



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Northern Agricultural Catchments Council
(AG2014/5187)

NORTHERN AGRICULTURAL CATCHMENTS COUNCIL ENTERPRISE AGREEMENT 2013

Local government administration

COMMISSIONER WILLIAMS

PERTH, 14 MAY 2014

Application for approval of the Northern Agricultural Catchments Council Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Northern Agricultural Catchments Council Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Northern Agricultural Catchments Council. The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 May 2014. The nominal expiry date of the Agreement is 30 June 2016.

COMMISSIONER

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**NORTHERN AGRICULTURAL CATCHMENTS COUNCIL
ENTERPRISE AGREEMENT 2013**

1. - TITLE

This Agreement shall be known as the Northern Agricultural Catchments Council Enterprise Agreement 2013 (Agreement).

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3. – DATE OF OPERATION

- 3.1 The nominal expiry date of this Agreement will be 30 June 2016.
- 3.2 The parties to this Agreement acknowledge that this agreement can be varied by consent of both parties, and subject to approval by the Fair Work Commission, at any time during its currency.
- 3.3 The parties to this Agreement shall be:
- 3.3.1 The Northern Agricultural Catchments Council of 201 Lester Avenue, Geraldton, WA 6531 (Employer); and
- 3.3.2 Employees employed by the Northern Agricultural Catchments Council (Employees). The Chief Executive Officer and Corporate Services Manager are not covered by the terms of this Agreement.
- 3.4 If any provision of this Agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

4. –INDIVIDUAL FLEXIBILITY

- 4.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 4.1.1 the agreement deals with one or more of the following matters:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates; and
 - allowances
- 4.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in subclause 4.1.1; and
- 4.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 4.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- 4.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- 4.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- 4.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 4.3 The Employer must ensure that the individual flexibility arrangement:
- 4.3.1 is in writing; and
- 4.3.2 includes the name of the Employer and Employee; and
- 4.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 4.3.4 includes details of:
- the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the Employee will be better off overall in relation to the terms and conditions of his or her Employment as a result of the arrangement; and
- 4.3.5 states the day on which the arrangement commences.

- 4.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 4.5 The Employer or Employee may terminate the individual flexibility arrangement:
- 4.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 4.5.2 if the Employer and Employee agree in writing — at any time.

5. – OBJECTIVES OF AGREEMENT

The achievement of the following objectives are required for the payment of collective salary increases, as provided for in Clause 10 – Salary.

KPIs as discussed with Line Manager with annual increments effected on the first pay period of every financial year.

6. –EMPLOYMENT CATEGORIES

The Employees may be employed in any of the following categories:

6.1 Continuing Employment- Full-time

A full-time Employee shall be employed to work an average of 75 ordinary hours per fortnight.

6.2 Continuing Employment Part-time

6.2.1 A part-time Employee shall mean an Employee who works regularly for an average of less than 75 ordinary hours in any fortnight.

6.2.2 Part time Employees receive on a pro rata basis, equivalent pay and conditions to those of full-time Employees.

6.2.3 By agreement an Employer and Employee may vary the agreed hours of work. In the event that an Employer seeks to vary the agreed hours of work without the consent of the Employee, two weeks notice should be provided.

6.3 Non-continuing - Casual Employment

6.3.1 Casual Employees shall be paid a 25% loading in addition to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for ordinary hours of work performed. The ordinary hourly rate is calculated by dividing the annual base rate of pay by 52 and then dividing this amount by 37.5.

6.3.2 A Casual employee is not entitled to, annual leave, personal leave, public holidays, notice of termination and severance pay provided for by the Agreement.

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

6.3.4 Casual loading is not paid in addition to overtime penalty rates. A casual Employee shall be entitled to payment of overtime on the hourly base rate of pay exclusive of casual loading.

6.4 Non-continuing - Temporary Employment

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

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

6.5 Maximum term contracts

Maximum term contracts shall apply to an Employee who is engaged for a specific project or for a specific period.

6.6 Annual base rate of pay

The annual base rate of pay of an Employee is the rate of pay payable to the Employee for his or her ordinary hours of work.

