

**SHIRE OF DENMARK
(OUTSIDE WORKERS) AGREEMENT
2017**

1. - TITLE

This Agreement shall be known as the Shire of Denmark (Outside Workers) Agreement 2017 (Agreement).

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3. – DATE OF OPERATION

- 3.1 The nominal expiry date of this Agreement will be three (3) years from the date seven days after approval by Fair Work Australia.
- 3.2 The parties to this Enterprise Agreement acknowledge that this agreement can be varied by consent of both parties, and subject to approval by the Fair Work Australia, at any time during its currency.

- 3.3 The parties to this Enterprise Agreement shall be:
- 3.3.1 Shire of Denmark, PO Box 183, Denmark (Employer); and
- 3.3.2 Employees, other than Supervisors, employed by the Shire of Denmark, who are employed in the outdoor workforce, based at the Works Depot and working in one of the following functional areas;
- Operations;
 - Parks and Gardens;
 - Maintenance;
 - Construction; and
 - Workshop (Employees).
- 3.4 The Local Government Racing and Cemetery Employees Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) (“the Unions”).
- 3.5 If any provision of this agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this agreement.
- 3.6 This Agreement will be measured against the Local Government Industry Award 2010 for the purposes of the Better Off Overall test.
- 3.7 This agreement shall be read and interpreted wholly in conjunction with the Local Government Industry Award 2010 and where there is any inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 3.8 This Agreement wholly replaces the Shire of Denmark (Outside Workers) Agreement 2014.

4. – OBJECTIVES OF AGREEMENT

To provide an effective, efficient and flexible service to the residents of the Shire of Denmark. Further, to provide appropriate remuneration and conditions to Employees bound by this Agreement.

5. –EMPLOYMENT CATEGORIES

An Employee may be employed in any of the following categories:

5.1 Continuing Employment- Full-time

A continuing full-time Employee shall be employed to work an average of 38 ordinary hours per week.

5.2 Continuing Employment Part-time

5.2.1 A continuing part-time Employee shall mean an Employee who works regularly for less than 38 ordinary hours in any week.

5.2.2 Continuing part-time Employees receive payment for salary, annual leave and personal leave on a pro rata basis in proportion as their ordinary weekly contracted hours bear to 38.

5.2.3 Subject to the provisions of clause 28 – Consultation About Change, of this agreement the Employer and Employee may vary the agreed hours of work.

5.3 Non-continuing - Casual Employment

5.3.1 Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for shift and weekend work on the same basis as a weekly employee, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed as compensation instead of paid leave under this EBA and the NES.

5.3.2 Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the hourly ordinary time rate for the classification in which they are employed exclusive of the casual loading.

5.3.3 The services of a casual Employee may be terminated by one hour's notice given by either Employer or Employee, or by payment of one hour's wages in lieu of notice.

5.4 Non-continuing - Temporary Employment

5.4.1 A temporary appointment shall mean an Employee employed for a specific project or program which the Employer indicates at the time of engagement may not be ongoing.

5.4.2 A temporary Employee shall be advised of his/her period of employment, hours of work, salary and classification in writing prior to the commencement of employment.

5.4.3 The services of a temporary Employee may be terminated by either the Employer or the Employee giving the other party one week's notice or by payment of one week's salary in lieu of notice.

5.5 Maximum term contracts

Maximum term contracts shall apply to an Employee who is engaged for a specific project or for a specific period. Provided that maximum term contracts may be terminated during their term by either party giving the other notice in accordance with clause 25, or by payment of one week's salary in lieu of notice.

6. – HOURS OF WORK

6.1 The ordinary hours of work will be 1976 per annum (inclusive of all categories of leave), resulting in an average of 38 hours per week. The average hours of work can be worked on one of the following basis:

- 38 hours over seven consecutive days or
- 76 hours over fourteen consecutive days; or
- 114 hours over 21 consecutive days; or
- 152 hours over 28 consecutive days; or
- such further extended cycles as agreed between Employer and Employees which produces an average of 38 hours per week, such as the existing nine day fortnight.

6.1.1 The parties agree that the current practice of employees working a nine day fortnight and having every second Friday off as a Rostered Day Off shall continue unless otherwise agreed between the parties.

6.2 Seven day a Week Positions

The ordinary hours of work for the following positions shall be worked up to ten hours on any day Monday to Sunday, which shall include a meal break not exceeding one hour's duration:

- Swimming-pool Attendants;
- Caravan-compound or camping-area attendants;
- Cleaners;
- Public-convenience Attendants;
- Sanitary or Garbage Collection;
- Disposal Service Employees;
- Water flusher Driver;
- Street Cleaning Machine Operator;
- All Employees working in or around a Refuse Disposal and/or Processing Site.

6.2.1 Seven day a week positions receive an additional 20% loading for all ordinary hours worked between the hours of 6:00 p.m. and 6.00 a.m., Monday to Friday inclusive.

6.2.2 Seven day a week positions receive an additional 50% loading for all ordinary hours worked on a Saturday and 75% on a Sunday.

6.3 Other Employees

The ordinary hours of work for all other positions may be agreed between the Employer and an Employee.

6.4 Notwithstanding the above provisions, the Employer and Employee(s) may agree to an alternative arrangement of how working hours may be worked. Where the agreement affects more than one Employee, the majority of Employees affected must agree to the change, in writing.

6.5 'Service' shall mean, in addition to actual working service, time for which an Employee is entitled to claim personal leave, long service leave, or time spent on public holidays or annual leave as prescribed by this Agreement. Any other time in respect of which an Employee is absent from work shall not count as service but this does not mean that such other absence will necessarily break continuity of service.

