SHIRE OF ASHBURTON INDUSTRIAL AGREEMENT 2026

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

PARTIES	SHIRE OF ASHBURTON **APPLICANT** **-v-** WESTERN AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL AND SERVICES UNION OF EMPLOYEES **FIRST RESPONDENT** LOCAL GOVERNMENT, RACING AND CEMETERIES EMPLOYEES UNION (WA) **SECOND RESPONDENT**)
CORAM	SENIOR COMMISSIONER R COSENTINO
DATE	THURSDAY, 30 APRIL 2026
FILE NO/S	AG 13 OF 2026
CITATION NO.	2026 WAIRC 00259

Result	Agreement registered
Representation	(on the papers)
Applicant	Shire of Ashburton
First Respondent	Western Australian Municipal, Administrative, Clerical and Services Union (WASU)
Second Respondent	Local Government, Racing, Cemetries Employees Union (WA)

Order

WHEREAS this is an application pursuant to s 41 of the *Industrial Relations **Act** 1979* (WA) to register an industrial agreement;

AND WHEREAS I, the undersigned, am satisfied that the agreement meets the requirements of the Act for registration and that it should be registered;

AND WHEREAS the parties consent to this application for registration of the industrial agreement being determined on the papers;

NOW THEREFORE, the Commission, pursuant to the powers conferred under the Act, hereby orders –

> THAT the agreement made between the parties filed in the Registry of the Commission on 20 April 2026 entitled *Shire of Ashburton Industrial Agreement 2026*, as amended and attached hereto be registered as an industrial agreement with effect from the date of this order which is in substitution for the *Shire of Ashburton Enterprise Agreement 2022* which by operation of s 41(8) of the Act is hereby cancelled.

L.S. **(Sgd.) R. COSENTINO**

SENIOR COMMISSIONER R COSENTINO

Shire of Ashburton
Industrial Agreement 2026

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1 Application and Operation

1.1 Title

a) This Agreement shall be known as the *Shire of Ashburton Industrial Agreement 2026* (**Agreement**).

1.1 Parties and scope

a) The Parties to this Agreement shall be:

1. Shire of Ashburton (ABN 45 503 070 070) (the **Shire**);
2. The Western Australian Municipal Administrative and Clerical Services Union (**WASU**); and
3. Local Government Racing and Cemeteries Employees Union (WA) (**LGRCEU**), (together, the **Parties**).

b) This Agreement will cover and apply to Employees of the Shire of Ashburton, irrespective of their work location who fall within the classifications set out in Appendix 2 (**Employees**).

c) The Agreement does not cover or does not apply to any of the following positions:

1. The Chief Executive Officer, Senior Employees and Employees with managerial responsibilities; and
2. Other Employees engaged in a project specific maximum term contract role that are paid outside of the position classifications in Appendix 2. At the time this Agreement was made the number of Employees to be covered by the Agreement terms and conditions is approximately 222.

1.2 Date of Operation

a) The Agreement will commence from the date the Agreement is registered as an Industrial Agreement by the WAIRC (**Commencement Date**).

b) This Agreement will have a nominal expiry date of three (3) years from Commencement Date and will continue to operate unless varied by Agreement or terminated (retired) in accordance with the Act.

c) No less than six (6) months prior to the nominal expiry date will the Parties commence with discussions regarding a replacement Agreement.

1.3 Relationship to the Awards and other Industrial Instruments

a) This Agreement is a stand-alone document which:

1. Replaces in its entirety the *Shire of Ashburton Enterprise Agreement 2022* and any other applicable industrial Agreement; and
2. Applies to the exclusion of the *Municipal Employees' (Western Australia) Award 2021, the Local Government Officers' (Western Australia) Award 2021*, and any other award made under the Act that otherwise extends to and binds the Employees and Shire to whom this Agreement applies.

b) This Agreement will be read and interpreted in conjunction with the *Minimum Conditions of Employment Act 1993 (MCE Act).* Where there is an inconsistency between the Agreement and the MCE Act, and the MCE Act provides a greater benefit, the MCE Act provisions will apply to the extent of the inconsistency.
c) To the extent that an Award provides for an entitlement that is different to or not otherwise referred to in this Agreement (including where this Agreement is silent on a matter provided for in an Award), any such Award entitlement will be inconsistent with this Agreement, and this Agreement shall prevail.
d) There will be no extra claims for increases in terms and conditions of employment for the life of this Agreement. This clause is subject to variation of this Agreement in accordance with Part 2, Division 2A and 2B of the Act.

1.4 Definitions and Interpretation

The meanings of the terms used in this Agreement are set out below.

Term	Meaning
IR Act	*Industrial Relations Act 1979 (WA)* as amended.
Adult Apprentice	An Apprentice who is 21 years of age or older at the commencement of their apprenticeship.
Agreement	*Shire of Ashburton Industrial Agreement 2026.*
Apprentice	A person who is engaged as an Apprentice under a training contract registered under the *Vocational Education and Training Act 1996* Part 7 Division 2.
Base Rate of Pay	The minimum rate of pay applicable to an Employee for each ordinary hour worked in their classification as set out in Appendix 1 – Permanent Rate Per Hour. The Base Rate of Pay is exclusive of overtime, penalty rates, allowances, bonuses, and any other ancillary payments of a similar nature. For annual salaries, Base Rate of Pay is calculated on 2080 annual hours x the applicable minimum Base Rate of Pay specified in the Appendix 1 – Permanent Rate Per Hour in this Agreement.
Casual Loading	Means a 25% loading in addition to the Base Rate of Pay as compensation for benefits casual Employees are not entitled to, including for all leave, public holidays and severance (redundancy) pay provided for by the Agreement.
CEO	Chief Executive Officer of the Shire.
Employee	An Employee of the Employer to whom this Agreement applies.
FW Act	*Fair Work Act 2009 (Cth)*
MCE Act	The *Minimum Conditions of Employment Act 1993 (WA)* as amended.

Member of the Employee's family or household	Holds the meaning given in Section 3 MCE Act.
NES	The National Employment Standards as contained in the FW Act as amended.
Ordinary Hours	The hours worked by an Employee that don't include overtime.
Organisational Values and Code of Conduct	The Shire's Code of Conduct and Values Statement as amended.
Parties	The Parties stated in clause 1.2 of this Agreement.
Policy	The applicable Policy, organisational practice or procedure of the Shire as amended from time to time. The Shire's Policies, organisational practices and procedures do not form part of this Agreement
Regular Casual Employee	A Casual Employee who has worked as a casual with the Shire for 12 months or more.
TCR Order	The Termination, Change and Redundancy Order (TCR Order) under the IR Act which establishes conditions for Employee entitlements in termination, change and redundancy situations.
TOIL	Time Off In Lieu
Trainee	An Employee undertaking a formal traineeship which involves work experience and the development of practical skills to satisfy a nationally recognised qualification in a chosen vocational area
Serious Misconduct	Serious Misconduct involves an Employee deliberately behaving in a way that is inconsistent with continuing their employment. Examples include causing serious and imminent risk to the health and safety of another person or to the reputation or profits of their Employer's business, theft, fraud, assault, sexual harassment or refusing to carry out a lawful and reasonable instruction that is part of the job.
Shire	Shire of Ashburton
Swimming Pool Employees	Employees who work at any of the Shire's aquatic facilities.
Union	The Western Australian Municipal Administrative and Clerical Services Union (**WASU**) and/or Local Government Racing and Cemeteries Employees Union (WA) (**LGRCEU**)
WAIRC	The Western Australian Industrial Relations Commission.

1.5 Objectives of Agreement

The Agreement aims to:

a) Provide a framework for the Shire to operate efficiently.

b) Promote an organisation-wide focus on internal and external customer service.

c) Create an environment of high job satisfaction, where Employees can develop their skills and knowledge; and

d) Enable a safe, healthy, and productive growth culture.

1.6 Intent and Commitments

a) The Parties commit to working together to improve productivity across the Shire organisation.

b) The Employees commit to:

1. working safely;
2. doing their job to the best of their abilities and skills;
3. improving and maintaining excellent levels of internal and external customer service;
4. adhering to the Organisational Values and Code of Conduct;
5. participate in and adhere to performance review requirements; and
6. supporting and implementing the strategic planning process across the organisation.

c) The Shire commits to:

1. creating and maintaining a safe work environment;
2. building Employee capacity;
3. developing a workplace with a sustainable work-life balance;
4. creating a team-based learning culture;
5. providing competitive salaries to adequately remunerate Employees; and
6. providing competitive benefits to retain Employees.

2 Types of employment and related matters

Employees may be employed in any of the employment categories described in Clause 2.1, 2.2, 2.3 and 2.5.

2.1 Full Time Employee

a) A full time Employee is an Employee who is engaged to work an average maximum of 40 Ordinary Hours per week, or an average of 80 Ordinary Hours over a two (2) week period, aligned with the pay cycle, unless a different averaging arrangement is agreed between the Employee and the Shire.

2.2 Part time Employee

b) A part time Employee is an Employee who is engaged to work less than an average maximum of 40 Ordinary Hours per week, or less than an average of 80 Ordinary Hours over a two (2) week period, aligned with the pay cycle, unless a different averaging arrangement is agreed between the Employee and the Shire.

c) The provisions in the Agreement apply to part-time employees on a pro rata basis according to the number of ordinary hours worked, unless a particular clause in our Agreement expressly provides otherwise.

d) At the time of engagement, the Shire and the part-time Employee will agree in writing on a regular pattern of work, specifying the hours worked each day, which days of the week the Employee will work and, where practicable, the actual starting and finishing times each day.

e) Any agreed variation to the hours of work will be recorded in writing.

f) A part-time Employee may agree to work up to an average of 40 Ordinary Hours per week at the hourly Base Rate of Pay provided the Agreement is entered into in writing, without duress and stipulates that each hour is to be paid at the hourly Base Rate of Pay.

g) Where a part-time Employee is directed to work hours more than the hours agreed under clause 2.2(d) or as varied under clause 2.2(e), such hours will be additional hours and will be paid at overtime rates.

2.3 Casual

a) An Employee is a Casual Employee if:

1. The Engagement satisfies Section 7B of the IR Act, which requires assessing the 'real substance, practical reality and true nature of the relationship' considering the totality of the arrangement, including the written contract and how the work is performed in practice to determine whether an Employee is casual.
2. Any offer of employment made by the Shire to the person is made on the basis that the Shire makes no firm commitment to continuing and indefinite work according to an agreed pattern or work for the person;
3. The Employee accepts the offer on that basis;
4. The Employee is paid a 25% loading (Casual Loading) in addition to the hourly Base Rate of Pay for the classification of work performed;
5. The Casual Loading is paid as compensation for benefits that casual Employees are not entitled to, including all forms of paid leave (other than long service leave, compassionate leave and, where eligible, paid parental leave), payment for absence on a public holiday, payment in lieu of notice of termination, and severance (redundancy) pay provided for by the Agreement.
6. Their employment may be terminated by one (1) hours' notice by either the Shire or Employee, or by payment of one hour's wages in lieu of notice; and
7. A casual Employee is not entitled to payment of overtime or penalties but instead is paid hourly Base Rate of Pay plus Casual Loading for each hour worked.

