



SHIRE OF PINGELLY

INDUSTRIAL AGREEMENT

2023

Table of Contents

1.	Title of Agreement	4
2.	Definitions	4
3.	Date and Period of Agreement	4
4.	Parties Bound	5
5.	No Extra Claims	5
6.	Commitment.....	5
7.	Implementation of this Agreement	6
8.	Objectives and Principles of this Agreement.....	7
9.	Code of Conduct.....	8
10.	Consultation (Termination, Change or Redundancy)	9
11.	Dispute Resolution Procedure	10
12.	Contract of Service	11
13.	Mixed Functions.....	12
14.	Qualifications and Certifications.....	12
15.	Redundancy, Retraining, Redeployment and Voluntary Severance Mobility	13
16.	Phased in Retirement	13
17.	Classification System.....	13
18.	Annualised Salaries	14
19.	Payment of Wages	15
20.	Higher Duties	15
21.	Allowances.....	16
22.	Superannuation Provisions	17
23.	Loyalty Payment.....	17
24.	Salary Sacrifice	17
25.	Use of Private Vehicles for Shire Business.....	18
26.	Hours of Work.....	18
27.	Meal Breaks.....	19
28.	Overtime, Call Back, On Call and Call Outs.....	19
29.	Flexibility Clause	21
30.	Public Holidays	21
31.	Annual Leave	22
32.	Cashing Out Annual Leave	23
33.	Personal/Carers and Compassionate Leave	24
34.	Personal and Annual Leave for Staff on Rotating Rosters.....	26

35.	Family Domestic Violence Leave	26
36.	Parental Leave.....	26
37.	Community Services Leave	26
38.	Long Service Leave	26
39.	Leave Without Pay.....	27
40.	Study Leave.....	27
41.	Fitness for Work.....	27
42.	Fitness and Health	27
43.	Annual Performance Appraisal	28
44.	Start and Finish on the Job	28
45.	Training, Development and Career Pathing.....	28
46.	Plant and Equipment.....	28
47.	Staff Uniform	29
48.	Productivity Initiatives.....	29
49.	Policies and Operational Guidelines / Practices.....	29
50.	Signatories	30
	SCHEDULE 1 – EMPLOYEE WAGES SCHEDULE	332
	SCHEDULE 2 - CLASSIFICATION/RECLASSIFICATION OF POSITIONS	33

1. Title of Agreement

This Agreement shall be known as the Shire of Pingelly Industrial Agreement 2023.

2. Definitions

Agreed hours of work	The start and finish time agreed between the Management and Employees within the span of ordinary hours.
Award	<i>Local Government Officers' (Western Australia) Award 2021 and the Municipal Employees (Western Australia Award) 2021</i>
CEO	Chief Executive Officer, Shire of Pingelly
Commission	The Western Australian Industrial Relations Commission
Community Services	Employees whose role it is to encourage, promote or conduct community development programs, including youth, arts, culture, events, crime prevention, seniors and community welfare.
Director	Director or Executive Manager reporting to the CEO
Employees	Casual, full-time or part-time persons employed directly by the Shire of Pingelly and covered by this Agreement.
Employer	Shire of Pingelly.
Management	Relevant Supervisor, Manager, Director or Chief Executive Officer.
MCE Act	"Minimum Conditions of Employment" or "MCE Act" means the minimum conditions of employment that are defined in the Minimum Conditions of Employment Act (WA) 1993.
Parties	The Shire of Pingelly, the Local Government, Racing and Cemeteries Employees Union WA (LGRCEU) and the Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU) representing the employees of the Shire of Pingelly.
Shire	Shire of Pingelly.

3. Date and Period of Agreement

- 3.1 This Agreement replaces the Shire of Pingelly Collective Agreement 2020.
- 3.2 This Agreement shall commence operation on 1 July 2023. If this date passes, then the Agreement will commence seven days after the day the Agreement is approved by the Commission.
- 3.3 The nominal expiry date of this Agreement shall be 30 June 2026. This Agreement shall continue to operate beyond the nominal expiry date until it is replaced or terminated on application of the Parties.
- 3.4 For remuneration purposes, the effective date of pay rate changes will be the first full pay period commencing after 1 July 2023. Where the Agreement has not come into effect by the commencement date, any increase will be backdated from the first full pay period commencing after 1 July 2023.

- 3.5 This Agreement operates to the exclusion of any modern award or other industrial instrument, unless specifically referenced and to the extent permitted by law. With the exception of the *Minimum Conditions of Employment Act* (MCE Act), this Agreement is intended to reflect the entirety of the Employee's terms and conditions of employment. This Agreement will be read and interpreted in conjunction with the MCE Act. Where there is an inconsistency between this Agreement and the MCE Act, and the MCE Act provides a greater benefit, the MCE Act provision will apply to the extent of the inconsistency.
- 3.6 The parties to this Agreement acknowledge that this Agreement can be varied by consent of the parties, and subject to approval by the Commission, at any time during its currency.
- 3.7 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- 3.8 This Agreement operates throughout the State of Western Australia, including Australian territorial waters that appertain to the Western Australian coastline, and in such other places where there remains a sufficient connection with the State of Western Australia.

4. Parties Bound

- 4.1 This Agreement shall apply to:
- (a) Shire of Pingelly (ABN 30 389 182 782) as the employer; and
 - (b) Employees of the Shire of Pingelly, excluding the Chief Executive Officer, Directors, Executive Managers and Managers.
 - (c) The Local Government, Racing and Cemeteries Employees Union (WA) and its members and those employees of the Shire who are eligible to be members of the Union.
 - (d) The Western Australian Municipal, Administrative, Clerical and Services Union of Employees (WASU) and its members and those employees of the Shire who are eligible to be members of the Union.
- 4.2 This Agreement covers approximately 25 eligible employees.

5. No Extra Claims

- 5.1 The Parties undertake that there shall be no further claims, except for those granted under the terms of this Agreement.
- 5.2 All allowances have been included in the hourly rates except for those outlined and granted under the life of this Agreement.

6. Commitment

- 6.1 The Parties to this Agreement are committed to ensuring that the Shire of Pingelly is an innovative, dynamic and customer focused organisation through the implementation and achievement of the goals and strategies of the Pingelly Community Plan.
- 6.2 The Parties to the Agreement are committed to developing a greater understanding and appreciation in employees, of the needs of other Shire stakeholders, so that work practices meet customer requirements.
- 6.3 The Parties to the Agreement are committed to improving employer-employee relations and

improving productivity, flexibility, efficiency, quality of employment and delivery of quality services.