6.6 By mutual agreement, variation to hours arrangements including shift lengths and start and finish times may be entered into by the Employer and affected Employees.

Provided that it is agreed between an Employee and the Employer that in the period specified in each financial year Employees shall work an additional hour per day over the ordinary hours.

The hours accumulated will not be paid at this time but will be accrued as credits at overtime rates to be taken as paid time off. The following clauses describe the duties of an Employee and the agreed wage and the agreed conditions under this agreement;

6.7 Roads, Parks, Gardens and Waste Workers

Description of duties: Generally includes but is not limited to duties relating to construction and maintenance of roads, drainage, footpaths and trails and other Council infrastructure such as parks,

road verges, play equipment, Council buildings, property and reserves under the Employer's control, the collection and disposal of household and commercial refuse, attendance at refuse site, clearing of street and park litter bins, and other duties as directed by the Employer.

6.7.1 Roads, Parks and Gardens shall work ordinary hours between a spread of 6.00am to 6.00pm, Monday to Friday inclusive. Waste Workers shall work ordinary hours between a spread of 6.00am to 6.00pm, Monday to Sunday. Further provided that Parks and Gardens Crews shall start work at the same time as all other Crews and all employees covered by this Agreement are required to attend staff or toolbox meetings at the Depot.

6.7.2 Hours of Work

1. In addition to clause 6.1, it is agreed that the following will apply;
2. It is agreed that during the period between the third Monday in October and the third Friday in March each financial year during the term of this agreement, that each Employee to which this appendix is applicable shall work an additional hour per day at overtime rates;
3. It is agreed that hours accumulated under this clause, at overtime rates, shall be taken at the Christmas/New Year Break as directed and during the months of April to October in each financial year at the discretion of the Employer in consultation with Employees recognising the need to perform the annual works program during drier months;
4. It is agreed that in the event of termination of an Employee's contract or employment howsoever or for whatsoever reason, an Employee (including casual employees) shall be paid out any accumulated time under this arrangement at overtime rates at the time of termination of their employment contract.

6.8 **Workshop Personnel**

Description of duties: Generally includes, but not limited to duties relating the maintenance of Plant and Equipment, inspection of vehicles and other general mechanical work.

6.8.1 Workshop Employees shall work ordinary hours between a spread of 6.00am to 6.00pm, Monday to Friday inclusive.

6.8.2 Hours of Work.

1. In addition to clause 6.1 it is agreed that the following will apply;
2. It is agreed that these hours accumulated under this clause, at overtime rates will not be paid at the time of accrual and will be taken as paid time off at a time mutually agreed with both parties and during a period when workload is reduced;
3. It is agreed that from the third Monday in October and the third Friday in March in each financial year during the term of this agreement, the workshop shall be attended to by at least one person to which this agreement is applicable between the hours of 6.00am and 4.00pm as required on normal working days;
4. It is agreed that in the event of termination of an Employee's contract or employment howsoever or for whatsoever reason, an Employee shall be paid out any accumulated time under this arrangement at overtime rates at the time of termination of their employment contract.

6.9 Rest Break

- 6.9.1 Outside Employees covered by this agreement are entitled to a paid break not exceeding 10 minutes which may be taken during the morning and will be taken between 9.00 am and 10.00 am, provided that the break shall not unnecessarily disrupt the current work activity.
- 6.9.2 The Rest Break shall be taken at the current work location.
- 6.9.3 The Shire of Denmark is a smoke free workplace and employees are not permitted to smoke within the Shire's buildings or vehicles.

6.10 On Call

Adequately skilled employees shall be available for participation in an "On Call" roster for emergency call outs.

The "On Call" roster shall have a minimum weekly rotation.

Unless specific to the duties of the position, an individual employee shall not be rostered "On Call" for more than:

- a) Two (2) successive weeks.
- b) Two (2) weeks in every six (6) weeks.

An Employee rostered "On Call" by the Employer shall be:

- a) Adequately skilled for an emergency response and shall as a minimum be a Level 4 Classification as described in Schedule A of this Agreement.
- b) Provided with a mobile telephone by the employer. The mobile telephone shall be used for emergency callout purposes only and shall be held and maintained in working order by the employee for the duration of the "On Call" roster.

The mobile telephone is intended for internal contact by an authorised officer. It is not intended that the rostered employee is exposed to routine public enquiries or becomes the Shire of Denmark contact in major emergencies.

Public contact for after hours emergencies shall continue to be through the authorised officers.

- c) Able to be contacted and immediately respond to a request by an authorised officer to attend work.

6.10.1 On Call Allowance

Where the Employee is On Call, the Employee shall be paid an On Call Allowance each day equivalent to:

- a) One hour at the Standard hourly rate for an Employee "On Call" Monday to Friday inclusive.
- b) One and one half hours at the Standard hourly rate if required to be "On Call" on a Saturday; or
- c) Two hours at the Standard hourly rate if required to be "On Call" on a Sunday or public holiday.
- d) Employees may opt to take time off in lieu of any time payable under this clause.

6.10.2 Call Out

During ordinary working hours the:

- a) Call out roster shall not apply.
- b) Responsibility for organising responses to an emergency rests with the Works Department management.

After Hours Call Out

For emergency after hours call out:

- a) The rostered employee shall be contacted by an authorised officer.
- b) Authorised officers shall be the Director of Infrastructure Services and Works Department Managers.
- c) Following agreement by the authorised officer, the rostered employee may seek additional employee(s) for assistance in responding to the emergency.

An Employee who is on call and in receipt of an "**On Call**" Allowance shall be paid at the appropriate overtime rate for time required to attend work.

