



Operations Team

Enterprise Bargaining Agreement 2012

1. Title

This agreement shall be known as the Shire of Serpentine Jarrahdale Operations Team Enterprise Bargaining Agreement 2012.

2. Arrangement

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3. Defined Terms and Interpretation

3.1 Defined Terms:

In this agreement:

- a) We means the employer.
- b) You means the employee.
- c) Shire means the Shire of Serpentine Jarrahdale.
- d) The parties means the employer and the employee(s).
- e) Agreement means this agreement unless the context specifically indicates otherwise.
- f) The Act means the Fair Work Act 2009.
- g) Consultation means that the parties will confer and that the views expressed by both parties shall be taken into account before final decisions are made.
- h) Classifications: Refer to Attachment 2.

3.2 Interpretation

In the agreement unless the contrary intention appears:

- a) headings are for ease of reference only and do not affect the meaning of the agreement;
- b) the singular includes the plural and vice versa;
- c) any specified gender includes all other genders;
- d) other grammatical forms of defined words or expressions have corresponding meanings;

A reference to:

- e) the parties means the parties to this agreement;
- f) a person includes a reference to a firm, a corporation, an unincorporated association and a government authority or other government body;
- g) a person includes that person's executors, successors and permitted assigns and any person claiming under or through the person;
- h) personal leave includes sick leave, personal leave and carer's leave;
- i) a document or deed, including this agreement includes a reference to that document or deed as novated, altered or replaced from time-to-time;
- j) a statute or other law provision of such a statute or other law means that provision, statute or other law as amended or replaced from time to time, whether before or after the date of this agreement and includes regulations and other instruments made under the statute or other law;
- k) a clause or a schedule is a reference to a clause or a schedule in this agreement;
- l) a thing or an amount includes the whole and each part of it;
- m) a month means a calendar month; and
- n) dollars or \$ is a reference to Australian dollars.

4. Objectives

- 4.1 To empower you to make decisions and to look for new work methods that will enhance our service delivery.
- 4.2 To establish a culture of challenge, creativity and trust in the workplace.
- 4.3 To establish a relationship of open communication and job satisfaction.
- 4.4 To maintain optimum efficiency so as to support excellent wages and conditions of employment.

5. Shire Values

The values for all Shire employees are:

Passionate * Fun * Caring * Diverse * Resourceful * Innovative *
Rewarding * Trusting * Knowledge Seeking * Team Players

6. Parties

The parties to the agreement are the Shire of Serpentine Jarrahdale ("the Shire"), the Western Australian Shire Councils Municipal Road Boards Health Boards Parks Cemeteries and Race Courses Public Authorities Water Boards Union (which refers to itself as LGRCEU) ("the Union") and those employees of the Shire that are members of the Union or are eligible to be members of the Union.

7. Term

- 7.1 This Agreement shall commence operating seven days after approval from Fair Work Australia, however, the Shire and employees agree to commit to the terms of this agreement from the day of application for approval to Fair Work Australia.
- 7.2 The nominal expiry date shall be 4 years from the date of operation; however, in the absence of a new agreement it shall continue to operate beyond the nominal expiry date until a replacement enterprise agreement is made or this agreement is terminated in accordance with the *Fair Work Act 2009*.
- 7.3 This Agreement is to be viewed as a standalone document and replaces in its entirety the following industrial instruments:
 - a) Serpentine Jarrahdale Shire Operations Team Union Collective Agreement 2007;
 - b) Local Government Industry Award 2010;
 - c) Or any other award, or modern award that replace these instruments.

8. Probation

New employees will be on probation for the first three months of engagement, for the purpose of determining the employee's suitability for ongoing employment. During this period, the employee's work performance will be assessed at any time during the probationary period, either party can terminate the employment by giving one (1) week's notice.

9. Termination

- 9.1 Except in the case of casual and probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified in Table 9.1 below. Instead of providing the specified notice we may choose to make payment in lieu of notice, provided that the total amount of the payment is equal to or exceeds what the employee would have received had they worked the notice period.
- 9.2 Nothing in this agreement affects our right to dismiss you without notice for serious misconduct and if so dismissed you shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.
- 9.3 If you are on probation you shall be entitled to one (1) week's notice of termination.
- 9.4 The notice of termination period on either side shall be:

Table 9.1 – REQUIRED NOTICE OF TERMINATION	
Years of Service	Required Notice
No 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
Over 5 years	At least 4 weeks
Or such other period as agreed by the parties	

- 9.5 If you are 45 years or over and have completed at least two years continuous service you will receive one additional week's notice

10. Salary and Ordinary Time Rates of Pay

- 10.1 Employees shall be entitled to an annual salary as set out in Table 1 of Attachment 1.
- 10.2 The rates of salary paid pursuant to this Agreement shall be adjusted each year in accordance with the budget, and will be inclusive of any changes in the consumer price index (CPI).
- 10.3 In addition to the rates of pay prescribed in this clause, you may receive additional wage increases at any time at the discretion of the employer as a result of a review of your position and/or your performance.

