

THE DISTRICT COUNCIL OF KIMBA – AWU ENTERPRISE BARGAINING AGREEMENT NO 9 - 2016

File No. 06622/2016B

This Agreement shall come into force on and from 4 January 2017 and have a life extending for a period of three years therefrom.

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 4/1/2017.

A handwritten signature in black ink, appearing to read "P. G. McMichael", written over a rectangular box.

COMMISSION MEMBER



The District Council of Kimba – AWU Enterprise Bargaining Agreement No 9 - 2016

1. TITLE

This Agreement shall be entitled “The District Council of Kimba - AWU Enterprise Bargaining Agreement No 9 - 2016”.

2. SCOPE AND PARTIES BOUND

This Agreement shall be binding upon the District Council of Kimba (the Council), the Australian Workers Union South Australian Branch (the Union) in respect of its members, and employees of Council who are engaged in work covered by the Local Government Employees Award (the Employees) (collectively, ‘the Parties’).

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4. TERM

This Agreement shall commence from the date of approval by the Commission, and remain in force for a 36-month period from that date.

5. RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award and to the extent that any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail.

6. OBJECTIVES AND DEFINITIONS

- 6.1 The Parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the Employees and the Local Community.
- 6.2 Accordingly, it is the objective of the Parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 6.3 The Parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.
- 6.4 All casual employees employed by the Council shall be paid under the terms and conditions of the current Enterprise Bargaining Agreement.
- 6.5 For the purposes of this Agreement:

"Agreement" means the District Council of Kimba and the AWU Enterprise Bargaining Agreement No 8 – 2013;

"Award" means the Local Government Employees Award;

"Consultation" means the process which will have regard to Employees' interests in the formulation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made;

"Employee" means any Employee of the District Council of Kimba who performs work covered by this agreement and the Award;

"Employer" means the District Council of Kimba;

"Ordinary Hours of Work" means those hours prescribed in Clause 6.1.1 of the Local Government Employees Award and states: 'Except as otherwise provided under this part, the ordinary hours of work for employees covered by the Award are 38 hours per week, to be worked between the hours of 7.00am to 6.00pm Monday to Friday inclusive and not exceeding 7.6 hours per day;

"Parties" means those outlined in Clause 2 of this Agreement;

"Union" means the Australian Workers Union, South Australian Branch.

7. BARGAINING UNIT

- 7.1 This Agreement has been negotiated through a Single Bargaining Unit comprising equal numbers of management and employee representatives.
- 7.2 The Bargaining Unit shall meet as required during the term of this Agreement to deal with matters arising out of implementation.
- 7.3 The parties agree to review this Agreement every 12 months.

8. WAGE ADJUSTMENTS

This Agreement provides for an above Award component of 25% to be paid to Employees covered by this Agreement.

9. RE-NEGOTIATION

The Parties agree to meet through the bargaining unit, six (6) months prior to the expiration of this Agreement, to consider the means for re-negotiation of an Enterprise Agreement.

10. HOURS OF WORK

10.1 Eight Day Fortnight

The Employees shall work an 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week) the span of hours to be operated between 5.00 am to 7.00 pm with flexibility for both parties. The Rostered Day Off is to be taken on a Monday and/or Friday and negotiated between the Employees and their Area Managers in consultation with the Works Manager, to enable Council to continue to provide the community with a service for five days per week (excluding Public Holidays); unless mutually agreed between the Parties and approved by the Works Manager, prior to combining with a Public Holiday.

10.2 Hours Flexibility

In specific circumstances (and following appropriate notice with the staff concerned), the Works Manager may require an Employee(s), to work hours other than in accordance with the eight day fortnight arrangements.

10.3 Additional Work Periods

"Additional Work Periods" are defined as:

- Seasonal Work cycles;
- Peak Work Periods;
- Completion of work on a given day having regard to the nature of the work operation being undertaken.

- 10.3.1 Time worked in excess of seventy-six (76) hours and up to one hundred (100) hours in a two-week period, shall be paid at ordinary time.
- 10.3.2 Time worked in excess of one hundred hours (100) in a fortnight shall attract overtime payments at double time.
- 10.3.3 The number of ordinary hours that may be worked on any day is ten (10) hours. Time worked in excess of ten (10) hours in a day shall attract overtime payments at double time.