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

6.10.3 Remote Response

An Employee who is in receipt of an "**On Call**" Allowance will be available to immediately:

- a) Respond to phone calls or messages.
- b) Provide advice (phone fixes).
- c) Arrange call-out of other Employees as directed.
- d) Remotely monitor and/or address issues by remote telephone and/or computer access.

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

An Employee remotely responding shall be required to maintain and provide to the Employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response.

The total overtime paid to an Employee for all time remotely responding in any day commencing from the first response shall be rounded up to the nearest 15 minutes.

7. - WAGES

7.1 The following wages will be provided to Employees covered by this Agreement:

LGIA LEVEL	WEEKLY TOTAL 1/7/16	WEEKLY TOTAL 1/7/17	WEEKLY TOTAL 1/7/18	WEEKLY TOTAL 1/7/19
1	\$869	\$891	\$913	\$936
2	\$898	\$920	\$943	\$967
3	\$934	\$957	\$981	\$1006
4	\$1044	\$1070	\$1097	\$1124
5	\$1091	\$1118	\$1146	\$1175
6	\$1123	\$1151	\$1180	\$1210
7	\$1140	\$1169	\$1198	\$1228
8	\$1216	\$1246	\$1277	\$1309
9	\$1288	\$1320	\$1353	\$1387
10	\$1390	\$1425	\$1461	\$1498
11	\$1545	\$1584	\$1624	\$1665

7.2 The following collective salary increases will apply:

7.2.1 An increase of 2.5% shall be paid to all rates as from the first pay period commencing 1 July 2017,

7.2.2 An increase of 2.5% shall be paid to all rates as from the first pay period commencing 1 July 2018, representing the first anniversary of the Agreement.

7.2.3 An increase of 2.5% shall be paid to all rates as from the first pay period commencing 1 July 2019, representing the second anniversary of the Agreement.

7.3 Superannuation

7.3.1 The Employer will make superannuation contributions of up to 14.5% of Employees 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*.

7.3.1(a) Payments made by the Employer made in excess of the amount prescribed in *Superannuation Guarantee Administration Act 1992* and the *Superannuation Guarantee Charge Act 1992* (as varied from time to time) will be contingent upon the Employee making their own contributions, and matched up to 5%.

7.3.2 Employees shall have freedom of choice over the complying fund that their superannuation contributions are paid to, providing this choice is not changed more regularly than annually.

7.3.2(a) The default fund shall be WA Super.

7.3.3 At the request of an Employee, the Employer may from time to time vary the amount of an Employee's contributions towards superannuation by way of salary sacrifice and any variation will result in a lower cash component being paid.

7.3.4 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in subclause 7.3:

- Paid leave—while the employee is on any paid leave;
- Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and the employee remains employed by the employer.

7.4 Salary Packaging

Employees may, by written agreement with the Employer, enter into a salary packaging arrangement. Any arrangement must comply with relevant taxation laws and the Employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the Employee.

7.5 Traineeships

Trainees employed under the Traineeship system shall be paid in accordance with Appendix B.

7.6 Apprentices

7.6.1 The terms of this Agreement apply to apprentices, except where otherwise provided.

7.6.2 Notice of termination and redundancy provisions do not apply to apprentices.

7.6.3 Apprentices may be engaged in trades or occupations that are declared or recognised by an apprenticeship authority. Apprenticeship authority means a State or Territory training authority with the responsibility for the apprenticeship.

7.6.4 Where a statute or regulation relating to apprentices is in force in a State or Territory, that statute or regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement.

7.6.5 An apprenticeship may be cancelled or suspended only in accordance with requirements of the apprenticeship training agreement and the requirements of the relevant State or Territory legislation.

7.6.6 The weekly minimum wage rates for apprentices are as follows:

Four year apprenticeships	
1 st year	45% of Level 4
2 nd year	60% of Level 4
3 rd year	75% of Level 4
4 th year	90% of Level 4
Three year apprenticeships	
1 st year	45% of Level 4
2 nd year	70% of Level 4
3 rd year	90% of Level 4

7.6.7 An adult apprentice shall be paid no less than Level 2.

7.7 Junior Employees

Junior Employees will be paid the following percentage of the appropriate wage rate set out in clause 7.1 as follows:

Age	% of weekly base rate of pay
Under 17 years of age	55
17 years of age	65
18 years of age	75
19 years of age	85
20 years of age	95

8. – OVERTIME

- 8.1 Overtime will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.
- 8.1.2 All time worked after twelve noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.
- 8.1.3 All time worked on a public holiday shall be paid for at the rate of double time and a half.
- 8.2 If an Employee is recalled to work overtime after leaving work shall be paid a minimum of three hours at overtime rates.
- 8.3 It is agreed that a roster system will apply to the allocation of call outs for emergency purposes.
- 8.4 By agreement, an Employee may take accrued overtime as time in lieu, at the applicable penalty rate, provided that the time in lieu shall be taken at such times as will not adversely impact the operations of the Shire or its work schedules.
- 8.5 An Employee should receive a ten hour break (or less by agreement) after completing overtime and commencing the next ordinary shift, or be paid at overtime rates until provided a break.
- 8.6 Overtime must be approved and an Employee shall work a reasonable amount of overtime, when requested, subject to where reasonably practical, reasonable notice being given, and depending upon the degree of urgency of the work necessitating the need for overtime.

- 8.7 An Employee and Employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime penalties.

