

**WHEATBELT NATURAL RESOURCE MANAGEMENT
CONDITIONS OF SERVICE**

Table of Contents

2	TITLE.....	3
3	APPLICATION	3
4	DEFINITIONS	3
5	INDIVIDUAL FLEXIBILITY	4
6	EMPLOYMENT CATEGORIES.....	4
7	HOURS OF WORK.....	5
8	PENALTY RATES FOR ORDINARY HOURS OF WORK.....	6
9	OVERTIME & PUBLIC HOLIDAY LOADING	7
10	BREAKS.....	8
11	ALLOWANCES.....	8
12	SUPERANNUATION.....	9
13	LONG SERVICE LEAVE	9
14	MIXED FUNCTIONS AND HIGHER DUTIES	10
15	PAYMENT OF WAGES	10
16	ANNUALISED REMUNERATION ARRANGEMENTS	10
17	SALARY PACKAGING	10
18	ANNUAL LEAVE	10
19	PERSONAL / CARER'S LEAVE.....	11
20	COMPASSIONATE LEAVE	11
21	COMMUNITY SERVICE LEAVE	11
22	PARENTAL LEAVE	12
23	PUBLIC HOLIDAYS	13
24	ORGANISATIONAL POLICIES, PROCEDURES AND DIRECTIONS	13
25	EMPLOYEE DUTIES	13
26	PERFORMANCE DEVELOPMENT AND REVIEW.....	13
27	CONSULTATION PROCEDURE	14
28	TERMINATION OF EMPLOYMENT.....	15
29	REDUNDANCY	16
30	DISPUTES RESOLUTION PROCEDURE.....	17

2 TITLE

This document shall be referred to as the Wheatbelt Natural Resources Management Conditions of Service hereon known as the 'Conditions of Service' as at 14th March 2019.

3 APPLICATION

- 3.1 These Conditions of Service shall apply to all employees of Wheatbelt NRM excluding the CEO.
- 3.2 The purpose of this document is to outline the minimum conditions of service applicable to all employees of Wheatbelt NRM. These Conditions of Service have been created to ensure that minimum entitlements set down by the *Fair Work Act 2009* (Cth), the *Industrial Relations Act 1979* (WA), the *Minimum Conditions of Employment Act 1993* (WA), and potentially applicable industrial awards such as the *Miscellaneous Award 2010* have been met. These Conditions of Service have also been created so that in the unlikely situation an industrial award may provide coverage these conditions will be greater in benefit for the employee.
- 3.3 These are the minimum conditions of service for employees of Wheatbelt Natural Resource Management and greater entitlements may be provided through each individual contract of employment.

4 DEFINITIONS

- 4.1 For the purposes of the Conditions of Service the following definitions shall apply.
- (a) **CEO** means Chief Executive Officer of Wheatbelt Natural Resource Management
 - (b) **"Confidential Information"** means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other contracts and things (other than a contract or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Employer or any undertaking from time to time carried out by the Employer.
 - (c) **Contract** means the agreement that the Employer will employ the Employee upon the terms set out in the Employment Agreement and Schedule 1 and these Conditions of Service.
 - (d) **Employees** means a person with letters or contracts of employment with Wheatbelt Natural Resource Management
 - (e) **Employer** means Wheatbelt Natural Resource Management
 - (f) **Employment Agreement** means the signed agreement between the Employer and Employee, including Schedule 1.
 - (g) **Immediate Family**
 - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner.
 - (h) **MCE** means *Minimum Conditions of Employment Act 1993* (WA).
 - (i) **Partner** means a person who is a spouse or a de facto partner.

- (j) **Position** means an assignment of specific tasks, outcomes, projects or programs to the Role the Employee is employed by the Employer to undertake.
- (k) **Position Outcome Statement** means a document that describes the specific tasks and performance measurable of a position reflecting the project or program of delivery which is linked to the Role.
- (l) **Role** means a broad description of the type of responsibilities and activities undertaken, and the level in the organisation.
- (m) **Service** subject to *Section 22 of the Fair Work Act 2009 (Cth)* shall mean, in addition to actual working service, time for which the Employee is entitled to claim sick pay, time spent on public holidays, annual leave or other paid leaves as prescribed by this Conditions of Service. 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.
- (n) **WNRM** means Wheatbelt Natural Resource Management.
- (o) **NES** means National Employment Standards contained within the *Fair Work Act 2009 (Cth)*.

