



Shire of Manjimup

Enterprise Agreement 2008 - 2011

(Effective 24 March 2009)

(Amended 30 April 2010)

Manjimup

Northcliffe

Pemberton

Walpole

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1. PRELIMINARIES

1.1 Title

This agreement shall be known as the Shire of Manjimup Enterprise Agreement 2008 - 2011 ("Enterprise Agreement").

1.2 Parties bound

This agreement shall apply to and be binding upon ("The Parties"):

The Shire of Manjimup ("the employer" or "the local government"),

All employees of the Shire of Manjimup other than designated "Senior Officers", and

The Australian Municipal, Administrative, Clerical and Services Union ("ASU") and the Western Australian Shire Councils. Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities, Water Boards Union.

1.3 Definitions

"CEO" has the same meaning as clause 1.4 of the Local Government Act 1995 or his delegate.

"Continuous local government service" shall be determined in accordance with clause 5 of the Local Government (Long Service Leave) Regulations.

"Fire Season" means the period commencing with the issue of the Shire of Manjimup Firebreak Notice prepared in accordance with Section 33 of the Bush Fires Act 1954 until the end of the restricted period as set out in that notice or such other period as determined by the CEO under delegated authority of the local government.

"Senior Officer" means an employee designated under Section 5.37. (1) of the Local Government Act 1995.

"Special Leave Days" means the day after New Years Day and Easter Tuesday which were two additional holidays applicable prior to 29 February 1996 and to be taken in accordance with this agreement.

"Union" means either the Australian Municipal, Administrative, Clerical and Services Union ("ASU") or the Western Australian Shire Councils. Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourse, Public Authorities, Water Boards Union as applicable.

"AIRC" means Australian Industrial Relations Commission.

1.4 Date of commencement and period of operation

This Enterprise Agreement shall operate from the 16 September 2008 and shall remain in place for a period of 39 ½ months expiring 31 December 2011.

Discussion between the parties will commence six months before the expiry date of the Agreement, to determine the course of action for a new agreement.

After completion of the term of this Agreement the parties may agree to either continue with the arrangements or either party may apply to the Commission for the Agreement to be terminated.

Should the parties agree to continue with the agreement, a percentage remuneration increase equivalent to the prevailing CPI (for Perth – All Categories) or the National Wage Case Decision increase, whichever is greater, will be paid at the expiry of this agreement until such time as a new agreement is ratified. This increase shall contribute towards and be absorbed into any subsequent agreement.

Should the Agreement be terminated and no further Agreement entered into, then Award terms and conditions applicable at that date shall apply.

1.5 Nexus with Awards

The Local Government has negotiated with its employees an Enterprise Agreement that, when taken as a whole, is in excess of Award conditions at the time of signing. Movements in the Award will not flow onto those covered by this agreement until such times as employees suffer an overall disadvantage. Therefore any movements in the Award conditions will not be viewed in isolation, but will be compared to the total package and if disadvantage occurs, the difference shall be payable. Should there be disagreement on this matter; the Dispute Resolution Clause will be activated.

1.6 Amendments to the agreement

As circumstances dictate, this Agreement does not preclude further discussions between the employer and its employees to negotiate amendments to this Agreement as appropriate.

Should there be a need to change a term of this Agreement; each change will be voted on by the workforce. Should a majority of workers not agree or should management not agree to the change, the Dispute Resolution Clause shall be activated.

Any agreed changes will be registered as an addendum to the current Enterprise Agreement.

2. OBJECTIVES

2.1 Objectives and principles

The parties to this Agreement are committed to work together to achieve the best possible outcome for the community, the Local Government, and the employees, given the financial constraints, the limited resources and the need to redesign work methods.

The overarching objective for each person in the organisation is to ***look to how we can improve a situation for a ratepayer.***

In consultation the parties are committed to the following principles in pursuing the above:

- Benchmarking work area performance against industry standards.
- Consultation prior to the implementation of change.
- Enhancement of this Local Government's image.
- Flexibility in working hours and work arrangements.
- Honesty, mutual respect and a professional attitude.
- Job security.
- Regional service provision.
- Safe and friendly work environment.
- Technology being embraced.
- Training to further skills and personal development.

All parties agree to work within the spirit of this agreement.

3. ADMINISTRATION

3.1 Steering committee

A committee to be known as the “Steering Committee” shall be established, consisting of the following:

- Four Employer representatives appointed by the CEO, and
- Thirteen Employee representatives allocated proportionally based on the level of full time equivalent positions for each directorate as follows,
 - Community services 3
 - Corporate services 1
 - Statutory services 3
 - Works and services 6

The employee representatives are to be duly elected by the workforce covered by this agreement by secret ballot and shall remain for the period of this agreement.

Where a vacancy occurs for an Employee representative, a previous unelected employee nominee for that division with the highest votes is to be appointed automatically. Should no such nominee exist, an election shall be conducted by secret ballot to fill the vacancy for the remainder of the agreement.

The Steering Committee shall meet annually prior to the next increase or otherwise as considered necessary to monitor the Enterprise Agreement and ensure that the progress towards the targets and objectives contained within the Enterprise Agreement is being made. The steering committee shall also fulfil any other functions as nominated in this Enterprise Agreement.

3.2. Anti discrimination

It is the parties intention to achieve the principal objective in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this EBA.

Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

Nothing in these provisions prohibits;

- a. Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- b. Any discriminatory conduct (or conduct having an discriminatory effect) if:
 - i. The employee is a member of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - ii. The conduct was in good faith to avoid injury to the religious susceptibilities of the religion or creed.

4. CLASSIFICATIONS & PERFORMANCE APPRAISALS

4.1 Matrix assessment

A matrix for positions within the Local Government has been developed to provide opportunities for career development and advancement.

An employees level classification is to be determined against the following assessment matrix:

Depot day labour workers – Refer Addendum “2”

Managers – Refer Addendum “3”

Group fitness instructors – Addendum “4”

Others – Jobscope

The Employer will undertake a progressive review of all position to be assessed using Jobscope over the life of this agreement. The Employer also agrees to provide specific training to relevant staff on how to use Jobscope.

4.2 Request for consideration

Requests for reclassification are to be made in writing to the CEO.

The Human Resources Co-ordinator is to make an assessment against the relevant position matrix and the employee’s position description with a recommendation to the CEO.

The Employee requesting the reclassification may undertake their own assessment and make a representation to the CEO. The Employee is entitled to use an advocate at their cost.

Where the assessments made by the Human Resources Co-ordinator and the Employee differ by more than 10%, the request for reclassification is to be considered by a third party being Workplace Solutions. The outcome of the third party will be the decider subject to no disadvantage to the current employee’s existing level.

Any reclassification to be back dated to the date the request for reclassification was lodged.

4.3 No disadvantage test

A no disadvantage test will apply for employees whose positions are assessed to be at a lower level than their current position. They will however be entitled to the annual agreed percentage increase outlined herein.

New employees, post adoption of the Agreement, will however be appointed to the correct position irrespective of relativities to those on the no disadvantage test.

4.4 Performance appraisals

It is a requirement of the Local Government Act that an annual performance appraisal be conducted for each employee.

The appraisal is to be conducted by the relevant Supervisor, Manager or Director and will entail a one on one discussion with the intention of setting targets, goals and training programmes for the individual employee.

Performance appraisals are to be conducted annually on the employee's anniversary date.

Any promotion to a higher level resulting from a performance appraisal is to be effective from the date the appraisal concluded and backpay applicable thereon.

4.5 Higher duties

Where an employee continuously undertakes higher duties for more than 5 days, the Employee will thereafter become entitled to receive payment at the higher level subject to a pro rata adjustment reflecting the extent of higher duties assumed. By mutual agreement, the 5 day prerequisite may be waived.

Where within the preceding 12 month period an employee has already undertaken 5 days higher duties for a particular role, there is no requirement to complete a further 5 day prerequisite in that year.

Higher duty entitlements include benefits associated with the position other than vehicle benefits unless the vehicle attached to the position is available.

Approval to undertake higher duties must be granted in advance with clear direction agreed on the extent of higher duties to be performed and relevant delegation of authority.

Any claim for higher duties not agreed in advance must be made within one pay period of undertaking those higher duties.

Annual leave entitlement whilst undertaking higher duties to be determined as follows:

- (a) < 6 months continuous service at the higher duties – at normal rate.
- (b) > 6 months continuous service at higher duties – to be paid at higher duties rate.
- (c) Involuntary leave; ie Christmas Shutdown or at the direction of the employer – to be paid at higher duties rate.