9. – ANNUAL LEAVE

- 9.1 Annual leave shall accrue at the rate of 152 hours per annum (full-time equivalent).
- 9.1.1 By agreement between the Employer and an Employee, the Employee may request in writing up to 76 hours of annual leave per annum be cashed out.
- 9.2 A loading of 17.5% of salary shall be paid to Employees when taking leave.
- 9.2.1 By agreement between the Employer and an Employee, this loading may be cashed out and included as a component of the Employee's salary.
- 9.3 Payment in lieu of annual leave shall be paid on termination, payment of leave loading shall be paid on fully accrued annual leave on termination but not on pro rata leave paid out on termination.
- 9.4 Annual leave shall be taken at such a time mutually convenient to the Employer and an Employee and, unless agreed, within six months from the leave accrual date. An annual leave roster shall be implemented to ensure maximum availability of staff subject to family, religious and community obligations, to ensure the most effective delivery of services.
- 9.4.1 Employees may swap periods of annual leave with other Employees subject to approval by the Employer.
- 9.5 The Employer may require annual leave and or accrued hours to be taken during a Christmas closedown.

10. – PERSONAL AND COMPASSIONATE LEAVE

- 10.1 Paid personal leave is available to an Employee when they are absent:
- due to personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member who is sick and requires an Employee's care and support (carer's leave); or
 - for an unexpected emergency affecting the member; or
 - because of the serious illness, injury or death of an immediate family or household member (bereavement leave).
- 10.2 The amount of personal leave to which an Employee is entitled depends on how long they have worked for the Employer and shall accrue progressively throughout the year based on days worked. Personal leave shall accrue at the rate of 76 hours per annum (full time equivalent).
- 10.3 An Employee is entitled to use up to an additional two days personal leave as paid compassionate leave on any occasion on which a member of an Employee's immediate family or household:
- 10.3.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
- 10.3.2 sustains a personal injury that poses a serious threat to his or her life; or
- 10.3.3 dies.

10.4 An Employee is entitled to use up to two weeks personal leave each year to care for members of his or her immediate family or household who are sick and require care and support or for an unexpected emergency affecting the member. This entitlement is subject to an Employee being responsible for the care and support of the person concerned.

10.4.1 The entitlement to carer's or compassionate leave is subject to the person taking the leave being either a member of an Employee's immediate family or a member of an Employee's household.

10.4.2 The term immediate family includes:

- spouse or partner (including a de facto spouse) of an Employee. A de facto spouse means a person who lives with an Employee on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of an Employee or spouse of an Employee.

10.5 An Employee must, if required by the Employer, establish by production of a medical/death certificate or statutory declaration the need for personal leave.

10.6 Where an employee is absent on personal leave due to personal illness or injury for a period of three consecutive work days or more, the employee shall provide the employer with a medical certificate which states the nature of the illness or injury and the duration of the absence.

10.7 Employees shall notify their Supervisor or the Manager of their impending absence from duty before the commencement of work on the day of absence and in doing so shall provide the Supervisor or Manager details of the nature of illness or injury that necessitates the absence or any other reason that necessitates absence on personal leave.

11. – PARENTAL LEAVE

11.1 Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available to all full and part-time Employees who have been employed for a 12 month period or more immediately preceding the commencement of the leave.

11.1.1 Maternity Leave is available to an Employee giving birth to a child.

11.1.2 Paternity Leave is available to an Employee that is the spouse of a person giving birth to a child.

11.2.3 Adoption Leave is available to an Employee adopting a child.

11.3 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.

11.4 An Employee may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 52-week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Employee's spouse. Paternity Leave cannot normally be taken while the Employee's spouse is on maternity leave.

- 11.5 Employee's returning from periods of Parental Leave are entitled to the same position held by them immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.
- 11.6 Parental Leave will be provided in accordance with the National Employment Standards.

12. – PUBLIC HOLIDAYS

- 12.1 Employees shall be entitled to the public holidays of New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day; and Western Australia Day.
- 12.2 Two additional days in lieu are available per annum to each Employee. The days in lieu are to be taken in the year in which they fall due and at the convenience of the Employer, which will generally be predominantly the same day for 'work teams'.
- 12.3 Public holidays are not absorbed against annual leave taken, but represent an additional day.
- 12.4 Arrangements may be made for a paid shut down between Christmas Eve and the day after New Year's Day and/or the week between Easter Friday and the following Friday, which will include the two days in lieu and deferred days off or accumulated time under the hour's clause, if mutually agreed.

13. – JURY AND WITNESS ATTENDANCE

Where the Employer receives a formal summons for attendance of an Employee for jury service or as a witness, they shall release such Employee without loss of pay. Any payments, other than those made for travel or sustenance or accommodation, made to a summonsed Employee shall be reimbursed to the Employer.

14. – CLOTHING ISSUE

The Employer shall provide protective clothing to each Employee without charge as follows:

- 4 shirts per annum;
- 4 Shorts or trousers or overalls per annum;
- Boots on an as required basis, subject to the return of the damaged boots;
- Winter jacket or 1 jumper or 2 windcheaters per annum;
- Wet weather gear on an as required basis;
- Broad brimmed hats;
- 30+ sun screen;
- Sunglasses to suit diverse fitting needs; and
- 4 pairs work socks per annum.

In the case of boots and wet weather gear, before replacements are issued, the used items must be returned to the Works Supervisor.

15. – INCLEMENT WEATHER

An Employee shall be entitled to payment of wages and allowances for any time loss through inclement weather.