- 10.3.4 Employees may elect to bank the additional hours provided for in clause 10.3.1 to take the leave at a later time convenient to both parties, provided that any such accrual of time be taken within six (6) months of accrual. Where this "time bank" has not been cleared in the prescribed time, the bank will be paid at the Ordinary Hours of Work rates.

10.4 Additional Hours

All additional hours occurring on a Rostered Day Off, Weekend or Public Holiday are to be offered to permanent Employees before engaging casual labour.

10.5 Amalgamation Proposal

In the event of amalgamation the Parties recognise that the terms and conditions of this Agreement shall continue to apply to Employees unless a separate further agreement regarding amalgamation is negotiated between the Parties.

11. CALL OUTS

The minimum payment for a Call Out shall be two (2) hours where less than one (1) hour is worked and four (4) hours where more than one (1) hour is worked and the appropriate penalty rates shall apply. The calculation of time for a Call Out shall include travelling time, to and from the job.

12. ROSTERED DAYS AND ACCRUED LEAVE

In those circumstances, which are outside of the provisions of Clause 10.3 and having regard to the operational work requirements, an Employee(s) may be requested by the Works Manager to work on a RDO. The Employee(s) shall have the option to bank these Rostered Day(s) and Rostered Day(s) which fall on public holidays. Where this occurs the banked RDO will be subsequently taken at a mutually agreed time. However, any RDO banked must be taken prior to 31st May of each financial year. Where this "RDO bank" has not been cleared in the prescribed time, the bank will be paid at the Ordinary Hour of Work rates outlined in the Award.

13. CLAUSE 13 - SICK LEAVE/FAMILY LEAVE

- 13.1 Subject to the following conditions, an Employee may access his/her sick leave entitlement for reasons of urgent domestic or personal need:
- 13.1.1 There shall be no change to the sick leave entitlement for full-time Employees (8 days or 76 hours per annum) - nor any change to the accrual of unused sick leave from year to year.
 - 13.1.2 An Employee who is a primary caregiver within the family may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family or personal need.
 - 13.1.3 Whenever possible leave under b) hereof shall be sought and approved prior to the actual taking of the leave. Where the family or personal leave coincides with a weekend or (in particular) a long weekend the Works Manager may require some proof regarding the circumstances necessitating the absence.
 - 13.1.4 A medical certificate or statutory declaration may be required to be produced (to qualify for payment for the absence) in respect of sick leave taken in excess of one day, and for single day absences taken to coincide with a weekend or public holiday.
 - 13.1.5 Provided however that management reserves the right to require a medical certificate for single day absences if considered necessary.

- 13.1.6 As an incentive to maintain productivity levels via reduced sick leave absenteeism, each Employee shall at his/her option be entitled to cash in part of their accrued sick leave entitlement at the conclusion of each 12 month period of this Agreement under the following arrangements:
- Where an Employee uses 0 of their 8 entitled sick leave days during the preceding 12 month period, they shall be able to be paid in advance of up to 4 days of their sick leave entitlement (if available);
 - Where an Employee uses 1 of their 8 entitled sick leave days during the preceding 12 month period, they shall be able to be paid in advance of up to 3 days of their sick leave entitlement (if available);
 - Where an Employee uses 2 of their 8 entitled sick leave days during the preceding 12 month period, they shall be able to be paid in advance of up to 2 days of their sick leave entitlement (if available);
 - Where an Employee uses 3 of their 8 entitled sick leave days during the preceding 12 month period, they shall be able to be paid in advance of up to 1 days of their sick leave entitlement (if available);
 - Where an Employee uses 4 or more of their 8 entitled sick leave days during the preceding 12 month period, they shall not be able to receive any advance payment for any of their sick leave entitlement.

14. ABSORPTION OF ALLOWANCES

The wage rates prescribed herein absorb the allowances and special rates set out under Schedule 5 and 6 of the Award, other than:

- 14.1 First Aid Allowance
- 14.2 Meal Allowance
- 14.3 Toxic Substances Allowance

15. PAYMENT OF LICENSES

- 15.1 Council will continue to reimburse the cost of Employees renewing their Drivers Licence (on an annual basis) and the cost of reimbursement of the electrician's annual license where the Council require the Employee to perform work utilising such license.
- 15.2 Where an Employee is required to undertake training in order to obtain a license in addition to that held for the purpose of their employment with Council, Council will pay for the costs associated with obtaining this license.