2.4 Casual Conversion

a) A Regular Casual Employee who:

1. has been with the Employer for at least 12 consecutive months;

2. has been working a regular pattern of hours on an ongoing basis for at least 6 months and could continue working these hours as a full-time or parttime Employee without significant changes; and
3. in the last 12 months has not refused an offer of parttime or full-time employment nor had a previous request been refused by the Employer,

may request in writing that their engagement be converted from casual employment to part-time or full-time employment.

b) The Employer will respond to the request in writing and may refuse the request on reasonable grounds.

2.5 Maximum Term

a) An Employee is a maximum term Employee where:
   1. they are engaged for a specific period, task or project;
   2. the contract has a nominated expiry; and
   3. the contract provides the Parties with the right to terminate the contract with notice.

b) Unless otherwise agreed in writing by the Parties, maximum term employment shall automatically cease upon the termination of the term, task or project.

2.6 Probation Period

a) An Employee (other than a Casual) who commences employment with the Shire will be employed under a probationary period.

b) The length of any such probationary period will be three (3) months during which time the Employees and Shire will mutually determine compatibility for an ongoing employment relationship.

2.7 Flexible Working Arrangements

Employees may make flexible work arrangements requests in accordance with the MCE Act.

a) Employees may request a Flexible Working Arrangement (FWA) in accordance with the MCE Act. Requests must be made in writing and outline the change sought and reasons. The Employer may request any further information reasonably required to assess the request.

b) The Employer will provide a written response within 21 days, confirming whether the request is approved, modified, or refused. Any refusal must include reasonable business grounds and any alternative arrangements the Employer can offer.

c) Reasonable business grounds may include significant cost, operational impact, impracticality of altering other Employees' arrangements, or difficulties recruiting replacement staff.

d) Before refusing a request, the Employer will discuss the proposal with the Employee and genuinely attempt to reach Agreement. Disputes about FWA requests will be managed through the Agreement's dispute resolution process and any applicable processes under the MCE Act or IR Act.

2.8 Work Location

a) An Employee may be required to work at any place of business operated or accessed by the Shire for business purposes.

b) Whilst an Employee may be engaged initially to work at one location, during their employment operational requirements may mean they are directed on a temporary or permanent basis to work at any other location within the Shire boundaries or to change their Home Base.

c) The Shire may, from time to time, employ Employees who work remotely from locations outside the Shire of Ashburton. All Employees are required to remain agile and adaptable, acknowledging that work location requirements are subject to operational needs.

3 Hours of work and related matters

3.1 Ordinary Hours (excluding Aquatics)

a) Ordinary Hours of work are an average maximum of 40 Ordinary Hours per week, or an average of 80 Ordinary Hours over a two (2) week period aligned with the pay cycle.

b) This clause does not apply to Ordinary Hours for Employees engaged in Aquatics (Swimming Pool Employees) refer clause 3.3.

3.2 Days on which Ordinary Hours can be worked (excluding Aquatics)

a) Except as otherwise provided for in this Agreement, Ordinary Hours are worked between the span of hours which is Monday to Friday between 6am and 6pm.

b) For Employees engaged in specified roles or work areas (as outlined in the table below), Ordinary Hours may be worked Monday to Sunday.

c) The span of Ordinary Hours on any day on which Ordinary Hours may be worked is 6.00 am to 6.00 pm, unless otherwise provided in clause 3.2(e).

d) An Employee may work up to a maximum of 12 Ordinary Hours on any day/shift (excluding unpaid meal breaks) by Agreement between the Shire and Employee. By Agreement between the Shire and the affected Employee, the span of Ordinary Hours may be extended by one (1) hour at either end of the span.

e) The applicable span of Ordinary Hours for Employees in designated work groups is as set out in the table below.

Work Groups	Days of the week	Span of Ordinary Hours
Aquatics	As per clause 3.3	As per clause 3.3
Aerodrome and Airports	Monday to Sunday	5.00 am to 6.30pm
Communities	Monday to Sunday	6.00 am to 6.00 pm
Facilities and Cleaners	Monday to Sunday	5.00 am to 5.00 pm
Libraries	Monday to Friday Saturday	6.00 am to 6.00 pm 8.00 am to 12.00 pm
Onslow Tourist Accommodation (Chalets & Caravan Parks)	Monday to Sunday	8.00 am to 5.00 pm
Outside Operations staff (includes, but not limited to waste, town and road maintenance, mechanics)	Monday to Sunday	5.00 am to 6.00 pm
Rangers	Monday to Sunday	6.00 am to 6.00 pm
Visitor Centre staff	Monday to Friday Saturday	6.00 am to 6.00 pm 8.00 am to 1.00 pm

f) If the Work Area that an Employee works is not included in the table above, the Employees span of hours are Monday to Friday between the hours of 6am and 6pm and the maximum hours per day or shift (excluding breaks) are 12 hours.

g) This clause does not apply to Ordinary Hours for Employees engaged in Aquatics (Swimming Pool Employees) refer clause 3.3.

h) Except as otherwise provided, an Employee who works Ordinary Hours on a Saturday or Sunday in a role/work area as prescribed in clause 3.2(e) will be entitled to weekend penalty rates in accordance with clause 3.6.

3.3 Ordinary Hours and overtime for Aquatics (Swimming Pool Employees)

a) The Ordinary Hours of work for Swimming Pool Employees are 40 hours per week, averaged over 52 weeks.

b) Ordinary Hours will be worked within a 13-hour span on Monday to Sunday, including an unpaid meal break of at least 30 minutes every five hours.

c) The CEO will determine 'Open Season' and 'Off Season'.

d) During the Open Season:

1. The nature of the Shire's operations may require that Swimming Pool Employees work on public holidays including but not limited to Christmas and Easter time;
2. Swimming Pool Employees may be required to work hours when the swimming pool is not open, including for maintenance or private functions;
3. Where a Swimming Pool Employee is unable to be relieved of their duties for the purpose of taking an unpaid meal break, they will instead receive payment;
4. Other than in exceptional circumstances, work rosters will be arranged so that Swimming Pool Employees will average at least four days off per 28-day calendar period;
5. Where Swimming Pool Employees, other than casual Swimming Pool Employees, work over 40 hours per week they will be entitled to TOIL;
6. Permanent Employees will have their TOIL capped at 150 hours per Open Season with further TOIL being paid. Unless otherwise requested by the Employee and agreed upon by the Shire; and
7. TOIL shall be paid at the ordinary Base Rate of Pay.

e) Swimming Pool Employees can take TOIL at any time during the following Off Season.

f) TOIL does not expire at the end of the financial year for Swimming Pool Employees.

g) Cashing out of TOIL should be by Agreement between the Employee and the Shire, at such a time, for example at the end of the On Season once time off has been approved for the upcoming Off Season.

h) During the Off-Season Employees will continue to be paid at their ordinary rate for 40 hours per week by:

1. Completing maintenance and other work at the pool;
2. Community development work as determined by the Shire;
3. Taking any accrued annual leave; or
4. Using any accrued TOIL.

i) To the extent there are any inconsistencies between clause 3.3 and clause 4.2; this clause prevails for Swimming Pool Employees.

3.4 Breaks

a) Employees will be entitled to the following breaks:

1. A 30-minute unpaid meal break if their shift exceeds five hours;
2. If an Employee works at least eight (8) hours they will be entitled to a paid 10-minute break, to be taken within the first 3 hours of commencing work; and

b) In the case of unforeseen circumstances, a meal break may be delayed and is to be taken as soon as practicable, subject to the observance of appropriate health and safety standards and operational requirements.

3.5 Rostering Arrangements

a) It is recognised that in particular areas of the organisation, including Aviation, operational hours are subject to change. Rostered hours for Aviation Employees will be managed by working on a pre-approved fortnightly roster based on operational requirements.

b) For all Employees, rosters may be altered at any time. Where practicable, a minimum of 48 hours' notice will be provided for roster changes. Where practicable, two weeks' notice of rostered day or days off should be given. However, rostered days off may be changed by mutual Agreement or due to circumstances beyond the Shires' control, such as illness or operational changes. Employees must remain agile and responsive to operational needs as they arise.

c) For some areas of the organisation, split shifts may be required as a rostering arrangement. A split shift is defined as rostered hours in separate periods of duty, separated by one unpaid break (other than an unpaid meal break). The following applies to split shifts:

1. Split shifts may not be worked in more than two separate periods;
2. An Employee may only be rostered to work a split shift consisting of two periods of work with one unpaid break between them, other than an unpaid meal break provided for in clause 3.4;
3. Each period of work in a split shift must not be less than two (2) hours in duration;
4. Each period of a split shift will independently count towards an Employee's rostered working hours for the purposes of breaks provided under Clause 3.4; and
5. A split shift may only be worked where there is an operational requirement.

3.6 Weekend Penalty Rates for Ordinary Hours

a) Unless otherwise specified in this Agreement and subject to clause 3.2(e), all Employees who work Ordinary Hours on a Saturday or Sunday will be entitled to the following penalty rates:

1. Saturday - all Ordinary Hours worked on a Saturday will be paid at the rate of time and a half. Saturday commences at midnight on Friday and finish at midnight on Saturday.
2. Sunday - all Ordinary Hours worked on a Sunday will be paid at the rate of time and three quarters. Sunday commences at midnight on Saturday and finish at midnight on Sunday.

b) Weekend penalty rates for Ordinary Hours do not apply to Casual Employees.

4 Overtime

4.1 Overtime

a) From time to time, Employees may be required to work reasonable additional hours to their rostered hours to meet operational requirements subject to the requirements in the MCE Act.

b) Overtime will apply where the Shire requires Employees to work authorised hours, approved in advance:

1. In excess of an Employees Ordinary Hours as specified in clause 3; and, or
2. On days other than ordinary working days as specified in clause 3.

c) Overtime will be paid at the following rates:

When	Rate relative to Base Hourly Rate
Monday to Saturday	150% for the first two (2) hours and 200% thereafter.
Sunday	200%

d) All overtime is to be calculated and applied to an Employee's applicable Base Rate of Pay for each hour worked.

e) Where an Employee works hours which would entitle them to payment of more than one of the penalties payable in accordance with shift work, overtime, public holidays, On-Call or Call-Out provisions of this Agreement, only the highest of such penalty will be payable on the Base Rate of Pay.

f) The Shire supports work-life balance; therefore, overtime is not at the Employee's discretion. Overtime will only be paid when it is requested by the Shire and pre-approved in writing, except in emergency situations.

g) Overtime penalties do not apply to Casual Employees.