- 10.4 Your position and performance will be reviewed by your supervisor at least once in each calendar year.
- 10.5 Apprentices and Trainees shall be paid a percentage, as set out in Table 4, of the Level 1, Step 1 rate in Table 1 of Attachment 1.

11. Spread of Hours

- 11.1 You shall work 76 hours per fortnight, spread over nine (9) days, Monday to Friday, subject to the application of sub-clause 11.3. The hours will be worked between 6:00am and 6:00pm, to a maximum of ten (10) hours per day. By mutual agreement, variation to hour's arrangements, including shift lengths and start and finish times, may be entered into by the relevant manager, or his/her appointed officer, and affected employees. Consent to this request will not be unreasonably withheld.
- 11.2 At the beginning of this Agreement and at regular times during the life of this Agreement, a list will be circulated for those employees requesting additional hours of work or requesting to work their rostered day off (RDO) at ordinary hours. An employee may withdraw his or her name from this list at any time or refuse offered work without fear of jeopardising future additional hours at either ordinary rates or overtime rates.
- 11.3 Employees agree to encourage flexibility and multi-skilling by making available adequate numbers of employees to the relevant manager. Any employees covered by this agreement may enter into arrangements as groups or individually to work in a block in order to enable up to a maximum of three (3) blocks per financial year. The maximum of up to three (3) blocks are worked up to a maximum of 360 hours per block to a maximum of twelve (12) hours per day. The Block system may be worked during any financial year to allow the timely completion of construction and maintenance programs. This will be achieved as follows:
- a) The designated block periods will be determined by mutual agreement between management and affected staff - in order to improve the Shire's cost/benefit strategies within its projects and programs. Part of the cost benefit strategies shall relate to the availability of a core number of staff within the Operations area. Maintaining an appropriate level of service within the division is essential to a block period or periods being approved.
 - b) Except as hereinafter provided, all additional hours worked during any block period shall be averaged over the year as part of the employee's 1976 ordinary hours for the year.
 - c) Notwithstanding paragraph b) above, an employee may opt to have some or all of the additional hours worked during any block period deemed as 'reasonable additional hours' and have such deemed hours paid at the employee's ordinary rate of pay.
 - d) Additional hours worked in any block periods shall have no effect on the employee's rights to paid leave of any kind.
 - e) Once a block period or periods have been defined, the configuration of block hours in (a) above may be altered by mutual agreement between the relevant manager and affected employees for project management purposes.
 - f) A minimum notification period of four (4) weeks to Operations employees is

required for the programming of a block period.

11.4 Rostered Day Off (RDO):

It is agreed that the nine (9) day fortnight, as currently worked, shall continue as part of this Agreement, subject to sub clauses 11.4 (a) to (d) below, provided that it is agreed that the employee's, as listed in clause 11.2, may work on mutually agreed RDO's at ordinary rates of pay. The hours worked may be:

- a) paid out at ordinary rates in conjunction with fortnightly pay;
- b) accrued as credits to be taken as paid time off. Time accrued under this clause is to be taken in a continuous period;
- c) accrued and used as additional family care leave or additional bereavement leave within the current financial year;
- d) accrued to be cashed out at ordinary rates at the end of the financial year.

No more than three (3) RDO's may be accrued and banked. In the event of termination of an employee's contract of employment, for whatsoever reason, the employee shall be paid out any accrued and banked time under this arrangement at the ordinary rate at the time of termination of his/her employment contract.

- 11.5 This shall not apply when employees work public holidays. Employees engaged to work on a public holiday shall be paid at the applicable rate for overtime worked on a public holiday.
- 11.6 All after hours call out work will be paid at double time rates for a minimum of three (3) hours. Multiple call outs during that period will not result in additional payment for each call out.
- 11.7 When scheduling hours of duty under this clause, the Employer shall have regard for the reasonable hour's provisions on the Fair Work Act 2009.

12. Overtime

- 12.1 Overtime shall mean all work performed in excess of, or outside, the ordinary hours of duty prescribed in Clause 11 above.
- 12.2 With the exception of the block periods referred to in Clause 11.3, overtime worked on any day, Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - a) With the exception of the block periods referred to in Clause 11.3, overtime worked on a Saturday prior to 12:00 noon shall be paid for at the rate of time and one half for the first two hours and double time thereafter;
 - b) With the exception of the block periods referred to in Clause 11.3 overtime worked on a Saturday after 12:00 noon or on a Sunday shall be paid for at the rate of double time;
 - c) Overtime worked on any day prescribed as a public holiday under this award

shall be paid for at the rate of double time and one half.