5 INDIVIDUAL FLEXIBILITY

The Employer and Employee covered by this these Conditions of Service may agree to make an individual flexibility arrangement to vary the effect of terms of the Contract, or any applicable industrial Award, so long as the agreement results in the Employee being better off overall than if no individual flexibility arrangement had been made.

6 EMPLOYMENT CATEGORIES

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

6.1 Fixed Term Full Time Employment

A fixed term full-time Employee shall be employed for a fixed period of time which shall be set out in their Contract of employment and shall work an average of 38 hours per week.

6.2 Fixed Term Part Time Employment

- 6.2.1 A fixed term part-time Employee shall mean an Employee who is employed to work for fixed period of time as set out in their Contract of employment and works regularly for an average of less than 38 ordinary hours in any week.
- 6.2.2 Fixed term part-time Employees receives on a pro rata basis, equivalent pay, entitlements, and conditions to those of fixed term 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, four weeks of notice will be provided.

6.3 **Non-continuing – Casual Employment**

- 6.3.1 Casual Employees shall be paid a 25% loading ('Casual Loading') in addition to their ordinary hourly rate of pay for the classification of work performed.
- 6.3.2 The Casual Loading is paid as compensation to the Employee in lieu all entitlements that the Employee will not be receiving, including but not limited to, personal leave, annual leave, annual leave loading and any other entitlements full-time employees are entitled to under the NES or any relevant industrial award or legislation.
- 6.3.3 The services of a Casual Employee may be terminated by one hour's notice given by either Employer or Employee, or by payment of one hour's wages in lieu of notice.
- 6.3.4 Any penalties and loadings are calculated on the base hourly rate of pay exclusive of Casual Loading (i.e. hourly base rate of pay plus Casual Loading plus penalty rate calculated on the base hourly rate).
- 6.3.5 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.
- 6.3.6 Casual Loading is not paid in addition to public holiday penalties. A Casual Employee shall be entitled to payment of public holiday penalties provided that such penalties are calculated on the base hourly rate of pay exclusive of Casual Loading.

Where the Employees' pay exceeds any legislative minimum entitlements, any amount paid in excess of these minimum entitlements may be used to offset any entitlement that may otherwise have been applicable.

7 **HOURS OF WORK**

7.1 **Employment Types**

7.1.1 **Fixed Full-Time Employee**

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

- (a) 38 hours over seven consecutive days; or
- (b) such further extended cycles as agreed between Employer and Employees which produces an average of 38 hours per week.

Flexible work arrangements are provided in accordance with Wheatbelt NRM policy 4.5 Staff Leave, such as Time Off In Lieu of overtime, flexible start and finish times, and Rostered Days Off (RDO's).

7.1.2 **Fixed Part-Time Employee**

A Fixed Part-Time Employee:

- (a) works less than full-time hours of 38 per week;
- (b) has predictable hours of work; and
- (c) receives, on a pro rata basis, equivalent pay and conditions to Full-Time Employees in the same classification.

7.1.3 Casual Employee

- (a) A Casual Employee has no guaranteed hours of work.
- (b) The Employer makes no commitment that the Casual Employee will be engaged on a long-term basis, or that the Casual Employee will be provided with ongoing employment. The hours of work per shift, and how many shifts a week shall be determined by the operational requirements of the Employer. The Casual Employee shall be paid a minimum of four hours work per shift.

7.2 **Span of ordinary working days**

The ordinary working days for all Employees shall be between Monday and Saturday (inclusive).

7.3 **Spread of hours**

The spread of ordinary hours of work shall be worked between 5:00am and 10:00pm. Work after 10.00pm and before 5.00am shall attract penalty rates in accordance with Clause 8.