7. – HOURS OF WORK

7.1 The ordinary hours of work will be 1950 per annum (inclusive of all categories of leave), resulting in an average of 75 hours per fortnight

7.2 Span of ordinary working days

Except as otherwise provided, the ordinary working days for all Employees shall be between Monday and Friday (inclusive).

7.3 Span of ordinary working hours

Except as otherwise provided, the ordinary working hours for all Employees shall be between the hours of 6 am and 8 pm.

Working outside these hours is to be agreed between the employee and employer prior to the event.

7.4 Maximum ordinary hours in a day

Unless otherwise agreed between the Employer and Employee, an Employee may work up to a maximum of 10 ordinary hours on any day (excluding unpaid meal breaks).

7.5 Changes to Employee start, finish and/or meal times

The Employer may vary an Employee's start, finish and/or meal times following consultation with that Employee, provided that such change is reasonable having regarded:

- the operational requirements of the Employer;
- the personal circumstances of the Employee;
- the observance of appropriate occupational health and safety standards; and
- the period of notice given to the Employee.

7.6 Individual Agreement

Notwithstanding the above provisions, the Employer and Employee(s) may agree to an alternative arrangement of how working hours may be worked. All agreements shall be in writing indicating the Employees affected and the terms of the agreement.

7.7 Definition of Service

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

8. – TIME OFF IN LIEU ARRANGEMENTS

- 8.1 The Employer recognises that an Employee may occasionally be required to work for more than 75 hours per fortnight in order to carry out their role in the organisation. Where the Line Manager has required an employee to work more than 75 hours in a fortnight, an employee can accumulate these extra hours as time off in lieu ("TOIL"). Accumulated TOIL hours are to be taken as a period of leave as either a full day (7.5 hours) or as a part day with approval from their Manager.
- 8.2 An Employee can accrue a maximum of 22.5 hours TOIL. Any hours exceeding the maximum of 22.5 will not accrue and cannot be redeemed by the employee unless the employee is at the 22.5 limit and is specifically required to work extra hours by their supervisor. TOIL hours will accrue at the ordinary time rate, that is an hour off for each hour of extra time worked from Monday to Friday inclusive.
- 8.3 TOIL hours are to be recorded in a TOIL register and must include an authorisation from the Manager of the Employee that these extra hours were required. The Manager is also responsible for verifying TOIL entitlements and ensuring that the TOIL register contains an accurate reflection of hours accrued and hours taken.

9. – BREAKS

- 9.1 An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.
- 9.2 In the case of unforeseen circumstances, the meal break may be delayed and shall be taken as soon as practicable, subject to the observance of appropriate health and safety standards. Breaks must be recorded.

10. – SALARY

- 10.1 All Employees covered by this Agreement shall be classified according to the Level structure set out in Skill Descriptors.
- 10.2 Employers must advise their Employees in writing of their Level on commencement of employment and of any subsequent changes to their Level. The classification Level must be determined by the Employer according to the skill level or levels required to be exercised by the Employee in order to carry out the principal functions of their employment.
- 10.3 The relevant salaries are contained in Schedule B – Salary.

3% pay increase for each year of the EBA, starting 1/7/2013.

Incremental progression where agreed KPIs have been exceeded

Employees to be given the opportunity to discuss incremental progression at least once a year during their review.

To receive an incremental progression Employees need to demonstrate that:

- The Employee has performed at a level higher than expected and/or taken on a higher level of responsibility over a sustained period, over the preceding review cycle; and
- The Employee has acquired new or enhanced skills that are required by the Employer.

Movement to higher bracket

Movement to a higher stream (administration, projects and management) may only occur if it can be shown that the Employee's role has changed and they now meet the criteria for the next stream.

Employees will receive notification in writing of the change to their increment and annual salary. Development agreements must be reviewed at least annually from the Employees start date.