4.2 Accrued Hours and Time Off in Lieu (TOIL)

a) Where approved additional hours are worked, Employees will:

1. Receive payment for those hours at the applicable overtime rate in clause 4.1; or
2. Accrue an equivalent number of hours as TOIL, paid at their ordinary hourly rate.

b) Accrued TOIL will be recorded on the Employee's timesheets and pay slips.

c) TOIL must be taken by Agreement with the relevant supervisor and within the financial year in which it was accrued.

d) TOIL may be taken in conjunction with annual leave, including during Christmas, Easter or other public holiday periods subject to operational requirements. Essential workers cannot take TOIL during these periods.

e) Any TOIL not taken by 30 June of each year will be paid out at the Base Rate of Pay in the final pay cycle of that financial year.

f) On termination, any unused TOIL will be paid out at the Employee's ordinary hourly rate of pay.

g) This clause does not apply to Casual Employees.

4.3 Right to Disconnect

a) Employees have the right to disconnect outside their normal working hours.

b) Unless it is unreasonable to do so, an Employee may refuse to monitor, read, or respond to contact (or attempted contact) from:

1. the Shire outside of the Employee's working hours; or
2. any third party where the contact relates to their work and occurs outside of the Employees' working hours.

c) The Shire must not directly or indirectly prevent an Employee from exercising their right to disconnect.

d) This right does not prevent the Shire from requiring an Employee to monitor, read, or respond to contact outside of working hours where:

   1. the Employee is being paid an On-Call allowance under this Agreement; and
   2. the Shire has notified the Employee that they are required to attend or perform work, or to provide other notice related to the On-Call arrangement.

5 Salary and Classifications

5.1 Pay Scales

a) Employee salaries shall be paid in accordance with the scales listed in Appendix 1.

b) Annual salaries are calculated using the Base Rate of Pay x 2080 hours per year.

5.2 Trainees and Apprentices

a) Trainees will be paid Step A for their classification in the salary scale in Appendix 1.

b) Apprentices shall be paid the relevant percentage of Level 4 as outlined in Appendix 3.

5.3 Classification

An Employee's classification on commencement will be set out in their contract of employment. Any progression shall be evaluated against the classification definitions in Appendix 2.

5.4 Incremental Progression

a) On the anniversary of the Employee's commencement of the position, Employees shall be assessed for incremental progression.

b) Employees will be eligible for incremental progression where the Employee:

   1. has performed satisfactory during the preceding full twelve months; and
   2. meet the criteria for progression as determined by the Shire in line with the Shire's annual performance review process outcomes.

c) This clause does not apply to Trainees or Apprentices.

6 Higher Duties

a) An Employee may be asked to perform the duties of a classification which is above the classification of their role (Higher Duties).

b) Employees will be paid at the rate of the higher position where they perform the duties for a minimum of five (5) consecutive days.

c) Employees performing higher duties for a minimum of five (5) consecutive days will be paid at the higher rate for the entire time they perform those duties (including the initial five (5) consecutive days).

d) The calculated rate will be determined by the Director (or their delegate) and Organisational Development team and in line with the relevant Policy.

7 Superannuation

7.1 Entitlements

a) The Shire will make superannuation contributions to eligible Employees in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth*).

7.2 Choice of Fund

a) On commencing employment, the Shire will notify the Employee of their right to nominate a complying superannuation fund. Employees are permitted to nominate a complying super fund.

b) So far as the relevant legislation allows:

1. The Shire and Employee will be bound by the Employee's nomination of a complying superannuation fund unless the Employee requests and the Employer agrees to change the superannuation fund.
2. The Shire will not unreasonably refuse to agree to a change of complying superannuation fund requested by the Employee.
3. If the Employee does not choose a compliant fund, the Shire will be obliged to pay superannuation contributions to the Employees stapled fund.

a) If the Employee does not have a stapled superannuation fund or choose a compliant fund, the Shire will pay superannuation contributions to the Shires default fund Aware Super (as amended from time to time).

7.3 Additional Contributions

a) Where an Employee elects to contribute additional superannuation through a salary sacrificing arrangement (or via a post-tax deduction), the Shire will match the additional voluntary contributions by an Employee on a percentage basis. The maximum superannuation amount (including the Superannuation Guarantee Contribution amount) which the Shire will contribute is 21%.

The table below sets out over the life of the Agreement the maximum superannuation matching of Employee contributions to superannuation in addition to statutory contributions:

Years of Service	**Employee Contribution**	**Shire Contribution**
Less than 2	Up to 6%	An equivalent amount to what the Employee has contributed, up to 6%
More than 2	Up to 5.9%	An equivalent amount to what the Employee has contributed
More than 2	6%	9%

b) The Employee will have a choice as to whether the additional contributions are made pre-tax or post-tax. The Employee's choice must be notified in writing to the Shire.

8 Qualifications, Licences and Tickets

8.1 Reliance on Qualifications, Licenses and Tickets

a) Employees acknowledge that, by being appointed to a position, the Shire has relied on the qualifications, licenses and experience set out in the Employee's application for employment

and related documents.

b) Employees hereby warrant the correctness of all information contained in such documentation and acknowledge that a false or misleading material particular may entitle the Shire to terminate employment.

9 Allowance and Reimbursements

9.1 Cost of Living Allowance

a) The Cost-of-Living Allowance is an annual payment of $12,000 designed to recognise the higher cost of living both within and outside the Shire of Ashburton.

b) The Cost-of-Living Allowance will be paid to all Employees, including those working remotely. For part-time and casual Employees, the allowance will be paid on a pro-rata basis, calculated on hours worked.

c) Payment of the Cost-of-Living Allowance will commence on 1 July 2026 and will be annualised and paid fortnightly.

d) Existing terms and conditions for the current Ashburton and Annual Leave Travel Allowances, as specified in the Shire of Ashburton Enterprise Agreement 2022, will remain in effect until 30 June 2026. From 1 July 2026, these allowances will be consolidated into a single payment called the Cost-of-Living Allowance, paid fortnightly.

e) This allowance will replace the current Ashburton Allowance and Annual Leave Travel Allowance, effective 1 July 2026 and will only apply to Employees employed by the Shire as at 1 July 2026.

9.2 Health and Wellbeing Reimbursement

a) The purpose of the Health and Wellbeing Reimbursement is to support the Shire's holistic approach to health and wellbeing.

b) The reimbursement is for activities or items that promote or encourage physical fitness and mental wellbeing and does not include general lifestyle or medical expenses.

c) Full time Employees may claim reimbursement of up to a maximum of $300 per year.

d) Part time Employees are entitled to pro-rata reimbursement based on their contracted hours at the time the cost is paid.

e) There are no claim waiting periods for new Employees. Employees are eligible to claim the Health and Wellbeing Reimbursement from the commencement of their employment.

f) Health and Wellbeing Reimbursement is claimable in each 12-month period of employment and is not transferable from year to year.

g) Applications for reimbursement can be made to Payroll using the appropriate form with official tax invoice receipts attached.

h) Approval will be based on the Shire being satisfied that the activity, clothing or equipment will help promote better health and wellbeing and in particular fitness and demonstrates alignment with the intention of this program.

i) If there is any uncertainty regarding the appropriate application of this reimbursement, Employees must seek confirmation on whether their claim will be accepted before incurring any expenses.

j) The Shire retains full discretion regarding the breadth of application of this provision at any given time.

9.3 Meal Allowances

a) Employees working additional hours will be eligible for a meal allowance in accordance with the Shire's Policy where:

   1. The Employee is given less than 24 hours' notice of the required additional hours;
   2. The additional hours required immediately follow a period of Ordinary Hours, causing the Employee to work more than five hours since their last meal break; and
   3. The Employee does not have the opportunity to return home for the required break.

b) Where an Employee is required to work away from their work location and meals are not otherwise provided, the Shire will pay the Employee for a meal allowance in accordance with the relevant Shire Policy as amended.

c) The allowance under clause 9.3(b) is not payable on days where the Employee is not obligated to work (e.g., they take TOIL or annual leave) or where the primary reason for the Employee working away is to benefit themselves personally.

9.4 Reimbursement for Motor Vehicle Travel Expenses

a) Where the Shire requires an Employee to use their own vehicle for or in connection with the performance of their duties, the Employee will be paid a motor vehicle allowance in accordance with the applicable Australian Tax Office (ATO) rate per kilometre for authorised travel.

b) Where an Employee is directed to work at a location other than their usual work location, the Shire will reimburse motor vehicle travel expenses only for the additional distance beyond the Employee's normal home-to-work commute. Travel between home and the usual work location is not reimbursed.

c) The Shire may require an Employee to record full details of all such official travel requirements in a logbook.

9.5 On-Call Allowance

a) An Employee will be On-Call where the Shire expressly directs them to be available to be contacted and immediately responds to a request to attend work outside of Ordinary Hours (On-Call Employee). This direction must be recorded in writing.

b) Unless otherwise agreed in writing, this clause does not apply to casual Employees.

c) On-Call Employees are entitled to an On-Call Allowance of $90.00 per 24-hr On-Call period.

d) On-Call Employees must remain fit for work for the entire time they are On-Call.

e) The On-Call Allowance remains the same regardless of whether the Employee is On-Call on a weekday, weekend or public holiday.

f) Employees do not qualify for On-Call Allowance while they are on TOIL, annual, sick, carers or any other form of leave.

g) All On-Call Allowance payments must be verified and authorised by the relevant supervisor via the timesheet.

9.6 Call-Out Payment

a) An Employee is entitled to be paid for Call-Out where they:

   1. are recalled to work reasonable additional hours; and
   2. are required to physically attend the workplace (**Call Out Employee**).

b) Call-Out Employees shall be paid a minimum of three hours' work at the ordinary rate.

c) If a Call-Out Employee works for a lesser period, they will still be paid for the full three hours.

d) If an Employee is called out more than once within the period of the initial Call-Out, the Employee shall not be entitled to any further payment for time worked within the three hours.

e) This clause does not apply to reasonable additional hours worked continuously at the commencement or completion of Ordinary Hours.

f) Call-Out Employees are entitled to applicable breaks under clause 3.

g) Where an Employee otherwise satisfies the definition of a Call-Out Employee, but is not required to physically attend the workplace, they will only be entitled to payment at their Base Rate of Pay for work rendered to resolve the issue remotely (and will not be entitled to any other payment). Time taken to resolve the issue will be recorded on the Employees timesheet and the aggregate time rounded to the nearest 15 minutes.

h) All payments under this clause must be verified and authorised by the relevant Line Supervisor via the timesheet and are to be paid at the ordinary rate.

10 Other Benefits

10.1 Employee Wellbeing

a) The Shire recognises the importance of taking a holistic approach to Employee' well-being which includes their physical and emotional health.

b) In addition to the benefits in clause 9.2, the Shire will provide access to an Employee Assistance Program (EAP) at no cost to Employees. The EAP provides a confidential, professional counselling service to Employees and direct members of their family to help them resolve both personal and work-related challenges.

