

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Agreement title	District Council of Kimba – Administration Enterprise Agreement 2023
Employer	District Council of Kimba
Case number	ET-23-06148

Orders - Approval of Enterprise Agreement District Council of Kimba – Administration Enterprise Agreement 2023

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 8 March 2024 and have a nominal life extending for a period to 8 March 2027.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke and a small loop at the end.

Commissioner Rogers

08 Mar 2024

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DISTRICT COUNCIL OF KIMBA

ADMINISTRATION ENTERPRISE AGREEMENT 2023

TABLE OF CONTENTS

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

- 1.1 TITLE
- 1.2 DEFINITIONS
- 1.3 DATE AND PERIOD OF OPERATION
- 1.4 PARTIES BOUND
- 1.5 RELATIONSHIP TO PARENT AWARD
- 1.6 AIMS AND OBJECTIVES

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

- 2.1 CONSULTATION
- 2.2 ENTERPRISE BARGAINING COMMITTEE
- 2.3 CHANGE MANAGEMENT
- 2.4 EMPLOYMENT SECURITY
- 2.5 JOB AND WORK REDESIGN
- 2.6 RECRUITMENT AND PROMOTION
- 2.7 AMALGAMATION
- 2.8 REVIEW OF AGREEMENT
- 2.9 DISPUTE RESOLUTION PROCEDURE

PART 3 – EMPLOYEE RELATIONS

- 3.1 EMPLOYEE RELATIONS
- 3.2 HEALTH AND SAFETY
- 3.3 GRACE DAYS
- 3.4 CORPORATE WARDROBE
- 3.5 EQUAL EMPLOYMENT OPPORTUNITY
- 3.6 TRAINING
- 3.7 FLEXIBLE HOURS OF WORK
- 3.8 RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS
- 3.9 JOURNEY AND PERSONAL ACCIDENT AND ILLNESS PROTECTION
- 3.10 INCOME PROTECTION INSURANCE

PART 4 – WAGES AND RELATED MATTERS

- 4.1 SALARY INCREASES
- 4.2 SUPERANNUATION AND SALARY SACRIFICE
- 4.3 RECLASSIFICATION
- 4.4 NO FURTHER CLAIMS
- 4.5 FIRST AID ALLOWANCE

PART 5 – LEAVE PROVISIONS

- 5.1 FAMILY RESPONSIBILITY / PERSONAL LEAVE
- 5.2 LONG SERVICE LEAVE
- 5.3 STUDY LEAVE
- 5.4 COMMUNITY SERVICE LEAVE
- 5.5 ANNUAL LEAVE
- 5.6 DOMESTIC VIOLENCE LEAVE
- 5.7 WORKING PUBLIC HOLIDAYS
- 5.8 TIME OFF IN LIEU

PART 6 – MISCELLANEOUS

- 6.1 CONTINUOUS IMPROVEMENT
- 6.2 RESOURCE SHARING
- 6.3 FIXED TERM CONTRACTS OF EMPLOYMENT
- 6.4 SIGNATORIES

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

- 1.1.1 This Agreement shall be known as the District Council of Kimba – Administration Enterprise Agreement 2023.

1.2 DEFINITIONS

- 1.2.1 **'Administration Staff'** shall mean Employees of the Council employed pursuant to the Award classified under the General Officer Stream.
- 1.2.2 **'Agreement'** shall mean the District Council of Kimba – Administration Enterprise Agreement 2023.
- 1.2.3 **'Award'** shall mean the South Australian Municipal Salaried Officers Award as amended from time to time.
- 1.2.4 **'CEO'** shall mean Chief Executive Officer.
- 1.2.5 **'Consultation'** is the sharing of information and the exchange of views between the Parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them.
- 1.2.6 **'Council'** shall mean the District Council of Kimba.
- 1.2.7 **'Employee'** shall mean any person employed by the Employer, employed pursuant to the Agreement.
- 1.2.8 **'Employee Representative'** shall mean a person nominated by an employee or employees to represent the interests of employee(s) at the workplace.
- 1.2.9 **'Employer'** shall mean the Council.
- 1.2.10 **'Family'** shall include any person who relies on the Employee as a primary care giver.
- 1.2.11 **'Parties'** shall mean those referred to in Clause 1.4 of this Agreement.
- 1.2.12 **'Salary'** for the purposes of Clause 4.4 is deemed to be the Employee's Award rate of pay, for all other purposes "salary" shall mean normal salary including superannuation payment, regular overtime and shift penalties, allowances and the like.
- 1.2.13 **'Union'** shall mean the Australian Services Union.

1.3 DATE AND PERIOD OF OPERATION

- 1.3.1 This Agreement shall commence when approved by the South Australian Employment Tribunal, and remain in force for a 36-month period from that date.