11. – ALLOWANCES

11.1 Vehicle

Where the CEO or CSM requires an Employee to use their own vehicle in or in connection with the performance of their duties such Employee will be paid an allowance for each kilometre of authorised travel per the prevailing Australian Tax Office rate which is currently:

- Over 2601cc-75 cents per kilometre
- 1601-2600cc-74 centres per kilometre
- Below 1600cc- 63 cents per kilometre

11.2 Reimbursement Expenses

All reasonable expenses incurred at the direction of the Employer, including out-of-pocket, accommodation, travelling expenses and special protective clothing, incurred in connection with the Employee's duties shall be paid by the Employer and, where practicable shall be included in the next pay period.

The method and mode of travelling or the vehicle to be supplied or to be used shall be arranged mutually between the Employer and the Employee. Travelling arrangements shall be agreed between the Employer and the Employee in advance.

The Employer may require the Employee to present proof of payment prior to the reimbursement.

12. – SUPERANNUATION

12.1 The Employer will make superannuation contributions in accordance with the *Superannuation Guarantee Administration Act 1992* and the *Superannuation Guarantee Charge Act 1992*.

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

13.2.1 The default fund shall be the Sandhurst Trustees (Bendigo Bank Super)

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

13. – MIXED FUNCTIONS AND HIGHER DUTIES

13.1 Mixed functions

An Employer may direct an Employee to carry out any duties that are reasonably within the limits of the Employee's skill, competence and/or training. Such direction may include the use of tools; equipment and/or plant as may be required, provided that the Employee has been properly trained in the use of such tools; equipment and / or plant.

13.2 Higher Duties

An Employee directed or appointed by the CEO or CSM to relieve in a higher level position for more than 4 weeks shall be paid the first increment of the Senior Employee's current salary stream if the Senior Employee is at a higher stream or if both Employees are in the same salary stream the acting Employee shall receive one increment below the Senior Employee current salary level. Higher duties shall not be paid when the relieving Employee is absent on leave.

14. – PAYMENT OF WAGES

Employees shall be paid fortnightly by electronic funds transfer into the Employee's nominated account or other agreed method.

15. – SALARY PACKAGING

A salary sacrifice arrangement is also referred to as salary packaging or total remuneration packaging. It is an arrangement between an Employer and an Employee, where the Employee agrees to forgo part of their future entitlement to salary or wages in return for the Employer providing them with benefits of a similar value. The Employer will accommodate salary sacrificing arrangements for Employees provided the arrangement is in writing and complies with the Australian Tax Office (ATO) regulations and guidelines and does not impact financially upon the Employer.

Such arrangements shall be applied for by the Employee and the Employee acknowledges that they are responsible for obtaining their own independent financial advice in relation to such arrangements.

16. – ANNUAL LEAVE

16.1 Annual leave shall accrue at the rate of 150 hours per annum. Pro-rata entitlement when employed on hours less than 75 hours a fortnight.

16.1.1 Additional Christmas Leave

Employees are entitled to paid Christmas leave, in addition to their annual leave over the period from Christmas Day (December 25th) to New Year's Day (January 1st) inclusive provided the Employee is continuing employment into the New Year.

This covers the period between Christmas and New Year when the NACC office is closed.

16.2 By agreement between the Employer and an Employee, the Employee may request in writing to cash out a portion of their accrued annual leave entitlement provided:

16.2.1 That after the annual leave is cashed out, the employees remaining accrued entitlement to paid annual leave is at least 4 weeks; and

16.2.2 That each cashing out of a particular amount of paid leave must be by a separate agreement in writing between the employer and the employee; and

16.2.3 That the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

16.3 Payment in lieu of accrued annual leave shall be paid on termination.

16.4 By agreement between the CEO and an Employee, the Employee may request in writing to purchase up to an extra 1 week of annual leave in exchange for forgoing an equivalent amount of pay. Any arrangement will be for one year only.

17. – PERSONAL LEAVE

17.1 Paid personal leave is available to the Employee when they are absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support (carer's leave); or
- for an unexpected emergency affecting the immediate family or household member; or
- because of the serious illness, injury or death of an immediate family or household member (compassionate leave)

17.2 The term 'personal/carer's leave' covers both sick leave and carer's leave. The employee is entitled to 10 days per year. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.