- 6.4 The Parties to the Agreement are committed to enhancing the competitiveness and efficiency of the business by being an excellent deliverer of municipal services.
- 6.5 The Parties to the Agreement are committed to improving activities through a 'team approach' to problem solving.
- 6.6 The Parties are committed to achieving high quality safety standards and all Parties will work towards achieving an accident free environment and compliance to the Shire's Work Health and Safety plans, policies procedures and initiatives.
- 6.7 The Agreement shall not operate to cause any employees to suffer a reduction in ordinary time earnings or depart from the Minimum Conditions of Employment Act.
- 6.8 The Parties to this Agreement are committed to ensuring that all processes and strategies undertaken and implemented in accordance with this Agreement will be within the parameters of Shire Policies and Procedures and any other relevant legislation.
- 6.9 The Parties acknowledge the need to achieve high quality standards. Both management and employees variously at each level will accept the need for the provision of high quality services and will continually work together to seek improvements in quality management.
- 6.10 The Shire's success depends on its ability to provide efficient services which benefit the ratepayers and the community. The ability to do this and subsequently job security, depends on the contribution of each and every individual employee and the ongoing satisfaction of our stakeholders.
- 6.11 The Shire is committed to ensuring work life balance responsibilities are achieved.
- 6.12 The Parties are committed to creating an environment of job security and no forced redundancies.

7. Implementation of this Agreement

- 7.1 The Parties to this Agreement have developed the following framework to evaluate the implementation of this Agreement through the establishment of a Representative Group.
- 7.2 The Representative Group will consist of:
 - (a) Up to four (4) staff representatives
 - (b) These representatives are to be elected by their individual Parties.
- 7.3 The Representative Group will operate under the following principles:
 - (a) Co-operation
 - (b) Participation
 - (c) Consultation
 - (d) Consensus
- 7.4 The Representative Group will meet one month after certification and then on an annual basis and/or as required on a special needs basis throughout the term of this Agreement.
- 7.5 The Representative Group will make recommendations to the Chief Executive Officer on the effectiveness of the implementation of this Agreement.
- 7.6 The Representative Group will communicate the progress and status of the Agreement to

all employees through the Chief Executive Officer.

7.7 Management agree to reasonably resource the Representative Group's operations.

8. Objectives and Principles of this Agreement

8.1 The Parties to this Agreement are committed to ensuring that the Shire adopts a best practice approach to the management and operations of all facets of the organisation.

8.2 The aims of this Agreement are to:

- (a) Facilitate the achievement of the Shire of Pingelly' Business Plans, policies and procedures and relevant legislation.
- (b) Enhance the quality and security of employment for Shire employees through the ongoing implementation of agreed structural efficiency processes together with the philosophies and initiatives detailed in this Agreement.
- (c) Promote the development of trust and motivation within the Shire and to continue to foster good employee relations.
- (d) Provide the opportunity for proper and effective participation, through the appropriate on-site consultative processes.
- (e) Develop an organisation that provides for improved wages and conditions for all employees through efficiency principles and customer service.
- (f) Provide the opportunity for proper and effective consultation, through appropriate on-site mechanisms, prior to the implementation of any change which will affect the working conditions and/or productivity of an employee.
- (g) Develop performance measurement based on pre-determined goals and prioritised outcomes.
- (h) Develop an organisation which is effective, efficient and competitive in delivering services which are responsive to the needs of both internal and external customers.
- (i) Ensure that technology is used to its optimum capacity and is linked to the appropriate training.
- (j) Promote honesty, mutual respect and a business-like attitude.
- (k) Recognise and support the different cultural groups within the Shire.
- (l) Work together in reducing the impact on the environment, through the products and services provided by the Shire.

9. Code of Conduct

9.1 All staff shall abide by the Shire of Pingelly Code of Conduct (as amended from time to time), as well as committing to the following:

- (a) Adhere to Shire policy and procedures.
- (b) Comply with Occupational Health and Safety policies and procedures.
- (c) Proactively identify hazards and wear safety equipment as instructed.
- (d) Protect and enhance the image and interest of the Shire.
- (e) Protect the property (including hardware, software, plant and equipment) of the Shire.
- (f) Inform their Supervisor of any deviation to agreed goals, methods, systems, deadlines.
- (g) Comply with their Supervisors' lawful instructions at all times.
- (h) Use tact and courtesy when interacting with the public.
- (i) Co-operate with other staff to perform effectively as an organisation.
- (j) Supply relevant, accurate and complete information.
- (k) Maintain confidentiality.
- (l) Refrain from any form of misconduct.
- (m) Be punctual at all times.
- (n) Not participate in behaviour which could lead to the harm or offence of another person.
- (p) Seek approval from the Supervisor when intending to leave the workplace for non-work related purposes.
- (q) Work up to, or above, the standard expected by the Shire.
- (r) Refrain from using abusive language.
- (s) Demonstrate behaviour that aligns with the Shire values.
- (t) Work towards achieving the Shire's Strategic and Operational plans.
- (u) Actively be involved in, and contribute to, continuous improvement.

10. Consultation (Termination, Change or Redundancy)

- 10.1 This term applies if the employer:
- 10.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 10.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 10.2 For a major change referred to in clause 10.1.1:
- 10.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
 - 10.2.2 subclauses (3) to (9) apply.
- 10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 If:
- 10.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 10.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 10.5 As soon as practicable after making its decision, the employer must:
- 10.5.1 discuss with the relevant employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 10.5.2 for the purposes of the discussion- provide, in writing, to the relevant employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
- 10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 10.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- 10.9.1 the termination of the employment of employees; or
 - 10.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- 10.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 10.9.4 the alteration of hours of work; or
- 10.9.5 the need to retrain employees; or
- 10.9.6 the need to relocate employees to another workplace; or
- 10.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in paragraph 10.9.4:
 - 10.10.1 the employer must notify the relevant employees of the proposed change; and
 - 10.10.2 subclauses (10.11) to (10.16) apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
 - 10.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 10.12.2 the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- 10.13 As soon as practicable after proposing to introduce the change, the employer must:
 - 10.13.1 discuss with the relevant employees the introduction of the change; and
 - 10.13.2 for the purposes of the discussion-provide to the relevant employees:
 - all relevant information about the change, including the nature of the change; and
 - information about what the employer reasonably believes will be the effects of the change on the employees; and
 - information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 10.13.3 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).
- 10.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.16 In this term: “relevant employees” means the employees who may be affected by the major change.

