



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Shire of Broomehill-Tambellup
(AG2019/4201)

SHIRE OF BROOMEHILL-TAMBELLUP ADMINISTRATION EMPLOYEES' ENTERPRISE AGREEMENT 2019

Local government administration

DEPUTY PRESIDENT COLMAN

MELBOURNE, 29 NOVEMBER 2019

Application for approval of the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019

[1] The Shire of Broomehill-Tambellup has made an application for approval of an enterprise agreement known as the *Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement was approved on 29 November 2019 and, in accordance with s 54, will operate from 6 December 2019. The nominal expiry date of the Agreement is 29 November 2023.



DEPUTY PRESIDENT

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Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/4201 - Application for approval of the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019

Applicant:

Shire of Broomehill - Tambellup

Undertaking- section 190

I, Keith Brett Williams, CEO of Shire of Broomehill-Tambellup give the following undertakings with respect to the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by the Shire of Broomehill-Tambellup to provide this undertaking in relation to this application before the Fair Work Commission.
2. I give the undertaking that clause 4 of the Agreement will be interpreted to mean that the Agreement will take effect 7 days after approval and will remain in place for four years with expiry four years from the date of approval.
3. The Shire of Broomehill-Tambellup provide the following undertaking in relation to employees engaged at level 1, 2 or 3. The rate of pay that will apply to these employees is the applicable Local Government Industry Award 2010 (the "Award") rate plus 2% once the Agreement is approved. They will then receive the increases stipulated in the Agreement.
4. The Shire of Broomehill-Tambellup undertake to provide the safety net statement under the table in Clause 10 to all employees including those employed at level 1,2 and 3. The safety net statement is: *"If at any time the rate an Employee receives under this Agreement falls below the applicable Award rate than the Award rate will apply."*

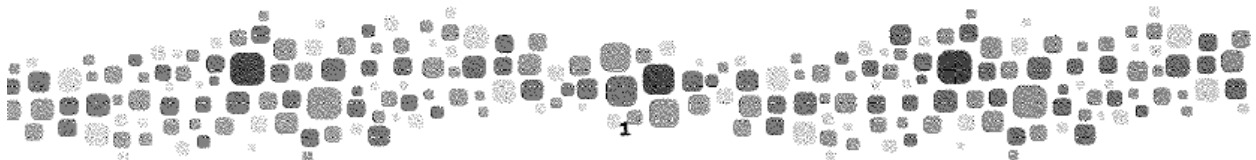
Employer name: SHIRE OF BROOMEHILL-TAMBELLUP

Authority to sign: CHIEF EXECUTIVE OFFICER

Signature:



Date: 25 NOVEMBER 2019



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



Shire of Broomehill-Tambellup

Administration

Employees' Enterprise Agreement

2019

1. TITLE

This Enterprise Agreement shall be known as the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019

2. ARRANGEMENTS

1.	Title	16.	Occupational Health Welfare & Safety
2.	Arrangement	17.	Equal Opportunity
3.	Parties and Application	18.	Attendance as a Witness to Tribunals and Courts
4.	Commencement and Period of Operations	19.	Personal Leave & Domestic Violence Leave
5.	Agreement Objective	20.	Public Holidays
6.	Consultative Process	21.	Meal Breaks and Rest Periods
7.	Commitment to Change	22.	Annual Leave
8.	Full Time, Part Time and Casual Employees	23.	Long Service Leave Benefit
9.	Workplace Efficiencies and Employee Opportunities.	24.	Variations
10.	Wage Increases	25.	Flexibility Clause
11.	Allowances	26.	Payout of Annual Leave
12.	Sick Leave Benefit	27.	Parental Leave
13.	Dispute Settlement Procedure	28.	Mayor Change Consultation
14.	Termination of Employment	29.	No Further Claims
15.	Community Engagement		

3. PARTIES AND APPLICATION

3.1 The Shire of Broomehill-Tambellup ("Employer") and

All administration employees, excluding Senior Employees as defined by clause 5.37 of the Local Government Act 1995 (WA), and Employees covered by the enterprise agreement that applies to the Operations Employees ("Employees").

3.2 This Agreement shall be read in conjunction with the National Employment Standards contained within the *Fair Work Act 2009* (the "Act").