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). Work over ten hours in a day shall be overtime.

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:

- (a) the operational requirements of the Employer;
- (b) the personal circumstances of the Employee;
- (c) the observance of appropriate occupational health and safety standards; and
- (d) the period of notice given to the Employee.

8 **PENALTY RATES FOR ORDINARY HOURS OF WORK**

8.1 **Penalty Rates**

8.1.1 Employees will receive an additional 20% penalty rate for all ordinary hours worked between the hours of 10:00 p.m. and 5.00 a.m., Monday to Sunday inclusive. If an employee works on an occasion where both penalty rates and overtime are payable, the employee will receive the higher of the two entitlements but not both.

8.1.2 An Employee cannot change their hours of work so that they receive penalty rates without the express permission of the CEO.

8.2 **Facilitative Provision**

An Employee may request to work ordinary hours outside the appropriate span and/or spread identified at clause 7, in lieu of the ordinary hours the Employee would otherwise be rostered to work provided:

8.2.1 An Employee's request must be in writing and must outline a period within which the arrangement is to be reviewed;

- 8.2.2 Any such agreement shall not apply to new or vacant positions; and
- 8.2.3 Where an Employee requests to work ordinary hours outside the relevant span of hours, the Employer shall not be required to pay a weekday or weekend penalty for the actual time worked.

An example of this might be where an employee asks to work from 10.30am until 6.30pm each day so that they can care for their child in the morning. The Employee would make the request in accordance with this facilitative provision and if the CEO agrees the employee will be able to work the requested hours but no penalty rates will be paid.

9 OVERTIME & PUBLIC HOLIDAY LOADING

- 9.1 Overtime will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.
- 9.2 Overtime shall be paid for:
 - 9.2.1 hours worked in excess of ten hours on any day;
 - 9.2.2 all hours worked on a Sunday;
 - 9.2.3 in excess of 38 hours on average per week, in accordance with clause 7.1; and
 - 9.2.4 all work performed on a public holiday
- 9.3 All time worked on a public holiday shall be paid for at the rate of double time.
- 9.4 If the Employee is recalled to work un-rostered overtime after leaving work, they shall be paid a minimum of three hours at overtime rates.
- 9.5 The Employer may direct an Employee to take time off in lieu of payment at overtime rates at a ratio of two hours off for every one hour of overtime worked. For example, two hours off for each one hour of overtime worked when the employees work attracts double time. Overtime shall only be worked with preapproval from the CEO or delegated officer. Time sheets may be required to be presented to the Employee's supervisor before payment is made.
- 9.6 If directed to work by the Employer, the Employee should where reasonably practical receive a ten hour break (or less by agreement) after completing overtime and commencing the next ordinary shift, or be paid at overtime rates until provided a full ten hour break.
- 9.7 Overtime must be pre-approved and the Employee shall work a reasonable amount of overtime, when requested taking into consideration factors such as:
 - 9.7.1 any risk to employee health and safety from working the additional hours;
 - 9.7.2 the employee's personal circumstances, including family responsibilities;
 - 9.7.3 the needs of the workplace or enterprise in which the employee is employed;
 - 9.7.4 whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - 9.7.5 any notice given by the employer of any request or requirement to work the additional hours;
 - 9.7.6 any notice given by the employee of his or her intention to refuse to work the additional hours;

- 9.7.7 the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- 9.7.8 the nature of the employee's role, and the employee's level of responsibility;
- 9.7.9 any other relevant matter.

9.8 **Facilitative Provision**

An Employee directed by the Employer to be available for duty outside of the Employee's ordinary working hours shall be on call and shall be paid 25% of their base hourly rate for the time spent on call.

- 9.8.1 An Employee's request must be in and must outline a period within which the arrangement is to be reviewed;
- 9.8.2 Any such agreement shall not apply to new or vacant positions; and
- 9.8.3 Where an Employee requests to work ordinary hours outside the relevant span of hours, the Employer shall not be required to pay a weekday or weekend penalty for the actual time worked.