11. Dispute Resolution Procedure

In relation to any Agreement matter that may be in dispute between the parties to this Agreement or the MCE Act, the parties will attempt to resolve the matter at the workplace level, including, but not limited to:

- 11.1 in the first instance by discussions between the Employee or Employees concerned and the relevant supervisor; and
- 11.2 if such discussions do not resolve the dispute, discussions between the Employee or Employees concerned and more senior levels of management (as appropriate); and

- 11.3 a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute; and
- 11.4 if a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Commission for resolution by mediation and/or arbitration;
- 11.5 if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- 11.6 it is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

12. Contract of Service

- 12.1 Employees may be engaged on either a full-time, part-time or casual contract of employment.
- 12.2 Employment Categories:
 - 12.2.1 Full-time employee means an employee who works an average of 38 hours a week.
 - 12.2.2 Part-time employee means an employee who is employed as such, who normally works less than an average of 38 hours per week.
 - 12.2.3 The terms of this Agreement will apply pro-rata to part-time employees on the basis of their ordinary hours compared to a full-time employee's hours.
 - 12.2.4 On engagement, the employer and the employee shall agree on the number of hours to be worked per week and the days to be worked which will be stipulated in the letter of offer. The terms of this Agreement may be varied by consent between the employer and the employee.
 - 12.2.5 Where employees work on rosters, the rostered hours will constitute agreed hours for the duration of the roster period and will not require a separate written Agreement.
 - 12.2.6 A part time employee who is requested to work additional hours has the right to refuse such a request. Employees may elect to take the additional hours as time in lieu as per Clause 28 of this Agreement.
- 12.3 Basis of Employment
 - (a) Casual employee means an employee who is engaged and paid as such. In addition to the hourly ordinary time rate and rates payable for shift and weekend work, casual employees will be paid, 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.
 - (b) Penalties, including public holidays and overtime, for casual employees, will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.
- 12.4 Probation and Duties
 - 12.4.1 All new employees will be engaged on a probationary period of up to three months. The Chief Executive Officer may reduce this period where performance is exemplary.

12.4.2 An employee's duties and responsibilities may be varied by the Shire, provided that they are within their range of skills, qualification, competence and training.

12.4.3 At all times in performing their duties and responsibilities, employees are required to:

- (a) comply with any lawful and reasonable direction given by the Shire
- (b) use their best endeavours
- (c) devote the whole of their time and attention to their work; and
- (d) ensure the highest level of safe working practices are adhered to and maintained.

12.5 Termination of the Contract

Except as hereinafter provided the period of notice to be given to terminate the contract of employment shall be as follows:

Employee's period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If an employee is over 45 years of age and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given, the employer will provide such employees with a further weeks' notice in addition to the period specified above.

13. Mixed Functions

In keeping with the Shire's work life balance concept of flexibility, the parties agree that, employees may hold more than one position in the Shire and be paid at differential rates of pay covered by this and/or other Agreements within the Shire, up to the standard average of 76 ordinary hours per fortnight. Additional hours beyond the average of 76 hours per fortnight will be regarded as overtime and paid at the appropriate rate as per Schedule 1.

14. Qualifications and Certifications

14.1 First Aid Qualifications

All relevant employees shall maintain a current First Aid Qualification at their own expense where such a qualification is deemed mandatory for the position.

14.2 National Police Certificate

All employees are required to produce a current National Police Certificate, at the expense of the employee, upon request of the Chief Executive Officer.

14.3 Working with Children Card

All relevant employees shall maintain a current Working with Children Card as required under the Working with Children (Criminal Record Checking) Act 2004.

15. Redundancy, Retraining, Redeployment and Voluntary Severance Mobility

15.1 Severance Payments

An Employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Redundancy pay period employee's period of continuous service with the Shire on termination	Redundancy pay entitlement
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks

Then:

- (a) Two weeks' pay for every year of completed service up to 12 years of service, and;
 - (b) Three weeks' pay for every year of completed service from 13 years of service.
 - (c) All notices of redundancy will be given in accordance with the termination provisions. Four weeks' pay will be paid in lieu of notice, if insufficient notice given;
 - (d) An additional once only two weeks' pay if over 45 years of age; and
 - (e) In the case of voluntary severance, clause 15.1.1 above shall apply, plus an additional four (4) weeks' pay.
 - (f) A long service leave pro-rata payment shall be incorporated into the redundancy package for those staff with greater than five years continuous service.
 - (g) All other entitlements required to be paid on termination including any TOIL or untaken RDOs.
- 15.1.1 Notwithstanding the above, the Shire may choose to offer an equivalent alternative redundancy package. Employees will not be under any obligation to accept the alternative redundancy package over the arrangement above.
- 15.1.2 This clause does not apply to employees:
- (a) who are summarily dismissed; or
 - (b) who are part-time or full-time employees engaged on a fixed term contract, a contract for a fixed task, or an expressly stated temporary engagement; or
 - (c) that are casual employees.

16. Phased in Retirement

- 16.1 Subject to performance reviews and operational requirements, the Chief Executive Officer has the ability to negotiate a phased in retirement plan with employees. Such a decision will require the mutual agreement of the Chief Executive Officer and the employee.

17. Classification System

- 17.1 During the life of this Agreement, a review of the classification system across the organisation at Schedule 2 will be conducted.
- 17.2 Any proposed new classification descriptors or system will be reviewed by the Representative Group and agreed to prior to any variation of Schedule 2 of this Agreement by application to the Commission or a subsequent Industrial Agreement.
- 17.3 Where an employee is in receipt of a negotiated salary, above that determined in accordance with the position classification, that employee will receive an increase of Perth Annual December CPI only, unless otherwise negotiated.

18. Annualised Salaries

- 18.1 Notwithstanding any other provision of this Agreement, an employer and an employee may agree that the employer may pay the employee an annual salary in satisfaction of any or all of the following provisions of this Agreement:
- a) Minimum Wages;
 - b) Allowances;
 - c) Higher duties;
 - d) Penalty rates;
 - e) Overtime; and
 - f) Annual leave loading
- 18.2 Annual salary not to disadvantage employees
- 18.2.1 The annual salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier over such lesser period as has been worked).
- 18.2.2 The annual salary of the employee must be reviewed by the employer at least annually to ensure that the compensation is appropriate having regard to the relevant Agreement provisions which are satisfied by the payment of the annual salary.
- 18.3 For the purposes of the MCE Act, the base rate of pay of an employee receiving an annual salary under this clause comprises the portion of annual salary equivalent to the relevant rate of pay in Schedule 1 and excludes any incentive-based payments, bonuses, loadings, monetary allowances, overtime and penalties.
- 18.4 An annual salary agreement must:
- a) be in writing and signed by both parties;
 - b) state the date on which the arrangement commences;
 - c) be provided to the employee;
 - d) contain a provision that the employee will receive no less under the arrangement than the employee would have been entitled to if all the Agreement obligations had been met, taking account of the value of the provision of matters not comprehended by this Agreement such as private use of an employer provided motor vehicle;
 - e) be subject to an annual review;
 - f) contain details of any salary package arrangements, including the annual salary that is payable;
 - g) contain details of any other non-salary benefits provided to the employee such as

- an employer provided motor vehicle;
- h) contain details of any performance pay arrangements and performance measurement indicators;
- i) contain the salary for the purposes of accident make up pay; and
- j) contain the award level classification for the role.