3.3 Any subject matter not covered within this Agreement shall be dealt with in accordance with the *Local Government Industry Award 2010* (the "Award")

as varied from time to time and where there is any inconsistency between the Agreement and the Award then the Agreement prevails. This Agreement supersedes all previous Agreements that may have been in place.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION OF AGREEMENT

This Agreement shall operate on, and from the beginning of the first pay period to commence seven days after approval from the Fair Work Commission and shall remain in force for a period of four (4) years.

5. AGREEMENT OBJECTIVE

The fundamental objective of this Agreement is to create a framework consistent with the intent of the parties to achieve the following goals:

- 5.1** Create an environment where individuals work as a team to coordinate their efforts and become an efficient group.
- 5.2** Build openness, trust and open communications that delivers positive Employee relations benefits to all participants.
- 5.3** Recognise individually and collectively the responsibility to respect and care for the environment in which work is performed.
- 5.4** Compliance by the Employer and Employees with their statutory occupational health and safety obligations to prevent accidents and workplace injuries.

6. CONSULTATIVE COMMITTEE PROCESS

- 6.1** A Consultative Committee shall be established comprising of two management and two elected workforce representatives for issues relating to this Agreement.
- 6.2** The Committee shall meet not less than twice per year unless otherwise agreed, to:
 - 6.2.1** Oversee the successful implementation of the terms of this Agreement.
 - 6.2.2** Develop further the prospects for improved performance.
- 6.3** The Committee shall consider a broad agenda of issues.

- 6.4** Any dispute arising from matters under consideration by the consultative committee shall be dealt with in accordance with the Dispute Settlement Procedure.

7. COMMITMENT TO CHANGE

- 7.1** The parties agree to a commitment to change by establishing work practices aimed at increasing productivity and efficiency in the workplace.

- 7.2** This commitment includes but is not limited to:

- the introduction of new equipment to improve the efficiency of all administrative services;
- annual review of equipment, methods and procedures in place to maximise opportunities for efficiency and business growth;
- flexibility in working hours;
- acceptance of new technologies which lead to a greater understanding of the requirements and characteristics of the business / services provided;
- the recording of any information ultimately requested by the Employer, which will benefit the business and services, provided to customers;
- multi-skilling is viewed by both parties as an essential aspect of working in a team situation where a multitude of tasks need to be performed and as such shall be adopted wherever it is beneficial to the services provided; and
- an acceptance to carry out any alternative duties within the skill base and the classification level of the Employee.

8. FULL TIME, PART TIME AND CASUAL EMPLOYEES

- 8.1.** A full time Employee shall mean an Employee who is engaged to work a minimum of 38 hours per week on average over 52 weeks of employment.

8.2 PART-TIME EMPLOYEES

8.2.1 A "part-time Employee" shall mean an Employee who works regularly from week to week for less than the 38 standard ordinary hours in any week.

8.2.2 Payment for leave such as annual leave, personal/carer's leave and compassionate leave shall be on the basis of the ordinary hours worked by a part time Employee proportional to the hours of a full time Employee.

8.3 CASUAL EMPLOYEES

8.3.1 A casual Employee shall mean an Employee who is engaged and paid as such and, except as otherwise provided for in this Agreement; such Employee shall be paid the ordinary hourly rate prescribed for the classification of work performed with the addition of 25%.

9. WORK PLACE EFFICIENCIES AND EMPLOYEE OPPORTUNITIES

9.1 Training

The Employer shall pay any costs associated with standard fees and textbooks for prescribed courses incurred in connection with the undertaking of training approved by the Employer.

The Employer shall reimburse travel costs incurred by an Employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work.

9.2 In House Training

The Employer recognises the need for the multi-skilling ability of the members of the Administration Employees and Supervisory Employees. In house training by the team members will be undertaken in times of need to suit individual requirements. In low season times all members will undertake general training. The appropriate team members will give this training. A record of all training undertaken will be kept on the personnel file.

9.3 Vacancy Assessment

Should a vacancy occur the Chief Executive Officer will assess opportunities for career progression or re-organisation prior to a vacancy being posted. It may be after this process takes place that a different position is advertised.