12.3 Recall:

- a) An employee will be deemed to be on a recall 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 recall 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 recalls occurring within three hours of a recall will not attract any additional payment. An employee working on a recall 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 was completed within a shorter period. This Clause will not apply in cases where the recall is continuous subject to a reasonable meal break with the commencement of ordinary hours.

12.4 Rest Period After Overtime

- a) Wherever reasonably practicable, working hours will be arranged so that employees have at least 10 consecutive hours off duty between work on successive days.
- 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.

12.5 The parties intend that this provision excludes the operation of protected conditions dealing with overtime.

13. Allowances

13.1 Digging and Reopening of Graves:

- a) An employee who is required to dig or reopen a grave shall be entitled to an allowance at the rate of \$94.95 per grave or reopening. This clause includes any allowances that may be applicable under Clause 13.4.

13.2 Higher Duties:

- a) Where an employee performs any duty for which a wage higher than that of their own level is fixed by this Agreement, for the majority of the shift in any one day, they will be paid for the full shift at the higher rate.

13.3 Vehicle Allowance:

- a) An employee who is required to use their own vehicle in or in connection with the performance of their duties will be paid an allowance for each kilometer of authorised travel as follows:
 - i) Motor vehicle - \$0.74 per kilometer; and
 - ii) Motorcycle - \$0.25 per kilometer.

13.4 Working in Shafts, Trenches or Excavations:

- a) An employee who is required to work in shafts, trenches or excavations with depths exceeding 1.829 meters below the surface, will be paid an allowance of \$2.80 per day in addition to the ordinary rate of pay.
- b) Clause 13.4(a) does not apply in addition to Clause 13.1.

14. Public Holidays

14.1 Employees shall be entitled to holidays on the following days:

- 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, Queen's Birthday, Labour Day and Foundation Day.

14.2 Holidays in lieu:

- a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
- c) When New Year's Day, Australia Day or Anzac Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

14.3 Where in the State of Western Australia, public holidays are declared or prescribed on days other than those set out in clauses 14.1 and 14.2 above, those days shall constitute additional holidays for the purpose of this Agreement.

14.4 Two additional days being the Tuesday following Easter and the day following New Years Day are available per annum to each Employee. The days are to be taken on the days that they fall due, or a day in lieu, applied for using the Accumulation Form to the appropriate Supervisor or Manager, in the year in which they fall due and at the convenience of the Employer.

15 Uniforms and protective equipment

- 15.1 We will provide the following items of uniform to you at the commencement of your employment with us:
- a) 4 long sleeved shirts
 - b) 4 pairs of long trousers or shorts
 - c) 1 Jacket
 - d) 1 Pair Safety Boots
- 15.2 We will provide the following items of uniform once during each financial year:
- a) 4 long sleeved shirts
 - b) 4 pairs of trousers or shorts
- 15.3 You will be responsible for laundering your uniform. We will replace or repair any items resulting from fair wear and tear or accidental damage that is not attributable to your own negligence.

16 Sick Leave Attendance Incentive Scheme

- 16.1 This sick leave attendance incentive scheme shall only apply to unused sick leave that has accrued since 1 December 1998, the date upon which the scheme was first introduced.
- 16.2 The scheme provides for the payout of unused sick leave entitlements in accordance with the following model and formula:

Unused Sick Leave Entitlement	% paid out on termination
Less than 200 hours	20%
More than 200 hours but less than 400 hours	40%
More than 400 hours but less than 600 hours	60%
More than 600 hours	80%

- 16.3 Provided that the percentage payouts in the Model above shall only apply in circumstances where your employment is terminated by reason of retirement or voluntary resignation, in accordance with the following formula: $(LT-LC) \times EP \times RP$

Where:

LT = hours of sick leave entitlement available on termination

LC = hours of sick leave entitlement at 1 December 1998

EP = entitlement percentage

RP = hourly rate of pay on termination

17 Annual Leave & Personal / Carer's Leave

17.1 Annual Leave Entitlement:

- a) You are entitled to four weeks annual leave in respect to each completed year of service.
- b) We will roster annual leave, by mutual agreement between the parties, so as to ensure appropriate levels of staff are available so that continuous and effective operation is maintained.
- c) Except in special circumstances agreed by the parties, annual leave shall be taken in periods no less than 5 consecutive days.
- d) You may apply to defer the taking of annual leave in special circumstances agreed between the parties. Such deferred leave shall be paid at the rate of salary applicable on the anniversary date that the leave was accrued.
- e) Unused portions of annual leave shall accumulate from year to year.