18.5 An annual salary agreement may be terminated:

- a) by the employer or the employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- b) at any time, by written agreement between the employer and the employee.

18.6 On termination of an annual salary agreement, the employee will revert to the Agreement entitlements unless a new annual salary agreement is reached.

19. Payment of Wages

19.1 Employees' wages shall be paid in fortnightly instalments by Electronic Funds Transfer into a bank, building society or credit union account nominated by the employee, provided that under the Shire's payroll arrangements there is access to the financial organisation that the employee nominates. Where the Shire does not have access to the financial organisation that the employee nominates, the employee shall be required to arrange an account at another organisation that is suitable to the Shire.

19.2 The Salary Scales referred to in Schedule 1 will be effective from the first pay day as listed.

19.3 The Salary Scales listed in Schedule 1 are inclusive of all allowances and penalties not otherwise prescribed in this Agreement.

19.4 In addition to the base rate of pay contained in Schedule 1 and the loading provided under clause 12.3 of this Agreement, a casual employee will be paid a loading for the purpose of compensating the casual employee for leave they are not entitled to under this Agreement.

19.5 Penalties, including 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.

19.6 A cost of living payment of \$1,000 will be paid to all employees who have been employed by the Shire for more than 3 months prior to 1 July 2023. This payment is made on a pro rata basis for part time employees. All parties agree that this payment is a response to unusual circumstances and therefore is no expectation that this payment will be repeated.

20. Higher Duties

20.1 An employee, who is directed to perform all of the duties applicable to a higher graded position for not less than 1 day, and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, shall be paid the minimum salary of the higher graded position for the whole day(s) of performing such duties.

20.2 An employee who is required to carry out part only of the duties of the higher position shall be paid at a rate as agreed between the employee and the employer.

20.3 Where an employee, while acting in a higher classification position and in receipt of higher classification pay commences annual or sick leave, the employee shall receive any payment to which he/she is entitled pursuant to this Agreement at the higher classification

rate if the employee has been engaged on the higher duties continuously for three calendar months or more, immediately preceding the taking of annual or sick leave.

- 20.4 When an employee, while acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside the employee's ordinary working hours, the employee shall receive any overtime payment to which the employee is entitled pursuant to this Agreement, based on the higher classification rate.
- 20.5 An employee who is required to carry out the duties of a vacant higher classification position for a continuous period in excess of twelve months, may be permanently appointed to that position if it is an ongoing role, with the exception of parental leave and workers compensation related positions. Temporary appointments may be extended by agreement between the parties.

21. Allowances

- 21.1 All allowance payments must be verified and authorised by the relevant supervisor in writing.

21.2 Grave Digging

An employee who opens and/or enters a grave for the purpose of an exhumation, lift and deepening, shall be paid \$150 per grave opened/entered.

21.3 First aid allowance

21.3.1 Where an Employee who holds an appropriate first aid qualification is appointed by the Shire to perform first aid duty, such an employee will be paid an additional weekly allowance of \$18.50.

21.3.2 Clause 21.3 will not apply where holding a first aid certificate is a requirement of the position.

21.4 Meal allowance in relation to overtime

21.4.1 Employees who work more than two (2) hours overtime in a minimum of ten (10) hours on duty will be paid a meal allowance of \$11.25.

21.4.2 Where the Shire requires the Employee to continue working for a further four (4) hours of continuous overtime work, the Employee will be paid an additional meal allowance of \$7.25.

21.4.3 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; or
- Where a meal is provided by the employer.

21.5 Trade Skills allowance

21.5.1 Employees who utilise their trade on an ad hoc basis (i.e. if the trade is not a requirement of their role) will be paid an additional allowance of \$5 per hour.

21.5.2 This allowance applies to recognised qualifications which are prescribed vocational education and training qualifications by the Minister for Education and Training under the section 60C of the Vocational Education and Training Act

1996.

21.5.3 Use of the allowance and the number of hours must be approved in writing by the Director or CEO prior to any work commencing. Work which has not been approved in writing prior to commencement is not eligible for this allowance.

21.6 All other allowances have been incorporated into the employee's salary or wages.

22. Superannuation Provisions

22.1 The Shire shall make superannuation payments for employees at the levels prescribed within the *Superannuation Guarantee Act 1992* and will be paid in accordance with legislative and award conditions prescribed in the *Local Government Officers' (Western Australia) Award 2021* and the *Municipal Employees Western Australia Award 2021*.

22.2 All such contributions will be made to a complying fund (evidence is required) of the employee's choice, provided that the fund accepts electronic funds transfers and does not require the Shire to become a participating employer. Upon commencement of employment the employer will inform the employee that the employee can nominate a complying superannuation fund or scheme. The employee may change this nomination to an alternative complying superannuation fund or scheme at anytime.

22.3 In the event that the employee does not nominate a fund of their choice, the Shire will request stapled super fund details from the Australian Taxation Office. If the Australian Taxation Office advises that they do not have a stapled super fund, payments will be made to \Aware Super or any other subsequent fund determined by the Shire.

22.4 Additional superannuation will be available to Employees after six months service on the following basis:

Employee Contribution	Additional Superannuation Payable by the Employer
1%	1%
2%	2%
3%	3%
4%	4%
5%	5%

23. Loyalty Payment

A loyalty payment will be made to employees following their anniversary dates on the following basis:

Years of continuous service	Loyalty Payment
5	\$100
10	\$150
15	\$200
Subsequent 5 year intervals	\$200

24. Salary Sacrifice

24.1 In addition to superannuation, employees may enter into salary sacrifice arrangements.

Salary sacrifice arrangements will be considered to the extent that there is no financial impact to the Shire, and where the administration burden is minor.

- 24.2 The conditions relating to salary sacrifice may vary from time to time depending on changes to legislation and relevant guidance.

25. Use of Private Vehicles for Shire Business

- 25.1 Use of an employee's own vehicle for Shire business use can only be done by mutual agreement between the employee and the relevant Director or Chief Executive Officer and in accordance with relevant Policies and Operational Guidelines.
- 25.2 An employee who is authorised to use their own vehicle for Shire business shall be reimbursed as per the rates within the Local Government Officers' (Western Australia) Award 2021.
- 25.3 All travel claims must be authorised by the relevant Director or Chief Executive Officer.

26. Hours of Work

26.1 Ordinary Hours

The maximum number of ordinary hours per week shall be 38 hours, which may be averaged over a period of up to two weeks. This includes provision of a nine-day fortnight for office and operator staff by arrangement, or any other arrangement agreed by the Shire and the employee as per clause 10 of this Agreement.

26.2 Rostered Days Off

Rostered days off are to be administered and taken in accordance with relevant policies and operational guidance provided by the Chief Executive Officer.