16. INTRODUCTION OF CHANGE

- 16.1 The Council shall consult at any early stage with Employees who may be significantly affected by the introduction of change.
- 16.2 Consultation in the above context requires the opportunity for and views from the Employees prior to the final decision being taken in respect of the change.
- 16.3 The Council shall consider practical ways of mitigating the adverse effects of the change on Employees through discussions involving the Employees and the Union. Without limiting the range of options for consideration, the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Separation Package (**SP**).

17. EMPLOYMENT SECURITY

17.1 General Principles

- 17.1.1 There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the Council in consultation with the Union.
- 17.1.2 The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
 - 17.1.2.1 Redeployment to a position of the same classification level;
 - 17.1.2.2 Redeployment to a position of lower classification level with income maintenance;
 - 17.1.2.3 Voluntary separation package upon application.

However, Employees may seek a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

17.2 Redeployment

- 17.2.1 It is the primary aim to redeploy Employees into a position of equal classification and status as their pre redeployment position.
- 17.2.2 If this is not an available option, an Employee may be redeployed into a position of a lower classification level.
- 17.2.3 The Employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the Employee's pre-redeployment salary.
- 17.2.4 The Employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.
- 17.2.5 The Employee has up to six months from commencement in the redeployed position to confirm acceptance of that position.

17.3 Voluntary Separation Package

Should an Employee elect to take a voluntary separation package, such package shall comprise:

- 17.3.1 10 weeks' notice of termination or payment of weekly wage in lieu thereof;
- 17.3.2 3 weeks of weekly wage as severance payment for each year of service in Local Government in SA as severance payment;
- 17.3.3 Reimbursement of up to 10% of annual salary (during the first 12 months or until another position is obtained) for the purpose of outplacement assistance;
- 17.3.4 Pro-rata long service leave shall be paid, after 5 years of continuous service in Local Government.

18. FIRST AID

The Council will provide basic First Aid Training to all Employees, as part of the Employees' training program.

19. JOURNEY & PERSONAL ACCIDENT & ILLNESS INSURANCE

- 19.1 The Council shall provide journey insurance for bodily injury to all employees whilst engaged in a journey to and from their residence and their work-place; and any journey between their work-place and an approved site providing training for work.
- 19.2 Council will take out and keep current on behalf of all employees' personal accident and illness insurance coverage in accordance with its policies and procedures as amended from time to time.

20. EMPLOYEE PROTECTION

This Agreement shall not operate to cause an Employee to suffer a reduction in ordinary time earnings and benefits provided by the Council applicable at the time of signing of the Agreement, or any reduction in regards to hours of work, annual leave with pay or long service leave with pay.

21. GRIEVANCE PROCEDURES

- 21.1 Employee grievances shall be dealt with in the first instance between the Employee and the Manager for the relevant work area.
- 21.2 Where (after 3 days) the issue remains unresolved, the Employee and the Job Representative/Union Official may discuss the matter at a mutually convenient time with the Works Manager.
- 21.3 Should the matter remain unresolved, the Employee and the Job Representative/Union Official may discuss the matter at a mutually convenient time with the Chief Executive Officer and the Works Manager.
- 21.4 Should the matter remain unresolved the Union on behalf of the Employee(s) may refer the matter to the Australian Industrial Relations Commission.

22. DISPUTE PROCEDURES

- 22.1 When an industrial dispute (or likely dispute) arises the matter shall (as soon as practicable) be discussed between the Job Representative and the Works Manager.
- 22.2 Should the matter remain unresolved an Official from the Union (and Job Representative) may discuss the matter with the Chief Executive Officer and the Works Manager.
- 22.3 Should the matter remain unresolved the Union may request the opportunity to address the Council in relation to the dispute or if it considers it necessary, notify of a dispute to the Industrial Relations Commission of South Australia.
- 22.4 Whilst the matter is being handled in accordance with these procedures the Parties agree that work and work practice will continue as normal.

23. ENTERPRISE AGREEMENT (DISPUTES)

- 23.1 In the event of any problems arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

- 23.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the District Council of Kimba and the Union on behalf of the members employed by the District Council of Kimba.
- 23.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary to arbitrate the dispute.