10.2 Free Access to Shire-Owned Swimming Pools

All Shire Employees have free entry into any of the Shire-owned public swimming pools in any of the Shire town locations. This benefit is for Employees only and excludes members of the Employees' family.

10.3 Prescription Safety Glasses

As part of the Shire's commitment to workplace health and safety, the Shire will provide financial sponsorship, as outlined in the relevant Policy, towards prescription safety glasses for identified eligible positions where the requirement of safety glasses is an inherent job requirement, as determined by the Shire.

10.4 Salary Packaging

Employees may, by written Agreement with the Shire, enter a salary packaging arrangement in relation to their superannuation contributions and repatriation costs, where relevant. These arrangements must follow tax laws, and the Shire is not responsible for any extra tax, penalties, or costs the Employee may incur. For any other salary packaging options, Employees must deal directly with the Shire's salary packaging provider in a private capacity.

10.5 Corporate Uniform

a) Employees who are required to wear Shire corporate uniform will be provided with Shire branded uniform as outlined in the relevant Policy.

b) The Shire will also provide Personal Protective Equipment (PPE) where required for the Employee's role.

c) All uniforms and PPE will remain the property of the Shire and are to be returned when worn out or upon separation of employment.

11 Leave

11.1 Annual Leave

a) Full-time Employees are entitled to six (6) weeks of annual leave per year (up to 240 hours), comprising the four weeks provided under the MCE Act plus an additional two weeks, accruing progressively on a fortnightly basis.

b) Unless otherwise provided for in this Agreement, annual leave is accrued only on Ordinary Hours and is paid at the Employee's Base Rate of Pay as outlined in Appendix 1.

c) If a public holiday under clause 12 falls within an Employee's period of annual leave and is observed on a day which would have been an ordinary working day for the Employee, annual leave will not be deducted for the public holiday.

d) Any untaken annual leave in one year accumulates to the next year.

e) The Employee should consult with the Shire to take leave in consideration of the operation requirements of the Shire and the Employees' personal preferences or circumstances.

f) The Shire may not unreasonably refuse a request to take annual leave credited to the Employee. However, authorisation is subject to the operational requirements of the Employee's team.

g) Up to once a year, an Employee may request in writing for accrued annual leave to be paid out where they will have:

   1. for full time Employees, a minimum accrued balance of four (4) weeks' annual leave after the leave has been cashed- out; or

   2. for part time Employees, the pro-rata equivalent of four weeks' annual leave.

h) Cashed-out annual leave will be paid at the Base Rate of Pay that the Employee receives at the time when the election is made.

i) Annual leave is provided for in the MCE Act. This clause supplements or deals with matters incidental to the MCE Act provisions.

11.2 Personal/Carer's Leave

a) Full time Employees are entitled to 15 days of paid personal/carer's leave per annum. Part time Employees are entitled to 15 days of paid personal/carer's leave per annum pro rata accrued on Ordinary Hours worked.

b) Upon commencement of employment with the Shire, Employees will receive an upfront credit of five (5) days of personal leave. Personal leave accrues progressively but for this credit. The upfront credit of five (5) days forms part of the total 15 days personal/carers leave per annum.

c) An Employee may take paid personal/carer's leave if the leave is taken:

   1. because the Employee is not fit for work due to a personal illness, personal injury or domestic violence affecting the Employee; or

2. to provide care or support to a member of the Employee's Family, or a member of the Employee's household, who requires care or support because of:
    - a personal illness, or personal injury, affecting the member; or
    - an emergency affecting the member.

d) An Employee taking personal leave must provide the Shire evidence that would satisfy a reasonable person that the leave is taken for a reason specified in clause 11.2(c).

e) Personal leave may not be cashed out.

11.3 Paid Wellbeing Day

a) Full-time Employees who have worked for the Shire for a minimum of 12-months can apply for one (1) paid Wellbeing Day per anniversary date. Part-time Employees will accrue pro-rata hours, based on rostered hours worked.

b) Payment of Wellbeing Day is in accordance with the relevant Shire Policy.

11.4 Compassionate Leave

a) Permanent Employees are entitled to five (5) days of paid compassionate leave when:

1. a member of the Employee's immediate family or a member of the Employee's household:
    - contracts or develops a personal illness that poses a serious threat to their life; or
    - sustains a personal injury that poses a serious threat to their life; or
    - dies; or
2. a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
3. the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

b) Compassionate leave can also be used for the bereavement of the death of a beloved pet (evidence required).

c) Employees may take personal leave alongside compassionate leave without any further requirement for substantiation.

d) Casual Employees are entitled to two (2) days of paid compassionate leave.

e) The entitlement to leave under this clause 11.4 includes an Employees entitlement to bereavement leave under the MCE Act and is not an additional entitlement.

11.5 Family and Domestic Violence Leave

a) Permanent Employees and casual Employees are entitled to 20 days of paid family and domestic violence leave in a 12-month period.

b) Employees are entitled to family and domestic violence leave where:

1. they are experiencing family and domestic violence;
2. they need to do something to deal with the impact of the family and domestic violence; and
3. it is impractical for the Employee to do that thing outside the Employee's Ordinary Hours of work.

c) Family and domestic violence is threatening or other abusive behaviour by:

   1. a member of the Employee's family or household; or
   2. relative according to Aboriginal or Torres Strait Islander kinship rules that:

      - seeks to coerce or control the Employee; and
      - causes the Employee harm or to be fearful.

d) Family and domestic violence leave does not accrue from year to year.

e) Paid family and domestic violence leave is available to all Employees, including casual Employees.

f) Employees may be required to give the Shire evidence that would satisfy a reasonable person that the Employee is entitled to family and domestic violence.

g) Family and domestic violence leave is provided for in accordance with the National Employment Standards in the FW Act and in the MCE Act. The entitlement to leave under this clause 11.5 includes an Employees entitlement to Domestic Violence Leave under the NES and MCE Act and is not an additional entitlement.

11.6 Cultural Leave

a) The Shire consists of Employees from many diverse backgrounds and as such recognises all cultures within the workforce.

b) On occasion the Shire may allow Employees to take annual leave or unpaid leave to attend recognised cultural meetings and traditions.

c) Where possible cultural leave is to be requested by the Employee in advance.

d) Cultural leave must be approved by the Employee's manager. Authorisation is subject to operational requirements.

11.7 Parental Leave

a) Eligible Employees are entitled to paid parental leave in addition to the entitlements provided under the NES.

b) Eligible Employees who are the primary or secondary caregiver may access Shire paid parental leave of eight (8) weeks at full pay or sixteen (16) weeks at half pay, to be taken within the first 12 months of parental leave.

c) Eligible Employees may request an additional 12 months of unpaid parental leave where they have primary responsibility for the care of the child.

d) Parental leave entitlements and related matters are otherwise provided for in the NES. This clause supplements the NES provisions for Employees with at least 12 months of effective continuous service in circumstances including birth or eligible adoption.

e) Evidence requirements and payment arrangements for parental leave will be outlined in the Shire's Paid Parental Leave Policy (or similar), which the Shire may develop, implement, and amend at its discretion.

f) Except for the first week following birth or adoption, both parents cannot be deemed the primary caregiver at the same time.

g) Casual Employees are not entitled to Shire paid parental leave under this Agreement.

h) Employees may be eligible for government parental leave payments. It is the Employee's responsibility to contact the relevant authority.

11.8 Community Service Leave

a) Employees who engage in recognised voluntary emergency management activities are entitled to community service leave in accordance with the Emergency Management Act.

b) Employees summoned for jury duty will be paid their ordinary salary for the period of attendance. Casual Employees who have a reasonable expectation of ongoing work during the jury service period will be paid their normal wages for their rostered hours.

c) For community service leave, including voluntary emergency management activities, Employees must provide the Shire with notice of the need to take leave and the expected duration.

11.9 Leave Without Pay

a) Leave without pay may apply when Employees have exhausted all their other leave entitlements.

b) For operational requirements, all applications for leave without pay must be discussed with the supervisor, including the:

1. reasons for the application; and
2. the period of leave required or anticipated to be required.

c) Each application for leave will be assessed by the Employee's supervisor based on:

1. the circumstances of the applicant; and
2. the operational needs of the organisation.

11.10 Long Service Leave

a) In addition to the Local Government (Long Service Leave) Regulations 2024 (WA) , Shire Employees may apply to take pro-rata Long Service Leave (6.5 weeks) on completion of each five (5) years of continuous service with the Shire.

b) Pro-rata Long Service Leave at five (5) years applies only to continuous service completed with the Shire and does not extend to any service undertaken with another local government or government agency. For the avoidance of doubt, an Employee must complete five (5) continuous years of service with the Shire to be eligible for pro-rata Long Service Leave.

c) The taking of pro-rata Long Service Leave must be by a separate written Agreement between the Shire and the Employee confirming that the Employee cannot make any further claim against the period of leave taken.

d) An Employee, who terminates their service after five (5) years of continuous service with Shire, shall be eligible to payment of pro rata long service leave only on the time employed directly by the Shire.

e) Payment will not be made in cases of misconduct or summary dismissal. Payment will not be made if the Employee transfers long service leave to another local government or government agency. For the avoidance of doubt this clause does not apply to termination of employment at the instigation of the Shire.

11.11 Union training leave

a) Subject to operational requirements, an eligible Employee shall be entitled to:

1. Up to four (4) paid days of leave for new delegates to complete initial Union training;
2. Up to two (2) paid days of leave per calendar year to attend official Union refresher courses or seminars.

b) Eligible Employees are only entitled to leave in accordance with this clause for accredited courses.

c) For the purpose of this clause an accredited course means a Dispute Resolution Training Course conducted by or on behalf of a registered training organisation whose scope of registration includes industrial relations training.

d) Nothing in this clause prevents the Employer and the eligible Employee from reaching Agreement that such training can be provided by a Union or other accredited training provider(s). The Employer will not unreasonably withhold their Agreement for an individual eligible Employee to attend a dispute resolution training course provided by a Union.

e) An eligible Employee is defined as a full-time or part-time Employee:

   1. who is a Union delegate, who has been duly appointed by a Union, and the Employer has been formally notified of that appointment; and

   2. who has completed 12 months' continuous service with the Employer.

f) An eligible Employee must comply with the following notice requirements:

   1. provide the Employer with at least five (5) weeks prior notice in writing of their request to attend a dispute resolution training course;

   2. outline details of the type, content, venue and duration of the course to be attended in the written notice provided in accordance with clause 11.

g) The Employer must not unreasonably refuse to agree to a request by the eligible Employee to take dispute resolution or Union training leave.

h) The Employer will not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of the Base Rate of Pay for Ordinary Hours of work for such absence.

i) An eligible Employee will be required to provide the Employer with proof of attendance at, and satisfactory completion of, the course to qualify for payment of leave.

j) Leave granted pursuant to this clause counts as service for all purposes of this Agreement.

k) A maximum of two (2) Employees may access paid Union training leave in any calendar year.

l) Union training leave does not accrue and must be used within the calendar year in which it is allocated.