26.3 Rosters

By agreement between the employee and the Shire, rotating rosters will be allowed of up to eight weeks for casual, part time or full time permanent staff. Fulltime staff will be paid at the rate of 76 hours per fortnight providing that the total amount of hours worked, plus leave etc. for a rotating roster period equates to an average of 38 hours per week over a period of 28 days worked.

- 26.4 If an employee feels aggrieved and unfairly dealt with then they have the right to invoke the dispute settlement procedure.

26.5 Span of Normal Working Hours

Management, Administrative and Supervisory Staff (all sites unless otherwise listed)
6:00 am to 6:00 pm Monday to Friday.

Ranger Services
5:00 am to 10:00 pm Monday to Sunday

Recreation and Community Services 5:00 am to 10:00 pm Monday to Sunday

Cleaning staff
5:00 am to 10:00 pm Monday to Sunday

Operational Depot Staff
6.00am to 6.00 pm Monday to Friday

Staff will work within this span of hours by agreement with the Shire at ordinary rates of pay.

- 26.6 It is acknowledged by the Parties that the workplace reform process is ongoing and may form the basis of future agreements as provided in this clause subject to consultation.
- 26.7 Variations by Mutual Agreement
Nothing in this "Hours" clause prohibits an employee or Supervisor from mutually agreeing work patterns/payments acceptable to both Parties. Hours worked by all staff, including those who request to work from home, will be at single time and will not accrue weekend or weekday penalty rates unless their total fortnightly hours exceed 76 hours in a pay fortnight.

27. Meal Breaks

- 27.1 Except as hereinafter provided, an unpaid meal break, not less than half an hour in duration, shall be taken each day, the timing of which shall be by mutual agreement, subject to the Hours Clause.
- 27.2 The employee shall not be required to work for more than five ordinary hours without an unpaid meal or rest break, except where an alternative arrangement is agreed between the employee and their supervisor, Director or Chief Executive Officer.
- 27.3 Operational Depot staff will receive a paid morning tea break, not exceeding 15 minutes each day, the timing of which shall be by mutual agreement. If employees work in excess of or equal to an 11 hour span, employees will receive a paid afternoon tea break not exceeding 10 minutes on that day.
- 27.4 For outdoor employees, meal breaks will be taken on the job.

28. Overtime, Call Back, On Call and Call Outs

- 28.1 Clause 28 shall apply to all employees other than employees on level 6 or above.

Overtime

- 28.2 Unless otherwise provided, overtime means all work performed at the direction and approval of the immediate supervisor, Director or Chief Executive Officer:
- (a) in excess of the employee's ordinary fortnightly hours as specified in clause 26; or
 - (b) on days other than ordinary working days as specified in clause 26.
- 28.3 Payment for overtime
- (a) Except as otherwise provided, overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.
 - (b) All overtime worked on Saturday will be paid at the rate of double time and all overtime time worked on a Sunday will be paid at the rate of double time and a half.
 - (c) The payment for overtime rates is calculated on the employee's hourly ordinary time rate.
 - (d) Overtime to be paid in 15 minute blocks.

28.4 Time off in lieu (TOIL)

- (a) An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (b) The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.
- (c) Time off instead of payment for overtime must be taken at a mutually convenient time. If accumulated time-in-lieu is not taken within a period of 6 months, the employer may elect to pay out the employee at the appropriate overtime rate and at the rate for the classification in which the employee worked the overtime.

28.5 Rest period after overtime

- (a) Wherever reasonably practicable, working hours should be arranged so that an employee has at least 10 consecutive hours off duty between the work on successive days or shifts.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of this clause, be released until the employee has had 10 consecutive hours off duty without loss of pay of ordinary hours occurring during such absence.
- (c) If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

28.6 Call-back

- (a) For the purposes of this Agreement, an employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will not be deemed to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.
- (b) Any employee who is called back to work will be paid for a minimum of three hours' work 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.
- (c) Except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job that the employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

28.7 On Call

An employee directed by the Shire 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.

Where the employee is on call, the employee will be paid an on call allowance as follows:

Day on-call	Daily on-call Rate
Monday - Friday	\$50.00
Saturday	\$70.00
Sunday	\$90.00
Public Holidays	\$90.00

28.8 Call Out

- (a) An employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to attend work. Actual time worked will be deemed to apply from the time the employee leaves home.
- (b) An employee who is on any type of leave and who voluntarily responds to a call out to attend work during normal working hours shall be paid at the employee's ordinary hourly time rate. The leave day will be credited back the employee and any hours worked outside the employees normal working hours will be paid as per clause 28.3.

28.9 Remote Response

- (a) An Employee who is in receipt of an on call allowance and available to immediately:
 - Call Back
 - Respond to phone calls or message
 - Provide advice (phone fixes)
 - Arrange call out/rosters of other Employees; and
 - Remotely monitor and/or address issues by remote telephone and/or computer accesswill be paid at 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 timesheet 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.

29. Flexible Work Arrangements

- 29.1 The clauses of this Agreement provide for flexibility, including flexibility of hours and working from home arrangements. The Shire and an Employee covered by this Agreement may agree to make an individual flexible work arrangement in accordance with the clauses of the Agreement. This arrangement must be in writing and does not vary this Agreement.
- 29.2 Any such arrangement is agreed to under this Clause must be genuinely agreed to by the Shire and the Employee without coercion or duress.
- 29.3 The Shire or the Employee may cancel this arrangement by providing 7 days notice in writing.

30. Public Holidays

- 30.1 The gazetted public holidays and amendments therein will be followed for the term of this Agreement as follows:
 - (a) New Year's Day, Good Friday, Easter Sunday, Easter Monday, Christmas Day and

Boxing Day; and

- (b) The following days as prescribed in Western Australia: Australia Day, Anzac Day, Labour Day, Kings Birthday; and
 - (c) Western Australia Day, as prescribed in Western Australia.
- 30.2 An Employee is not entitled to payment if the Employee is not rostered for work on the public holiday or whose part-time hours do not include the day of the week on which the public holiday occurs.
- 30.3 Full time (pro-rata part-time) employees will receive two Pingelly Service Days in lieu of the normal two (2) public service days being the 2 of January and Easter Tuesday each year. The two (2) Pingelly Service Days will be paid at single time and are to be taken each year between Christmas and New Year as part of the Shire's annual shut down period unless approved by the relevant Director or Chief Executive Officer.
- 30.4 Regardless of clause 30.1 above, the employee and the Shire may agree that another day be taken as a holiday in substitution of any of the above public holidays.
- 30.5 Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half times their ordinary rate of pay for each hour worked on that day. An employee who works on an observed and actual public holiday will be paid the penalty rate for working on the observed public holiday, but not both. By mutual agreement between the employee and the supervisor, time in lieu will be at the applicable overtime rate.
- 30.6 For the purposes of this clause, a public holiday is paid at standard hours for full time employees (pro-rata part-time).
- 30.7 To be entitled to the additional two public service holidays the employee must have been employed full time for six months or more and worked during the time they have fallen.
- 30.8 Where a Pingelly Service Day falls during a period of long service leave, that day shall not be considered to be part of the period of long service leave.
- 30.9 Any (full-time) employee whose rostered day off falls on a public holiday shall be able to take a rostered day off on a day mutually agreed with the Supervisor.
- 30.10 This clause shall not apply to casual employees.