24. TRAINING

- 24.1 The Parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 24.2 The Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage Employees who undertake work related private study.
- 24.3 The Council will consult with Employees to determine training needs.
- 24.4 All training programs identified within the Employees' annual appraisal are to be met within the constraints of the Council budget.
- 24.5 When attending training courses, the following arrangement shall apply:
- 24.5.1 if a Council vehicle is available, the Employee may travel in that vehicle; or
- 24.5.2 if a Council vehicle is available, but the Employee prefers to use his or her own vehicle, the Council shall provide sufficient fuel to travel to and from the training venue (this will be undertaken as a reimbursement on the presentation of appropriate receipts for the fuel purchased by the employee for the journey).
- 24.6 Travel to and from the training venue outside of normal hours shall be taken as accrued leave without attracting penalty rates.

25. MULTI SKILLING

- 25.1 All Employees agree to be multi skilled in all operations of the Council's earthmoving machinery, to provide additional skills to Employees through training and flexibility to Council in the daily works activities.
- 25.2 **Classifications**
- 25.2.1 The Council and management will endeavour to give all Employees and new Employees the opportunity to be multi skilled to ensure they are performing to a determined standard, whereby the minimum classification can be enhanced.
- 25.2.2 The annual staff development and appraisal interviews will be integral to ensuring ongoing monitoring of the work performance, work roles, identifying training and development needs are undertaken so as to have all Employees multi skilled and performing at the determined standard.
- 25.2.3 Employees have the ability to raise any issue when the need arises with the performance appraisal system or the individual's classification.

26. SUPERANNUATION

- 26.1 The Council must pay superannuation contributions in respect of each Employee into Local Super.
- 26.2 For the purpose of this clause:
- “Local Super” means the superannuation scheme established and maintained under the *Local Government Act 1999*.
- “Superannuation Contributions” means:
- 26.2.1 contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- 26.2.2 contributions which the Council must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*;
- 26.2.3 The Council will pay to the Superannuation Scheme an amount (in respect of each Employee) no less than the amount specified in the Superannuation Guarantee Act;
- 26.2.4 any additional superannuation contributions which the Council agrees to pay in respect of any employee.

27. WORK HEALTH AND SAFETY

- 27.1 The Council and Employees shall exercise their respective duty of care under the *Work Health Safety Act 2012* and Regulations, and shall work together to achieve high standards of Work Health and Safety.
- 27.2 The Employer and the Union shall give full co-operation to the achievement of high standards of Work Health and Safety.
- 27.3 The Parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Council’s projects, there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Work Health and Safety guidelines so as to provide and maintain a safe working environment.

28. SALARY SACRIFICE

- 28.1 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super SA/NT, subject to the following:
- 28.1.1 As salary sacrifice is a complex matter, it is the Employee’s responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this arrangement;
- 28.1.2 Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by Council shall not be unreasonably withheld;
- 28.1.3 The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the ‘cash’ component is adequate for his/her ongoing living expenses;

28.1.4 The individual agreement to salary sacrifice may be rescinded by the Employee provided three (3) months prior notice in writing is given to the Payroll Officer;

28.1.5 The Employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrifice arrangements.

29. LONG SERVICE LEAVE

29.1 Where an Employee's contracted weekly hours are altered, Long Service Leave accrued from their commencement date shall be calculated and preserved.

29.2 Pro-rata long service leave may be accessed by the Employee, at his/her discretion after seven (7) years of continuous service.

29.3 In accordance Council's Policy - Clause 3.9.2 on Long Service Leave, consideration shall be given to such issues as potential amalgamations, and individual family responsibilities.

29.4 Employees may 'cash out' any accrued entitlement in accordance with the Long Service Leave Act.

30. GRACE DAYS

30.1 In recognition of work carried out by Employees outside of normal paid time, the Council shall provide three (3) productivity/grace days each year, in addition to statutory public holidays, annual leave and long service leave entitlements in respect of each Employee.

30.2 These days off shall be taken between Christmas Day and New Year's Day (**the Grace Period**).

30.3 The Parties agree that a skeleton staff will remain over the Grace Period. Those Employees who work during this period will be provided with an equal number of days leave to be taken at a time mutually agreed between the Council and the Employee.

31. SIGNATORIES

Signed for and on behalf of the District Council of Kimba by:


.....
Chief Executive Officer

on this the 17th day of November 2016

Signed for and on behalf of the District Council of Kimba Employees


.....
Mark Stewart
Employee Representative


.....
Shane Harris
Employee Representative

on this the SEVENTEENTH day of NOVEMBER 2016