17.2 Annual Leave Loading:

17.5% annual leave loading shall be paid in respect to each period of approved annual leave taken by an employee.

17.3 Personal Leave Entitlement:

- a) For each year of service with the Shire an employee is entitled to 10 days of paid personal leave.
- b) An employee's entitlement to paid personal leave accrues progressively during a year of service according to your ordinary hours of work and accumulates from year to year based on their commencement date.
- c) On completion of three years service an employee shall become entitled to 12 days of leave per annum under this clause.
- d) An employee must give the Shire notice of the taking of personal leave as soon as possible and must advise the Shire of the period, or expected period, of the leave.
- e) An employee who suffers personal ill health or injury whilst on paid annual leave may apply for and the employer shall grant paid sick leave in place of paid annual leave, subject to the following provisions:
 - i) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to their place of residence or a hospital as a result of the personal ill health or injury for a period of seven consecutive days or more and they produce a certificate from a registered medical practitioner that they were so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with 17.3(d) if they are unable to attend for work on the working day next following his/her annual leave.

- ii) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave that the worker was entitled to at the time annual leave commenced and shall not be made for fractions of a day.
- iii) Where paid sick leave has been granted by the employer in accordance with (e), (i), and (ii), that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, if termination occurs before then, be paid for all annual leave entitlements due.
- iv) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken, provided that the annual leave loading prescribed in clause 17.2 shall be deemed to have been paid with respect to the replaced annual leave.

17.4 Evidence required:

- a) A manager may request that you provide medical evidence or a statutory declaration for any period of personal leave.
- b) Medical evidence, or a statutory declaration, is required where the number of days of personal leave taken in a twelve month period exceeds five days.
- c) No more than three consecutive days of personal leave may be taken without medical evidence or statutory declaration.
- d) The CEO is the only Shire employee authorized to sign statutory declarations in relation to personal leave for an employee.
- e) Nothing prevents management to performance manage personal leave.

17.5 Unpaid leave when paid personal leave is exhausted:

If you exhaust your paid personal leave, you may request to take an additional one month's unpaid leave. This dispensation will be granted at our discretion having regard to your individual circumstances.

17.6 Fixed number of days for paid compassionate leave:

When you are absent by reason of the death of:

- a) Your spouse, child, parent, grandparent, grandchild or sibling; or
- b) A child, parent, grandparent, grandchild or sibling of your spouse; or
- c) A member of your household;

You will be entitled to a maximum of 2 days' compassionate leave on full pay for each such occurrence. Nothing prevents an employee from accessing personal leave, annual leave or any other time off acquired through this agreement.

17.7 Payment for compassionate leave:

When you qualify for paid compassionate leave in accordance with this clause you will be paid at the rate of pay applicable to you immediately before the period of compassionate leave begins.

17.8 Evidence required for compassionate leave:

We may require you to produce documentary evidence of the need for compassionate leave.

18 Cashing Out Annual Leave

- 18.1 In special circumstances agreed between the parties, you may elect to cash out (be paid in lieu of) up to two weeks of your annual leave during each 12 month period. Annual leave cannot be cashed out in advance of it being credited to you.
- 18.2 Should you wish to cash out annual leave you must complete the election form in Clause 28 – Election to Cash Out Annual Leave Form. Cashed out annual leave will be paid at the rate of pay that you receive at the time when the election is made.

19 Parental Leave

19.1 General Provision for Unpaid Parental Leave:

Parental leave will be available to employees in accordance with the *National Employment Standards – Division 5*.

19.2 Paid Parental Leave - Primary Care Giver:

- a) Paid parental leave will be available to employees in accordance with the provisions of the Paid Parental Leave Act 2010 (Cth) [PPL Act] and any amendments thereafter.
- b) To be eligible for paid parental leave employees must comply with application requirements of the Family Assistance Office. The Shire is not obliged to make any payments to employees under this clause until funds are transferred into the Shire's nominated bank account by the relevant Government department.
- c) In addition to the provisions of clause 19.2 a), an employee who is the primary care-giver and who meets the requirements of the PPL Act shall be entitled to parental leave make-up pay for the period that they are receiving PPL installments up to a maximum of 18 weeks. 'Make up pay' is defined as the difference between the payment prescribed under the PPL Act and the rate of pay they are entitled to receive under this Agreement. This clause only applies to employees who commence their parental leave during the life of this Agreement.
- d) Part time employees are entitled to payment on a pro rata basis.
- e) This clause does not apply to employees who have not complied with application requirements of the Family Assistance Office or have chosen to receive the Baby Bonus and other family assistance.
- f) Paid parental leave may be on a fortnightly basis either at the base rate of pay over 18 weeks or at half pay over 36 weeks.