31. Annual Leave

- 31.1 Full-time and part-time employees are entitled to annual leave and loading in accordance with this clause and the MCE Act.
- 31.2 For each year of completed service with the Shire employees are entitled to four weeks of paid annual leave.
- 31.3 Annual leave accrues on an hourly basis but does not accrue during any period of unauthorised absence, unpaid leave or unpaid authorised absence beyond that specified in clause 33 (other than community service leave or period of stand down).
- 31.4 Any untaken leave in one year cumulates to the next year. Untaken annual leave is paid out on termination.
- 31.5 Annual leave is paid at the employee's base rate of pay. Annual leave will be paid at the time payment is made in the normal course of the employment, unless the employee

- requests to be paid before leave commences.
- 31.6 Where an employee is entitled to a public holiday, or other period of leave under the MCE Act (other than unpaid parental leave), which falls during a period of annual leave that day (or part day) shall not be considered to be part of the period of annual leave.
- 31.7 Annual leave may be taken by agreement between the employee and their supervisor, provided that the supervisor will not unreasonably refuse a request to take accrued annual leave. When requesting to take annual leave employees should provide a minimum of four weeks' notice prior to the intended start date. Unless otherwise agreed between the Chief Executive Officer and the employee, annual leave should be taken within 24 months of it accruing. Accrued annual leave over 8 weeks (pro rata for part time employees), is deemed excessive.
- 31.8 Notwithstanding the above, where the employer has genuinely tried to reach agreement with an employee in relation to the taking of excessive leave accruals, however agreement is not reached, the employer may direct the employee in writing to take:
- (a) up to a quarter of their accrued annual leave entitlement where the employee has accrued more than eight weeks annual leave. An employee may not be directed to take such an amount of leave that would reduce the employee's accrued leave balance to less than 6 weeks.
 - (b) leave where there is a decision to shut down all or part of the business, noting that if an employee does not have sufficient accrued leave he/she may be required to take leave without pay.
- 31.9 The employee will be paid an annual leave loading of 17.5% calculated on the ordinary hours in addition to payment for annual leave provided. The annual leave loading will be paid when taking annual leave.
- 31.10 The provisions of this clause shall not apply to casual employees.

32. Cashing Out Annual Leave

- 32.1 An employee may request to forgo some of their accrued entitlements to annual leave under this Agreement and receive an equivalent benefit in lieu. This is called "cashing out" annual leave.
- 32.2 In the interests of the employee's rest and recreation, the provisions in this clause are not intended to enable cashing-out of all, nor most of the annual leave entitlement, and the amount of leave that is cashed-out must be mutually agreed in writing between the employee and Chief Executive Officer.
- 32.3 The maximum amount of annual leave that can be cashed out is limited to 2 weeks per financial year, and must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 32.4 It is agreed between the employee and the Chief Executive Officer that when annual leave is cashed-out, the equivalent benefit that the employee shall receive in lieu of annual leave shall be the payment that the employee would have received had they proceeded on annual leave.
- 32.5 This clause shall not apply to casual employees.

33. Personal/Carers and Compassionate Leave

33.1 Personal/Carer's and Compassionate Leave

33.1.1 Paid personal leave is available to an employee when they are absent from work:

- (a) due to personal illness or injury;
- (b) for the purposes of caring for an immediate family member or member of the employee's household who is sick, injured or experiences an unexpected emergency and requires the employee's care and support (Carer's Leave); or
- (c) because a member of the employee's immediate family or household contracts or develops a personal illness or injury that poses a serious threat to his or her life, or dies (Compassionate Leave).

33.1.2 The term "immediate family" includes:

- (a) spouse or former spouse
- (b) de facto partner or former de facto partner
- (c) child
- (d) parent
- (e) grandparent
- (f) grandchild
- (g) sibling, or
- (h) child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

33.2 Amount of Personal/Carer's Leave

This clause is not applicable to casual employees.

33.2.1 The amount of personal leave available to employees is dependent on length of service as follows:

Length of service	Paid days available
On commencement	4
After 6 months service	Additional 7
After 1 years' service	11
After 2 years' service and each year thereafter	13

33.2.2 Employees' entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Part Time Employees will accrue personal leave on a pro rata basis.

33.2.3 Where Employees have payment for additional hours worked owing, such Employees may elect, with approval from their Director, to take time off in lieu of payment for additional hours for the purpose of providing care to a family member who is ill.

33.3 Payment for Paid Personal/Carer's Leave

33.3.1 The employee will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period that the employee is absent from work on paid personal/carers leave.

33.3.2 If the period during which the employee takes paid personal/carers leave includes a day or part day that is a public holiday, the employee is taken to not be on paid personal/carers leave on that public holiday.

33.4 Notice of Absence Required

33.4.1 An employee shall notify their immediate supervisor of an absence due to sickness, mental health, to provide care to a member of their immediate family or household or in domestic violence circumstances prior to the commencement of the employee's next rostered starting time, or as soon as is reasonably practicable.

Notification shall be given as soon as practical by personal telephone voice call or text message. Email notification will only be acceptable in circumstances where the supervisor does not answer their phone or acknowledge receipt of a text message, or where it is impractical. In the event that the employee is unable to comply with this requirement because of the nature of the illness, injury or family member care requirement, the employee should arrange for a member of their family or household to notify the employer.

33.4.2 The notice should include details of how long the employee expects to be away from work.

33.5 Evidence Required to Support Applications for Personal/Carer's Leave

33.5.1 Evidence supporting a claim for personal leave due to the sickness or injury of the employee, or a member of the employee's household or family, is required where:

- a) the absence is for more than two (2) consecutive days
- b) regular absences occur over a period of time, e.g. 1 day per month for a number of months (as determined and notified to the employee by the relevant Director or Chief Executive Officer)
- c) the absence occurs immediately prior to, or after, a period of annual leave or a public holiday.

Evidence that would satisfy a reasonable person that the employee was entitled to take paid personal/carers leave is required which includes a medical certificate, statutory declaration or other medical documentation. Failure to comply with such a requirement may result in the employee not receiving payment for the period of absence.

33.6 Unpaid Personal/Carer's Leave

33.6.1 An employee who is sick or injured, or a member of the employees family or household is sick or injured and the employee has the care of that person, and has exhausted their paid personal leave entitlement, may request unpaid leave subject to the employee complying with the notification and evidence requirements.