Personal/carer's leave continues to accrue when an employee takes a period of paid personal/carer's leave or paid annual leave. Personal/carer's leave will not accrue on any form of unpaid leave

17.3 Additional Leave

Leave of up to 5 days in total per year non-cumulative paid leave may be taken for the following:

Cultural/Ceremonial:

This leave may be taken to:

- Meet the employee's customs or traditional law; or
- To participate in cultural and/or ceremonial activities.

Prior approval must be obtained from the employee's line manager (who may request evidence).

Community Service:

Leave shall be granted for employees who are active members of and have been called to duty for the State Emergency Services, St Johns Ambulance, volunteer Fire and Rescue, Bush Fire, Volunteer Marine, Red Cross Emergency Services or Fire and Emergency Services (FESA). Attendance to such duties must be declared by the recognised authority with proof of the employee's requirement to

attend such an emergency. CEO will determine coverage under this section of leave if the emergency services agency is not listed above.

Moving:

This leave may be taken to facilitate moving house at a day per instance.

Study:

Prior approval must be obtained from the CEO or CSM (who may request evidence).

17.3 In addition to above leave the Employee is entitled to up to two days paid compassionate leave on any occasion on which a member of the Employee's immediate family or household:

17.3.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

17.3.2 sustains a personal injury that poses a serious threat to his or her life; or

17.3.3 dies.

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

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

17.4.2 The term immediate family includes:

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

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

18. – COMMUNITY SERVICE LEAVE

Community service leave is provided for as in the NES. The NES is the National Employment Standards. Employees may be entitled to an extra day a year if participating in community services with a volunteer organisation in their hometown with approval of the CEO.

19. – PARENTAL LEAVE

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

19.2 Employees who meet the requirements of clause 19.1 are entitled to 2 weeks paid parental leave if they are pregnant or they are the primary care giver of the child. Paid Parental Leave forms part of the 52 week maternity leave entitlement.

- 19.3 Entitlements to Maternity, Paternity and Adoption leave are available as follows:
- 19.3.1 Maternity Leave is available to an Employee giving birth to a child.
 - 19.3.2 Paternity Leave is available to an Employee that is the spouse of a person giving birth to a child.
 - 19.3.3 Adoption Leave is available to an Employee adopting a child.
- 19.4 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.
- 19.5 Employee's returning from periods of Parental Leave are entitled to the same position held by them immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.

20. – LONG SERVICE LEAVE

- 20.1 An Employee shall be entitled to 13 weeks long service leave after 7 years continuous service as a full-time or part-time Employee. An Employee will be entitled to a further 13 weeks' pay on the completion of 14 years continuous service.
- 20.2 An Employee who has their employment terminated after 4 years continuous service as a full-time or part-time employee will be entitled to a pro-rata long service leave entitlement only where the termination is due to the fact that funding for their position has been fully discontinued.
- 20.3 Long service leave can be taken in one continuous period or in separate periods of not less than one week.
- 20.4 Long service leave entitlements are paid at the ordinary rate of pay applicable at the time the leave is taken.
- 20.5 An Employee shall not, during any period when they are on long service leave, engage in any employment for reward in substitution for the employment from which he is on leave.
- 20.6 For the purposes of this Agreement, all of the following constitute continuous service.
- Any period of absence from duty for:
- 20.6.1 annual leave
 - 20.6.2 long service leave
 - 20.6.3 public holidays
 - 20.6.4 personal leave
- 20.7 For the purposes of this Agreement, any absence of the Employee from his employment if the absence is authorised by the Employer will constitute continuous service.
- 20.8 For the purposes of this Agreement, any standing-down of the Employee in accordance with the provisions of an industrial instrument will constitute continuous service.
- 20.9 For the purposes of this Agreement, the definition of ordinary rate of pay is remuneration for an Employee's normal weekly number of hours of work calculated on the pay rate applicable to the Employee but does not include shift premiums, overtime, penalty rates or allowances.