5. DISPUTE RESOLUTION

Any grievance, complaint, claim, dispute or any matter arising out of this agreement, which is likely to result in a dispute between Employer and the workforce shall be settled in accordance with the procedures set out herein:

Where the matter is raised by an employee or a group of employees, the following steps shall be observed:

- The employee(s) concerned shall discuss the matter with their immediate supervisor. If the matter cannot be resolved at this level, the supervisor shall refer the matter to the appropriate Manager or his/her delegate and if required by any of the parties, the relevant union representative be present. This should be completed within 2 working days.
- If unable to resolve the matter raised within two working days of it being referred, the matter is to be referred to the relevant Director for resolution, and the employee(s) shall be advised accordingly.
- The relevant Director, if unable to resolve the matter within two working days shall if it is a matter relating to the interpretation of this Enterprise Agreement refer it to the Steering Committee for resolution, and the employee(s) shall be advised. If the Steering Committee is unable to resolve the dispute in one working day, it is to be referred to the Chief Executive Officer.

While the above procedure is being effected, all employees will ensure that normal work continues and no action shall be taken by the employees or the employer.

Should all attempts to resolve the matter fail, either party may notify the Industrial Relations Commission of the dispute, and refer the matter for conciliation and arbitration.

If a dispute should result in a disruption of work, then the employer will organise its operations to ensure that the relevant work will be cleared as quickly as practicable allowing reasonable time to address the dispute.

6. HOURS OF WORK

6.1 Base and Standard hours of work

Other than the exceptions noted below, base and standard hours of work are as follows:

Depot and outer depot staff (other than managers)

Base working hours

The recognised base hours of work under this agreement for depot and outer depot based staff (other than managers) are 76 ordinary hours worked over a 9 day fortnight with total base hours of work being 79.

Standard hours

Base hours are required to be worked within the following range of standard hours for which no overtime applies:

Monday – Thursday: 6.30am to 4.30pm, and
Friday: 6.30am to 3.30pm

Work undertaken outside these standard hours (other than by Managers) is to be at overtime rates contained herein and applied to the employee's hours bank.

A schedule of hours in order to achieve base hours, RDO accrual and minimum contribution to hours bank is listed below:

	Base hours	Minimum compulsory hour bank contribution	Total base hours
Monday (7.00am to 4.30pm)	8.7	0.3	9.0
Tuesday (7.00am to 4.30pm)	8.7	0.3	9.0
Wednesday (7.00 am to 4.30pm)	8.7	0.3	9.0
Thursday (7.00am to 4.30pm)	8.7	0.3	9.0
Friday (7.00am to 3.30pm)	7.55	0.45	8.0
Monday (RDO)	RDO	RDO	RDO
Tuesday (7.00am to 4.30pm)	8.7	0.30	9.0
Wednesday (7.00am to 4.30pm)	8.7	0.30	9.0
Thursday (7.00am to 4.30pm)	8.7	0.30	9.0
Friday (7.00am to 3.30pm)	7.55	0.45	8.0
Total fortnight	76.0	3.0	79.0

The Monday rostered day off is to alternate between Works and Services and Parks Operations. The rostered day off for Technical Services staff is to also be on Mondays split within the department on a roster basis.

The normal scheduled start time for the depot is 7.00am. Mutual consent to commence work earlier at 6.30 is desirable, but if necessary the CEO may instruct an Employee to commence earlier, providing 72 hours (3 working days) notice has been given.

All other staff (including managers)

Base working hours

The recognised base hours of work under this agreement for all other staff (including managers) are 152 hours worked over 19 days within a four week period as determined below:

Base hours per fortnight	76
Minimum compulsory to hour bank per fortnight	4
Total base hours <u>per fortnight</u>	<u>80</u>

Standard hours

Base hours are to be worked within the following range of standard hours for which no overtime applies with one rostered day off in each 4 week period:

Monday – Friday: 8 hours to be worked between 7.00am and 6.00pm

Work undertaken outside standard hours (other than by Managers) is to be at overtime rates contained herein and applied to the employees hours bank.

6.2 Exceptions to standard hours

AquaCentre

Whilst standard hours remain at 7.00am to 6.00pm with overtime rates applying to hours worked outside these standard hours, AquaCentre employees may be required to commence earlier or finish later however they shall not exceed a maximum of ten hours on any day between 5.00am and 11.00pm Monday to Sunday on the following basis:

- a. 80 hours over fourteen consecutive days; and
- b. A maximum limited to six consecutive days to be worked.

AquaCentre employees who are required to be on site as a qualified Pool Operator shall be entitled to partake a meal whilst on duty without loss of pay.

Cleaners

Standard hours do not apply for cleaners. Any time worked by a cleaner beyond their minimum hours to be at overtime rates and applied to the employee's hours bank.

HACC

HACC employees shall work varying hours according to clients needs between 7.00am and 6.00pm Monday to Sunday, with a maximum spread of ten hours on any one day. Overtime applies where the HACC employee is required to work outside the standard spread of hours of 7.00am to 6.00pm.

Where HACC services would normally be provided to clients on a day that is a public holiday, that service may be rescheduled to an alternative normal day and no additional payment or penalty shall apply.

Information Technology

Notwithstanding 6.1 above, the Information Technology department providing computer services shall provide cover between 7.00am and 5.00pm Monday to Friday excluding Public Holidays on a roster basis.

Libraries

Library staff may be required to work Saturdays 8.30am to 1.00pm which will be outside standard hours. The Employer may also elect to open libraries for a maximum of two evenings per week after 5.00pm.

Changes to the spread of library hours may be adopted by mutual agreement with all affected Employees and the CEO.

Managers

As managers are salaried positions, managers may be required to work beyond the standard spread of hours Monday to Friday. Overtime and hours bank do not apply other than when managers are required to work weekends whereby standard overtime rates will apply.

Part time employees

Employees engaged on a part time basis shall agree with the CEO the specific hours to be worked within the standard hours outlined in 6.1.

Rangers

Rangers are employed on the basis of a 38 hour week within a spread of hours of between 7.00am and 6.00pm Monday to Sunday. Notwithstanding this, Rangers shall work on average 37 hours per week in lieu of attending to dogs at the Pound every day inclusive of weekends and public holidays. No additional penalties are paid for time attending to dogs in the Pound. Start times may be varied if it is known that a late finish may be involved. Details in respect of Ranger's roster arrangements and call outs are contained in Addendum 6.

Windy Harbour Caretaker

The Windy Harbour Caretaker will roster 1 weekend off in 4, thus ensuring the Caretaker has a break from the ongoing customer service load experienced at Windy Harbour. It is agreed that there will be some flexibility in the rostering of this weekend to ensure adequate coverage of peak visitor times at Windy Harbour however the Employer can direct the caretaker to not work certain weekends. It is also preferable that the monthly rostered day off be taken in conjunction with the one weekend off in four.

6.3 Minimum hours

HACC employees

The Employer and Employees commit to a minimum of 5 hours per pay period for HACC part time staff. If a HACC part time staff member elects to work less than 5 hours per pay period, then the staff member is to resign the part time position and will be engaged on a casual basis.

Minimum period of notice for cancellation of service is 4 hours (which is to be provided during core hours).

Management have the right to determine flexible client programming to best suit availability of staff unless it is deemed an essential service to be provided on that day.

6.4 Breaks

Depot and outer depot based staff (other than managers)

Breaks will normally be taken between 9.30am and 9.45am for morning tea and between 12.00noon and 12.30pm for lunch. These times may be varied subject to operational requirements.

In the event that an employee works more than 10 hours over the course of a day (excluding break time), they are entitled to an additional tea break of 15 minutes.

All other staff (including managers)

Noting the principle of flexibility, core hours represent the latest a full time employee can commence and the earliest a full time employee can finish in a day. Core hours shall be 9.00 am to 4.00pm with a standard lunch break of 1 hour.

Employees may elect to take a minimum 30 minute lunch break between 12 noon and 2.00pm rather than 1 hour, however such election does not change the core hours.

6.5 Hours open for business

AquaCentre

Monday	6.00am to 8.00pm
Tuesday	8.00am to 8.00pm
Wednesday	6.00am to 8.00pm
Thursday	8.00am to 8.00pm
Friday	6.00am to 8.00pm
Saturday	9.00am to 5.00pm
Sunday	10.00am to 5.00pm
Public holidays	10.00am to 5.00pm

The employer may elect to reduce opening hours or close the centre in response to operational demand or for private functions.

Administration Centre

The Administration Centre shall be open between 8.30am and 5.00pm Monday to Friday excluding Public Holidays and Christmas shut down periods with departments covered at all times on a roster basis.

In the event a decision is made to open the Administration Centre on Saturday mornings for specific periods (eg rates), Employees may be rostered to work for that period. Mutual consent on this matter is desirable, but if necessary the

CEO may instruct an Employee to work on a Saturday morning, providing 72 hours (3 working days) notice has been given with standard overtime provisions applying.

The Employer has a duty of care to provide a safe work environment and should the CEO exercise the option to open the Administration Centre on a Saturday, adequate personnel resources are to be provide commensurate with the services available and the safety of staff providing those services .