33.7 Compassionate Leave

33.7.1 An employee, other than a casual employee, is entitled to 2 days of paid compassionate leave for each occasion when a member of the employee's

immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness or suffers an injury that poses a serious threat to his or her life; or
- (b) dies.

33.7.2 Paid compassionate leave forms part of each employees Personal Leave entitlement, and may be taken as a single continuous 2 day period, or as 2 separate periods of 1 day each, or in any other arrangement as agreed between the employee and the Chief Executive Officer.

33.7.3 The employee will be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period that the employee is absent from work on paid compassionate leave.

33.7.4 The employee must comply with the notification and evidence requirements specified in clause 33.5 above when taking compassionate leave.

34. Personal and Annual Leave for Staff on Rotating Rosters

Annual leave and personal leave for staff on a rotating roster whether they be part time or full time, shall be paid at the ordinary hours they were rostered to work on that day.

35. Family Domestic Violence Leave

35.1 All employees are entitled to 15 days of paid family and domestic violence leave per year. Paid family and domestic violence leave does not accumulate from year to year. Employees are entitled to take paid family and domestic violence leave on terms the same as that provided for unpaid family and domestic violence leave under the MCE Act.

35.2. Family and Domestic Violence has the same meaning as that provided for under s 39A of the MCE Act.

35.3. This leave entitlement can be used for incidents following domestic violence as well as other associated absences e.g. court hearings.

35.4. A Notice of Absence under clause 33.4 is required to be provided to a Director or the CEO.

36. Parental Leave

Unpaid parental leave entitlements are provided under the MCE Act and the *Fair Work Act 2009* (Cth).

37. Community Services Leave

Employees are entitled to Community Service Leave on the same terms as that provided for under the National Employment Standards.

38. Long Service Leave

38.1 An employee shall be entitled to long service leave in accordance with the Local Government (Long Service Leave) Regulations.

38.2 Employees shall have the option of taking pro-rata long service leave after the 7th completed year of continuous service.

39. Leave Without Pay

Employees may apply for leave without pay when leave entitlements have been exhausted, and the employee is still required to be absent from work. Each application will be assessed by the relevant Director or Chief Executive Officer. Approved leave without pay will be administered in accordance with the relevant award and MCE Act.

40. Study Leave

Study assistance and time off to attend lectures will be granted to staff studying either campus based or externally subject to the following conditions and in accordance with relevant Policies and Operational Guidelines:

- 40.1 To qualify for Study Leave, the employee must make written application to the Chief Executive Officer for approval prior to enrolment.
- 40.2 The course of study shall be directly related to the duties being undertaken, or likely to be undertaken by the employee in the course of their employment, and be to the benefit of both parties.
- 40.3 Where possible, employees are expected to attend courses in their own time or complete the same amount of hours in their own time as the hours they request to be relieved from their work duties.
- 40.4 Reimbursement of up to 50% of all normal fees to a maximum of \$1000 per year may be made on evidence of successful completion of each semester's course of study.
- 40.5 In any particular case where the circumstances may warrant the relaxation of these conditions or the imposition of further conditions, the Director should refer the application to the Chief Executive Officer for consideration and recommendation.
- 40.6 Study leave can only be claimed for normal work hours. Study leave is not available to employees on annual or other leave.

41. Fitness for Work

- 41.1 Employees are required to be fit for work, in accordance with relevant Policies and Operational Guidelines. This includes, but is not limited to:
 - 41.1.1 It is a requirement that employees are not adversely affected by alcohol or drugs during working hours.
 - 41.1.2 Where an employee is taking medication, or suffering from any condition, that may affect or limit their ability to carry out work, they are to advise their supervisor.
 - 41.1.3 Employees may be required to undertake random, blanket or "for cause" drug and alcohol testing. Where an employee returns a positive test or fails to undertake a test he/she will be suspended without pay until such time as the employee is deemed fit for work or the employment is terminated. Where there is a positive result any subsequent tests to determine fitness for work will be at the employee's expense.
 - 41.1.4 Individual testing will only be conducted where the supervisor has a reasonable belief that an employee is under the influence of drugs or alcohol.

42. Fitness and Health

42.1 Each employee will receive one of the following:

- A free season family pass to the Pingelly Swimming Pool;
- Personal gym membership; or
- Sporting club membership to sporting clubs located in Pingelly.

up to the value of \$125 or the value of a season family pass to the Pingelly Swimming Pool, whichever is greater annually. This will be paid directly by the Shire to the pool, gym or club.

42.2 All employees, on request, shall be provided flu, COVID 19, hepatitis B and Ross River Virus inoculation. Such shots will be provided without cost or loss of wages.

43. Annual Performance Appraisal

43.1 Annual Performance Appraisals shall be conducted in accordance with the Performance Appraisal Cycle as determined by the CEO on an annual basis.

43.2 Annual Performance Appraisals shall be conducted each year for all employees as required by the Local Government Act 1995 and the Award.

43.3 Employees agree to participate in the annual appraisal system. Employees acknowledge that this is part of legislative requirements and will participate in the system in good faith.

44. Start and Finish on the Job

44.1 Employees will meet all WHS requirements on assessing the work location before commencing work.

44.2 Employees will be required to start and finish at their designated work location and in accordance with the normal rostered hours. Designated works location is determined as your normal commencement location e.g. Depot or Administration Office.

44.3 Supervisors will ensure that work is arranged so that it is possible for employees to attend the work site at the commencement of the shift.

44.4 This shall apply within Shire of Pingelly boundaries.

44.5 Employees may be required to start and finish on the job as required for training or for unforeseen circumstances as mutually agreed with the employee and their supervisor.

45. Training, Development and Career Pathing

45.1 It is the joint responsibility of the Shire and its employees to actively pursue the development of skills.

45.2 The Shire is committed to providing training and other professional development (including but not limited to secondments) to its employees to enhance their career opportunities. Any training and professional development provided will be consistent with the current and future needs of the Shire.

45.3 Employees agree to undertake the relevant training and professional development to enable them to perform their duties competently, and to increase their skills to provide excellent customer service.

46. Plant and Equipment

46.1 Employees will respect and maintain all Shire plant and equipment including hardware and

IT items.

46.2 Employees will complete daily pre starts on all plant and equipment before operation.

46.3 Employees will drive all Shire vehicles in a safe, respectful manner while obeying the Traffic Act.

47. Staff Uniform

Staff uniform must be worn and supplied as per relevant Policies and Operational Guidelines as adopted by Council or implemented by the CEO over the life of this Agreement.