Where an Employee requests to work ordinary hours outside the relevant span of hours, the Employer shall not be required to pay a weekday or weekend penalty for the actual time worked.

10 **BREAKS**

- 10.1 An Employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.
- 10.2 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.

11 **ALLOWANCES**

11.1 **Meal allowance in relation to overtime**

- (a) Where the Employer requires an Employee to work more than 10 continuous hours on any one day, exclusive of unpaid meal breaks, the Employee shall be paid a meal allowance of \$15.00. Where the Employer requires the Employee to continue working, for a further four hours of continuous overtime work, the Employee shall be paid an additional meal allowance of \$15.00.
- (b) A meal allowance is not payable where the Employee has been notified in advance of the requirement to work overtime or where a meal is provided by the Employer.

11.2 **First aid**

- (a) Where an Employee who holds an appropriate first aid qualification is appointed by the Employer to perform first aid duty they will be paid an additional weekly allowance of \$12.50 per week.
- (b) This clause shall not apply where the requirement to hold a first aid certificate is a requirement of the position.

11.3 Vehicle

11.3.1 Where an Employer 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 kilometer of authorised travel as follows:

- (a) motor vehicle – 74 cents per kilometre;
- (b) motorcycle – 25 cents per kilometre.

11.3.2 An Employer may require an Employee to record full details of all such official travel requirements in a log book.

11.4 Reimbursement Expenses

11.4.1 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 upon submission of suitably authorised expenses claim form.

11.4.2 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.

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

12 SUPERANNUATION

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

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.

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 may result in a lower cash component being paid.

13 LONG SERVICE LEAVE

13.1 Long Service Leave shall be provided to Employees other than Casual Employee's in accordance with the *Long Service Leave Act 1958* (WA) as varied from time to time, however the rate of accrual shall be 1.3 weeks of long service leave for each year of continuous service for a Full-Time employee.

13.2 The *Long Service Leave Act 1958* (provides long service leave after 10 years of continuous service and each five years thereafter, it also grants the payout of pro rata long service upon resignation or dismissal on all circumstances except for serious misconduct after seven years of continuous service.

14 MIXED FUNCTIONS AND HIGHER DUTIES

14.1 Mixed functions

The 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.

14.2 Higher Duties

An Employee directed or appointed to relieve in a higher level position for five consecutive days or more shall be paid at a level commensurate with the skills and experience required. Higher duties shall not be paid when the relieving Employee is absent on leave or a public holiday, in accordance with approved procedure x.x Higher Duties Allowance.

15 PAYMENT OF WAGES

Employees shall be paid fortnightly by electronic funds transfer into the Employee's nominated account or other agreed method. Employees are required to provide at least one bank account and up to three bank accounts for wage disbursements.

16 ANNUALISED REMUNERATION ARRANGEMENTS

16.1 Nothing in this Conditions of Service shall preclude an Employer and an Employee (other than a Casual Employee) from entering into an annualised remuneration arrangement. Unless expressly agreed otherwise, such arrangement shall provide for a total annualised remuneration in exchange for the off-setting of any other additional entitlements provided under this Conditions of Service, provided the Employee is no worse off. Such arrangement shall be not entered under duress and shall be recorded in writing.

16.2 Annualised remuneration arrangements may be valuable where an employee works regular overtime or hours that attract penalty rates. This clause will allow a smoothing of the Employee's salary over a 12 month period.

17 SALARY PACKAGING

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

18 ANNUAL LEAVE

18.1 For Employees other than Casual Employees, annual leave shall accrue at the rate of 23 days per annum on the basis of a 38 hour working week. Annual leave accrues pro rata during a year of service according to an employee's ordinary hours of work.

18.1.1 By agreement between the Employer and an Employee, the Employee may request in writing up to 76 hours of annual leave per annum be cashed out so long as they retain a minimum of 152 hours of annual leave and the agreement is recorded in writing.