11.12 Closure Period

a) Where the Shire elects not to trade, it will be referred to as a ‘Closure Period’.

b) During a Closure Period, Employees may take paid annual leave, TOIL, unpaid leave (if annual leave and TOIL are exhausted) or choose to work during the Closure Period.

c) The Shire may implement an annual closure adjacent to the Christmas and New Year's Day public holidays. During such a period Employees may be requested to take annual leave, TOIL or unpaid leave.

d) Essential workers may not be able to take leave during closure periods.

e) The Closure Period is previously referred to as shut down period.

12 Public holidays

12.1 Agreed Public Holidays

a) Public holiday entitlements are provided for in the MCE Act. This clause supplements, or deals with matters incidental to, the public holiday provisions under the MCE Act.

b) Full-time and part-time Employees who are not required to work because the day is a public holiday will be paid as if they were rostered to work on that day, provided they would have ordinarily worked on that day and are not on unpaid leave.

c) Employees who do not have Ordinary Hours rostered on the public holiday, including casual Employees who are not required to work, are not entitled to payment for that day.

d) Gazetted public holidays recognised in Western Australia include:

1. New Year's Day
2. Australia Day
3. Labour Day
4. Good Friday
5. Easter Sunday
6. Easter Monday
7. Anzac Day
8. Western Australia Day
9. The King's Birthday (or equivalent Sovereign's Birthday public holiday)
10. Christmas Day
11. Boxing Day

e) In accordance with the *Public and Bank Holidays Act 1972 (WA)*:

1. When New Year's Day, ANZAC Day or Christmas Day falls on a Saturday or Sunday, the next following Monday is also a public holiday.
2. When Boxing Day falls on a Saturday, the next following Monday is also a public holiday. When Boxing Day falls on a Sunday or Monday, the next following Tuesday is also a public holiday.

f) Where an Employee is required to work on an actual **or** observed public holiday, the Employee will be paid the applicable public holiday penalty rate for the hours worked on that day.

g) Where an Employee is required to work on both the actual **and** the observed public holiday, the Employee will be paid the public holiday penalty rate for the actual public holiday only. The Employee will receive any other penalty rates that apply to work performed on the observed public holiday.

12.2 Working on Public Holidays

a) The Shire may request an Employee to work on a public holiday if the request is reasonable. An Employee may refuse such a request only if the refusal is reasonable, consistent with the MCE Act.

b) An Employee required to work on a public holiday will be paid 250% of the Base Rate of Pay for the actual hours worked, unless otherwise specified elsewhere in this Agreement.

c) By mutual Agreement between the Shire and the Employee, where an Employee works on a public holiday, the Employee may elect to be paid for Ordinary Hours worked and accrue

Time Off in Lieu (TOIL) at 1.5 times the hours worked, to be taken at a mutually convenient time.

d) Penalty rates are not payable to Casual Employees.

12.3 Public Holidays in Compressed Working Weeks

Full time Employees will be entitled to eight hours of TOIL where:

a) they are working compressed working weeks that would otherwise be equal to 40 hours per week; and

b) a public holiday falls on their day off.

13 Other

13.1 Organisational Policies and Procedures

a) The Shire will ensure all relevant policies, practices, procedures and the Code of Conduct (together Policies) will be made available to Employees.

b) Employees are required to familiarise themselves with and abide by all Shire Policies.

c) Employees who do not comply with any Shire Policies may be subject to disciplinary action.

d) For the avoidance of doubt, the Shire's Policies are not incorporated into this Agreement.

14 Termination

This part is to be read and interpreted in conjunction with the Termination, change and redundancy General Order 2005 WAIRC 01715 (TCR Order) and NES provisions that deal with notice of termination that apply to the Employer and the Employees by operation of Part 6-3 of the Fair Work Act 2009 (Cth). Where there is an inconsistency between the Agreement and the TCR Order, and the TCR Order provides a greater benefit, the TCR Order will apply to the extent of the inconsistency.

14.1 Termination of Employment

a) Subject to clause 14.5, the Employee or Shire may end the Employee's employment by giving written notice of the day of termination to either the Employee or the Shire.

b) Except where provided otherwise in this Agreement or in the employment contract, the Shire and Employee are required to give notice, or payment in lieu of notice, in accordance with the following periods of continuous employment or circumstances:

Period of continuous Service or applicable circumstances	**Minimum Period of notice**
1 year or less, including probation period	1 week
Over 1 year and up to the completion of 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

Employees who are 45 years or older; and have completed at least two years of Service.	1 week in addition to the otherwise required minimum period of notice
Casuals	1 hour

c) Notice must be given to either party in writing.

d) Employees may not use their annual leave for the purposes of a termination notice period without prior approval from the appropriate Director.

e) Where the Shire has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient for the Employee after consultation with the Shire.

14.2 Payment by Shire in Lieu of Notice

The Shire may pay the Employee wages equivalent to the required notice period instead of giving notice.

14.3 Payment by Employee in Lieu of Notice

a) If the Employee fails to give the required notice, the Shire may withhold a maximum amount equal to one week's wages for the minimum period of notice.

b) Without limiting clause 14.3(a), the Parties may agree on a shorter notice period. Where the Parties agree on a shorter notice period, the Employee will only be entitled to payment for the shorter period of notice they have provided.

14.4 Termination during Probation Period

Subject to 14.1 and 14.5, during a probationary period, either the Shire or the Employee may terminate the employment relationship by giving one week's notice, or payment in lieu of one week's salary.

14.5 Termination Without Notice

a) The Shire may end the employment of an Employee without notice where:

1. the Employee has engaged in Serious Misconduct; or
2. any other circumstances where the Shire is lawfully enabled to immediately terminate the Employee's employment.

b) Where the Shire terminates the Employment contract on this basis, the Employee is only entitled to be paid for the time worked up to the time of dismissal.

c) The Employee may end their employment without notice if the Shire's conduct is inconsistent with the continuation of employment. Where the Employee terminates the employment contract on this basis, they are only obliged to provide Service up to the point of resignation.

14.6 Return of Property

Upon termination, an Employee shall return to the Shire any Shire property, including but not limited to Shire vehicles, keys, fuel and credit card, office, access or position delegation card, laptops and mobile phones, within their control or possession within 24 hours of the date of termination.

15 Redundancy, Redeployment & Retraining

15.1 Redeployment and Retraining

a) Where an Employee's position is deemed redundant, the Shire will endeavour to redeploy and retrain the Employee into a suitable position within the organisation, consistent with the requirements of the TCR Order.

b) Where an Employee is offered redeployment to lower-paid duties, the Employee may elect to:

1. accept a redundancy, with the same period of notice that would apply if the Employee's employment were terminated; or
2. accept that the Shire may, at the CEO's discretion, make a payment in lieu equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks of notice still owing; or
3. accept the lower-paid position and continue to receive their former ordinary rate of pay for six (6) months, after which the Employee will revert to the lower classification rate applicable to the new position.

15.2 Redundancy Provisions

a) Where an Employee's employment is terminated due to redundancy, the Shire will provide the following notice:

1. four (4) weeks' notice or pay in lieu; and
2. an additional one (1) weeks' notice if the Employee is over 45 years of age at the time of termination.

b) Where severance pay is payable in accordance with the TCR Order, the Employee will receive severance pay based on their continuous service as follows:

Completed Years of Service	Severance Entitlement
At least 1 year	4 weeks' pay
At least 2 years	+ 2 additional weeks' pay
Each completed year thereafter	+ 3 weeks' pay per completed year

c) A cap of fifty-two (52) weeks' ordinary-time salary applies to severance payments under this clause. This cap excludes superannuation and accrued leave payments.

d) "Week's pay" means the Employee's Base Rate of Pay for their Ordinary Hours.

e) This clause does not apply to Employees excluded by the TCR Order, including:

1. Employees dismissed for Serious Misconduct;
2. Employees with less than one year of continuous service;
3. Probationary Employees;
4. Apprentices;
5. Trainees;
6. Employees engaged for a specified period, season, or task;
7. Casual Employees.

f) Redundancy provisions are provided in accordance with the TCR Order. These provisions and entitlements include an Employee's entitlement to severance under the TCR Order and

do not constitute an additional entitlement.

15.3 Early Termination by Employee

a) An Employee given notice of redundancy may terminate their employment during the period of notice period.

b) Where an Employee elects to terminate their employment early:

1. they remain entitled to redundancy payments under this clause; however
2. they will only be paid for the portion of the notice period actually worked.

15.4 Alternative Employment

On application to the WAIRC, the Shire may not be required to pay severance pay under clause 15.2(b), if the Shire obtains acceptable alternative employment for an Employee, and they do not accept it.

15.5 Job Search Entitlement

a) An Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

b) During the consultation period as determined by the Shire, the Employee may at the Shire's discretion, be allowed to spend some of their working hours in external job search activities.

16 Dispute Resolution

16.1 Dispute Resolution

a) This clause sets out the procedure to be followed if a dispute arises about a matter under the Agreement.

b) An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

c) In the first instance, the Parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

d) If the dispute is not resolved through discussion as mentioned in clause 16.1(c), the Parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.

e) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the WAIRC.

f) The WAIRC may deal with the dispute in 2 stages:

1. the WAIRC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
2. if the WAIRC is unable to resolve the dispute at the first stage, the WAIRC may then:
   - arbitrate the dispute; and
   - make a determination that is binding on the Parties.

   Note: If the WAIRC arbitrates the dispute, it may also use the powers that are available to it under the IR Act.

g) While the Parties are trying to resolve the dispute using the procedures in this term:

1. Employee(s) must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
2. Employee(s) must comply with a direction given by the Shire to perform other available work at the same workplace, or at another workplace, unless:
   - the work is not safe; or
   - applicable work health and safety legislation would not permit the work to be performed; or
   - the work is not appropriate for the Employee to perform; or
   - there are other reasonable grounds for the Employee to refuse to comply with the direction.

h) The Parties to the dispute agree to be bound by a decision made by the WAIRC in accordance with this term.

17 Consultation about Major Workplace Change

17.1 Application of Clause

a) This clause is to be read and interpreted in conjunction with the TCR Order and the MCE Act.