- 15.1. An Employee shall be entitled to payment of wages and allowances for any time lost through inclement weather as defined in 15.7 below.
- 15.2. An Employee (or their representative) shall have the right to confer with the Employer to seek a declaration from the latter that inclement weather prevails or that rest period should be allowed.
- 15.3. Subject to clause 22 - Dispute Settlement Procedures, following such conference the decision as to whether inclement weather applies or whether rest periods should be allowed in any particular situation shall be made by the Employer or his representative.
- 15.4. Under conditions of high temperatures short of those falling within the definition of inclement weather, Employees should be entitled to a slower than normal pace of work and/or reasonable rest periods. The Employer should carry a thermometer to decide, in the light of instructions from the Employer on the nature and the circumstances of heat stress, whether a slower pace of work and/or rest periods are warranted. The Employer should have special regard to the state of health of particular individuals and to those not reasonably acclimatised to work under hot or cold conditions.
- 15.5. Wherever practicable, the Employer shall provide suitable shelter against extreme heat, cold or rain.
- 15.6. When plant (tractors, loaders, graders, utes etc.) and other operations vehicles (such as trucks) are replaced, the Employer will have air conditioning installed in them.
- 15.7. "Inclement weather" shall mean the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

An employee can, if it's determined through the Shire's hazard identification and risk assessment process that they may be exposed to unmanageable risks involved with working in inclement weather, have the right to confer with their Supervisor/Manager or OSH representative regarding the continuation of the current task or if required, and at the direction of the Supervisor/Manager be redeployed to alternative duties to minimize exposure to inclement weather.

Employees' and the Shire's duty of care should be at the forefront at all times.

Employees are required to take reasonable care to ensure their own safety and health at work.

All levels of exposure to all weather conditions including inclement weather should be part of the Job Safety Analysis (JSA) process and relevant control measures identified and adhered to, to reduce employee exposure.

The Shire continues to commit to the provision of protective clothing and personal protective equipment (PPE) to assist employees reduce exposure to all weather conditions including inclement weather.

In a case of an agreed inclement weather event, the employees and Shire will ensure that the terminating worksite be made safe.

16. – GRAVE DIGGING ALLOWANCE

Any Employee who is required to be actively engaged in the digging or reopening of a grave shall receive the following allowance:

- 16.1 Employee engaged in the re-opening of a grave for additional internment \$50 per person (maximum 2 people) or;
- 16.2 Employee engaged in the re-opening of a grave for exhumation \$150 per person (maximum 2 people).

17. – MAJOR PLANT AND EQUIPMENT PURCHASING

When it is intended to replace major plant and equipment, the Employer shall consult with the Employees whom are the normal or intended operators of that equipment. The parties acknowledge that from an operational and occupational health and safety perspective it is valuable to have these Employees comment on the brief or specification of the proposed equipment to determine suitability.

18. – TOOL ALLOWANCE – TRADEPERSONS AND APPRENTICES

- 18.1 Where the employer requires a tradesperson or an apprentice tradesperson to supply and maintain tools ordinarily required by the employee in the performance of their duties as a tradesperson, the employee will be paid an additional weekly amount as prescribed from time to time in the Local Government Industry Award 2010.
- 18.2 This provision will not apply where the employer provides the tradesperson or apprentice with the required tools or while employees are absent from work.

19. – TOOLS

All tools, other than those usually provided by a tradesman or an apprentice, reasonably required by an Employee in the performance of his/her work shall be provided by the Employer. Such tools shall remain the property of the Employer.

20. – LEADING HAND ALLOWANCE

An employee at Level 3, 4 or 5 who is required by the employer to supervise other employees will be paid an allowance in addition to their classification rate of pay as prescribed from time to time in the Local Government Industry Award 2010.

NOTE: The Level 1 and Level 2 classifications do not involve the supervision of other employees.

21. – ADVERSE WORKING CONDITIONS ALLOWANCE

Outdoor operational and trade Employees engaged in Levels 1 to 5 of this Agreement shall be paid an additional hourly allowance for all time worked by direction under adverse, unpleasant, obnoxious or objectionable conditions as defined below.

An Employee shall be paid an additional hourly allowance for each hour worked under adverse working conditions as prescribed from time to time in the Local Government Industry Award 2010.

Adverse working conditions definition;

Level 1 Working Conditions

Level 1 Working Conditions allowance compensates for the nature of moderately obnoxious, offensive or dirty working conditions, which typically include:

- Working in confined or cramped spaces;
- Working in wet places;
- Working in adverse climatic conditions;
- Cleaning of public toilets and animal shelters;
- Operating mechanical and pneumatic equipment;
- Use of herbicides, insecticides and/or other poisonous or toxic substances;
- Collection, removal and/or disposal of non-putrescible waste;
- Collection, removal and/or disposal of putrescible waste by mechanical means;
- Working in the open at landfills and quarries.

Putrescible waste is organic material which is in a rotten or decomposing state, the best examples being food waste, rotting carcasses and excrement. The waste is normally able to rot quickly enough to cause odours and attract flies.

Level 2 Working Conditions

Level 2 Working Conditions allowance compensates for the nature of highly obnoxious, offensive or dirty work, which typically includes:

- Clearing of sewer chokes;
- Maintenance and/or repair of sewerage equipment;
- Cleaning septic tanks, septic closets and/or chemical closets by mechanical means;
- Collection, removal and/or disposal of putrescibles waste by other than by mechanical means;
- Working at waste depots, waste collection and/or waste transfer stations (other than Employees engaged in gardening and/or lawn maintenance and Employees engaged to work in enclosed weighbridges);
- Employees engaged in the collection, removal and/or disposal of, sludge from cess pits and/or grease traps.

An Employer may make an average payment equivalent to an agreed number of hours per week, where the Employee is regularly required to work under adverse working conditions.

Adverse working conditions allowances are not payable during periods of leave.