18.2 Payment in lieu of accrued annual leave shall be paid on termination, based on a fortnightly accrual.

- 18.3 The Employer may require annual leave to be taken during a business shut down such as a Christmas close-down or when more than six weeks' leave is accrued.
- 18.4 An Employee may purchase up to an extra four weeks of annual leave if the CEO is in agreement so long as the annual salary is reduced by the number of weeks of extra leave being taken and the agreement is recorded in writing.

19 PERSONAL / CARER'S LEAVE

- 19.1 Employees other than Casual Employees will accrue pro rata paid personal/carer's leave at the rate of 10 days per annum on the basis of a 38 hour working week. Whilst unused Personal/Carer's leave accrues from year to year, it will not be paid out upon termination of employment.
- 19.2 Paid personal leave is available to the Employees (other than casuals) when they are absent from work for the following reasons:
 - 19.2.1 The Employee is unfit for work because of their own personal illness or injury (including pregnancy related illness); or
 - 19.2.2 To provide care and support to a member of the Employees immediate family or household because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member. This entitlement is subject to the Employee being responsible for the care and support of the person concerned.
- 19.3 The entitlement to carer's or compassionate leave (described at clause 20) 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.
- 19.4 The Employee must, if required by the Employer, provide appropriate documentary evidence of the need to take personal/carer's leave by production of a medical certificate or statutory declaration.

20 COMPASSIONATE LEAVE

- 20.1 The Employee is entitled to take up to two paid days leave as non-cumulative paid compassionate leave on any occasion on which a member of the Employee's immediate family or household:
 - 20.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 20.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 20.1.3 dies.
- 20.2 The Employee must, if required by the Employer, establish by production of a medical/death certificate or statutory declaration the need for compassionate leave.
- 20.3 For Casual Employees compassionate leave is unpaid

21 COMMUNITY SERVICE LEAVE

- 21.1 This clause is to be read in conjunction with the NES.
- 21.2 Employees are permitted to take unpaid leave to engage in not for profit groups that have a philanthropic purpose and are approved by the CEO.

- 21.3 Paid leave may be granted by written request on occasion if the CEO feels the purpose of the leave is of a level of importance that it warrants the employee receiving financial compensation.
- 21.4 The maximum unpaid leave that may be taken is 10 days per annum except for NES permitted Community Service Leave.

22 PARENTAL LEAVE

This clause is to be read in conjunction with the Minimum Conditions of Employment Act 1993 and the NES.

- 22.1 Parental leave applies to Full-Time and Part-Time but does not apply to Casual Employees.
 - 22.1.1 Parental Leave is available to an Employee giving birth to a child, or to an Employee who is identified as the primary care giver of a newly born or newly adopted child, or placement of a child.
 - 22.1.2 Paternity Leave (Dad and Partner) is available to eligible Employee's for up to 8 weeks concurrent leave, to be taken when their Partner is on parental leave.
- 22.2 Parental leave is unpaid (including Public Holidays) and is available for a period of up to 52 weeks inclusive of any paid parental leave periods in one unbroken period. Employees may request an extension to the period of parental leave.
- 22.3 The Employee may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in within this 52 week period.
- 22.4 Employee's shall be entitled to up to 10 keeping in touch days during the 52 week leave period, without affecting return to work definitions under the Fair Work Act. These days shall be paid in accordance with the Employees normal wage.
- 22.5 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.
- 22.6 The following Paid Leave entitlements are available in addition to, or in complement to, any Federal Government Paid Parental Leave legislation.
 - 22.6.1 Payments in compliment with Family Assistance Office (FAO) Paid Parental Leave:

Under present legislation, the amount of paid Parental Leave is calculated based on the rate of the National Minimum Wage for a maximum of 18 weeks (Paid Parental Leave Scheme). If the employee is eligible for the Paid Parental Leave Scheme, the employee is required to register and apply for the Federal Government Paid Parental Leave payments direct with the appropriate Federal agent. Wheatbelt NRM will administer these payments. For a period of 14 weeks, Wheatbelt NRM shall pay to the employee the difference between the employee's regular take home wage, and any payments made by the Federal Government under the Paid Parental Leave Scheme. Should there be a change in law to the Paid Parental Leave Scheme, this clause 22.6.1 will cease to apply, however, Wheatbelt NRM may choose to provide different benefits to the employee.
 - 22.6.2 Payments in addition to Family Assistance Office (FAO) Paid Dad and Partner Pay:

Under present legislation, eligible employees are entitled to up to two weeks of government-funded pay based on the rate of the National Minimum Wage (Dad and

Partner Pay Scheme). The Employer shall pay 1 week leave at the Employee's regular take home wage, in addition to the FAO Dad and Partner pay.

- 22.7 Federal Government Paid Parental leave payments do not count as service or Ordinary Time Earnings (OTE) with reference to Leave and Superannuation entitlements, but does not constitute a break in service continuity.

23 PUBLIC HOLIDAYS

- 23.1 The Employee shall be entitled to the public holidays as gazetted, and described by the *Public and Bank Holidays Act 1972*.
- 23.2 Public holidays are not absorbed against annual leave taken, but represent an additional day.
- 23.3 An Employer and Employee may agree to substitute a public holiday with an alternative day.

24 ORGANISATIONAL POLICIES, PROCEDURES AND DIRECTIONS

The Employee shall comply in all respects with Wheatbelt NRM's policies and procedures (adopted and varied from time to time) and reasonable lawful directions. Wheatbelt NRM's policies and procedures are not contractual in nature and do not form part of these Conditions of Service.

25 EMPLOYEE DUTIES

- 25.1 The Employee must not at any time during the Term or after termination of the Contract divulge or reveal to any person any Confidential Information which may come to the Employee's knowledge in performing the Employee's obligations under this Contract except as far as:
- 25.1.1 may be necessary or required in connection with the proper performance of the Employee's obligations and duties to the Employer; or
- 25.1.2 the CEO may from time to time in writing direct or authorise the Employee to divulge or reveal.
- 25.2 **Employee's Duty of Fidelity**

The Employee undertakes to be a capable and loyal Employee, acting at all times in the best interests of the Employer, and to ensure that the Employee's actions do not bring the Employer into disrepute or cause damage.

26 PERFORMANCE DEVELOPMENT AND REVIEW

26.1 Adherence to Key Result Areas

The Employee must, in performing the Employee's obligations under this Contract, use every reasonable endeavour to achieve the Outcomes of the Key Result Areas as listed in

26.2 Performance Reviews

- 26.2.1 The Employee's performance pursuant to this Contract shall be reviewed by the CEO or other delegated officer annually during the Term and more frequently if the CEO or the Employee perceives that there is a need to do so in line with approved procedure 4.10 Performance and Development Review.

- 26.2.2 The CEO shall give the Employee reasonable notice in writing that a performance review is to be conducted to enable the Employee sufficient time to prepare.
- 26.2.3 A report should be prepared describing the assessment developed during the performance review, changes to be made, special tasks to be done, or decisions to follow as a result of the review.
- 26.2.4 Outcomes relating to Key Result Areas will be prioritised for each 12 month period. Outcomes should not be developed to cover all aspects of the Position, only those which are most clearly linked to the achievement of the Employer's strategic objectives. It is important that these Outcomes are tangible and measurable, and within the Employee's area of control and authority.

27 CONSULTATION PROCEDURE

- 27.1 This term applies if:
 - 27.1.1 the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 27.1.2 the change is likely to have a significant effect on Employees of the enterprise.
- 27.2 The Employer must notify the relevant Employees of the decision to introduce the major change
- 27.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 27.4 If:
 - 27.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 27.4.2 the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 27.5 As soon as practicable after making its decision, the Employer must:
 - 27.5.1 Discuss with the relevant Employees:
 - (a) the introduction of the change;
 - (b) the effect the change is likely to have on the Employees; and
 - (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
 - 27.5.2 Pursuant to clause 27.5(a), for the purposes of the discussion, the Employer must provide, in writing, to the relevant Employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the Employees; and
 - (c) any other matters likely to affect the Employees.

