,000 per year or \$21.7611 per hour. Therefore, the first four rows of Appendix A – Minimum Wages will be read as follows:

Level	Step	Rate of pay from 1 July 2021		Rate of pay from 1 July 2022		Rate of pay from 1 July 2023		Rate of pay from 1 July 2024	
		Annual Salary	Hourly Rate						
				1.5%		1.75%		2.0%	
1		\$43,000.00	\$21.7611	\$43,645.00	\$22.0876	\$44,408.79	\$22.4741	\$45,296.96	\$22.9236

Date signed:	2nd December 2021
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Vernon Lawrence
Signature:	
Witness name:	Felicity HOADING
Witness signature:	