21. – PUBLIC HOLIDAYS

- 21.1 The Employee shall be entitled to the public holidays of New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day; and Western Australia Day.
- 21.2 Public holidays are not absorbed against annual leave taken, but represent an additional day.

22. – ORGANISATIONAL POLICIES AND PROCEDURES

The Employer shall ensure that all policies and procedures are communicated in writing to Employees. The Employee shall familiarise themselves with and abide by all of the Northern Agricultural Catchments Council rules, regulations and policies as may be current from time to time.

23. - CONSULTATION PROCEDURE

- 23.1 This term applies if the employer:
- 23.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 23.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 23.2 For a major change referred to in paragraph (23.1.1):
- 23.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
 - 23.1.2 subclauses (23.3) to (23.9) apply.
- 23.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 23.4 If:
- 23.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 23.4.2 the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 23.5 As soon as practicable after making its decision, the Employer must:
- 23.5.1 discuss with the relevant Employees:
 - the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - 23.5.2 for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.
- 23.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

23.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

23.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses (23.2.1) and (23.3) and (23.5) are taken not to apply.

23.9 In this term, a major change is likely to have a significant effect on Employees if it results in:

23.9.1 the termination of the Employment of Employees; or

23.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

23.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

23.9.4 the alteration of hours of work; or

23.9.5 the need to retrain Employees; or

23.9.6 the need to relocate Employees to another workplace; or

23.9.7 the restructuring of jobs.

23.10 For a change referred to in paragraph (23.1.2):

23.10.1 the employer must notify the relevant employees of the proposed change; and

23.10.2 subclauses (23.11) to (23.15) apply.

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

23.12 If:

23.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

23.12.2 the employee or employees advise the employer of the identity of the representative; the Employer must recognise the representative

23.13 As soon as practicable after proposing to introduce to introduce the change, the Employer must:

23.13.1 discuss with the relevant Employees the introduction of the change and:

23.13.2 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 employer reasonably believes will be the effects of the change on the Employees; and
- information about any other matters that the Employer reasonably believes are likely to affect the Employees ; and

23.13.1 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).

23.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

23.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

23.16 In this term, relevant Employees means the Employees who may be affected by a change referred to in clause (23.1).

24. – TERMINATION OF EMPLOYMENT

- 24.1 The Employer may end the employment of the Employee by giving them notice. The Employee may resign from employment by giving notice to the Employer. The amount of notice required to be given by the Employer is 4 weeks for all staff
- 24.2 The notice of termination required to be given by an Employee is the same as that required of an Employer, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination, under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause, less any period of notice actually given by the Employee.
- 24.2.1 For the purposes of ending employment, this period of notice is increased by one week if the Employee is over 45 years old and has completed at least two years continuous service with the Employer. The Employer may, instead of giving notice, pay the Employee wages equivalent to the required period of notice.
- 24.3 An Employee who has been absent for a period of five working days, without the consent of the Employer, and during such time has not established to the satisfaction of the Employer that he/she was absent for reasonable cause, he/she will be deemed to have abandoned his/her Employment without notice. Provided that the Employer will make reasonable effort to contact the Employee before the contract is terminated under this subclause.
- 25.3.1 Termination in such circumstances will operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted.
- 24.4 During a probationary period, either the Employer or the Employee may terminate employment relationship with the giving of one week's notice, or payment in lieu of one week's salary.
- 24.5 The Employer may end the employment of an Employee without notice if the Employee's conduct is clearly wrong, dangerous or unsuitable for their employment. Similarly, the Employee may end their employment without notice if the Employer's conduct is clearly wrong, dangerous or unsuitable for their employment.
- 24.6 If at any time the Employee is charged with any criminal offence, or in such other serious matter the Employer may suspend the Employee from duty while the matter is investigated, if deemed necessary by Employer.

25. – REDUNDANCY

- 25.1 Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour. To eliminate doubt, where there is a reduction in funding that results in the Employer having to terminate the employment of a particular Employee, this does not constitute a redundancy.

- 25.2 Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.
- 25.3 An Employee, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	18 weeks' pay

- 25.4 Severance payments do not apply if the employer obtains acceptable alternative employment for an employee.