- 27.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 27.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 27.8 If a term in the Conditions of Service 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 25.2, 25.3 and 25.5 are taken not to apply.
- 27.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 27.9.1 the termination of the Employment of Employees;
 - 27.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
 - 27.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - 27.9.4 the alteration of hours of work;
 - 27.9.5 the need to retrain Employees;
 - 27.9.6 the need to relocate Employees to another workplace; or
 - 27.9.7 the restructuring of jobs.
- 27.10 In this term, relevant Employees means the Employees who may be affected by the major change.
- 27.11 An employee, other than a seasonal worker who has been informed that he or she has been, or will be, made redundant is entitled to paid leave of up to 8 hours for the purpose of being interviewed for further employment. The 8 hours need not be consecutive.

28 TERMINATION OF EMPLOYMENT

- 28.1 The Employer may terminate the employment of the Employee (other than a casual) by giving them notice under this clause. If an Employee (other than a casual) resigns from their employment the Employee must give notice to the Employer. The amount of notice required to be given by the Employer is based upon the period of continuous employment as follows:

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

- 28.1.1 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.

- 28.2 The Employer may terminate the employment of the Employee (other than a casual) pursuant to clause 26.1 or in the Employer's discretion, pay the Period of Notice in lieu.
- 28.3 The notice of termination required to be given by an Employee (other than a casual) is the same as that required of an Employer (other than a casual), except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 28.4 The Employer or Casual Employee may terminate the Contract by one hour's notice given by either Employer or Employee, or by the Employer's payment of one hour's wages in lieu of notice.
- 28.5 An Employee who has been absent for a period of ten 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.
- 28.5.1 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.
- 28.6 During a probationary period, (or Minimum Employment Period defined in Section 383 of the Fair Work Act 2009), 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.
- 28.7 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.
- 28.8 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.
- 28.9 Confidential Information and Property upon Termination
- 28.9.1 Upon termination, the Employee must deliver to the Employer all Confidential Information and property of the Employer, which may be in custody, possession or control of the Employee. The Employee may not keep or retain or make any copies whatsoever of Confidential Information.
- 28.10 Monies Owed to the Employer
- 28.10.1 On the termination of this Contract the Employee shall repay to the Employer any monies owed by the Employee to the Employer. Any debt that the Employee has to the Employer that remains outstanding at the time of the termination of this Contract may be deducted from final payments the Employer is obliged to pay the Employee.

29 REDUNDANCY

- 29.1 Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job (*Fair Work Act 2009* (Cth)) 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.
- 29.2 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.

- 29.3 An Employee, (other than a casual 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 year and less than 3 years	6 weeks' pay
3 year and less than 4 years	7 weeks' pay
4 year and less than 5 years	8 weeks' pay
5 year and less than 6 years	10 weeks' pay
6 year and less than 7 years	11 weeks' pay
7 year and less than 8 years	13 weeks' pay
8 year and less than 9 years	14 weeks' pay
9 year and less than 10 years	16 weeks' pay
10 years and above	12 weeks' pay

- 29.4 Under the *Fair Work Act 2009* (Cth), Redundancy payments may be excluded in certain circumstances, for example Severance payments do not apply if the employer obtains acceptable alternative employment for an employee or if there is a transfer of employment

30 DISPUTES RESOLUTION PROCEDURE

In relation to any Conditions of Service matter that may be in dispute between the parties, the parties will attempt to resolve the matter at the workplace level, including, but not limited to:

- 30.1 in the first instance by discussions between the Employee or Employees concerned and the relevant supervisor;
- 30.2 if such discussions do not resolve the dispute, discussions between the Employee or Employees concerned and more senior levels of management (as appropriate);
- 30.3 a party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute;
- 30.4 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 by agreement to the Western Australian Industrial Relations Commission or Fair Work Australia (the Commission) for resolution by mediation;
- 30.5 if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- 30.6 it is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an Employee has a reasonable concern about an imminent risk to his or her health or safety.