9.4 Vacancy Advertisement

As far as practicable, and in compliance with the *Local Government Act 1995*, at the discretion of the Chief Executive Officer, all staff vacancies will be advertised internally and an internal appointment sought prior to external advertising of vacancies in the Employer's operations.

9.5 Skills Development

Where an Employee has been given the opportunity to learn new skills through a "hands on" training program as a result of a full-time vacancy arising, an appropriate skills development time frame will be negotiated. At the end of this period Employees will be given the opportunity to enter into a classification review provided that the new skills are outside of the existing classification level and the Employer has an existing establishment position available.

9.6 Higher Duties

Higher duties shall be paid in accordance with the Award when a competent and appropriately skilled Employee is appointed by the CEO to fill a short-term vacancy.

9.7 Skills Development for Potential Employees

On occasion when the Employer has not been able to attract potential Employees with appropriate skills but has received expressions of interest from Employees with some skills, the Employer may engage those potential Employees on their lower level to gain experience before moving them to the role's level when they can competently perform all the tasks required. This would normally be expected within 6 months of performing the role.

10. WAGE INCREASE AND BENEFITS FOR THE DURATION OF THIS AGREEMENT

10.1 Wages Increase

The wage increases in the Agreement are stipulated in the table below:

Upon approval by the FWC	2.0%
12-month anniversary of approval	2.2%
24-month anniversary of approval	2.5%
36-month anniversary of approval	2.7%

If at any time the rate an Employee receives under this Agreement falls below the applicable Award rate than the Award rate will apply.

10.2 Rent Allowance

Housing/Rent Allowance has previously been rolled into the hourly rate of pay and is no longer separated or identified.

10.3 Drivers Licences

On provision of documentation the Employer will pay for the renewal of the Employee's driver's licence. The period of payment will only cover one year in any one-year period.

11. SPECIAL ALLOWANCES

The Award makes particular arrangements for special payments and allowances for Fares and Travelling Time, Higher Duties, Special Rates functions, Meals, Vehicle Usage and Protective Clothing which are encapsulated into this Agreement, as varied from time to time

12. PERSONAL LEAVE BENEFIT

The following proposal is continued on from the previous agreement's sick leave benefit and has been developed to reward the Employer's permanent workforce who, by their continued presence on a day to day basis, contribute to the smooth running of routine tasks by providing the person power and expertise without exploiting sick/personal leave provisions and thereby the good will of fellow workers united commitment to team objectives.

The scheme provides for a graduated paid out entitlement upon termination on all grounds except summary dismissal for serious misconduct of their unused sick/personal leave as per the following model:

<u>Unused Sick Leave</u>	<u>Entitlement</u>
1 - 200 hours	30%
201 - 400 hours	50%
401 - 600 hours	70%
601 hours +	90%

On resignation, retirement or redundancy, an Employee is entitled to a bonus in accordance with the following formula:

$$(LR - LC) \times EP \times RP$$

Where

LR = Sick leave entitlement on resignation/retirement

LC = Sick leave entitlement at the commencement of the scheme

EP = Entitlement percentage

RP = Hourly rate of pay at resignation/retirement

The proposal only pays out for sick leave accumulated in addition to the balance at the start of the scheme in the previous agreement and so does not create any sudden liability for the Employer. Past good performance is recognised by the credits helping to put up the entitlement percentage. The Employer will provide yearly statements for distribution to the Employees that detail entitlements in accordance with this clause.

EXAMPLES

EXAMPLE 1

JB employed since 1986. At commencement of scheme he had 650 hours accrued sick leave. He resigned in 2006 with 860 hours accrued, and a rate of pay of \$18.62pr/hour.

$$\begin{aligned} \text{Bonus} &= (860 - 650) \times 90\% \times \$18.62 \\ &= 210 \times 90\% \times \$18.62 \\ &= \$3,519.00 \end{aligned}$$

EXAMPLE 2

RT employed since 1989. At commencement of scheme she had 320 hours accrued. She resigns in 2004 with 740 hours accrued, and a rate of pay of \$16.00.

$$\begin{aligned} \text{Bonus} &= (740 - 320) \times 80\% \times \$16.00 \\ &= \$4,704.00 \end{aligned}$$

13. DISPUTES SETTLEMENT PROCEDURE

If there is a dispute about the application of this Agreement or about any matter arising under the National Employment Standards, then the following dispute resolution process will apply, during which time work will continue in accordance with the reasonable direction of the Employer.