19.3 Paid Parental Leave - Non Primary Care Giver

Non-primary care givers are entitled to 3 weeks concurrent leave in accordance with Section 72 (5) of the National Employment Standard (NES). For those employees entitled to the provisions of this section of the Act, they shall receive 1 week of the 3 concurrent weeks paid at the base rate of pay they are entitled to under this Agreement.

19.4 General Provisions

- a) Annual leave, personal leave and long service leave will not accrue during this period of paid parental leave.
- b) An employee shall not be entitled to a further period of parental leave make up pay as outlined in 19.2 c) above unless the employee has returned to work for the Shire for at least 3 months since their previous period of parental leave.
- c) With the exception of clauses 19.1 and 19.2 a) the provisions in these clauses do not apply to casual employees or those on fixed term contracts.

20 Redundancy & Severance (Pay Scale)

It has always been a priority for Council to develop and maintain a multi-skilled workforce. In the event that Council is unable to provide a particular operational service that is effective and cost efficient in terms of participating in a competitive tendering market, the following redeployment procedures will occur.

Council will use its best endeavors to encourage tendering organisations to employ a percentage of the experienced Shire of Serpentine-Jarrahdale employees who have expertise in the particular area and who seek continued employment within their area of expertise.

Where this is not a workable option and opportunities exist in other areas of the Shire's employment pool, the displaced members of the operational services business unit will be redeployed to another part of the Council's operation provided that the skills required are after training within the ability and qualifications of the employees.

20.1 The key of Council's redeployment program shall be:

- a) Career counseling
- b) Career development workshop
- c) Career development plan
- d) Full assessment against new opportunities
- e) Skill evaluation and selection of specific training requirements
- f) This program may be run in-house or may be run by an external agency

20.2 Should there be no practicable ability to redeploy the particular members of the unit team concerned; Council shall in the first instance call for volunteers from within the team concerned to participate in a voluntary redundancy program. In order to assist unit members in the decision-making process, the Shire of Serpentine-Jarrahdale will provide the following services:

- a) A financial awareness seminar
- b) A small business seminar
- c) A counseling session with an employee counseling service or similar organisation
- d) A career management workshop

20.3 The voluntary redundancy package shall be as follows:

- a) Four weeks payment in lieu of notice;
- b) Two weeks payment for each year of service or part year of service up to 26 weeks, providing a maximum package of 30 weeks payment;
- c) Payment for sick leave accruals shall be paid in accordance with Clause 16 of this Agreement or 50% of sick leave accruals at day of departure, whichever is the greater;
- d) Pro-rata long service leave.

Should the voluntary program fall short of the required numbers the Shire of Serpentine-Jarrahdale will enter into a forced redundancy program.

20.4 The forced redundancy package shall be as follows

- a) Four weeks payment in lieu of notice;
- b) Three weeks payment for each year of service or part year of service up to 26 weeks, providing a maximum package of 30 weeks payment;
- c) Payment for sick leave accruals shall be paid in accordance with Clause 16 of this Agreement or 75% of sick leave accruals at day of departure, whichever is the greater;
- d) Pro-rata long service leave.

20.5 In the event that Council services become uncompetitive and that particular service is contracted out, a member of the service team may elected to take up voluntary redundancy as the first option.

20.6 Where an employee has been employed with the local government for a minimum of 5 years, pro-rata long service leave shall be provided if the employee is not otherwise entitled to pro-rata long service leave under the local government long service leave regulations (e.g. 65 days).

20.7 Where the circumstances of a retrenched employee are such that it will be extremely difficult for that employee to find another job, the local government may exercise its discretion to provide additional benefits to such employees. In this event, details of the total redundancy package for such an employee shall be published in accordance with Section 5.50(2) of the Local Government Act.

20.8 The severance payment is not to exceed the amount that the employee would have earned if employment had proceeded to the employee's normal retirement date.

21 Long Service Leave & Cashing Out Long Service Leave

- 21.1 You are entitled to long service leave in accordance with the provisions of the Local Government Long Service Leave Regulations.
- 21.2 In special circumstances agreed between the parties, you may elect to cash out (be paid in lieu of) any portion of your entitlement to long service leave.
- 21.3 Should you wish to cash out long service leave you must complete the election form in Clause 29 - Election to Cash Out Long Service Leave Form. Cashed out long service leave will be paid at the rate of pay that you received at the time when the leave was due.

22 Superannuation

- 22.1 Superannuation contributions will be paid to a complying fund as required under the Superannuation Guarantee (Administration) Act 1992 as varied from time to time;
- 22.2 Superannuation contributions will be paid on any additional hours worked as part of the block arrangement under Clause 11.3 of this Agreement.