17.2 Major Change

a) If the Shire makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Shire must:

1. give notice of the changes to all Employees who may be affected by them and their representatives (if any); and
2. discuss with affected Employees and their representatives (if any):
   - the introduction of the changes; and
   - their likely effect on Employees; and
   - measures to avoid or reduce the adverse effects of the changes on Employees; and
3. Commence discussions as soon as practicable after a definite decision has been made.
4. For the purposes of the discussion under clause 17.2 (a) 2, the Shire must give in writing to the affected Employees and their representatives (if any) all relevant information about the changes including:
   - their nature; and
   - their expected effect on Employees; and
   - any other matters likely to affect Employees.

b) Clause 17.2 (a) 4 does not require the Shire to disclose any confidential information if its disclosure would be contrary to the Shire's interests.

c) The Shire must promptly consider any matters raised by the Employees or their representatives about the changes in the course of the discussion under clause 17.2 (a) 2.

d) In this clause significant effects on Employees includes any of the following:

1. termination of employment; or
2. major changes in the composition, operation or size of the Shire's workforce or in the skills required; or
3. loss of, or reduction in, job or promotion opportunities; or
4. loss of, or reduction in, job tenure; or
5. alteration of hours of work; or
6. the need for Employees to be retrained or transferred to other work or locations; or
7. job restructuring.

e) Where this Agreement makes provision for alteration of any of the matters defined at clause 17.2 (d), such alteration is taken not to have significant effect.

f) Where this Agreement provides that a decision may be made at the Shire's discretion or absolute discretion, the consultation obligations under this Agreement do not apply to that decision.

17.3 Change to regular roster or Ordinary Hours of work

a) For a change referred to in paragraph 17.2 (d), the Shire must notify the relevant Employees of the proposed change.

b) The relevant Employees may appoint a representative for the purposes of the procedures in this clause. If:

1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
2. the Employee or Employees advise the Shire of the identity of the representative; the Shire must recognise the representative.

c) As soon as practicable after proposing to introduce the change, the Shire must:

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

d) The Shire is not required to disclose confidential or commercially sensitive information to the relevant Employees.

e) The Shire must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

Appendix 1 - Salary Scales

The salaries specified in this Agreement take effect from Commencement Date of this Agreement.

Employees employed at the commencement date of this Agreement will receive a 5% salary increase on their Base Rate of Pay, as outlined in 'Salary Scales Effective from Agreement Being Made,' back paid from 1 July 2025.

From 1 July 2026, salaries will increase by 3% per annum, applied in the first full pay period that includes 1 July of each year during the nominal term of this Agreement. If a new Agreement is not in operation by the nominal expiry date of this Agreement, Employees will receive one additional 3% increase in the first full pay period that includes 1 July following the nominal expiry date.

SALARY SCALES EFFECTIVE FROM Agreement BEING MADE						
DATE OF AGREEMENT MADE TO 30 JUNE 2026 - ANNUAL SALARY						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$59,863.44	$61,457.76	$63,052.08	$64,646.40	$66,262.56	$67,835.04
2	$67,835.04	$69,975.36	$72,137.52	$74,299.68	$76,418.16	$78,580.32
3	$78,580.32	$81,026.40	$83,887.44	$85,940.40	$88,386.48	$90,832.56
4	$90,832.56	$93,606.24	$96,358.08	$99,131.76	$101,883.60	$104,657.28
5	$106,098.72	$107,278.08	$108,457.44	$109,636.80	$110,816.16	$111,995.52
6	$114,092.16	$115,271.52	$116,450.88	$117,630.24	$118,809.60	$119,988.96
7	$124,444.32	$125,929.44	$127,414.56	$128,899.68	$130,362.96	$131,848.08
8	$142,222.08	$143,685.36	$145,170.48	$146,655.60	$148,118.88	$149,625.84
DATE OF AGREEMENT MADE TO 30 JUNE 2026 - PERMANENT RATE $ PER HOUR						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$28.78	$29.55	$30.31	$31.08	$31.86	$32.61
2	$32.61	$33.64	$34.68	$35.72	$36.74	$37.78
3	$37.78	$38.96	$40.33	$41.32	$42.49	$43.67
4	$43.67	$45.00	$46.33	$47.66	$48.98	$50.32
5	$51.01	$51.58	$52.14	$52.71	$53.28	$53.84
6	$54.85	$55.42	$55.99	$56.55	$57.12	$57.69
7	$59.83	$60.54	$61.26	$61.97	$62.67	$63.39
8	$68.38	$69.08	$69.79	$70.51	$71.21	$71.94
DATE OF AGREEMENT MADE TO 30 JUNE 2026 - CASUAL RATE $ PER HOUR (including 25% loading)						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$35.98	$36.93	$37.89	$38.85	$39.82	$40.77
2	$40.77	$42.05	$43.35	$44.65	$45.92	$47.22
3	$47.22	$48.69	$50.41	$51.65	$53.12	$54.59
4	$54.59	$56.25	$57.91	$59.57	$61.23	$62.90
5	$63.76	$64.47	$65.18	$65.89	$66.60	$67.31
6	$68.57	$69.27	$69.98	$70.69	$71.40	$72.11
7	$74.79	$75.68	$76.57	$77.46	$78.34	$79.24
8	$85.47	$86.35	$87.24	$88.13	$89.01	$89.92

SALARY SCALES EFFECTIVE 30/06/2026						
FINANCIAL YEAR 2026/2027 ANNUAL SALARY						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$61,659.34	$63,301.49	$64,943.64	$66,585.79	$68,250.44	$69,870.09
2	$69,870.09	$72,074.62	$74,301.65	$76,528.67	$78,710.70	$80,937.73
3	$80,937.73	$83,457.19	$86,404.06	$88,518.61	$91,038.07	$93,557.54
4	$93,557.54	$96,414.43	$99,248.82	$102,105.71	$104,940.11	$107,797.00
5	$109,281.68	$110,496.42	$111,711.16	$112,925.90	$114,140.64	$115,355.39
6	$117,514.92	$118,729.67	$119,944.41	$121,159.15	$122,373.89	$123,588.63
7	$128,177.65	$129,707.32	$131,237.00	$132,766.67	$134,273.85	$135,803.52
8	$146,488.74	$147,995.92	$149,525.59	$151,055.27	$152,562.45	$154,114.62
FINANCIAL YEAR 2026/2027 PERMANENT RATE $ PER HOUR						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$29.64	$30.43	$31.22	$32.01	$32.81	$33.59
2	$33.59	$34.65	$35.72	$36.79	$37.84	$38.91
3	$38.91	$40.12	$41.54	$42.56	$43.77	$44.98
4	$44.98	$46.35	$47.72	$49.09	$50.45	$51.83
5	$52.54	$53.12	$53.71	$54.29	$54.88	$55.46
6	$56.50	$57.08	$57.67	$58.25	$58.83	$59.42
7	$61.62	$62.36	$63.09	$63.83	$64.55	$65.29
8	$70.43	$71.15	$71.89	$72.62	$73.35	$74.09
FINANCIAL YEAR 2026/2027 CASUAL RATE $ PER HOUR (including 25% loading)						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$37.05	$38.04	$39.03	$40.02	$41.02	$41.99
2	$41.99	$43.31	$44.65	$45.99	$47.30	$48.64
3	$48.64	$50.15	$51.93	$53.20	$54.71	$56.22
4	$56.22	$57.94	$59.64	$61.36	$63.06	$64.78
5	$65.67	$66.40	$67.13	$67.86	$68.59	$69.32
6	$70.62	$71.35	$72.08	$72.81	$73.54	$74.27
7	$77.03	$77.95	$78.87	$79.79	$80.69	$81.61
8	$88.03	$88.94	$89.86	$90.78	$91.68	$92.62

SALARY SCALES EFFECTIVE 30/06/2027						
FINANCIAL YEAR 2027/2028 ANNUAL SALARY						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$63,509.12	$65,200.54	$66,891.95	$68,583.37	$70,297.95	$71,966.19
2	$71,966.19	$74,236.86	$76,530.69	$78,824.53	$81,072.03	$83,365.86
3	$83,365.86	$85,960.91	$88,996.19	$91,174.17	$93,769.22	$96,364.26
4	$96,364.26	$99,306.86	$102,226.29	$105,168.88	$108,088.31	$111,030.91
5	$112,560.13	$113,811.32	$115,062.50	$116,313.68	$117,564.86	$118,816.05
6	$121,040.37	$122,291.56	$123,542.74	$124,793.92	$126,045.10	$127,296.29
7	$132,022.98	$133,598.54	$135,174.11	$136,749.67	$138,302.06	$139,877.63
8	$150,883.40	$152,435.80	$154,011.36	$155,586.93	$157,139.32	$158,738.05
FINANCIAL YEAR 2027/2028 PERMANENT RATE $ PER HOUR						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$30.53	$31.35	$32.16	$32.97	$33.80	$34.60
2	$34.60	$35.69	$36.79	$37.90	$38.98	$40.08
3	$40.08	$41.33	$42.79	$43.83	$45.08	$46.33
4	$46.33	$47.74	$49.15	$50.56	$51.97	$53.38
5	$54.12	$54.72	$55.32	$55.92	$56.52	$57.12
6	$58.19	$58.79	$59.40	$60.00	$60.60	$61.20
7	$63.47	$64.23	$64.99	$65.75	$66.49	$67.25
8	$72.54	$73.29	$74.04	$74.80	$75.55	$76.32
FINANCIAL YEAR 2027/2028 CASUAL RATE $ PER HOUR (including 25% loading)						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$38.17	$39.18	$40.20	$41.22	$42.25	$43.25
2	$43.25	$44.61	$45.99	$47.37	$48.72	$50.10
3	$50.10	$51.66	$53.48	$54.79	$56.35	$57.91
4	$57.91	$59.68	$61.43	$63.20	$64.96	$66.73
5	$67.64	$68.40	$69.15	$69.90	$70.65	$71.40
6	$72.74	$73.49	$74.24	$75.00	$75.75	$76.50
7	$79.34	$80.29	$81.23	$82.18	$83.11	$84.06
8	$90.68	$91.61	$92.55	$93.50	$94.43	$95.40