Libraries

Libraries will be open as follows:

Manjimup	Monday to Friday	10.30am to 5.00pm
	Saturday	9.30am to 12.00am
Pemberton	Monday	1.00pm to 5.00pm
	Wednesday	9.00am to 1.30pm
	Friday	10.00am to 12.30pm, 1.00pm to 5.00pm
	Saturday	9.00am to 12.00am
Northcliffe	Thursday	2.30pm to 4.00pm
	Friday	9.00am to 4.00pm
	Saturday	9.00am to 12.00am
Walpole	Wednesday	10.00am to 1.00pm, 2.00pm to 5.00pm
	Friday	10.00am to 1.00pm
	Saturday	9.00am to 12.00am
Quinninup	Tuesday	1.00pm to 3.00pm
	Saturday	9.00am to 12.00am

The employer may elect to increase or reduce opening hours or close any library in response to operational demand.

Manjimup depot

The Manjimup depot shall be open to the public between 7.00 am and 4.00pm Monday to Friday excluding Public Holidays and Christmas shut down periods with departments covered at all times on a roster basis.

6.6 Casual employees

Casual Employees shall work the hours specified and required by the CEO.

6.7 Employees engaged under specific grant funding

Where the Shire administers grant funding, which includes employment of persons to be funded under that grant, the hours to be worked and conditions of employment shall be in accordance with the relevant Grant Conditions and the terms of this agreement shall therefore not apply to the extent that the conditions of the grant prevail.

7. HOURS BANK

7.1 Overtime to hours bank

All hours worked outside base hours are to be applied to the employee's hours bank at the applicable standard or overtime rate. This provision does not apply to Managers other than when a Manager works on a weekend or public holiday.

Fortnightly wages paid to employees is to be determined on base hours only unless an election has been made to cash out an hours bank balance above the minimum accrual amount.

7.2 Draw down and minimum accrual

An employee is to accrue a minimum of 79 hours each year before excess can be drawn down.

At anytime, where an employee has an hours bank balance exceeding 79 hours, the employee can choose to have the balance in excess of the 79 hours paid as either cash or as a salary sacrifice to the employee's nominated superannuation fund. 79 hours must be accrued before payment.

Requests to take accumulated hour bank as leave will be considered if consistent with works program and management approval.

Employees are not permitted to have a negative hours bank balance.

7.3 Restricted period for draw down

There is a presumption against the drawing down of hour bank during a restricted period unless there is a compelling reason to do so and mutual agreement by the respective manager. The restricted period is determined by each department reflective of seasonal pressures as outlined below:

Works Directorate

Parks & Gardens: October to March

Technical Services: October to March

Works: October to March

Statutory Directorate

Admin and Finance Services: May to September

Environmental Services: January to March

Planning Services: No restriction

Corporate Directorate

Corporate: No restriction

IT: No restriction

Community Directorate

Community Services – Timber Park: November to March

Community Services – Windy Harbour: December to January and
March to April
Community Services – All others: October to March
HACC: No restriction
Library: No restriction
Recreation: No restriction

7.4 Hours bank year

The hours bank year commences on the first pay period in October each year.

Hours bank balance untaken at the renewal date determined by each department reflective of seasonal pressures (as outlined below) is to be paid out as cash or as a salary sacrifice to the employee's nominated superannuation fund at the rate accrued to the hour bank at the first pay period following the anniversary.

As at renewal date, no further hour bank can be taken as leave and all hours must be paid out.

An employee may request payout of hour bank hours be spread across two (2) consecutive pay periods.

Works Directorate renewal date

Parks & Gardens: 15/9/2009, 14/9/2010, 13/9/2011
Technical Services: 15/9/2009, 14/9/2010, 13/9/2011
Works: 15/9/2009, 14/9/2010, 13/9/2011

Statutory Directorate renewal date

Admin and Finance Services: 15/9/2009, 14/9/2010, 13/9/2011
Environmental Services: 15/9/2009, 14/9/2010, 13/09/2011
Planning Services: 30 June each year

Corporate Directorate renewal date

Corporate: 30 June each year
IT: 30 June each year

Community Directorate renewal date

Community Services: 30 June each year
HACC: 30 June each year
Library: 30 June each year
Recreation: 30 June each year

7.5 Resignation, termination or dismissal

In the event that an employee resigns or is terminated or dismissed for any reason, the balance of hours bank is to be paid out.

7.6 Hours bank record

Employees will be provided with a regular update of their hours bank with a comparison against the standard fortnightly hours and the year to date totals of additional hours worked less hours taken or cashed out.

7.7 Inclement weather

Where inclement weather conditions are forecast or prevail and little or no productive outcome can be achieved, management reserves the right to request that employees not attend work or cease work for the day. The hours lost in such circumstances are to be covered by accrued hours in the employee's hour bank up to a maximum of 38 hours in any hour bank (EA) year. Employees who attend work and are then not required under these circumstances will be credited with a minimum of two hours for the day.

The Local Government will meet the cost of any hours over and above the 38 hours referred above without adjustment against any employee hour bank or leave entitlement.

Any employee can volunteer to not attend work, or to cease work for the day, where they feel little or no productive outcome can be achieved or where they feel working an alternative day will result in improved efficiency or effectiveness. Where an employee volunteers to not attend work or to cease to work for the day, and not attending work, or ceasing work, is approved by the employer, there will be no limit on the number of hours used against the hour bank, except that the hour bank balance cannot be allowed to have a negative balance. It is intended that this agreement will encourage flexibility of working practice and working times, and priority will be given to staff who volunteer to supplement another day for a day affected by weather, even where the alternative day results in an overtime rate.

Where possible, management will involve staff in training programmes, safety and health sessions or other activities on these days.

8. LEAVE

8.1 Annual leave

Employees other than casual employees shall be entitled to payment of four (4) weeks annual leave (pro rata) on completion of each 12 months service, based on the employment commencement date.

Annual leave shall be taken within 6 months of it being due.

Accrual of annual leave greater than the 4 weeks requires the prior approval of the Chief Executive Officer. Where an Employee has annual leave accrued greater than four (4) weeks at 1 December each year that Employee may request in writing, payment in lieu of annual leave, of a maximum of one week to be paid in the last pay preceding Christmas.

In preparation for the commencement of the phased-in Retirement Clause, an employee may accrue up to 8 weeks annual leave.

HACC employees

Payment for annual leave for HACC employees when taken shall be based as the average weekly hours worked over the 52 weeks immediately prior to the date annual leave was due.

Managers

Previous five weeks annual leave entitlement for managers will revert back to the standard four weeks at the commencement of this agreement in lieu of managers commencing entitlement to Rostered Days Off.

8.2 Bereavement leave

An Employee other than a casual employee shall, on the death of a wife, husband, father, mother, brother, sister, child, step-child, father-in-law, mother-in-law, grandmother, grandfather, brother-in-law or sister-in-law, be granted up to three days such leave, inclusive of the day of the funeral.

With the approval of the CEO an Employee may be granted a days leave to attend the funeral of any other close family member or close friend.

Payment in respect to bereavement leave is to be made only where the Employee otherwise would have been on duty or is not on duty merely through approved hour bank draw down and shall not be granted in any case where the Employee concerned would have been off duty in accordance with any shift roster or on long service leave, annual leave, sick leave, workers compensation, leave without pay or on a public holiday.

For the purpose of this clause, the term "wife" and "husband" shall include a person who lives with an Employee in a defacto relationship regardless of gender.

The CEO may at his / her discretion, extend or approve additional bereavement leave in exceptional circumstances.

8.3 Christmas shut down

By mutual agreement, the CEO may determine to close various departments over the Christmas period. Where this occurs, employees agree to use the two "special leave" days together with any combination of unused RDO's or hours bank or annual leave to cover this period. Where insufficient leave is available, leave without pay will apply.

8.4 Cultural Leave

Up to 38 hours per annum may be used for days of cultural significance, subject to mutual agreement. This leave may be paid leave taken from accumulated entitlements (eg hour bank or annual leave).

8.5 Emergency response leave

Short term paid leave will be granted for an employee to attend an emergency response callout (not training or other functions) on the following conditions:

- adequate coverage remains for Shire services, and
- the employee is a registered volunteer for the agency involved, and
- the emergency incident number is provided on time sheets.

8.6 Leave without pay

The CEO is authorised to approve requests for leave without pay on the following basis:

- Holidays, recreational or travel purposes to a maximum of 6 months
- Health purposes to be considered based on the individual circumstances.
- Study (in accordance with Clause 8.13)

8.7 Long service leave

Nine (9) weeks long service leave may be taken after 7 years of continuous local government service.

A further 1.3 weeks long service leave will accrue at the completion of each additional year of continuous service. Leave accrued under this sub-clause may be taken annually.

As this is an option for employees a maximum of 14 weeks may be accrued at the employee's rate of salary applying when that 14 week accrual is achieved at which time the rate of pay shall be frozen until all 14 weeks are taken. Subsequent accruals of 1.3 weeks each year shall be at the rate of pay immediately applying at the time such leave is taken.