23 Dispute Settlement Procedure

- 23.1 If a dispute relates to:
 - (a) A matter arising under the agreement; or
 - (b) The National Employment Standards;this term sets out procedures to settle the dispute.
- 23.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 23.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 23.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.
- 23.5 Fair Work Australia may deal with the dispute in 2 stages:
 - (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - i) arbitrate the dispute; and

- ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

23.6 While the parties are trying to resolve the dispute using the procedures in this term:

- a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i) the work is not safe; or
 - ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii) the work is not appropriate for the employee to perform; or
 - iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

23.7 The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

24 Consultation

24.1 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on employees of the enterprise.

24.2 The employer must notify the relevant employees of the decision to introduce the major change.

24.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

23.4 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

24.5 As soon as practicable after making its decision, the employer must:

- a) discuss with the relevant employees:
 - i) the introduction of the change; and
 - ii) the effect the change is likely to have on the employees; and
 - iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - i) all relevant information about the change including the nature of the change proposed; and
 - ii) information about the expected effects of the change on the employees; and
 - iii) any other matters likely to affect the employees.
- 24.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 24.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 24.8 If a term in the enterprise 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 subclauses (2), (3) and (5) are taken not to apply.
- 24.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 24.10 In this term, **relevant employees** mean the employees who may be affected by the major change.

25 Private Works

For the purpose of this clause, private works shall be defined as the carrying out of tasks for a body other than Council, won in open marketplace tendering and not part of Council's core functions or programmed works and not including utility services, crossovers and reinstatements unless for another local government authority. Hourly rates negotiated to take into account the competitiveness of the market place for the supply of the services.

25.1 Private Works Rate

Prior to entering into a private works contract an hourly rate will be negotiated for all hours worked on the contract

25.2. Gain Sharing

Gain sharing shall be distributed as follows:

Definition of net profit: The profit that remains after Council's policy for the provision of goods and services has been fully applied. In other words the surplus, clear of all legitimate deductions, either direct or indirect.

- a) One third to Council;
- b) One third to the operational services unit. The operational services unit to decide on distribution contract by contract;
- c) One third to the department contingency fund, specifically for plant replacement or to cover any future shortfall;

26 Council Policies that Relate to Staff

Council Policies are kept in Trim reference E02/5900. Policies that relate to staff are defined in the 'Our Council At Work – Staff Policies' section. A link to the policy manual can also be found on the intranet under 'Our Policies' – 'Policy Manual', or copies may be requested from your Leading Hand or Human Resources.

27 Variations to Agreement

The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this agreement where a specific need is mutually agreed. Any variation to this agreement will be in accordance with the provisions of the Fair Work Act 2009.

28 Election To Cash Out Annual Leave Form

I, , elect to cash out (be paid for) day/s of my current annual leave entitlement.

In making this election, I acknowledge that:

- My workplace agreement contains a provision allowing me to cash out a portion of my annual leave.
- I can only cash out up to two weeks annual leave within a 12 month period (or the equivalent proportionate entitlement for part-time employees).
- In electing to cash out a portion of my annual leave, I give up my entitlement to take that amount of annual leave.
- The rate of pay at which my cashed out annual leave will be paid to me will be at least the rate of pay I receive at the time of making this election.
- My employer will deduct the amount of annual leave I have cashed out from my accumulated annual leave balance.
- My employer has not required me to cash out an amount of annual leave.
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash out a portion of my annual leave entitlement.

Employee Signature: **Date:**

Employer Signature: **Date:**

29 Election To Cash Out Long Service Leave Form

I, , elect to cash out (be paid in lieu of) day(s) of my current long service leave entitlement. In making this election, I acknowledge that;

- My workplace agreement contains a provision allowing me to cash out a portion of my long service leave.
- A minimum balance of 15 days long service leave must remain available to me after making this election (or the equivalent proportionate entitlement for part-time employees).
- In electing to cash out a portion of my long service leave, I give up my entitlement to take that amount of leave.
- The rate of pay at which my cashed out long service leave will be paid to me will be at least the rate of pay I received at the time the leave was due.
- My employer will deduct the amount of long service leave I have cashed out from my accumulated long service leave balance.
- My employer has not required me to cash-out an amount of long service leave.
- My employer has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my long service leave entitlement.

Employee Signature: **Date:**

Employer Signature: **Date:**

30 Signatories to Agreement

Signed for and on behalf of the Western Australian Shire Councils Municipal Road Boards Health Boards Parks Cemeteries and Race Courses Public Authorities Water Boards Union.