SALARY SCALES EFFECTIVE 30/06/2028						
FINANCIAL YEAR 2028/2029 ANNUAL SALARY						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$65,414.40	$67,156.55	$68,898.71	$70,640.87	$72,406.89	$74,125.18
2	$74,125.18	$76,463.97	$78,826.62	$81,189.27	$83,504.19	$85,866.84
3	$85,866.84	$88,539.73	$91,666.07	$93,909.40	$96,582.29	$99,255.19
4	$99,255.19	$102,286.07	$105,293.08	$108,323.95	$111,330.96	$114,361.84
5	$115,936.94	$117,225.65	$118,514.37	$119,803.09	$121,091.81	$122,380.53
6	$124,671.58	$125,960.30	$127,249.02	$128,537.74	$129,826.46	$131,115.18
7	$135,983.67	$137,606.50	$139,229.33	$140,852.16	$142,451.13	$144,073.96
8	$155,409.91	$157,008.87	$158,631.70	$160,254.53	$161,853.50	$163,500.20
FINANCIAL YEAR 2028/2029 PERMANENT RATE $ PER HOUR						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$31.45	$32.29	$33.12	$33.96	$34.81	$35.64
2	$35.64	$36.76	$37.90	$39.03	$40.15	$41.28
3	$41.28	$42.57	$44.07	$45.15	$46.43	$47.72
4	$47.72	$49.18	$50.62	$52.08	$53.52	$54.98
5	$55.74	$56.36	$56.98	$57.60	$58.22	$58.84
6	$59.94	$60.56	$61.18	$61.80	$62.42	$63.04
7	$65.38	$66.16	$66.94	$67.72	$68.49	$69.27
8	$74.72	$75.49	$76.27	$77.05	$77.81	$78.61
FINANCIAL YEAR 2028/2029 CASUAL RATE $ PER HOUR (including 25% loading)						
LEVEL	**STEP A**	**B**	**C**	**D**	**E**	**F**
1	$39.31	$40.36	$41.41	$42.45	$43.51	$44.55
2	$44.55	$45.95	$47.37	$48.79	$50.18	$51.60
3	$51.60	$53.21	$55.09	$56.44	$58.04	$59.65
4	$59.65	$61.47	$63.28	$65.10	$66.91	$68.73
5	$69.67	$70.45	$71.22	$72.00	$72.77	$73.55
6	$74.92	$75.70	$76.47	$77.25	$78.02	$78.80
7	$81.72	$82.70	$83.67	$84.65	$85.61	$86.58
8	$93.40	$94.36	$95.33	$96.31	$97.27	$98.26

Appendix 2 – Classification of Positions

The Shire commits to conducting regular external salary benchmarks to ensure that our salaries are fair and market related. These benchmarks include pay offered by other comparable Local Government agencies for a similar role.

Numerous factors are considered during a classification and re-classification process, such as job size, task complexity, experience, skills, competence, qualifications, internal parity, affordability, external market data, the Shire's total reward offering and market conditions.

Jobs will be classified based on the levels in this Agreement. The position description will be the main guide for classification. Each job will be checked against the level definitions in this Agreement.

Position Level 1

a) Characteristics of this Level

1. This level is for Employees who have no very little previous experience.
2. Work is routine and simple, using basic skills in a support role.
3. You will work under close supervision with regular coaching and help from your supervisor.
4. Tasks are clearly defined, and instructions are always available.
5. You must follow all Shire policies, procedures, and directions.
6. Freedom to make decisions is very limited and guided by rules and standards.
7. Jobs at this level include lots of on-the-job training and learning about the team's goals.
8. You will not supervise other Employees at this level.

b) Requirements of this Level

Some or all the following skills, knowledge, experience, qualifications and training are needed to perform work at this level:

1. No formal qualifications are needed.
2. You should have basic math skills and be able to read, write, and communicate clearly.
3. The Shire will provide on-the-job training to help you learn.

c) Responsibilities of this Level

To contribute to the operational objectives of the team, directorate and organisation, this level may include some of the following inputs or those of a similar value:

1. Carry out routine tasks.
2. Learn and follow established practices and procedures.
3. Develop interpersonal skills.
4. Learn how to manage your time effectively.
5. Work safely and take responsibility for safe work practices.

Position Level 2

a) Characteristics of this Level

1. Employees work under close supervision and do routine tasks using basic skills.
2. Tasks are clearly defined, and results are easy to achieve. Instructions and help are always available.
3. Freedom to make decisions is very limited, but with experience you may plan your own work within set rules.
4. Supervisors will provide coaching and support, and you will receive on-the-job training.
5. You are responsible for doing your work on time and to a good standard, using basic math and communication skills.
6. You need a basic understanding of procedures and how to use equipment in your work area.
7. General duties are performed, and you must work safely.
8. You will not supervise other staff at this level.

b) Requirements of this Level

Some or all of the following skills, knowledge, experience, qualifications and training are needed to perform work at this level:

1. You are learning about how your team and department work.
2. You need a basic understanding of work practices, policies, and how to use equipment in your area.
3. You should have basic math and communication skills (reading, writing, and speaking).
4. The Shire will provide ongoing on-the-job training.

5. No formal qualifications are required.
6. It would be beneficial if you are studying for a certificate or tickets or doing internal/external training.

c) Responsibilities of this Level

To contribute to the operational objectives of the team, directorate and organisation, this level may include some of the following inputs or those of a similar value:

1. Carry out routine support tasks.
2. Operate equipment in your work area in a simple, straightforward way.
3. Give basic information to other departments or the public when needed.
4. Follow established practices and procedures.
5. Perform general duties as required.
6. Work safely and take responsibility for safe work practices.

Position Level 3

a) Characteristics of this Level

1. You work under regular supervision and follow established procedures and instructions.
2. You carry out a variety of tasks using skills and knowledge developed through experience or training.
3. Work is mainly routine and follows set methods, standards, and practices.
4. You may be responsible for a small task, function, or activity within your work area.
5. You may assist others by sharing practical knowledge or helping implement simple procedures.
6. You may supervise junior Employees by allocating tasks, showing them how to complete work, and checking work quality. This supervision is limited to day-to-day-day task direction and does not include managerial responsibilities.
7. You have some scope to use judgment within clearly defined guidelines.
8. You may resolve minor issues by applying existing procedures.

b) Requirements of this Level

1. You need some or all of the following skills, knowledge, experience, qualifications and/or training to perform work at this level.

2. You are developing effective communication skills for interacting with colleagues and the public.
3. You understand the standard procedures and practices of your work area.
4. You understand the policies, rules, and legal requirements relevant to your work.
5. You apply techniques and methods relevant to your role.
6. No formal qualification is required, although you may have:
    - a relevant trade certificate or licence;
    - a degree, diploma, or certificate (in progress or completed);
    - relevant experience; or
    - skills gained through on-the-job training.

c) Responsibilities of this Level

Employees at this level contribute to day-to-day service delivery and may perform tasks such as:

1. Carrying out a range of tasks using established procedures with limited independent decision-making.
2. Completing tasks with clear and predictable outcomes.
3. Operating workplace equipment and undertaking simple corrective actions.
4. Using systems and equipment relevant to the work area.
5. Performing support tasks that require judgment, confidentiality, and sensitivity.
6. Providing routine information, receiving and recording money, and assisting community members.
7. Supporting qualified or more senior staff on projects or tasks.
8. Providing day-to-day supervision of lower-level Employees by:
    - allocating tasks,
    - monitoring progress and work quality,
    - providing practical guidance, and
    - making sure work is completed to required standards.
    - Identifying and resolving minor workplace issues within established procedures.
    - Conducting routine inspections and applying Shire policies and regulations.
    - Communicating effectively with colleagues, community members, and other stakeholders.
    - Assisting senior staff with projects or activities as directed.

- Completing specific tasks within your area of responsibility.
- Applying knowledge of established work practices and procedures.
- If supervising a work activity or minor program: coordinating the workflow of the task only.
- Following all safe work practices.

Position Level 4

a) Characteristics of this Level

1. You work under general supervision and follow well-established procedures and guidelines.
2. Graduates commencing at this level work under direct guidance from a senior Employee or supervisor.
3. You solve routine and moderately complex problems using your knowledge and experience. Assistance is available when needed.
4. You may receive direction on broader aspects of your work and may assist lower-level Employees with day-to-day tasks.
5. You have some scope to use initiative when applying established procedures.
6. You may supervise others by coordinating daily tasks, monitoring workflow, and providing practical guidance.
7. You are responsible for organising your own work and coordinating the work of Employees you supervise. This does not include managerial responsibilities.

b) Requirements of this Level

Employees at this level support operational and service delivery outcomes and may carry out tasks such as:

1. Taking responsibility for activities within a specialised or defined area of work.
2. Being responsible for one or more functions within the work area.
3. Assisting with matters where procedures may not be clearly defined, while not being the sole decision-maker.
4. Coordinating the day-to-day work of other Employees and providing practical guidance as required.
5. Carrying out inspections or reviews to ensure compliance with relevant Acts, Regulations, Local Laws, and Shire policies.
6. Providing information to community members, landholders, or agencies about compliance obligations and related processes.
7. Giving advice on requirements under relevant legislation, policies, standards, or codes.

8. Undertaking basic assessment or review tasks within the work area (e.g., minor development assessments).
9. Coordinating community service programs or delivering a single program at a more advanced level.
10. Planning and supporting community-based projects or activities.

c) Responsibilities of this Level

Employees at this level support operational and service delivery outcomes and may carry out tasks such as:

1. Taking responsibility for activities within a specialised or defined area of work.
2. Being responsible for one or more functions within the work area.
3. Assisting with matters where procedures may not be clearly defined, while not being the sole decision-maker.
4. Coordinating the day-to-day work of other Employees and providing practical guidance as required.
5. Carrying out inspections or reviews to ensure compliance with relevant Acts, Regulations, Local Laws, and Shire policies.
6. Providing information to community members, landholders, or agencies about compliance obligations and related processes.
7. Giving advice on requirements under relevant legislation, policies, standards, or codes.
8. Undertaking basic assessment or review tasks within the work area (e.g., minor development assessments).
9. Coordinating community service programs or delivering a single program at a more advanced level.
10. Planning and supporting community-based projects or activities.
11. Performing moderately complex tasks such as social planning, data collection, survey work, or community analysis.
12. Providing support requiring judgment, initiative, confidentiality, and sensitivity.
13. Operating workplace equipment confidently and identifying routine operational issues.
14. Undertaking duties of a professional or specialised nature where relevant, such as:
    - completing part of a broader assignment,
    - assisting senior staff,
    - carrying out specialised tasks aligned to your role.
15. Ensuring safe work practices are followed.

Position Level 5

a) Characteristics of this Level

1. You work under general direction and use your skills, knowledge, and experience to complete your work within established guidelines.
2. You have knowledge and capability gained through qualifications and/or experience relevant to your role.
3. You may contribute to developing or improving procedures in your work area.
4. You may coordinate different functions or handle activities that are more complex than routine tasks.
5. You may supervise Employees by allocating tasks, supporting workflow, and providing practical guidance. This supervision does not include managerial decision-making.
6. You have a sound understanding of the programs, activities, policies, or services related to your work area.
7. You are responsible for planning, organising, and prioritising your own work and, coordinating the work of Employees you supervise.
8. You may set task outcomes and make improvements to work practices where general procedures are not fully defined.

b) Requirements of this Level

To perform work at this level, you may require:

1. Knowledge of the laws and regulations relevant to your work area.
2. A solid understanding of your section's procedures, policies, and activities.
3. Strong knowledge and experience in your field or discipline.
4. An understanding of how different Shire departments operate and the services they provide.
5. If you provide specialist advice, you must understand the key principles of your area of expertise.

c) Responsibilities of this Level

Employees at this level contribute to operational and service delivery outcomes and may perform tasks such as:

1. Using judgment to complete work where procedures may not be clearly defined.
2. Being responsible for one or more functions in the work area.
3. Helping identify performance goals for projects, programs, or tasks.
4. Assisting with interpreting issues or matters that require consideration where no established procedures exist.
5. Providing complex or higher-level support to senior staff.