22. – TRAVELLING EXPENSE REIMBURSEMENT

- 22.1 The Employer shall reimburse all reasonable travelling expenses incurred where an Employee is requested and authorised to use his/her own motor vehicle in the course of his/her duties in accordance with Council Policy.
- 22.2 Where an Employee is required to report for work at a location other than his/her normal location, travelling expenses shall be paid for the distance that the journey exceeds the distance the Employee normally travels to and from work.

23. – RELIEVING AND HIGHER DUTIES

An employee directed or appointed to relieve in a higher-level position where the employee is required to perform the substantive functions of the role for more than one day will be paid at the higher rate of pay provided that higher duties will not be paid when the relieving employee is absent on leave or on a public holiday.

Further provided that where an employee performs higher duties and is in receipt of a higher hourly ordinary time rate of pay for three (3) continuous months or more immediately prior to commencing a period of paid annual leave or paid personal/carer's leave the leave shall be paid at the higher hourly ordinary time rate of pay.

The amount of annual leave or personal/carer's leave that is paid at the higher hourly ordinary time rate of pay shall be proportional to the amount of annual leave or personal/carer's leave accrued whilst performing the higher duties work.

24. – ORGANISATIONAL POLICIES AND PROCEDURES

The Employer shall ensure that all policies and procedures are communicated in writing to Employees. Employees shall familiarise themselves with and abide by all of Shire of Denmark's Code of Conduct, rules, regulations and policies as may be current from time to time.

25. – TERMINATION OF EMPLOYMENT

- 25.1 The Employer may end the employment of an Employee by giving them written notice. An Employee may resign from employment by giving notice to the Employer. The amount of notice required to be given by the Employer and Employee is based upon the period of continuous employment as follows:

Period of continuous service	Period of notice
Up to 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 25.1.1 For the purposes of ending employment, this period of notice is increased by one week if an Employee is over 45 years old and has completed at least two years continuous service with the Employer. The Employer may, instead of giving notice, pay an Employee wages equivalent to the required period of notice.

- 25.1.2 Notwithstanding the above notice periods required of the Employee, the Employer may agree to a lesser period if agreeable to the Employer.
- 25.2 For a new Employee during a probationary period, either the Employer or an Employee may terminate the employment relationship with the giving of one week's notice, or payment of one week's salary in lieu of notice.
- 25.3 The Employer may end the employment of an Employee without notice if an Employee's conduct is considered to be gross misconduct, dangerous or grossly unsuitable for their employment. Similarly, an Employee may end their employment without notice if the Employer's conduct is considered to be negligent, dangerous or grossly unsuitable for their employment.
- 25.4 If at any time an Employee is charged with any criminal offence, or in such other serious matter as determined by the CEO, the Employer may suspend an Employee from duty on full ordinary pay while the matter is investigated, if deemed necessary by Employer. It is noted that the Employer will endeavour to provide access to appropriate support services and counselling services to assist an Employee at this time, if they can be arranged through the Employer without a direct cost to the Employer.

26. – REDUNDANCY

- 26.1 Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job an Employee has been doing, done by anyone and that decision leads to the termination of employment of an Employee, except where this is due to the ordinary and customary turnover of labour.
- 26.2 In addition to the period of notice required for ordinary termination an Employee whose employment is terminated by reason of redundancy must be paid severance pay equivalent to three weeks pay for every year of completed service, to a maximum of 52 weeks.
- 26.2.1 Affected Employees will be offered redeployment to other positions within the organisation. Where an Employee is redeployed to a lower classified position, an Employee shall have the classification at which they were on at the time of the redeployment, maintained for a 12 month period from the time of redeployment. An Employee whose position is made redundant will be offered all necessary and reasonable training to effect a successful transition. At the expiration of this period, if no suitable position within the organisation can be found, an Employee may elect a redundancy package in accordance with the provisions hereof.
- 26.2.2 Employees that choose not to accept "Redeployment within the Organisation" will in accordance with this provision be entitled to a "Redundancy Severance Benefits" package in accordance with the provisions hereof.
- 26.2.3 By consultation between the parties the opening of career paths retraining and redeployment within the Shire of Denmark will be the primary strategies used to ensure employment security.
- 26.2.4 The Shire of Denmark will consult with Employees likely to be affected by any proposed change as to the need for and/or reason for the change and no definite decision will be made until this process has been followed.
- 26.2.5 Where the Shire of Denmark has made a definite decision that it no longer wishes the job an Employee has been doing to be done by anyone, 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 Employees directly affected and with any nominated representative.

- 26.2.6 The discussions shall take place as soon, as is practicable after the Employer has made a definite decision that will invoke the provisions of 26.2.4 and shall hold discussions with Employees.
- 26.2.7 For the purposes of the discussions the Shire of Denmark shall as soon as practicable provide in writing to Employees concerned 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 employees normally Employed and the period over which the terminations are likely to be carried out. Provided that any Employer shall not be required to disclose confidential information, the disclosure of which would be harmful to the Employer's interest.

27. - DISPUTES RESOLUTION PROCEDURE

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

- 27.1 in the first instance by discussions between an Employee or Employees concerned and the relevant supervisor; and
- 27.2 if after two weeks such discussions do not resolve the dispute, discussions between an Employee or Employees concerned and more senior levels of management (as appropriate); and
- 27.3 a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute if the matter is not resolved in four weeks; and
- 27.4 if a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Australian Industrial Relations Commission/Fair Work Australia (the Commission) for resolution by mediation and/or arbitration;
- 27.5 if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- 27.6 it is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

28 - CONSULTATION ABOUT CHANGE

Consultation Procedure

(1) This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change(2) For changes referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (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.
- (5) As soon as practicable after making its decision, the employer must:
- and
- (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;
 - (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (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.