26. - DISPUTES RESOLUTION PROCEDURE

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


- 26.1 in the first instance by discussions between the Employee or Employees concerned and the relevant supervisor; and
- 26.2 if such discussions do not resolve the dispute, discussions between the Employee or Employees concerned and CEO ; and
- 26.3 a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at their own expense; and
- 26.4 if a dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution by mediation and/or conciliation and/or expressing a recommendation. ;
- 26.5 if the dispute cannot be resolved by the mechanisms outlined in clause 26.4 the parties may, by agreement, refer the matter to the Fair Work Commission for arbitration .
- 26.6 if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- 26.7 it is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.

27. SIGNATORIES TO AGREEMENT

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

Signatures:

For Northern Agricultural Catchments Council, 201 Lester Avenue, Geraldton, 6530



Signed:

Tom MAINA P.O. Box 1202
Name in full (printed): GERALDTON, WA 6531

CORPORATE SERVICES MANAGER
Position:

01.04.2014
Date

And the Employee Representative Committee/



Signed:

Emma Jackson
Name in full (printed):

4 Mark way
Mt Tarcoola
WA 6530

GIS Coordinator
Position:

1/4/2014
Date


Signed:

SUZANNE RYALL
Name in full (printed):

PO BOX 36
WALKAWAY
WA 6528

ACCOUNTANT
Position:

01/04/2014
Date

SCHEDULE A – SKILL DESCRIPTORS

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

STREAM: JUNIOR LEVEL J (J1-J5)

Descriptor	Entry level administration/Work experience
Activities	Routine Office duties: data entry, reception, mail, filing, booking etc
Qualifications	On the job training Year 10 qualification
Experience	Entry level/trainee position, no experience required
Skills	Practical application of basic administration skills and procedures Core literacy and numeracy skills Develop customer service skills Develop computing skills Develop knowledge of work practices
Relationships	Assist other staff with routine duties as a junior team member
Supervision	Work under close and direct supervision
Authority & Autonomy	Work outcomes closely monitored Freedom to act limited by standards and procedures Assistance readily available
Personal Risk	Works in an office – Minimal personal risk
Impact	Minimal impact on clients or agency results
Job Titles	Trainee/ Office Assistant

STREAM SUPPORT LEVEL S (S1-S6)

Descriptor	Office Support-Clerical, reception and secretarial
Activities	Telephone and Customer Service Maintain equipment and stationery supplies Maintain property facilities and records/filing systems Maintain and operate office equipment Distribute office correspondence including large mail outs Provide office support to other staff including research to obtain quotes Record incoming and outgoing mail Assist in organising functions and meetings Taking minutes at meetings Arrange travel and accommodation Receive and account for monies Maintain records Filing, Faxing, Photocopying, Shredding
Qualifications	TAFE Certificate or equivalent skills and experience On the job training
Experience	Work experience in a secretarial, clerical and/or reception role
Skills	Practical application of administration skills and procedures Core literacy and numeracy skills Customer service skills Computing skills in word processing, spreadsheets and data entry Knowledge of work practices
Supervision	Works under regular supervision Reports to Line Manager
Relationships	Assist other staff with administrative duties
Authority & Autonomy	Work outcomes monitored Freedom to act within established guidelines Exercise limited judgement Assistance readily available
Personal Risk	Works in an office – Minimal personal risk
Impact	May inconvenience clients/staff leading to complaints
Job Titles	Administrative Assistant/Receptionist

STREAM ADMINISTRATION LEVEL A (A1-A6)