LSL entitlements for part time staff are calculated back from the date that the leave commencement or deemed commencement of leave.

HACC employees

Notwithstanding the powers of a Board of Reference established under the Local Government (Long Services Leave) Regulations to determine disputes in respect of long service leave entitlements, payment for long service leave when taken shall be based as the average weekly hours worked over the 52 weeks immediately prior to the date long service leave was requested.

8.8 Maternity leave and parental phased return flexibility

In addition to the standard 12 months maternity leave (subject to qualification period) the employer will support optional 6 month phase in at 0.5 FTE upon an employee's return from maternity leave.

Upon request, the employer will favourably consider a phased in return to work when children are aged between 1 and 4. Preferred phase in is for 0.5 of the position to allow reasonable opportunity to fill the other half of the position thereby maintaining customer service. Other suitable arrangements only by mutual agreement with primary regard for maintenance of customer service.

8.9 Personal and carers leave (previously sick leave)

Employees, other than casual employees, are entitled to personal and carers leave (previously sick leave) as follows:

- 38 hours upon commencement
- 38 hours upon completion of 6 months
- 76 hours upon on commencement of 2nd year
- 76 hours on commencement of 3rd year
- 91.2 hours on commencement of 4th year
- Pro rata entitlement applies to part timers

Employees unable to attend work due to sickness or caring for others are required to contact their immediate supervisor / manager / director at normal commencement time to advise why they are unable to attend work.

The employer has a right to request a doctor's certificate for any personal and carers leave taken. It is compulsory for a doctor's certificate to be provided where two or more consecutive days are taken (including if spanned by a weekend). Acknowledging the delays in being able to visit a doctor in rural areas, the employer may elect to waive this necessity where the symptoms are obvious.

No employee is to go into negative personal and carers leave or be paid personal and carers leave in excess of award entitlements unless with the approval of the Chief Executive Officer.

Personal and carers leave for part time employees shall be based on normal weekly hours proposed to be worked at the commencement of service for the first year of service and the average weekly hours worked over the preceding 52 weeks for the second and subsequent years of service unless there has been subsequent permanent change of hours.

Employees may utilise up to 10 days per year of their accrued personal and carers leave entitlement to care for a family member in any one year. The Chief Executive Officer has discretion to grant additional carers leave beyond 10 days per year upon application of the following criteria:

- Must be in respect of immediate family or spouse
- Maximum of 10 additional days
- Evidence of unused sick leave entitlement of an average 5 days pa
- Granting will not exhaust accumulated entitlement and will leave a balance of 5 days
- Request is supported by manager and director
- Adequate coverage is available
- Provision of a medical certificate

For the purpose of this clause a sick family member shall mean a person related to the employee by marriage, adoption, blood or affinity, and includes a person who is wholly or mainly dependent on, or is a member of the household of the employee.

8.10 Public holidays

The public holidays are New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Foundation Day, Queen's Birthday, Christmas Day, and Boxing Day.

8.11 Retirement salary sacrifice leave

The CEO may approve an employee's request to sacrifice 20% of salary over a 5 year period preceding retirement with the last year taken as leave when associated with genuine retirement. Conditions precedent to approval are:

- Irrevocable notice of intended retirement and termination of service to be provided to the employer in writing prior to approval, and
- Employee being over retirement age (55) at expiry of 5th year of the arrangement.

After making an election for retirement salary sacrifice leave, should a significant event occur (such as relocation due to the transfer of a spouses employment or death of either the Employee or the spouse of the Employee) the Employees pro rata outstanding salary sacrificed entitlement will be paid out.

8.12 Special leave days

For the term of this agreement the two "special leave days" will be taken as part of the Christmas shut down which may be approved by the Local Government as outlined in Clause 8.3.

In the event that the Local Government discontinues the Christmas shutdown the special leave days shall be taken at a time mutually agreed with the CEO.

8.13 Study leave

Upon receipt of an appropriate application, the CEO may grant an Employee absence from duty without loss of pay for the purpose of undertaking a course of study approved by it, and appropriate to the needs of the Local Government.

Such leave is subject to the following conditions:

- The study is relevant to the interests of the local government as determined by the Chief Executive Officer.
- Leave entitlement based on one day for each calendar month of the course timetable to be taken at the employee's discretion subject to manager approval for coverage.
- Study leave shall not adversely affect the normal operations of the Local Government.

Periods of unpaid study leave may be approved by the CEO.

8.14 Volunteers leave

The CEO is authorised to grant employees up to 1 hour per week paid leave (such time can be accumulated over 1 year) to participate in volunteer service activities subject to:

- Activity must be to the benefit of the residents in the Shire of Manjimup, and
- Must not be for personal gain or direct individual benefit, and
- Adequate coverage is in place, and
- Evidence of attendance is submitted with time sheet.

9. OCCUPATIONAL SAFETY AND HEALTH

The Local Government is dedicated to the protection of safety and health of everyone involved in its activities.

The Employees and the Employer recognise the legislative requirements as set out in the Occupational Safety and Health Act 1984 and Occupational Safety and Health Regulations 1996 (as amended).

In the pursuit of the best practice in occupational safety and health, all parties agree to:

- Take all practicable steps to provide and maintain a working environment which removes or minimises risks to health and safety.
- Implement where possible the changes and recommendations documented by the Local Government's Safety Committee.
- Commit to the rehabilitation of injured workers.
- Review during the term of this agreement where appropriate occupational safety and health documentation in conjunction with the local government's Safety Committee.
- Employer to provide equipment and training pursuant to the governing Act, Regulations and Codes of Practice.

All work areas will, in conjunction with the elected Safety and Health Representatives, monitor and assess the application of relevant standards and regulations to their respective workplaces and make reference to these factors in all progress reports made under the provisions of this agreement.

10. OVERTIME

10.1 Overtime

All hours worked over and above the standard hours including weekends, and rostered days off are to be credited to the employee's hour bank at the rate of 1.5 hours for each hour worked other than for Public Holidays which will accrue at 2.0 hours for each hour worked.

Notwithstanding the above, casuals working above the standard hours are to be paid at the appropriate rate and not credited to hour bank.

It is understood that the start and finish times may be varied as required by the Employer and that the overtime rates will apply to hours worked outside standard hours.

Full time employees will be given priority over casual employees in the selection of staff for overtime work.

Overtime does not apply to training or training related activities.

10.2 Time in lieu not applicable

Time in lieu provisions contained in previous enterprise agreements does not apply to this agreement and is effectively replaced by the hours bank and overtime provisions.

10.3 Emergency call outs

Employees, including Managers, attending an emergency call out outside of the standard spread of hours will be paid at 2.0 times the normal hourly rate. Payment for emergency call outs are to be made within the pay fortnight they occurred and are to be paid in cash rather than to the hours bank.

The employer manages the allocation of emergency call out duties based on a mutually agreed rostered system of those employees who have the necessary skills and experience to attend such call outs.

Emergency call outs will be for a minimum of 3 hours work although the employee may choose to claim only the actual time incurred should circumstances warrant.

The definition of what constitutes an emergency call out is the same as that specified to the Shire of Manjimup call centre for emergency response. An incident number is to be quoted on time sheets.

11. QUALIFICATIONS

11.1 Transport F endorsements

Where the employer requires an employee to hold an “F” endorsement , the cost of the endorsement and associated medical clearance will be met by the employer.

11.2 Lifeguards and pool operators

The cost of maintaining lifeguard and pool operator’s certificates, and any prerequisites such as first aid certification, for permanent employees will be met by the employer.

The extent to which the cost, if any, of maintaining lifeguard and pool operators certificates for casual staff will be met by the employer is to be by negotiation with the relevant manager.

11.3 Police clearance

Where the employer requires the employee to obtain a Police clearance prior to appointment to a position, the employer will reimburse the employee the cost of the police clearance.

11.4 Working with children check

Where the employer requires the employee to hold a “Working with Children Check” clearance, the cost of the check which provides such clearance will be met by the employer.

12. RECRUITMENT

12.1 Recruitment

All appointments and promotions require the approval of the CEO.

When a position becomes vacant the CEO may promote an existing employee within that department to that vacant position. In the event that no such appointment is made, internal notification is to be given of the availability of the position, prior to the position being publicly advertised.

12.2 Casual appointments

The CEO may recruit casual staff to cover for casual absences or assist during peak work periods if advertised internally first.

A casual member of staff (having satisfactorily completed a probationary period of at least three months) may be considered for appointment to a vacant position in the department for which they have been working without the need to adhere to the requirements above.

12.3 Probation period

All new permanent employees are to be employed on a three month probation period during which time their suitability for continued permanent status will be assessed through the performance review process. An assessment against key objectives shall be required for employees at the completion of a probationary period.

12.4 Contract term appointments

A position may have a specific duration (ie contract term) whereby all other conditions of the EA apply under the following circumstances;

- The service is subject to continuation of external grant funding, or
- Uncertainty exists about the future continuation of the service, the method of delivering the service or the future requirement for that specific position, or
- There is a legal impediment (ie the employee accepts a position as a Designated Senior Employee).