Subject to agreement between the Employee and Employer, any steps in this dispute resolution procedure may be bypassed. The procedure for resolution of disputes is as follows:

Stage 1

- (a) The affected Employee(s) shall raise the matter verbally with their immediate supervisor.
- (b) The immediate supervisor shall act and respond within five (5) working days to the Employee (s) matter.

Stage 2

- (c) If the matter cannot be resolved at this level then the Employee shall be entitled to refer the matter to the Chief Executive Officer or their authorised representative.
- (d) The Chief Executive Officer or their authorised representative shall respond within seven (7) calendar days to the Employee(s) matter.

Stage 3

- (e) Where the Employee(s) matter is not resolved at Stage 1 or Stage 2 then the Employee(s) shall be able to refer the matter to Fair Work Commission for Mediation and / or Conciliation and Arbitration.

Stage 4

- (f) Where an Employee(s) matter has been referred under Stage 3 and mediation has not been successful then the Employer and the Employees involved in the dispute accept that the matter can be referred to the Fair Work Commission for Conciliation and or Arbitration.
- (g) At any Stage from Stage 2 onward Employee(s) may choose a representative to assist and advocate their matter with the Employer. Such representative shall be entitled to be present at any meetings involving the matter raised by

the Employee(s) and shall have adequate time to consult with affected Employee(s).

- (h) Where one or more parties to this Agreement request documentation and recording relevant to the matter(s) raised by the Employee(s) under this clause then such records shall be produced and maintained and provided to all parties.

Stage 5 - Fair Work Commission

The Fair Work Commission may deal with the dispute in 2 stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

A decision that the Fair Work Commission makes will be final and appeals are not permitted.

Stage 6 - Ongoing Work Productivity

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

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

14 TERMINATION OF EMPLOYMENT

14.1 Notice of Termination

14.1.1 The period of notice to be given by the Employer to a full-time or regular part-time Employee to terminate the contract of service shall be:

Employee's period of continuous service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

14.1.2 In addition to the notice in 14.1.1 Employees over 45 years of age with not less than two years of continuous service will be given an additional one (1) weeks' notice if terminated by the Employer.

14.1.3 Payment in lieu of the notice prescribed in 14.1.1 and 14.1.2 shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

14.1.4 In calculating any payment in lieu of notice, the minimum rate of wage an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.

14.1.5 In accordance with Fair Work Act 2009, the period of notice in clause 14.1.1 shall not apply in the following cases:

- Dismissal for serious misconduct that justifies instant dismissal.
- Casual Employees.
- Employee/s engaged for a specific period of time or for a specific task or tasks

14.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same Employer within six months of such termination, the period of traineeship shall be counted as service in determining any future termination.

14.2 Notice of Termination by Employee

14.2.1 The notice of termination required to be given by an Employee shall be the same as that required of an Employer, other than there shall be no additional notice based on the age of the Employee concerned.

14.3 Redundancy

14.3.1 The Employer cannot guarantee tenure of employment but will reduce numbers as far as practicable by natural attrition. The Employer will endeavour to offer retraining and reassignment to different areas where practical before redundancy is considered as an option.

14.3.2 Should an Employee elect to be made redundant rather than be retrained and reassigned to a different area, a redundancy package may be considered by the Employer as per subclause 14.1.3.

14.3.3 In addition to 4 weeks' notice redundancy payments will be structured as follows:

Redundancy Package

Period of continuous Service	Severance Pay
1 year or less	3 weeks
More than 1 year but less than 2	4 weeks
2 years plus	4 weeks plus 2 weeks for every year of service up to a maximum of 26 weeks
45 years of age or more	Additional 4 weeks

Note:

1. Term relates to full years of continuous service.
2. Entitlement relates to number of weeks' pay at the base rate.
3. Redundancy Payment capped at a maximum of 30 weeks.

15. COMMUNITY AND FAMILY ENGAGEMENT

15.1 Community Service Leave

As per the National Employment Standards, and Council Policy not covered by the circumstances stated in the National Employment Standards.