Descriptor	Office administration
Activities	Office duties as per Level S –Support plus some of the following duties: Provide a range of information to stakeholders Development and implementation of administrative systems and procedures Assist in event planning Provide executive assistance to the CEO and Board of Directors Prepare and distribute board papers Maintain Board meetings records Administer accounts payable and/or accounts receivable Maintain and update human resource records and administer payroll systems Process payroll and make superannuation remittances Fleet management and reporting Maintain asset registers Maintain database and records management systems Word processing, email, spreadsheets and desk top publishing Bank and corporate card reconciliations
Qualifications	TAFE Diploma in Business Studies or equivalent skills and experience
Experience	Work experience in a range of administration duties including customer service, finance and records management
Skills	Practice application of administration skills and procedures Organisational skills to plan and organise work, set priorities, manage time Customer service skills Verbal communication and interpersonal skills Ability to compile reports, write letters etc Financial administration skills Computing skills in work processing, spreadsheets and data entry Knowledge of administration systems and procedures in accounts, payroll, Computing, information management, customer service etc
Relationships	Establish and maintain professional relationships with employees and clients Work as part of a team
Supervision	Works under general supervision Operate as a member of a team Supervise lower classified employees or volunteers
Authority & Autonomy	Work outcomes monitored Freedom to act within established guidelines Exercise judgement on a range of administrative matters
Personal Risk	Works in an office – Minimal personal risk
Impact	Errors may not be picked up immediately and have some impact on Administrative efficiency and client/staff satisfaction
Job Titles	Administration Officer, Executive Assistant, Finance Officer

STREAM PROJECTS LEVEL P (P1-P7)

Descriptor	Project coordination and reporting
Activities	Provides services with more responsibility and at a higher skill level than Level A-Administration staff Responsible for project planning, implementation, monitoring and reporting Coordinating the management and delivery of projects by various partners Supervise organisational and administrative functions across projects Contracts Management including project databases Project records management Project budget development Develop project management policies and procedures Provide training, information and technical support to project proponents. Facilitate internal communications across the organisation Promote uptake of projects Liase with contractors and project partners Provide project updates and reports to CEO, Board and Funding agencies Research and write funding proposal proposals and reports
Qualifications	Relevant tertiary degree or equivalent skills and experience
Experience	Experience in project management reporting and other corporate functions
Skills	Specialist skills in: Contract and Project Management Human resource management; Information technology; Marketing & public relations; or Contract & asset management Organisational skills to plan and coordinate administrative functions Interpersonal skills Policy and writing skills to prepare reports, policies and procedures Research and analytical skills Problem solving and decision making skills Computing skills in MS Office, internet & specialist applications
Knowledge	Knowledge of one or more specialist areas of management
Relationships	Project team/ Delivery organisation/Stakeholder relationships Work closely with small team and/or work independently Provide specialist advice to other employees Represent NACC externally
Authority & Autonomy	Supervised by Line Manager or Chief Executive Officer Supervise project staff. Exercise a degree of autonomy Control projects Assistance is available when required Exercises judgement/critical knowledge where procedures not clearly defined
Personal Risk	Works in an office and in the field – Minimal personal risk
Impact	Errors may disrupt and inconvenience services, with significant cost implications Poor performance impacts on NACC reporting and Stakeholder satisfaction
Job Titles	Project Coordinator, Contracts & Reporting Coordinator, Landcare Facilitator

STREAM MANAGEMENT LEVEL M (M1-M7)

Descriptor	Manager
Activities	Manage operational departments and/or multiple programs including planning, direction, control and evaluation of activities Undertake work of significant scope and complexity Initiate and formulate extensive programs and services Manage and administer complex policy and program matters Develop and implement work practices across work area Provide authoritative specialist advice on policy matters within the organisation and externally Develop and implement work practices across work area Provide authoritative specialist advice on policy matters within the organisation and externally Develop, evaluate and revise methodology and techniques Apply complex professional problem solving in work scenarios Assess and review the standards of work of staff Prepare budget submissions Establish, monitor and report on work area outcomes Contribute to the development of organisational policy and procedures
Qualifications	Tertiary Degree in Community Services or Management Post Graduate training in a specialist discipline
Experience	Experience in agency and program management Experience in policy formulation and program evaluation
Skills	Organisational management skills including strategic and operational planning, financial management, human resource management and public relations Leadership skills, with a high level of initiative and drive Advanced program management skills including planning, budgets and time management Advanced specialist skills in community services and/or management Policy formulation, research and evaluation skills Problem solving and decision making skills Advanced negotiation and advocacy skills Computing skills in MS Office and internet
Knowledge	High level of proficiency in application of theoretical approaches Comprehensive knowledge of organisational and government policies Application of a high level of discipline knowledge Good understanding of the long term goals of the organisation
Relationships	Manager/staff and organisation/stakeholders Accountable to Board for organisational outcomes Work cooperatively with other managers/coordinators within and outside the organisation Provide specialist advice to CEO, Board and Staff Participate in the Management Group meetings Represent NACC externally
Authority & Autonomy	Works under limited direction with significant delegated authority to manage programs Significant independence of action within the constraints of organisation policy Responsible for the supervision and performance management of staff team Discusses major policy and program decisions with Project Coordinators and Chief Executive Officer
Personal Risk Impact	Works mainly in an office – Minimal personal risk Substantial impact on policies and programs in the organisation and in the NRM sector Significant independence of action within constraints of organisational policy Decisions and actions taken have substantial effect on work being managed Impact on cooperation between projects within and outside the organisation Impact on relationships with funding bodies and other stakeholders Poor performance impacts on program funding, staff morale and organisation reputation
Job Titles	Communication and Research Manager, Corporate Services Manager