This provision does not apply to existing full time or part time employees (other than those already on contract term appointments).

13. REDUNDANCY AND SEVERANCE

13.1 Options in the event of redundancy

Other than for specific grant funded positions or fixed term positions, in the event of any changes in operations or, a program resulting in closure of a section(s) of the employers operations, employees shall be entitled to select one of the following options:

- (a) Apply for redeployment and retraining into another part of the local government where a vacancy exists and without loss of existing classification until such time as the rate for that position exceeds the incumbent's rate of pay, or
- (b) Employees will be provided with the opportunity to accept voluntary redundancy via the 'Early Retirement from the Organisation Scheme' once approval has been obtained from the Australian Taxation Department. The employee's acceptance must be within the time specified by the CEO and will attract a flat amount premium of \$2,500 in addition to the following redundancy payment schedule, or
- (c) In the event of insufficient voluntary redundancies, the CEO will enact redundancies in accordance with the following provisions.

13.2 Notice of redundancy

Other than for specific grant funded positions or fixed term positions, the employer is required to give an employee the following advanced notice of redundancy.

Period of continuous service with the employer	Advance notice required
Less than 1 Year	1 Week
1 to Less than 3 Years	2 Weeks
3 to Less than 5 Years	3 Weeks
5 Years and over	4 Weeks

When the full notice period cannot be given, affected Employees will be given 1 weeks pay for each week of reduced notice.

13.3 Severance Pay

Other than for specific grant funded positions or fixed term positions, an Employee will be paid the following severance pay where their employment is terminated for reasons of their position being made redundant due to organisational change:

Period of continuous service with the employer	Severance Pay
1 year or less	2 weeks

1 year or more	2 weeks per year on a pro-rata basis for every year of service. Employees over 45 years of age receive one extra week's pay. Pro rata long service leave after 5 years service. Cap of 52 weeks to be applied inclusive, of advance notice payment amounts.
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13.4 Discussions before termination

Where the Employer has made a definite decision that it no longer wishes to continue the position an Employee currently holds, and this is not due to the ordinary and customary turnover of labour and that decision may lead to the termination of employment, the Employer shall hold discussions with the Employee(s) directly affected and with their union or unions if they are a member of the union.

The discussions shall take place as soon as is practicable after the Employer has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measure to mitigate any adverse effects of any terminations on the Employees concerned.

For the purposes of the discussion, the Employer shall, as soon as practicable, provide in writing to the Employees concerned and their Union(s), all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

The Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

13.5 Leave during notice period

An employee notified of impending redundancy shall be entitled to, up to one day per week on full pay to look for new employment.

An Employee whose employment is terminated for reasons of his / her position being made redundant due to organisational change, may terminate his / her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he / she remained with the Employer until the expiry of such notice. In such circumstances the Employee shall not however be entitled to payment in lieu of notice.

13.6 Exception to severance provisions

Redundancy and severance provisions shall not apply where employment is:

- terminated as a consequence of conduct that justifies instant dismissal, or
- in the case of casual Employees, or
- for Employees engaged for a specific period of time or for a specified task or tasks including those employed in accordance with clause 12.4, or
- where Employees are undertaking specific grant funded positions.

13.7 Local government amalgamation, boundary changes

The Local Government Act 1995, Schedule 2.11 ensures that in the case of an amalgamation or boundary change, Employees shall continue to be employed under their current conditions until:

- (a) compensation acceptable to the person is made; or
- (b) a period of 2 years has elapsed since the order (to amalgamate / change) was given. At the end of the 2 years, the severance pay applicable at the time amalgamation or boundary change occurred would then apply.

13.8 Redeployment

Where an Employee agrees to redeployment, every effort will be made to provide other employment opportunities within the scope of the Employee's skills and abilities and Employer's objectives. The Employer shall provide a redeployed Employee with competency based training to enable him / her to acquire the necessary skills and competencies to carry out the functions of his / her new position.

14. REMUNERATION

14.1 Wage increase

In exchange for ongoing commitment to the objectives and principles of this Enterprise Agreement, and satisfaction of the conditions outlined below, employees will receive wage increases relevant to their respective level as shown in Addendum 1. In addition, a CPI (Perth all categories) adjustment is also applicable from 14 September 2011.

14.2 Conditions precedent to receiving wage increase

The granting of wage increase will be dependent on Departments having met the conditions precedent as outlined below.

In the event that a Department has not met the conditions precedent and the said date has passed, the Employees shall not receive the salary increase until the conditions have been met. In the event that the conditions have not been met and the Steering Committee accepts that this was due to circumstances outside the control of the Employees, then the payments shall be granted.

Payment	Wage increase	Conditions precedent for receiving increase
Increase 1 16 September 2008	6.0% * Note below	<ul style="list-style-type: none">• Adoption of this Enterprise Agreement• Development of four core KPI's for each department• Commencement participation in benchmarking
Increase 2 16 September 2009	5.0%	<ul style="list-style-type: none">• Compliance by department's employees with the terms of this Enterprise Agreement• Support and work within respective department's budget.• Support changes necessary to improve efficiency and effectiveness of respective department's• Achieve core KPI's for respective department's• Continued participation in benchmarking
Increase 3 15 September 2010	5.0%	<ul style="list-style-type: none">• Compliance by department's employees with the terms of this Enterprise Agreement• Support and work within respective department's budget.• Support changes necessary to improve efficiency and effectiveness of respective department's• Achieve core KPI's for respective department's• Continued participation in benchmarking
Increase 4 14 September 2011	CPI	<ul style="list-style-type: none">• Compliance by department's employees with the terms of this Enterprise Agreement• Working towards a new agreement to commence 1 January 2012

* Note: Any increase in respect of payment 1 is to be offset by the run on payment of 4.5% already made effective from the 16 September 2008.

The Steering Committee shall meet annually prior to the next increase to monitor compliance with the Enterprise Agreement and satisfactory progress towards the targets and objectives contained within the Enterprise Agreement.

14.3 Casual Employees

Casual Employees are to be paid a 20% loading on the relevant rate (level) as specified in this agreement.

14.4 No disadvantage test

A no disadvantage test will apply for employees whose positions are assessed to be at a lower level than their current position. They will however be entitled to the annual agreed percentage increase outlined herein.

New employees post adoption of the EA will however be appointed to the correct position irrespective of relativities to those on the no disadvantage test.

14.5 Leave loading

Leave loading will be in addition to the salaries outlined in Addendum 1.

14.6 Allowances

Driver's licence

The employer will reimburse the annual cost of an employee's driver's licence (other than a class C or motor bike license) only where the employee is required to use that category in the normal course of work in the ensuing financial year.

Fire standby duty

During the fire season Rangers may be designated as the standby officer for that week for bushfire emergency services only. The week shall commence on a Wednesday in line with Shire pay periods. The designated standby officer is to:

- a. Hold the designated "Fire" mobile telephone 24 hours per day during the rostered week;
- b. Remain within mobile telephone or two-way communication range during the rostered week;
- c. Remain fit and available for call out during the rostered week.

In recognition of providing a 24 hour standby arrangement, the following benefits will apply:

- a. One full day (7.6 hours) special leave will accrue for each rostered week (7 days) standby with five (5) of these days to be added to annual leave accrual and the balance taken as RDOs within three months of the end of the fire season.;
- b. Payment of \$100 in cash or superannuation for each rostered week (7 days) standby; and
- c. An up front payment of \$1000 (cash or superannuation) at the start of the fire season. A pro rata recoup will apply if an officer

leaves the service of the Shire before the expiry of the fire season.

Grave digging

The employer will pay an employee a flat \$20 allowance each time they are required to dig a grave (ie not filling). Payment of grave digging allowances are to be made within the pay fortnight they occurred.

Tree felling

The employer will pay a suitably qualified employee an allowance recognising high risk higher duties randomly undertaken such as the felling of a substantial tree. The tree felling allowance is determined on an hourly basis whilst undertaking the duty and is in addition to the Employees rate of pay as follows:

- Grade 1 \$25 per hour

The allowance is to be paid in cash as part of the pay fortnight in which the tree felling occurred.

Any Employee unwilling to fall a dangerous tree for whatever reason may refuse to perform this function.

Working away from home allowance

The employer will pay an employee a working away from home allowance of \$50 per night where the employee is required to undertake more than 2 consecutive nights away from home. No allowance is to be paid for two or less consecutive nights away from home. Payment of working away from home allowances are to be made within the pay fortnight they occurred.

14.7 Insurance cover

The employer agrees to secure the following insurance cover for employees at no cost to the employee;

Journey to work cover

Employees will be provided with journey to work insurance cover which insures employees whilst travelling to and from work, on their normal route of travel. This insurance contains death and capital benefits of up to \$100,000 and weekly benefits of up to \$1,000.