6. Managing your own work and coordinating the day-to-day activities of subordinate staff, including allocating tasks and monitoring workflow.
7. Ensuring compliance with legislative or policy requirements relevant to your work.
8. Carrying out a range of tasks related to programs, activities, or services delivered by the Shire.
9. If working in a professional capacity:
    - collaborating with other professionals on relevant matters; and
    - discussing straightforward issues with clients, coordinating a project or work program within your discipline.

Position Level 6

a) Characteristics of this Level

1. You have substantial experience and expertise in your field and are regarded as a senior or specialist Employee within your work area.
2. You work under general direction and carry out a range of tasks requiring advanced knowledge and skills to support the objectives of your team and the Shire.
3. You follow established work practices but may need to use initiative and judgment when guidelines are unclear or incomplete.
4. You contribute to improving or developing programs, processes, and procedures in your work area.
5. You may coordinate a function or activity and provide advice to less experienced staff.
6. You plan and organise your own work and may coordinate the work of Employees by allocating tasks, monitoring workflow and deliverables.
7. You may set priorities, organise work programs, and determine effective operational methods within established boundaries.
8. For projects or specialist tasks, you establish outcomes that align with departmental and Shire goals.

b) Requirements of this Level

1. A sound understanding of departmental programs, policies, and activities.
2. Strong knowledge of your discipline or area of work, gained through experience and/or qualifications.
3. A good understanding of the Shire's organisational structure and functions.
4. Relevant qualifications and/or substantial experience suited to the role.
5. The ability to follow and contribute to safe work practices, including helping identify operational safety requirements and supporting risk-management activities.
6. If coordinating staff, a working knowledge of basic human resource and team leadership principles relevant to day-to-day task direction.

c) Responsibilities of this Level

Employees at this level contribute to operational, project, and service delivery outcomes. Work may include:

1. Coordinating a range of functions within the work area that require advanced knowledge and skills.
2. Taking responsibility for moderately complex projects or components of larger assignments.
3. Assisting with or preparing work area budgets.
4. Setting priorities and monitoring workflow within the area of responsibility.
5. Providing specialist or advanced advice to Employees at lower classification levels.
6. Using judgement and initiative where established procedures do not exist or are unclear.
7. Operating as a senior specialist within the work area and making decisions within defined boundaries.
8. Planning or coordinating the operations of a facility, program, or service area, including relevant reporting requirements.
9. Undertaking analysis, planning, review, research, or service development activities in support of projects or programs.
10. Preparing reports, recommendations, and documentation needed for program, project, or service delivery.
11. Exercising professional judgment within defined parameters, which may include overseeing certain functions or project components.
12. Developing, coordinating, or managing moderately complex community or service-based programs.
13. Ensuring compliance with relevant legislation, policies, standards, and procedures within the work area.
14. Using strong interpersonal skills when working with staff, clients, or community members.
15. Following safe work practices and supporting safe work processes

Position Level 7

a) Characteristics of this Level

1. You have extensive experience and expertise in your field and are regarded as a senior or specialist Employee within your work area.
2. You apply advanced knowledge gained through significant experience, training, or education.
3. You have a comprehensive understanding of the Shire's roles, structures, services, and the requirements of your directorate.

4. You may contribute to developing or improving operational policies, practices, and guidelines.
5. You have scope to influence operational activities and recommend improvements to work methods within your area of expertise.
6. You contribute to planning and delivering work area activities, programs, or significant projects.
7. You may assist with preparing budgets and provide complex reports and recommendations to senior staff.
8. You provide expert advice and guidance to Employees at lower levels.
9. You make decisions within your area of responsibility and offer specialist advice on complex or unusual matters.
10. You set task outcomes, establish priorities, and monitor workflow to support Shire and directorate objectives.
11. You may coordinate staff or contractors in a day-to-day operational capacity, including task allocation, workflow monitoring and ensure key deliverables are met.
12. You solve complex problems using advanced knowledge, initiative, and analytical skills.
13. If coordinating staff, you are expected to demonstrate sound leadership in guiding daily work.
14. You use high-level interpersonal skills to support problem solving, communication, collaboration, and stakeholder engagement.
15. You have a strong understanding of the organisation's longer-term goals, structure, programs, and practices.

b) Requirements of this Level

To work at this level, you may require:

1. Comprehensive knowledge of Shire policies relevant to your work area or directorate.
2. Detailed understanding of statutory or regulatory requirements relevant to your role.
3. Strong communication, negotiation, and interpersonal skills.
4. Relevant qualifications and/or substantial experience appropriate to the role.
5. Commitment to safe work practices and the ability to support work area safety and risk management requirements.
6. If coordinating staff, a working knowledge of the basic principles of operational team leadership.

c) Responsibilities of this Level

Employees at this level contribute to operational and service outcomes and may perform tasks such as:

1. Providing advice on policy matters and contributing to policy development processes.
2. Undertaking duties that span multiple subject areas or disciplines.
3. Negotiating matters relevant to the work area with internal or external stakeholders.
4. Supporting the implementation, monitoring, and review of workplace safety and risk-management processes.
5. Developing or contributing to procedures that support safe operational practices.
6. Preparing detailed reports, recommendations, and documentation for senior staff.
7. Coordinating complex projects or components of major programs.
8. Setting priorities, establishing task outcomes, and monitoring workflow in the work area.
9. Providing high-level advice to other staff and supporting project or program development.
10. Exercising advanced judgment and initiative where guidelines may not be fully established.
11. Supporting community, service, or organisational programs through planning, analysis, coordination, or specialist input.
12. Ensuring compliance with legislative, policy, or operational requirements relevant to the work area.
13. Using strong interpersonal skills to communicate with staff, contractors, stakeholders, and community members.
14. Where coordinating staff: providing day-to-day operational and delivery guidance, allocating work, and monitoring progress.

Position Level 8

a) Characteristics of this Level

1. You work under limited direction and apply advanced skills and extensive experience to carry out a wide range of functions within your work area or as a senior.
2. You may contribute to developing operational procedures and processes that influence activities and outcomes within your work area or across related community programs.
3. You help establish programs, procedures, and work practices and provide support and advice to other Employees and sections across the organisation.

4. You are responsible for making decisions within your work area and providing high-level specialist advice to other Employees.
5. You assist with planning, reviewing, or coordinating significant programs, projects, or service activities.
6. You may contribute to the development of budgets, plans, or reports required for operational decision-making.
7. You provide expert guidance to Employees at lower levels and support a broad range of activities, programs, or projects.
8. You make decisions on complex or unusual matters within your area of expertise.
9. You set task outcomes, plan priorities, and monitor workflow to support directorate and organisational objectives.
10. You may coordinate a work area, project, program, or specialist function, including task allocation and workflow oversight.
11. You resolve complex operational issues using advanced skills, initiative, and judgment.
12. You use strong interpersonal skills to communicate effectively, resolve issues, and work collaboratively across the organisation.
13. You have an in-depth understanding of the organisation's -depth understanding of the organisation's long-term goals, structure, programs, and operational work practices.

b) Requirements of this Level

Employees at this level may require:

1. Extensive knowledge of Shire policies relevant to their section or directorate.
2. Detailed understanding of statutory or regulatory requirements relevant to their role.
3. Advanced communication, negotiation, and interpersonal skills.
4. Relevant qualifications and/or substantial experience suited to the role.
5. Ability to support workplace safety and risk management-management responsibilities relevant to the work area.
6. Where coordinating staff, a working knowledge of team leadership principles as they relate task and operational direction.
7. A strong understanding of the Shire's structure, services, and long-term objectives.
8. Comprehensive knowledge of work practices and programs relevant to the role.

c) Responsibilities of this Level

Employees at this level contribute to operational and organisational objectives. Responsibilities may include:

1. Coordinating significant work activities, programs, or projects within the work area and providing input into operational planning and reporting.
2. Preparing and contributing to budgets, reports, and recommendations for senior staff consideration.
3. Providing high-level advice and guidance to Employees at lower levels.
4. Making complex decisions within the scope of the work area and providing advice on difficult or unusual matters.
5. Consulting and assisting other sections or directorates on issues relevant to the role.
6. Setting task outcomes, establishing priorities, and monitoring workflow to achieve required outcomes within the work area.
7. Providing oversight and coordination of a work area, substantial work program, specialist function, or project component.
8. Solving complex operational problems requiring advanced knowledge, initiative, and judgment.
9. Ensuring compliance with relevant legislation, policies, procedures, and standards.
10. Using strong interpersonal and communication skills to liaise with staff, contractors, internal stakeholders, and community members.
11. Where coordinating staff: allocating tasks, monitoring workflow and outcomes, and providing operational supervision.

Appendix 3 – Apprentice rates of pay

4 Year Apprenticeship Program

Year of Apprenticeship	**Have not completed year 12** **% Of Level 4 rate**	**Have completed year 12**
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	90	90

3 Year Apprenticeship Program

Year of Apprenticeship	**Have not completed year 12** **% Of Level 4 rate**	**Have completed year 12**
1st year	50	55
2nd year	70	70
3rd year	90	90

An Adult Apprentice will be paid no less than the minimum weekly rate for Level 2

Signatories to the Agreement

This Industrial Agreement is made under the *Industrial Relations Act 1979 (WA)*, between the Shire of Ashburton and Western Australian Municipal Administrative and Clerical Services Union (**WASU**) and Local Government Racing and Cemeteries Employees Union (WA) (**LGRCEU**).

Signed for and on behalf of **Shire of Ashburton:**

Keith Woodward
Name of person authorised to sign

Chief Executive Officer
Position

Lot 246, Poinciana Street, Tom Price, WA, 6751
Address

Signature on behalf of the Shire of Ashburton

28 April 2026
Date

Signed for and on behalf of the Western Australian Municipal Administrative and Clerical Services Union (**WASU**):

JILL HUGO
Name of person authorised to sign

Assistant Secretary
Position

102 East Pde East Perth
Address

Signature on behalf of Western Australian Municipal Administrative and Clerical Services Union (**WASU**)

Date 29/4/26

Signed for and on behalf of the Local Government Racing and Cemeteries Employees Union (WA) (**LGRCEU**):

Andrew Gerard Johnson
Name of person authorised to sign

General Secretary
Position

Unit 209, 396
Address Scarborough Beach Road, OSBORNE PARK WA 6017

Signature on behalf of Local Government Racing and Cemeteries Employees Union (WA) (**LGRCEU**)

Date 29 Apr 2026

Local Government, Racing and Cemeteries Employees Union (WA) LGRCEU

Shire of Ashburton

ABN 29 335 501 982

COMMON SEAL