15.2 Short Term Family and Community Engagement

The Employer will continue the practice of providing short periods of time off to attend community or family events or requirements. In return the Employees will continue to work short periods of time in order to complete work or return to the depot without claiming overtime. The Award conditions pertaining to overtime for such occasions shall not apply and are expressly excluded from this Agreement.

16. OCCUPATIONAL HEALTH AND SAFETY

The Western Australian *Occupational Safety and Health Act 1984* as amended from time to time shall apply without limitations.

17. EQUAL OPPORTUNITY

The West Australian *Equal Opportunity Act 1984* as amended from time to time shall apply without limitation.

18. ATTENDANCE AS A WITNESS TO TRIBUNALS AND COURTS

An Employee, upon receipt of a lawful summons to attend to give evidence on behalf of the Employer in any court having jurisdiction in the Commonwealth of Australia, shall be permitted time to do so provided that proof of such summons is given to the Employer.

19. PERSONAL LEAVE & DOMESTIC VIOLENCE LEAVE

The Award and National Employment Standards makes particular arrangements for Personal Leave, Compassionate/Bereavement Leave, Domestic Violence Leave and Parental Leave which is encapsulated into this Agreement, as varied from time to time.

19.1 Employees have access to up to 5 days paid domestic violence leave in accordance with the terms of the Award.

20. PUBLIC HOLIDAYS

20.1 The public holiday penalty rate and overtime entitlements shall be in accordance with the provisions set down in the Award. As far as practicable the minimum number of Employees necessary to complete essential tasks will be required to work on a public holiday.

20.2 Where an Employee's day off coincides with a public holiday they shall be entitled to an extra 7.6 hours pay at their ordinary rate of pay notwithstanding more than 38 hours will have been "worked".

20.3 Public holidays will be in accordance with those set down by the Western Australian State Government as follows:

New Year's Day	Australia Day	Labour Day
Good Friday	Queen's Birthday	Christmas Day
WA Day	Anzac Day	Boxing Day
Easter Monday		

20.4 In addition to the gazetted Public Holidays the Employer agrees to provide for the life of this Agreement paid time off for the period between Christmas and New Year excluding the public holidays. This replaces the former two additional public holidays referred to as Days off in Lieu.

21. MEAL BREAKS AND REST PERIODS

The Award conditions pertaining to meal breaks and rest periods shall not apply and are expressly excluded from this Agreement. However, a 30-minute meal break will be taken between the hours of 11.00 am and 1.00 pm as dictated by operational requirements. A 10-minute rest period can be taken any time between the start time and the lunch break in accordance with operational requirements

22. ANNUAL LEAVE

Annual leave is provided for in accordance with the National Employment Standards and the Award. The definition of shift worker is the definition contained within the Award.

Annual leave should not, except in exceptional circumstances, be accumulated beyond a maximum of eight (8) weeks. Annual leave must be taken on a rostered basis so that coverage for annual leave is available from the relief crews where ever possible.

22.1 If any prescribed holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that Employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed.

22.2 Leave to be taken

22.2.1 Annual leave shall be taken in such period or periods and at such a time or at such times mutually convenient to the Employer and the Employee and, except as hereinafter provided, within twelve months of the date upon which the leave accrued due.

22.2.2 In special circumstances, and with the consent of the Employer, an Employee may defer the taking of any accrued annual leave, or any part thereof not taken, for a period not exceeding two years after the date when the leave accrued due.

22.3 Notwithstanding anything else herein contained, if the Employer observes a Christmas close-down for the purpose of granting annual leave to one or more sections of his/her workforce, may require an Employee to take his/her annual leave in not more than two periods but neither of such periods shall be less than one week.

22.4 Cultural Leave

An Employee covered by this Agreement, who identifies as Indigenous Australian shall be afforded a reasonable opportunity by the Employer to follow and practise the requirements of that culture. Where this involves time away from work arrangements will be made for the Employee concerned to take personal leave, annual leave or accumulated rostered days off for the purpose, if leave is not otherwise provided in the Award. Alternatively, the Employer and the Employee concerned may agree to time off without pay. Provided that the Employer may require reasonable evidence of the legitimate need for the Employee to be allowed the required time off from work.