Change to regular roster or ordinary hours of work (10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) hours of work subclauses (8.3) and (8.5) of this agreement (11) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

29. – FLEXIBILITY TERM (regulation 2.08)

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

30. - SIGNATORIES TO AGREEMENT

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

Signatures:

For Shire of Denmark

Signature

Date

Name in full (printed):

Position

Witnessed by:

Signature

Date

Witness name in full (printed):

Witness address:

And Employee Representative Committee:

Signature

Date

Name in full (printed):

Witnessed by:

Signature

Date

Witness Name in full (printed):

Witness address:

APPENDIX A – CLASSIFICATION LEVELS

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

Level 1 – (87.5% relativity)

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

- A1.1 Authority and accountability:** Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
- A1.2 Judgement and problem solving:** Judgement is minimal and work activities include routine and clearly defined work which is coordinated by other Employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
- A1.3 Specialist knowledge and skills:** Job specific knowledge and skill are obtained through on-the-job training and workplace based induction training.
- A1.4 Management skills:** Not required at this Level.
- A1.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.
- A1.6 Qualifications and experience:** An Employee in this Level will have commenced on-the-job training, which may include an induction course.

LEVEL 2 (92.5% relativity)

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

- A2.1 Authority and accountability:** Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
- A2.2 Judgement and problem solving:** Judgement is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.
- A2.3 Specialist knowledge and skills:** Obtained through on-the-job training and workplace induction training. Off-the-job training which may include accredited short courses.
- A2.4 Management skills:** not required at this Level.
- A2.5 Interpersonal skills:** Limited to basic communications with other staff and possibly with the public.

A2.6 Qualifications and experience: Completion of Year 10 and/or an appropriate labour market program or similar work/skills.

LEVEL 3 (96% relativity)

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

A3.1 Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower Levels.

A3.2 Judgement and problem solving: Personal judgement is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

A3.3 Specialist knowledge and skills: Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.

A3.4 Management skills: Not required at this Level.

A3.5 Interpersonal skills: Positions at this level require communication skills to enable them to effectively communicate with clients, other Employees and members of the public and in the resolution of minor matters.

A3.6 Qualifications and experience: Qualifications or relevant experience commensurate with the requirements of work in this Level, which may be acquired through a Certificate II or a 'non-trades' Certificate III, however described.

LEVEL 4 (100% relativity)

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

A4.1 Authority and accountability: Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to Employees of the same or lower Levels. Responsible for leading Employees in operational duties or the application of trades, administrative or technical skills.

A4.2 Judgement and problem solving: The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.

A4.3 Specialist knowledge and skills: Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, commensurate to the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

- A4.4 Management skills:** Provide Employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Positions may lead small groups of Employees at the 'work face'.
- A4.5 Interpersonal skills:** Positions at this level require effective communication skills to enable them to communicate with clients, other Employees and members of the public and in the resolution of routine and usual matters.
- A4.6 Qualifications and experience:** Qualifications or relevant experience commensurate with the requirements of work in this Level which may be acquired through:
- (a) Trade Certificate or equivalent;
 - (b) Completion of accredited/industry based training courses equivalent to a Certificate IV (non-trade);
 - (c) Knowledge and skills gained through on-the-job training.

LEVEL 5 (110% relativity)

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

- A5.1 Authority and accountability:** The exercise of discretion within standard practices and processes and may exercise high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised Employees or groups of Employees.
- A5.2 Judgement and problem solving:** Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
- A5.3 Specialist knowledge and skills:** Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programmes or on-the-job training.
- A5.4 Management skills:** May require skills in co-ordinating a team of Employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of Employees at the 'work face'.
- A5.5 Interpersonal skills:** Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconcile different points of view.
- A5.6 Qualifications and experience:** Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications which may include:
- (a) post-trade certificate and/or other post-secondary qualification below diploma or degree;
or
 - (b) extensive knowledge and skill gained through on-the-job training commensurate with the requirements of the work in this Level.

LEVEL 6 (120% relativity)

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

- A6.1 Authority and accountability:** May be responsible to provide a specialised/technical service and to complete work with elements of complexity. May make internal and external recommendations which represent the Employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
- A6.2 Judgement and problem solving:** Judgement and problem solving are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches, some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
- A6.3 Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
- A6.4 Management skills:** May provide higher level supervision of groups of operational, administrative, trades or technical Employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
- A6.5 Interpersonal skills:** Skills to communicate with Employees in lower Levels and the public. Employees in this Level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
- A6.6 Qualifications and experience:** Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:
- (a) diploma or advanced diploma; or
 - (b) appropriate in-house training or equivalent.

LEVEL 7 (130% relativity)

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

- A7.1 Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other Employees. May work with a team of Employees requiring the review and approval of more complex elements of the work.
- A7.2 Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the Employer's internal sources, and assistance is usually available from other professional and/or specialist technical Employees in the work area.
- A7.3 Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

- A7.4 Management skills:** May manage minor projects involving Employees in lower Levels and other resources.
- A7.5 Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
- A7.6 Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.

LEVEL 8 (145% relativity)

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

- A8.1 Authority and accountability:** Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- A8.2 Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
- A8.3 Specialist knowledge and skills:** Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
- A8.4 Management skills:** May manage more complex projects involving people and other resources.
- A8.5 Interpersonal skills:** Interpersonal skills in leading and motivating Employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- A8.6 Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

LEVEL 9 (160% relativity)

Level 9 covers senior and experienced professionals undertaking duties and responsibilities in excess of Level 8. Positions at this Level involve key specialists in a specific field and undertake a management function.