Spinal injury cover

Employees will be provided with spinal injury insurance cover (through PBF). Membership of PBF entitles Eligible Persons of Corporate PBF members, to apply for a discretionary benefit payment (current maximum \$100,000) if they sustain a traumatic spinal injury resulting in permanent paraplegia or tetraplegia, subject at all times to the Terms and Conditions of PBF's public disclosure document. The intent of the discretionary benefit payment is to provide early financial support following a traumatic spinal cord injury. The cover applies 24/7, not just in the workplace. Cover is for employees only, not their families.

14.8 Salary sacrifice options

Employees may elect to salary sacrifice some of their gross wage to a maximum of 50% for the following approved items provided any fringe benefits tax liabilities resulting from such salary sacrifice issues will be borne by the Employee and be subject to Australian Taxation Office and Local Government rules applicable to such packages.

FBT exempt benefits:

- Superannuation
- Child care on Shire premises
- Lap top computer
- Subject to approval by the CEO and subject to availability, where it is traditional for the employer to provide staff housing the cost of such housing as determined by the employer
- Mobile navigation devices

Residual In house benefits (up to a maximum of \$1,000 pa per employee):

- Tip passes
- Shire of Manjimup rates
- AquaCentre passes

Should other benefit options arise that do not transfer an FBT liability to the Employer, are efficient to administer and unlikely to create adverse public perception, then the Steering committee can consider their introduction as an additional salary sacrifice option. Similarly, should FBT exemptions on any of the items listed above be removed by a decision of the Australian Taxation Office, such item shall immediately cease to be an available option.

14.9 Flu vaccinations

The Employer will provide flu vaccinations for all employees on two pre organised bulk immunisation days each year. The provider will be at the Employers discretion and it is entirely the Employees option to receive the vaccination or not.

15. RETIREMENT

15.1 Phased in retirement

Employees may seek to reduce their hours of work to enable a phasing out of the workforce in the six months prior to their bona fide retirement upon the following conditions:

- The process and program is to be mutually beneficial and acceptable to the Employee and the Local Government.
- The program of phased workday reduction is to be no longer than six months prior to the agreed retirement date.
- The Employee must provide a signed irrevocable commitment as to the retirement date and program.
- No less than 3 days per week may be worked during the six months, excluding public holidays.
- Accrual of annual leave, long service leave and sick leave will continue to be based on the employee's standard hours before commencement of the phased in retirement.
- Annual leave may be accrued for up to 2 years prior to retirement.

15.2 Early retirement

Conditions applicable for early retirement are to be in accordance with clause 8.11

16. ROSTERED DAYS OFF

16.1 Entitlement to RDO's

Employees are entitled to RDO's with the following exceptions:

- Casuals or part time workers who do not work Mon-Fri do not qualify for RDO entitlements.
- HACC Employees employed in a full time capacity or who are employed on a fixed part time capacity spread over 10 days (Monday to Friday) in a fortnight will be entitled to RDO's. Part time staff contracted to work a minimum of 5 hours per fortnight will not be entitled to RDO's due to the casual and varied nature of the hours worked in any given fortnight.
- Manager's entitlement to RDO's is subject to annual leave entitlement being reduced back to the standard 4 weeks as detailed in clause 8.1.
- Rangers entitlement to RDO's are based on their specific roster provisions contained in Addendum 6.

RDO's are applicable to qualifying staff (including Mon-Fri part time staff on a pro rata basis) if minimum standard hours are achieved as follows:

- Depot based employees (other than managers) one (1) RDO per fortnight to be taken on a Monday by roster.
- All other staff (including managers) one (1) RDO per four weeks subject to the following conditions:
 - Maximal accrual 2 days at any time (other than Xmas shut down)
 - 2 RDO days to be held for Xmas shut down (unless shut down requires less)
 - Excess entitlements to be taken during 4 week period after earned
 - No more than 2 RDO days to be taken consecutively.
 - Department managers to roster RDO days to ensure coverage.
 - Discretion to amend these conditions by CEO and Directors under exceptional circumstances.

RDO's are determined on base hours as outlined in Clause 6.1.

16.2 Special Circumstances

From time to time, for example over the Christmas period, employees and management may agree to swap rostered days off for mutual benefit. Under these circumstances, the time worked on the scheduled rostered day off will not attract a penalty (overtime) rate.

17. SUPERANNUATION

17.1 Contributions

The employer will make superannuation contributions of 9% of the employee's salary, during the term of the Agreement, inclusive of payments made in accordance with the Superannuation Guarantee Administration Act 1992 and the Superannuation Guarantee Charge Act 1992. The compulsory Superannuation Guarantee Charge (SGC) is currently 9.0% of ordinary earnings.

Where an employee contributes part of their salary into superannuation, the employer will make an additional contribution at 1.1 times the employee's contribution up to a maximum additional employer contribution of 5.5%.

At the request of the employee, the employer will allow the employee to make both salary sacrifice and post tax contributions from the payroll and may from time to time vary the amount of employee's contributions towards superannuation by way of salary sacrifice and any variation will result in an altered cash component being paid. Where a salary sacrifice arrangement is in place, the salary for the calculation of contribution shall be based on the amount prior to the arrangement commencing.

The total maximum employer superannuation contribution, comprising SGC and employers additional contribution where the employee co contributes shall not exceed 14.5% of ordinary earnings.

17.2 Choice of superannuation fund

Employees shall have freedom of choice over the fund into which their superannuation contributions are paid, providing:

- (a) the fund is an Australian complying superannuation fund, and
- (b) the employee does not elect to change funds more than once in any 12 month period.

17.3 Default superannuation fund

The default superannuation fund shall be the WA Local Government Superannuation Plan.

18. TESTING

18.1 Dogs belonging to animal control employees

Employees engaged in animal control function and required to work at the pound are entitled to have their own dogs (to a max of 2) immunised annually for:

- C5 Vaccination
- 12 month flea shots

18.2 Drug and alcohol random testing

The Local Government has an Occupational Safety and Health Policy in respect of Workplace Drug and Alcohol Use (Policy 2.6.6). The provisions of this policy or any amendment to this policy provides guidance on drug and alcohol use in the workplace.

In addition to the policy, the Employer may conduct random drug and alcohol testing of Employees conditional upon:

1. Equity across the organisation (ie all employees will be subject to testing at that location)
2. Acceptable levels of detection in accordance with WA Police guidelines

Remedial action resulting from unacceptable levels of drug or alcohol is to be in accordance with the policy

18.3 Sight and hearing testing

Sight and or hearing testing is to be undertaken by employees when requested to do so by the employer at the employer's cost.

19. TRAINING & STUDY

19.1 Training

The Local Government is committed to providing training to its Employees consistent with the current and future needs of Local Government and which will enhance the career opportunities of Employees. Such training will include Aussie Host (or equivalent) customer service training.

Employees agree to undertake the necessary training to enable them to perform their duties competently and to increase their skills and work performance. An annual assessment of training needs will be conducted, taking into account the principles of recognition of prior learning, demonstrated competencies, training requirements, and the needs and exceptions of the individual.

Where an external provider provides training, it shall, if possible and appropriate, be accredited in line with National Competency Standards.

Each year a budget allocation will be made for the purpose of training and all costs associated with training will be at the Local Government's expense. There will be no overtime payment for training that is undertaken outside of the ordinary or negotiated hours of work. Every endeavour will be made to see that training occurs during ordinary daily hours of work.

19.2 Study

Where appropriate the Local Government will enter into an arrangement that will allow the employee to continue further education, on a case by case basis, as distinct from job skills training. Other than for study leave as outlined in Clause 8.13, all study must be conducted in the employee's own time and the employer will not be liable for payment of travel expenses or travel time.

19.3 Tuition Fees

Where an Employee undertakes a course of study, relevant to his / her employment and approved in advance by the employer payment of tuition fees is to be made by the employer up front for each course unit undertaken with employee either refunding the fee in full or resitting the course unit at the employees own expense if they should fail the unit.

For the purpose of this clause tuition fees shall include all university, college or course provider fees but shall not include Higher Education Contribution Fees (HECS) or equivalent. Text books and all other sundry costs to be met by the employee.

Tuition fees to be paid by the employer are to be capped to a total maximum of \$4,500 per employee in any financial year.

20. UNDERTAKINGS

20.1 Work practice improvements

To ensure the success of the workforce, each individual must take ownership of the 'workforce' responsibilities and accordingly each employee makes the following commitments to:

- Minimise waste of time, materials and resources.
- Be ready to commence duties at the appointed time, not finish work before the agreed time with break duration times strictly adhered to.
- Operate on an annual leave roster to ensure maximum coverage available in the peak times.
- Ensure daily checks and regular maintenance requirements are carried out on all plant and equipment..
- Looking how to improve a situation for a ratepayer.

20.2 Customer service

All parties recognise that the community is our customer and are committed to the provision of a high standard of friendly service.