48. Productivity Initiatives

In acknowledgement of the conditions provided above the award, staff covered under this Agreement commit to the following productivity initiatives:

- a) *Commitment to taking appointments outside of work hours or on a RDO*
- b) *Being proactive about identifying works required throughout the Shire – taking ownership and being accountable for ‘getting the job done’*
- c) *Actively pursue cost saving measures/ initiatives, not limited to energy consumption, paper, and general value for money purchasing.*

The productivity initiatives listed are to be reported on by the Representative Groupa minimum of once per year to the Chief Executive Officer.

49. Policies and Operational Guidelines / Practices

Employees shall familiarise themselves with, and abide by, all Shire of Pingelly rules, Policies and Operational Guidelines / Practices as introduced and amended from time to time. To avoid doubt, the policies and operational guidelines are not incorporated into, and do not form part of, the terms of this Agreement.

50. Signatories

The Shire of Pingelly Industrial Agreement 2023 made under *the Industrial Relations Act 1979*:

For and on behalf of the Shire of Pingelly

.....
Andrew Dover
Chief Executive
Officer Shire of
Pingelly
17 Queen Street
PINGELLY WA 6308

...../...../.....
Date

For and on behalf of the Employees of the Shire of Pingelly LGRCEU

Representative:

Signed _____

Date _____

Name in full (printed) _____

Address _____

For and on behalf of the Employees of the Shire of Pingelly WASU

Representative:

Signed _____

Date _____

Name in full (printed) _____

Address _____

SCHEDULE 1 - EMPLOYEE WAGES SCHEDULE

Apprenticeship / Traineeship	Year	1/07/2023		1/07/2024		1/07/2025	
	Increase	4.00%		3.50%		3.50%	
		Salary	Hourly	Salary	Hourly	Salary	Hourly
First Year	60% Level 4/1	\$36,343	\$18.39	\$37,615	\$19.03	\$38,931	\$19.70
Second Year	75% Level 4/1	\$46,348	\$23.45	\$47,970	\$24.27	\$49,649	\$25.12
Third Year	90% Level 4/1	\$55,625	\$28.15	\$57,572	\$29.14	\$59,587	\$30.16
Fourth Year	95% Level 4/1	\$58,711	\$29.71	\$60,766	\$30.75	\$62,893	\$31.83

Level	Band	Salary	Hourly	Salary	Hourly	Salary	Hourly
1	1	\$44,562	\$22.55	\$46,122	\$23.34	\$47,736	\$24.15
2	Level 2/1	\$46,053	\$23.31	\$47,665	\$24.12	\$49,333	\$24.97
	Level 2/2	\$46,474	\$23.52	\$48,101	\$24.35	\$49,785	\$25.20
	Level 2/3	\$47,054	\$23.82	\$48,701	\$24.65	\$50,405	\$25.51
	Level 2/4	\$47,724	\$24.15	\$49,394	\$24.99	\$51,123	\$25.87
3	Level 3/1	\$48,466	\$24.52	\$50,162	\$25.38	\$51,918	\$26.27
	Level 3/2	\$51,918	\$26.27	\$53,735	\$27.19	\$55,616	\$28.14
	Level 3/3	\$55,009	\$27.84	\$56,934	\$28.82	\$58,927	\$29.82
	Level 3/4	\$58,346	\$29.53	\$60,388	\$30.56	\$62,502	\$31.63
4	Level 4/1	\$61,807	\$31.28	\$63,970	\$32.38	\$66,209	\$33.51
	Level 4/2	\$64,279	\$32.53	\$66,529	\$33.67	\$68,858	\$34.85
	Level 4/3	\$67,370	\$34.09	\$69,728	\$35.28	\$72,169	\$36.52
	Level 4/4	\$70,708	\$35.79	\$73,182	\$37.04	\$75,744	\$38.34
5	Level 5/1	\$74,169	\$37.53	\$76,765	\$38.85	\$79,451	\$40.21
	Level 5/2	\$78,743	\$39.85	\$81,499	\$41.25	\$84,351	\$42.69
	Level 5/3	\$81,710	\$41.35	\$84,570	\$42.80	\$87,529	\$44.30
	Level 5/4	\$84,306	\$42.66	\$87,256	\$44.15	\$90,310	\$45.70
6	Level 6/1	\$86,530	\$43.79	\$89,559	\$45.33	\$92,693	\$46.91
	Level 6/2	\$90,239	\$45.67	\$93,397	\$47.26	\$96,666	\$48.92
	Level 6/3	\$94,565	\$47.86	\$97,875	\$49.54	\$101,301	\$51.27
	Level 6/4	\$97,902	\$49.55	\$101,329	\$51.28	\$104,876	\$53.07
7	Level 7/1	\$98,892	\$50.04	\$102,353	\$51.80	\$105,935	\$53.61
	Level 7/2	\$102,600	\$51.93	\$106,191	\$53.74	\$109,908	\$55.63
	Level 7/3	\$106,309	\$53.80	\$110,030	\$55.68	\$113,881	\$57.63
	Level 7/4	\$110,016	\$55.68	\$113,867	\$57.63	\$117,852	\$59.65
8	Level 8/1	\$111,871	\$56.62	\$115,786	\$58.60	\$119,839	\$60.65
	Level 8/2	\$114,962	\$58.18	\$118,985	\$60.21	\$123,150	\$62.32
	Level 8/3	\$118,670	\$60.06	\$122,824	\$62.16	\$127,123	\$64.34
	Level 8/4	\$122,378	\$61.93	\$126,661	\$64.10	\$131,094	\$66.34
9	Level 9/1	\$124,851	\$63.18	\$129,221	\$65.39	\$133,743	\$67.68
	Level 9/2	\$128,559	\$65.06	\$133,058	\$67.34	\$137,715	\$69.70
	Level 9/3	\$132,267	\$66.93	\$136,897	\$69.28	\$141,688	\$71.70
	Level 9/4	\$135,976	\$68.82	\$140,735	\$71.23	\$145,661	\$73.72

SCHEDULE 2 – SKILL DESCRIPTORS

This Agreement structure consists of entry level skill-based 'Levels' defined according to the following skill descriptors and in read in conjunction with the Employer's relevant salary system. Various positions may also require Employees to hold and maintain appropriate licences, certificates and/or tickets for the operation of machinery, plant and/or tools.

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

Positions will be classified in accordance with the level definitions provided for in this Agreement.

Job descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions.

Classification structure definitions

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 co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.

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.

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.
- 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.
- 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.
- 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 co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.
- 5.5 Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
- 5.6 Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include:
- a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or
 - b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.
- 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.
- 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.

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.

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.

9. Level 9

Level 9 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives. This level includes Senior Managers who report to the Chief Executive Officer.

9.1 Authority and accountability: Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.

9.2 Judgment and problem solving: Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

9.3 Specialist knowledge and skills: Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.

9.4 Management skills: Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.

9.5 Interpersonal skills: Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.

9.6 Qualifications and experience: Employees require a relevant degree or equivalent and management experience.