- A9.1 Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the Employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the Employer and have significant impact upon external parties dealing with the Employer. The position's influence would have an important role in the overall performance of the function.

- A9.2 Judgement and problem solving:** Positions would have a high level of independence and would determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the Employer in the resolution of problems.
- A9.3 Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the Employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- A9.4 Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.
- A9.5 Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the Employer and to liaise with external bodies.
- A9.6 Qualifications and experience:** Positions will have a relevant degree or equivalent with extensive practical experience.

LEVEL 10 (180% relativity)

Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.

- A10.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.
- A10.2 Judgement and problem solving:** Resolution of problems, which requires analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A10.3 Specialist knowledge and skills:** Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
- A10.4 Management skills:** Application of developed management skills to establish and/or monitor goals and objectives. Manage Employees, budgets, work programs or major projects of the Employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A10.5 Interpersonal skills:** Positions at this Level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Employer and to resolve conflict.
- A10.6 Qualifications and experience:** Positions require a relevant degree or equivalent and management experience.

LEVEL 11 (210% relativity)

Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10.

- A11.1 Authority and accountability:** Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
- A11.2 Judgement and problem solving:** Resolution of problems, which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
- A11.3 Specialist knowledge and skills:** Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.
- A11.4 Management skills:** Application of highly developed management skills to establish and/or monitor goals and objectives. Manage Employees, budgets, work programs or major projects of the Employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
- A11.5 Interpersonal skills:** Positions at this Level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the Employer and to resolve complex conflict situations.
- A11.6 Qualifications and experience:** Positions require a relevant degree or equivalent and significant management experience.

APPENDIX B – NATIONAL TRAINING WAGE

[Varied by PR998004, PR509135, PR522966; PR536769, PR545787, PR551692, PR566784, PR579893, PR592206]

E.1 Title

This is the *National Training Wage Schedule*.

E.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

relevant State or Territory training authority means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State or Territory training

authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

year 10 includes any year before Year 10

E.3 Coverage

E.3.1 Subject to clauses E.3.2 to E.3.6 of this schedule, this schedule applies in respect of an employee covered by this award who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix E1 to this schedule or by clause E.5.4 of this schedule.

E.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix E1 to this schedule.

E.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

E.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.

E.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this award dealing with traineeships, the other terms and conditions of this award prevail.

E.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

E.4 Types of Traineeship

The following types of traineeship are available under this schedule:

E.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and

E.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

E.5 Minimum Wages

[E.5 substituted by PR998004, PR509135, PR522966, PR536769, PR551692, PR566784, PR579893, PR592206 ppc 01Jul17]

E.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	312.20	343.80	409.60
Plus 1 year out of school	343.80	409.60	476.60
Plus 2 years out of school	409.60	476.60	554.70
Plus 3 years out of school	476.60	554.70	635.10
Plus 4 years out of school	554.70	635.10	
Plus 5 or more years out of school	635.10		

(b) Wage Level B

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	458.40
Plus 2 years out of school	398.50	458.40	537.60
Plus 3 years out of school	458.40	537.60	613.20
Plus 4 years out of school	537.60	613.20	
Plus 5 or more years out of school	613.20		

(c) Wage Level C

Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	312.20	343.80	398.50
Plus 1 year out of school	343.80	398.50	448.60
Plus 2 years out of school	398.50	448.60	501.20
Plus 3 years out of school	448.60	501.20	558.40
Plus 4 years out of school	501.20	558.40	
Plus 5 or more years out of school	558.40		

(d) AQF Certificate Level IV traineeships

(i) Subject to clause E.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clause E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	659.60	685.10
Wage Level B	636.30	660.80
Wage Level C	579.10	601.00

E.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.27	11.32	13.48
Plus 1 year out of school	11.32	13.48	15.69
Plus 2 years out of school	13.48	15.69	18.24
Plus 3 years out of school	15.69	18.24	20.88
Plus 4 years out of school	18.24	20.88	
Plus 5 or more years out of school	20.88		

(b) Wage Level B

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	15.08
Plus 2 years out of school	13.12	15.08	17.70
Plus 3 years out of school	15.08	17.70	20.18
Plus 4 years out of school	17.70	20.18	
Plus 5 or more years out of school	20.18		

(c) Wage Level C

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C by Appendix E1 are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per hour	per hour	per hour
	\$	\$	\$
School leaver	10.27	11.32	13.12
Plus 1 year out of school	11.32	13.12	14.75
Plus 2 years out of school	13.12	14.75	16.48
Plus 3 years out of school	14.75	16.48	18.37
Plus 4 years out of school	16.48	18.37	
Plus 5 or more years out of school	18.37		

(d) School-based traineeships

Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix E1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
10.27	11.32

(e) AQF Certificate Level IV traineeships

(i) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

(ii) Subject to clauses E.5.2(f) and E.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	21.69	22.54
Wage Level B	20.91	21.72
Wage Level C	19.05	19.78

(f) Calculating the actual minimum wage

(i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.

(ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule applies to each ordinary hour worked by the trainee.

(iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses E.5.2(a)–(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

E.5.3 Other minimum wage provisions

(a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.

(b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

E.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I–III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix E1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I–III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

E.6 Employment conditions

E.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this award apply.

E.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.

E.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.

[Note inserted by PR545787 ppc 01Jan14]

Note: The time to be included for the purpose of calculating the wages for part-time trainees whose approved training is fully off-the-job is determined by clause E.5.2(f)(ii) and not by this clause.

E.6.4 Subject to clause E.3.5 of this schedule, all other terms and conditions of this award apply to a trainee unless specifically varied by this schedule.