SCHEDULE B – SALARY LEVELS

LEVELS	Pay rates commencing on or after 1 July 2013	From beginning of the first pay period commencing on or after 1 July 2014	From beginning of the first pay period commencing on or after 1 July 2015
J1-Under 17 years	\$21,480	\$22,124	\$22,788
J2- 17 years	\$25,652	\$26,422	\$27,214
J3- 18 years	\$29,822	\$30,716	\$31,638
J4- 19 years	\$33,994	\$35,014	\$36,064
J5- 20 years	\$38,164	\$39,308	\$40,488
S1	\$41,710	\$42,961	\$44,250
S2	\$44,033	\$45,353	\$46,714
S3	\$45,277	\$46,635	\$48,034
S4	\$46,562	\$47,959	\$49,398
S5	\$47,816	\$49,250	\$50,728
S6	\$49,222	\$50,698	\$52,219
A1	\$56,226	\$57,912	\$59,650
A2	\$57,823	\$59,558	\$61,345
A3	\$61,098	\$62,930	\$64,818
A4	\$62,795	\$64,679	\$66,619
A5	\$64,542	\$66,478	\$68,472
A6	\$66,336	\$68,326	\$70,376
P1	\$68,797	\$70,861	\$72,987
P2	\$70,725	\$72,847	\$75,032
P3	\$72,708	\$74,889	\$77,136
P4	\$76,531	\$78,827	\$81,192
P5	\$79,112	\$81,486	\$83,930
P6	\$81,795	\$84,249	\$86,777
P7	\$84,583	\$87,120	\$89,734
M1	\$89,058	\$91,730	\$94,482
M2	\$92,104	\$94,867	\$97,713
M3	\$95,254	\$98,112	\$101,055
M4	\$98,617	\$101,576	\$104,623
M5	\$104,138	\$107,262	\$110,480
M6	\$107,716	\$110,948	\$114,276
M7	\$111,616	\$114,964	\$118,413

SCHEDULE C – SUPPORTED WAGE SYSTEM

This schedule defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged

supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate

Eligibility criteria

A.1.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

A.1.2 This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

Supported wage rates

A.1.3 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

A.1.4 Provided that the minimum amount payable must be not less than \$73 per week.

A.1.5 Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

Assessment of capacity

A.1.6 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.

A.1.7 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

Lodgement of SWS wage assessment agreement

A.1.8 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Commission.

A.1.9 All SWS wage assessment agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a union which has an interest in the Agreement is not a party to the assessment, the assessment will be referred by the Industrial Registrar to the union by certified mail and the agreement will take effect unless an objection is notified to the Commission within 10 working days.

Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

Workplace adjustment

An Employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

Trial period

A.1.10 In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

A.1.11 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

A.1.12 The minimum amount payable to the Employee during the trial period must be no less than \$69 per week.

A.1.13 Work trials should include induction or training as appropriate to the job being trialled.

A.1.14 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause 0.