Andrew Gerard Johnson
SECRETARY

Signed for and on behalf of the Shire of Serpentine Jarrahdale:

Joanne Abbiss
CHIEF EXECUTIVE OFFICER

Attachment 1: Wage Structure

Table 1: Wage Rates

Level	Step	Hourly Rate	Weekly Rate	Annual Salary
1	1	\$ 23.94	\$ 1,819.23	\$ 47,300.00
	2	\$ 24.24	\$ 1,842.31	\$ 47,900.00
	3	\$ 24.54	\$ 1,865.38	\$ 48,500.00
	4	\$ 24.85	\$ 1,888.46	\$ 49,100.00
2	1	\$ 25.24	\$ 1,918.27	\$ 49,875.00
	2	\$ 25.63	\$ 1,948.08	\$ 50,650.00
	3	\$ 26.02	\$ 1,977.88	\$ 51,425.00
	4	\$ 26.42	\$ 2,007.69	\$ 52,200.00
3	1	\$ 26.81	\$ 2,037.50	\$ 52,975.00
	2	\$ 27.20	\$ 2,067.31	\$ 53,750.00
	3	\$ 27.59	\$ 2,097.12	\$ 54,525.00
	4	\$ 27.99	\$ 2,126.92	\$ 55,300.00
4	1	\$ 28.37	\$ 2,155.77	\$ 56,050.00
	2	\$ 28.74	\$ 2,184.62	\$ 56,800.00
	3	\$ 29.12	\$ 2,213.46	\$ 57,550.00
	4	\$ 29.50	\$ 2,242.31	\$ 58,300.00

Table 2: Signing Bonus (If commencing 12/4/2012)

Level	Step	Signing Bonus
1	1	\$ 1,354.00
	2	\$ 1,371.00
	3	\$ 1,388.00
	4	\$ 1,405.00
2	1	\$ 1,426.00
	2	\$ 1,448.00
	3	\$ 1,468.00
	4	\$ 1,488.00
3	1	\$ 1,509.00
	2	\$ 1,529.00
	3	\$ 1,549.00
	4	\$ 1,568.00
4	1	\$ 1,592.00
	2	\$ 1,613.00
	3	\$ 1,633.00
	4	\$ 1,654.00

Table 3: Junior Employees

The wage per week is expressed as a percentage of the total minimum rate of pay for level 1.

Age	%
Under 17 years of age	55
At 17 years of age	65
At 18 years of age	75
At 19 years of age	85
At 20 years of age	95
At 21 years of age	Adult Rate

Table 4: Apprentices and Trainees Wage Percentage

4 Year Term	%
First Year	45
Second Year	60
Third Year	75
Fourth Year	90
3 Year Term	%
First Year	45
Second Year	70
Third Year	90

Attachment 2: Classification Structure

Level:	Steps:	Description:
Level 4: Leading Hand	4.4 4.3 4.2 4.1	<p>Employees at this level will be designated leading hands and will lead employees in the performance of their duties or operate at a level of responsibility and complexity within their roles. They are responsible for quality control/assurance and the productivity and efficiency of the team/s supervised. They undertake training in supervision and Shire policies and procedures and provide on-the-job training and guidance.</p> <p>In addition to the team leader and advanced operator skills, they will have the following:</p> <ul style="list-style-type: none"> • Good written communication skills to prepare basic written reports and correspondence. • Sound oral communication and interpersonal skills to negotiate with suppliers or members of the public. • An appropriate level of computer literacy. • Good numeracy skills to cost jobs and track expenditure. • Sound supervisory, training, human resources management and employee relations skills. • Relevant certificates or training (eg an HR license, horticultural qualification). • Managing employee performance • Conduct Performance Reviews
Level 3: Team Leader	3.4 3.3 3.2 3.1	<p>Employees at this level will, in addition to possessing the qualifications and skills at Level 2 (including a HR license for construction and maintenance or MR for parks & gardens positions), demonstrate the following:</p> <ul style="list-style-type: none"> • Take responsibility for on the job decisions and reporting to all activity, incidents and issues to Leading Hands. • Utilise teams to maximise abilities, efficiencies and effectiveness. • Complete given tasks within the appropriate time frames. • Assist and/or Deputise Leading Hand when required. • Working well without direct supervision. • High precision trade skills using various materials and/or specialised techniques. • A wide range of advanced or specialist skills in nursery and horticulture operations across the breadth of horticultural operations which may include reticulation systems, pumps or bores. • Advanced technical skills in materials performance and compaction and plan reading including horizontal and vertical dimensions and establishing sections for materials estimating. • Plant certificates required at an advanced level. • Sound knowledge and application of the Shire's safety policy and procedures as they relate to the jobs being performed and their effect on the public. • Responsible supervision and on-the-job training and guidance of other employees. • Detailed knowledge of the organisation, operational and general procedures. • Developed oral and written literacy and numeracy skills and sound interpersonal skills which are applied to building and maintaining positive work relationships with other staff and members of the public. • Detailed knowledge and understanding of quality control techniques and their application.