All people, including other staff, Councillors and the public are to be treated with respect.

The Local Government will provide Aussie Host customer service training in order that employees are better able to handle contact with the public.

The workforce commits to take each concern expressed to them personally, by a member of the public, seriously and more importantly to demonstrate to the member of the public that they (the employee) have done something about it.

The Local Government's Code of Conduct shall be adhered to especially in respect to good Customer Service.

20.3 Task flexibility

In the interests of efficiency, flexibility, a harmonious workplace and the aims of the Local Government's cost and quality requirements, employees agree to be available for any work that is within their qualification and skill base. Employees also agree, should the need arise, to transfer to another work area, without loss of benefits for a maximum of 3 months at any time in any 12 month period unless otherwise by mutual agreement.

20.4 Work from home

Where necessary and by mutual agreement, the CEO may approve Employees working from home on a short term basis.

20.5 Working hours flexibility

To enable a highly efficient workforce to operate, and in the interest of being cost and quality competitive, all employees recognise the need to have a high degree of flexibility in the way hours are worked, including the scheduling of RDO's, Long Service Leave and Annual Leave.

Employees recognise management's prerogative to ask for flexibility in the spread of hours, with individual circumstances taken into consideration. This may include employees being asked to work RDO's in the peak time periods. Both parties recognise the need for common sense in the approach and that a mutually agreeable set of hours serves the best interests of both employer and employee.

20.6 Job sharing and multi skilling

Both parties are committed to the principles of having employees skilled to perform a range of functions. Subject to approval by the CEO, individuals will be given the opportunity to become multi skilled where it will be beneficial to the Local Government, within the requirements of the Local Government, the capacity of the individual employee and any relevant legislation or certification.

20.7 Best practices

The parties agree that best practice is simply the best way of doing things; it is a process of constantly changing and adapting to new pressures. Best practice is not restricted to an examination of costs but also includes quality and timeliness of delivery.

Best Practice is based on the following principles:

- a. Understanding and measuring customer needs;
- b. Multi skilled workforce;
- c. Flexible workforce with commitment to continuous improvement;
and
- d. Employee involvement.

All parties agree that any method determining competitiveness including benchmarking needs to be a true and fair comparison of services.

20.8 Tendering of local government services

Given State and Federal Government statements of the need for Local Government authorities to apply competitive neutrality and public benefits tests, the Local Government seeks to secure long term employment for all employees by undertaking a review of the efficiency of existing work practice and designing new work methods in consultation with the employees concerned, in order to maintain a competitive service.

Should there be a need to enter into a tender process for work already undertaken by the Local Government or for new opportunities that may allow the workforce to enter into the private works arena; the workforce will be involved in the costing and preparation of any in-house tendering documentation.

Where practicable, the appropriate employees and members of the Steering Committee will attend training courses on contract tendering procedures and outcomes prior to the commencement of any tendering action.

21. UNIFORM and PPE

21.1 Personal protective equipment (PPE)

All employees shall use such protective clothing and equipment as is provided by the employer and in the manner in which he or she has been properly instructed to use it.

In addition to the Occupational Safety and Health Act, the employer shall provide as required maximum protection sunscreen, protective clothing, safety glasses, prescription safety glasses and hats, a drink container, current chemical data sheets and current educational and statutory information relating to safety.

Employees commit to using PPE at the appropriate time and in the appropriate manner in accordance with the relevant policy of the Local Government.

21.2 Uniforms

Employees agree to adhere to the local government's policy on uniforms and agree to wear the uniform in a professional manner and in such a way that it becomes obvious that the employee is an employee of the Local Government.

Employees shall at all times whilst wearing uniforms behave in a manner that reflects positively on the local government and shall not use language, actions or other behaviour that could be considered detrimental to the profile of the local government.

An approved Local Government logo (sewn badge) is to be attached on shirts, jackets, jumpers provided as part of any uniform.

Clothing and uniforms are to be provided in full upon commencement of employment by full-time permanent employees with part-time and casual staff entitled to a pro rata issue in accordance with the schedule contained in Addendum 5.

21.3 Damaged Clothing

Employees are to be reimbursed the depreciated value of any item of personal clothing damaged, through no fault of their own, in the course of undertaking their work.

21.4 Replacement glasses

Where an employee loses or damages safety glasses, prescription glasses or contact lenses during the course of work, or requires a new pair of prescription glasses due to further deterioration of eye sight, the employer will reimburse the employee the costs for one pair of glasses only during the period of this agreement upon production of a receipt to a maximum of:

- a. Frames up to \$150

b. Lenses – excluding tinting or anti glare treatment

Where the employee holds private health insurance, the employer will only pay the gap to the extent listed above, rather than the full amount.

21.5 Laundry of uniforms or PPE

Entitlement to laundry of uniforms or PPE due to frequent and heavy use is outlined in Addendum 5

22. UNIONS

22.1 Union membership

The union representative may provide to each new Employee:

- A union application form and information about the benefits of joining a union, however there shall be no compulsion or pressure placed on an Employee to join a union.
- An authorisation form for payroll to deduct union fees.

22.2 Right of entry

In accordance with the Fair Work Bill, subject to having obtained a right of entry permit issued by Fair Work Australia, the respective Union official shall give the Employer reasonable notice to enter the Employer's premises, to investigate suspected breaches of the Act, Orders, Awards or this Enterprise Agreement, and to hold discussions, with Employees, during meal breaks or other breaks.

22.3 Employee representatives

Upon notification by the Union to the Employer, an employee shall be recognised as an accredited representative of the Union to which he / she belongs and he / she shall be allowed all reasonable time, during working hours, to submit to the Employer matters affecting the Employees he / she represents and further shall be allowed reasonable time during working hours to attend to job matters affecting his / her Union, subject to the appropriate notice to, and agreement with the supervisor, which will not be unreasonably withheld.

The number of accredited representatives of the Union shall not exceed 3 at any one time.

22.4 Union Training Leave

Upon application to the CEO an accredited Employee Representative shall be granted up to five days leave on ordinary pay each calendar year to attend courses and seminars conducted by an accredited training provider and approved by the Union. The scope, content and level of the course, for which leave is sought to be granted, shall be such as to contribute to a better understanding of industrial relations.

The granting of leave in accordance to this subclause shall not be made to any Employee who has not completed six months continuous service with the employer.

The employer shall not be involved in any other costs associated with the training except for the payment of extra remuneration where relieving

arrangements are considered necessary to cover the absence of the Employee(s) on such leave.

Upon application, and subject to agreement between the parties, additional unpaid leave may also be granted.

The granting of such leave shall be subject to Employer's convenience, and operations of the Local Government not being unduly affected by the Employee's absence.

At least four weeks prior to the proposed commencement of the leave period, the Employer shall be advised in writing, of the Employee's intention to take trade union training leave; the duration of such leave; the scope and content of the course to be taken; and the venue at which the course is to be held.

24. SIGNATORIES TO THIS AGREEMENT

The following signatories consent to the terms and conditions of the Shire of Manjimup Enterprise Agreement 2008 - 2011:

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

Date

Signed on behalf of the Australian Municipal Administrative Clerical and Services Union

Date

Jeremy Hubble
Chief Executive Officer
Signed for and on behalf of the Shire of Manjimup