23. LONG SERVICE LEAVE

23.1 Employees shall be entitled to thirteen (13) weeks Long Service Leave after ten (10) years of continuous service, and another thirteen (13) weeks for every seven (7) years of continuous service thereafter at the Shire of Broomehill-Tambellup.

23.2 All other conditions remain in accordance with the Western Australian (WA) Long Service Leave (Local Government) Regulations, that may be varied from time to time.

23.3 The parties recognise that this clause provides a benefit greater than that which is provided for in the WA Long Service Leave (Local Government)

Regulations and thereby the parties recognise the additional entitlement is not portable to another Local Government.

- 23.4** The entitlement to Long Service Leave after an initial period of 10 years' service, as provided in clause 23.1, shall be introduced on a pro-rata basis for existing General Employees who previously had an entitlement to Long Service Leave after the initial 10 years of service at the commencement of this Agreement (see Appendix B).

24 VARIATION TO THIS AGREEMENT

Where parties to this Agreement seek significant changes of its terms and conditions the following shall apply:

- 24.1** Initially the variation will be raised in a Consultative Committee forum. Following that meeting the parties shall be notified in writing by the giving of seven (7) days' notice of an intention to seek a variation to this Agreement and its terms;
- 24.2** The notice of proposed variation shall set out which terms are sought to be varied and how the variation will change the existing terms of Agreement;
- 24.3** If management seeks the variation, the relevant workplace representatives on the Consultative Committee shall meet with management to discuss any issues that may arise from the variation. Should there be no relevant representation then two Employees from the relevant area will be elected by their work team to represent their interests;
- 24.4** All matters discussed between the elected Employees and management shall be on a without prejudice basis and shall be referred back to Employees in the affected section(s) for determination by secret ballot only after they have been given 14 days written notice setting out the final terms of the proposed amendment to this Agreement as sought by either or both parties to the Agreement;
- 24.5** If the Employees in the affected section(s) have a "without prejudice" written proposal for amendment before them and have had it for 14 days, they shall elect an Employee from their section to conduct a secret ballot to determine acceptance or rejection of the proposed amendment;
- 24.6** If the Employee(s) in the affected section vote to accept the "without prejudice" proposed written amendment to the Agreement then the amendment shall then be lodged with Fair Work Commission for approval, pursuant to the Act

- 24.7** No change will occur to the existing terms until such time as the variation is formally lodged and approved.
- 24.8** No party can be forced into agreeing to a variation. From the moment notification occurs under this clause the terms of clause 13 Dispute Settlement Procedure shall have immediate and binding effect.
- 24.9** Any agreed variation shall be in accordance with the provisions of relevant applicable legislation.

25. FLEXIBILITY TERM

- 25.1** 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.
- 25.2** 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.
- 25.3** 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.
- 25.4** The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. 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.

26 PAYOUT OF ANNUAL LEAVE

If the Employee applies to Cash Out up to a maximum of two weeks accrued annual leave in any calendar year rather than taking time off work for annual leave, such applications may be approved in accordance to *Fair Work Act 2009* legislation.

- 26.1** The Employee must retain an entitlement to at least four weeks paid annual leave.
- 26.2** There must be a separate agreement in writing on each occasion (Appendix C). Each written request will be considered by the relevant Manager on an individual basis.
- 26.3** The Employee must be paid at least the full amount that would have been payable had the Employee taken the leave the Employee has cashed out.
- 26.4** Annual leave rosters will be designed to ensure continuous and effective operation is maintained. All applications for leave shall be for periods of 10 days unless afforded special approval for significant requests in writing.

27. PARENTAL LEAVE

- 27.1** In addition to the relevant Award entitlements, an Employee with more than twelve months continuous service shall be entitled to:
- 27.2** The primary caregiver shall receive four (4) weeks paid parental leave at the commencement of the parental leave period.

28 MAJOR CHANGE CONSULTATION

(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 a major change 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:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

- (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) subclauses (11) to (15) apply.
- (11) The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- (12) 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.
- (13) As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

(15) The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

(16) In this term:

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

29. NO FURTHER CLAIMS

The parties to this Agreement undertake that, for the duration of this Agreement, there shall be no further wage or salary increases sought or granted except for those provided under the terms of this Agreement.