Level 3: Advanced operator	3.4 3.3 3.2 3.1	<p>Employees at this level will, in addition to possessing the qualifications and skills at Level 2 (including a HR license for construction and maintenance or MR for parks & gardens positions), demonstrate the following:</p> <ul style="list-style-type: none"> • Working well without direct supervision. • High precision trade skills using various materials and/or specialised techniques. • A wide range of advanced or specialist skills in nursery and horticulture operations across the breadth of horticultural operations which may include reticulation systems, pumps or bores. • Advanced technical skills in materials performance and compaction and plan reading including horizontal and vertical dimensions and establishing sections for materials estimating. • Plant certificates required at an advanced level. • Sound knowledge and application of the Shire's safety policy and procedures as they relate to the jobs being performed and their effect on the public. • Responsible supervision and on-the-job training and guidance of other employees. • Detailed knowledge of the organisation, operational and general procedures. • Developed oral and written literacy and numeracy skills and sound interpersonal skills which are applied to building and maintaining positive work relationships with other staff and members of the public. • Detailed knowledge and understanding of quality control techniques and their application.
Level 2: Operator	2.4 2.3 2.2 2.1	<p>An employee at this level may have completed a trade certificate or equivalent or possess appropriate and relevant equivalent experience; they will have satisfactorily attained the required skill set to operate competently as a general hand for standard municipal works. They will also, in addition to possessing the skills and qualifications at Level 1, demonstrate:</p> <ul style="list-style-type: none"> • Safe operation and user maintenance of a range of different vehicles and/or plant with appropriate certificates/licenses. • Sound horticultural and nursery operation, including turf preparation and management and reticulation skills, with extensive experience in a wide range of areas. • Reliable and competent technical skills in materials performance and compaction and plan reading including horizontal and vertical dimensions and establishing sections for materials estimating. • Sound interpersonal and verbal communication skills and employee relations skills. • A HR license or a MR license for parks and gardens positions. • Sound knowledge, understanding and application of quality control techniques. • Operator skill level high with significant experience.

Level 1: General Hand	1.4 1.3 1.2 1.1	An employee at this level is willing and able to undertake training in a range of skills required of a General Hand, which may include information on the industry, organisations, conditions of employment, skill formation and career path opportunities, planning and layout of work, work procedures and policies and legislative requirements, occupational health and safety, equal opportunity and performance appraisal, quality control and assurance. The employee will possess an 'MR' class license. They possess skills in using a basic range of hand tools and equipment and a range of minor plant; they can competently complete simple, non-complex tasks under general direction; they display competency in basic oral and written literacy and numeracy. The employee is responsible for the quality and completion of their own work subject to direct supervision and is responsible for the care and maintenance of the equipment in their use. They undertake routine or repetitive work requiring limited judgement; work is clearly defined and applies relevant policies, legislation and safety procedures. They may have limited prior work experience for appointment at this level.
Apprentice, Trainee / Junior Employee	As per Attachment 1, Table 3	An employee at this level may have no previous work experience. A 'C' class license is required or at a minimum an ability and willingness to attain one. They will have basic competency in the use of a limited range of hand tools and possess basic oral and written communication and numeracy skills and adequate interpersonal skills to enable them to work co-operatively with their immediate work team. They will complete simple, non-complex tasks under direct supervision and be responsible for the quality and completion of their own work subject to detailed direction. They will be responsible for the care of tools and equipment in their use. They are required to exercise basic judgement relating to repetitive or simple work tasks generally supervised by others and relating to personal safety and legislative and Shire requirements, policies and procedures.

Attachment 2A: Progression and Reclassification:

2A.1 Classification:

- a) Positions will be classified in accordance with the position classifications provided for in this attachment.
- b) Classification steps have been introduced in order to allow employees to develop their skills to progress to higher steps within each level.
- c) Management will be responsible for assessing the employee's level of skills and experience to determine which levels and steps apply.
- d) An employee may submit a written request to have the step increment of their position reviewed by the Shire. Step progressions will be at management's discretion, and will be performance and skill based reflecting the classifications in Attachment 2.
- e) Written requests to review a position to a new level shall be in accordance with the Re-translation of Position procedure as outlined in the Human Resource Manual available on the Intranet under Human Resources.

2A.2 Negotiated Rates:

- a) When appropriate, management will utilize the ability to offer new employees a negotiated band rate to address any trends in fluctuating labour market rates for example during, skill shortage salary pressure.

2A.3 Progression:

- a) Employees shall be eligible for incremental progression within each level subject to the following:
 - i. Acquiring and demonstrating new or enhanced skills as determined by the classifications and the Performance & Development System of the Shire.
 - ii. Satisfactorily meeting established performance objectives as determined by the Performance Development System of the Shire.