Date

Wade De Campo
Shire President
Signed for and on behalf of the Shire of Manjimup

Date

Addendum 1: Wage Schedule

	2008/9 6.0% increase		2009/10 5.0% increase		2010/11 5.0% increase	
	Rate per hour (based on 1976 hours pa)	Annualised (ex leave loading)	Rate per hour (based on 1976 hours pa)	Annualised (ex leave loading)	Rate per hour (based on 1976 hours pa)	Annualised (ex leave loading)
STAFF						
1.16 year	\$ 12.23	\$ 24,172	\$ 12.84	\$ 25,381	\$ 13.49	\$ 26,650
1.17 year	\$ 12.97	\$ 25,632	\$ 13.62	\$ 26,913	\$ 14.30	\$ 28,259
1.18 year	\$ 14.04	\$ 27,748	\$ 14.74	\$ 29,135	\$ 15.48	\$ 30,592
1.19 year	\$ 15.12	\$ 29,873	\$ 15.87	\$ 31,367	\$ 16.67	\$ 32,935
1.20 year	\$ 16.18	\$ 31,978	\$ 16.99	\$ 33,577	\$ 17.84	\$ 35,256
1.adult	\$ 16.96	\$ 33,512	\$ 17.81	\$ 35,187	\$ 18.70	\$ 36,947
Level 2	\$ 19.19	\$ 37,924	\$ 20.15	\$ 39,820	\$ 21.16	\$ 41,811
Level 3	\$ 20.94	\$ 41,372	\$ 21.98	\$ 43,440	\$ 23.08	\$ 45,612
Level 4	\$ 22.86	\$ 45,168	\$ 24.00	\$ 47,426	\$ 25.20	\$ 49,797
Level 5	\$ 24.81	\$ 49,027	\$ 26.05	\$ 51,478	\$ 27.35	\$ 54,052
Level 6	\$ 26.82	\$ 52,995	\$ 28.16	\$ 55,644	\$ 29.57	\$ 58,427
Level 7	\$ 28.79	\$ 56,891	\$ 30.23	\$ 59,736	\$ 31.74	\$ 62,723
Level 8	\$ 30.90	\$ 61,053	\$ 32.44	\$ 64,105	\$ 34.06	\$ 67,311
Level 9	\$ 33.39	\$ 65,987	\$ 35.06	\$ 69,286	\$ 36.82	\$ 72,751
MANAGERS						
Level E	\$ 27.89	\$ 55,120	\$ 29.29	\$ 57,876	\$ 30.75	\$ 60,770
Level D	\$ 33.26	\$ 65,719	\$ 34.92	\$ 69,005	\$ 36.67	\$ 72,455
Level C	\$ 38.62	\$ 76,320	\$ 40.55	\$ 80,136	\$ 42.58	\$ 84,143
Level B	\$ 41.31	\$ 81,620	\$ 43.37	\$ 85,701	\$ 45.54	\$ 89,986
Level A	\$ 43.99	\$ 86,920	\$ 46.19	\$ 91,266	\$ 48.50	\$ 95,829
GROUP FITNESS INSTRUCTORS (Session rates)						
Level 1	\$ 26.50	\$ 52,364	\$ 27.83	\$ 54,982	\$ 29.22	\$ 57,731
Level 2	\$ 31.80	\$ 62,837	\$ 33.39	\$ 65,979	\$ 35.06	\$ 69,278
Level 3	\$ 37.10	\$ 73,310	\$ 38.96	\$ 76,975	\$ 40.90	\$ 80,824

Addendum 2: Depot day labour workers matrix

Addendum 3: Managers matrix

		Manager Level				
		A	B	C	D	E
Category assessment	Market salary	\$80 +	\$75 - \$80	\$70 - \$75	\$60 - \$70	\$50 - \$60
	Staff % FTE for whole organisation	15+%	10 – 15 %	8 – 10 %	4 – 8%	0-4%
	Operating budget responsibility	\$2m+	\$1.5m - \$2m	\$1m - \$1.5m	\$500k - \$1m	\$0 - \$500k
	Capital budget responsibility	\$1m+	\$750k - \$1m	\$500k - \$750k	\$100k - \$500k	\$0 - \$100k
	Application of Statutes	Frequent application of broad range of complex statutes including prosecutions	Regular application of a broad range of complex statutes including prosecutions	Occasional application of a range of statutes	Infrequent application of limited relevant statutes	Little or no relevant statutes
	Level of legal responsibility and risk to the organisation	High frequency, high consequence	Low frequency, high consequence	Modest frequency and consequence	High frequency, low consequence	Low frequency, low consequence
	Qualifications required	Degree and accreditation	Degree	Diploma or Degree	Diploma	None
	Experience as a LG manager	10+ years	5 - 10 years	3 – 5 years	2 - 3 years	None
	OSH responsibility	High frequency, high consequence	Low frequency, high consequence	Modest frequency and consequence	High frequency, low consequence	Low frequency, low consequence

Addendum 4: Group fitness instructor levels

There are three Levels for Group Fitness Instructors:

Level 1

A starting point for newly trained instructors. Instructors new to the organization, but with previous experience may proceed immediately to a higher level:

- New instructors, trainees to start at this level.

Level 2

For instructors to move to this level the following criteria needs to be met:

- Completion of 3 month probation period.
- Completion of a minimum of 6 months satisfactory instruction at MRAC
- Completion of certification in relevant teaching style.
- Current registration with Fitness WA.
- Attendance at minimum (2) professional development workshops.
- Completion of basic job requirements (see attachment).

Level 3

Once completing Level 1 & 2 requirements an instructor may seek to move to a Level 3. To do this they will be expected to meet the following requirements:

- Completion of basic job requirements (see attachment).
- Have a minimum of 12 months instructing experience.
- Be able to teach at least 2 different class types.
- Be willing to teach 3 or more classes per week for the Manjimup Regional AquaCentre.
- Attend all instructor meetings in accordance with the center's needs.
- Participate in continuing professional development above and beyond the minimum requirements for re-registration.
- Assist with the development of new instructors as required
- Fulfill Level 3 job requirements consistently:
Consistent positive feedback from participants and infrequent negative feedback
Above average class numbers for timeslot and class type
Make every effort to participate in special events e.g. Launch classes, Open Days, Shopping Centre displays etc.

Notes:

- Instructors teaching multiple programs will be paid the same rate for all class types. In cases where instructors begin teaching new programs, their pay rate will remain at the higher level with a view to achievement of all criteria for this pay level to be achieved for the new class asap.
- Whilst the centre encourages all instructors to strive for excellence and will reward them accordingly, it is possible to move backwards in the pay scale in response to poor performance. A step back in pay rate will only occur after a meeting between the instructor and Centre Co-ordinator.

In special circumstances and under the direction of the Centre Co-ordinator, pay outside of this scale may occur for individual instructors for specialty classes. The Centre Co-ordinator must approve this.

Addendum 5: Uniforms and PPE

Issue or Allowance per annum

Issue or Allowance Per Annum														
		Administration reception staff	Other administration and depot office based staff	Rangers	Cleaners	Caretakers, Building, HACC & Timber Park Maintenance officers	LGO staff undertaking external on site work	Community development staff	Aquatic staff permanent (see note re casuals)	MEU staff permanent	MEU staff casual	Hot mix patching	Mechanics	HACC care workers
1	Uniform from nominated range upon commencement to the value of:	\$850												
2	Uniforms as detailed in the relevant column below upon commencement to the value of:			\$350					\$500					
3	Thereafter per annum to maintain to the value of:	\$300		\$350					\$300					
4	50% contribution for uniforms from nominated range		\$250				\$250	\$250						
Uniform														
5	Belt			R										
6	Boots fire fighting			R MES										
7	Boots safety (max \$120 ex gst)			1	1	1	1			1		1	1	
8	Boots steel capped rubber				R	R	R			R		R		
9	Hat wide brimmed			R	R	R	R	R				R		
10	Jacket (water proof)			R		R		R						1
11	Jumper or jacket (fluro green)				1	1		1		1		1		1

12	Overalls blue											2R	3R	
13	Overalls fire proband treated			R MES										
14	Raincoat (with reflective stripe)			R	R	R	R			R		R		
15	Safety glasses (UV resistant)			R	R	R	R			R		R	R	
16	Shirts from nominated range			4	3	3	3		5	3		3		3
17	Shoes non slip rubber soled													2R
18	Shorts or skirts								3					
19	Tracksuits								1					
20	Trousers			4	3	3	3			3		3		
Entitlement to Dry Cleaning														
21	Overalls											W	W	

R = One issued then replaced on basis of wear and tear as required

W = Weekly

Per annum periods shall correspond with each calendar year. Where an employee first commences with the local government during the life of this Enterprise Agreement they shall be entitled to a pro rata subsidy for uniforms in their first year of service.

Polo shirts will be provided to casual employees at commencement of employment at the AquaCentre. These shirts will either be provided from uniforms kept at the AquaCentre or new. All uniforms are to be returned to the AquaCentre upon termination of employment. Casual employees will be reissued with uniforms on an annual basis or upon application where the shirts present poorly due to associated wear and tear.

Addendum 6: Rangers Special Hours of Work

Rangers roster

Rangers are to work together to ensure that at least one ranger is available between 8.30am and 5.00pm Monday to Friday. It is expected that a four-week roster, in advance, shall be approved by the CEO.

Within a four week cycle each Ranger is to undertake two (2) patrols of four hours on either a Saturday or Sunday as part of ordinary hours which attract standard overtime loading.

Based on the above, and in addition to the weekend rostered work, in a four week cycle each Ranger will work eight (8) 8.5 hour days and nine (9) 8 hour days to be worked between Monday and Friday inclusive.

If a Ranger is required to work outside the spread of rostered hours, standard overtime will apply.

The Ranger Communication base station is to remain with the nominated ranger and the current arrangements in relation to ordinary and reasonable communication backup and fire brigade contact that occurs from this station is to remain.

Call outs

Rangers are expected to be available to provide reasonable after hours and weekend emergency service but are not expected to be contactable 24 hours a day (other than if rostered to be the fire duty officer) and may make reasonable judgement as to whether a response to a call out request is necessary.

Overtime penalties shall apply to after hours call outs at the standard callout loading contained herein. Call outs will be applied to the employees hours bank.

Call out provisions also apply to the Manager Environmental Services if performing ranger type call out functions.

Rostered days off

Rostered Days Off referred to in Clause 16 do not apply to Rangers however, in working the hours and shifts nominated herein, 19 days only are worked during a four-week cycle.