Signed by Chief Executive Officer Shire of Broomehill -Tambellup

Name KEITH WILLIAMS

Capacity to Sign CHIEF EXECUTIVE OFFICER

Address..... 46 NORRISH STREET TAMBELLUP

Signature..... [Handwritten Signature]

Date..... 1/11/19

Signed for and on behalf of Administration Employees of Shire of Broomehill-Tambellup

Name Jacinta - Anne Parting

Capacity to Sign EBA Administrator Representative

Address..... 23 Synnott Avenue, Katanning W.A 6317.

Signature..... [Handwritten Signature]

Name

Capacity to Sign

Address.....

Signature.....

Date.....

Appendix: A

**SHIRE OF BROOMEHILL-TAMBELLUP
ADMINISTRATION STAFF – BASE HOURLY PAY RATES
EFFECTIVE 2019 (ON APPROVAL OF AGREEMENT)**

Local Government Industry Award 2010				
Award Level	Old Hourly	2.0% from commencement	New Hourly	New Per annum
Level 1,2 & 3	In accordance with the Award			
Level 4	29.9382	0.5988	30.5370	\$60,341.04
Level 5	31.2033	0.6241	31.8274	\$62,890.88
Level 6	32.468	0.6494	33.1174	\$65,439.90
Level 7	34.9175	0.6984	35.6159	\$70,376.92
Level 8	37.0391	0.7408	37.7799	\$74,653.05
Level 9	39.9689	0.7994	40.7683	\$80,558.12
Level 10	42.7892	0.8558	43.6450	\$86,242.49
Level 11	46.1284	0.9226	47.0510	\$92,972.71

Appendix: B

Long Service Leave Conversion Chart for Employees who are entering into their second round of Long Service Leave Accumulations

LONG SERVICE LEAVE		
Current Years of Service	Remaining LSL Accrual (% of 10 yrs.)	Remaining Years until entitled to 13 weeks LSL
11	0.9	6.3
12	0.8	5.6
13	0.7	4.9
14	0.6	4.2
15	0.5	3.5
16	0.4	2.8
17	0.3	2.1
18	0.2	1.4
19	0.1	0.7
20	0	

Appendix C

Agreement to Cash Out Annual Leave

This agreement is between the Shire of Broomehill-Tambellup and

Name of Employee: _____

The Employer and Employee agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave:

The amount of leave to be cashed out is: ____ hours/days

The payment to be made to the Employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the Employee on: ____/____/20__

Signature of Employee: _____

Date signed: ____/____/20__

Name of Employer representative: _____

Signature of Employer representative:

Date signed: ____/____/20__

(Include if the Employee is under 18 years of age)

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20__



IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/4201 - Application for approval of the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019

Applicant:

Shire of Broomehill - Tambellup

Undertaking- section 190

I, Keith Brett Williams, CEO of Shire of Broomehill-Tambellup give the following undertakings with respect to the Shire of Broomehill-Tambellup Administration Employees' Enterprise Agreement 2019 ("the Agreement"):

1. I have the authority given to me by the Shire of Broomehill-Tambellup to provide this undertaking in relation to this application before the Fair Work Commission.
2. I give the undertaking that clause 4 of the Agreement will be interpreted to mean that the Agreement will take effect 7 days after approval and will remain in place for four years with expiry four years from the date of approval.
3. The Shire of Broomehill-Tambellup provide the following undertaking in relation to employees engaged at level 1, 2 or 3. The rate of pay that will apply to these employees is the applicable Local Government Industry Award 2010 (the "Award") rate plus 2% once the Agreement is approved. They will then receive the increases stipulated in the Agreement.
4. The Shire of Broomehill-Tambellup undertake to provide the safety net statement under the table in Clause 10 to all employees including those employed at level 1,2 and 3. The safety net statement is: *"If at any time the rate an Employee receives under this Agreement falls below the applicable Award rate than the Award rate will apply."*

Employer name: SHIRE OF BROOMEHILL-TAMBELLUP

Authority to sign: CHIEF EXECUTIVE OFFICER

Signature:

Date: 25 NOVEMBER 2019