1.4 PARTIES BOUND

- 1.4.1 This Agreement shall be binding on:
- 1.4.1.1 The Council; and
 - 1.4.1.2 Administration Staff.
- 1.4.2 The Agreement excludes the positions of CEO and other Senior Officers who report directly to the CEO engaged pursuant to a Common Law Contract.

1.5 RELATIONSHIP TO PARENT AWARD

- 1.5.1 This Agreement shall be read in conjunction with the Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.
- 1.5.2 This Agreement supersedes all previous Enterprise Agreements for Administration Staff.

1.6 AIMS AND OBJECTIVES

- 1.6.1 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.
- 1.6.2 Accordingly, it is the objective of the Parties 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.
- 1.6.3 To encourage and develop a high level of skill, innovation and excellence among all employees employed at the Council through the provision of training and skills improvement programs.
- 1.6.4 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 1.6.5 To enhance careers and benefits for all employees.
- 1.6.6 To develop an environment where all parties are involved in decision making processes.

- 1.6.7 To recognise the commitment of employees and past productivity and efficiency improvements.
- 1.6.8 To provide sufficient flexibility for the Council to operate in an efficient and effective manner.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

2.1 CONSULTATION

- 2.1.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 2.1.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 2.1.3 The Communication strategy will be reviewed by the Parties annually or as required.
- 2.1.4 Full staff meetings shall remain the primary forum of consultation between the Council and Employees.

2.2 ENTERPRISE BARGAINING COMMITTEE

- 2.2.1 The Parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 2.2.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
 - 2.2.2.1 Employer representatives.
 - 2.2.2.2 Employee representatives.
 - 2.2.2.3 An Independent person to assist with the negotiation process, if required.
- 2.2.3 The role of the Enterprise Bargaining Committee shall be:
 - 2.2.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 2.2.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they represent.

- 2.2.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
- 2.2.3.4 To review and monitor the operation and implementation of the Enterprise Agreement.
- 2.2.3.5 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
- 2.2.3.6 To resolve any disputes arising out of the operation of the Agreement.

2.3 CHANGE MANAGEMENT

- 2.3.1 The Parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.
- 2.3.2 For the purpose of this Agreement, "change" is deemed to include, but is not limited to, any or all of the following:
 - 2.3.2.1 change to work practices;
 - 2.3.2.2 introduction of new technology and equipment;
 - 2.3.2.3 change in workforce size and/or structure;
 - 2.3.2.4 resource sharing;
 - 2.3.2.5 amalgamation with other organisations;
 - 2.3.2.6 consideration of alternative service delivery.
- 2.3.3 Prior to any decision to implement significant change, which affects the employees, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change, and staff will have the opportunity to have input into and during the process of considering such change.

2.4 EMPLOYMENT SECURITY

2.4.1 General Principles

- 2.4.1.1 There shall be no forced redundancies during the life of this Agreement.
- 2.4.1.2 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
 - 2.4.1.2.1 redeployment to a position of the same classification level;

2.4.1.2.2 redeployment to a position of lower classification level with income maintenance; and

2.4.1.2.3 voluntary separation package on application.

2.4.1.3 However, employees may seek a voluntary separation package at any stage of the process, provided that no more than six (6) months has elapsed in the redeployed position.

2.4.2 Redeployment

2.4.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

2.4.2.2 If after examining all options, it is agreed by all of the Parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

2.4.2.3 The Employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary.

2.4.2.4 The Employee must agree to the redeployment.

2.4.2.5 The Employee will, as a matter of priority, be provided with training to assist them into the new position.

2.4.2.6 The Employee(s) will have up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.

2.4.3 Voluntary Separation Package

2.4.3.1 Should an employee, upon application, elect to take a voluntary separation package, such package shall comprise:

2.4.3.1.1 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;

2.4.3.1.2 3 weeks of total weekly salary as severance payment for each year of service in Local Government in South Australia as severance payment;

2.4.3.1.3 reimbursement of up to 10% of annual salary (during the first 12 months or until another position is obtained) for the purposes of outplacement assistance, upon provision of tax invoices; and

2.4.3.1.4 pro rata long service leave shall only be paid after 5 years of continuous service in Local Government.

2.5 JOB AND WORK REDESIGN

2.5.1 Process

- 2.5.1.1 The CEO shall ensure that recruitment and selection is equitable and fair.
- 2.5.1.2 Prior to any vacant or new positions being advertised, a job description will be prepared which contains objectives of the position, key responsibilities, skills, knowledge and experience required, extent of authority and classification level under the Award.

2.5.2 Internal Advertising

- 2.5.2.1 All positions up to and including Level 4 shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.
- 2.5.2.2 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position.
- 2.5.2.3 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

2.5.3 External Advertising

- 2.5.3.1 All vacant positions above Level 4 will be advertised in the public media.
- 2.5.3.2 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position.
- 2.5.3.3 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

2.6 RECRUITMENT AND PROMOTION

- 2.6.1 Any work redesign occurring shall be based on the following:
 - 2.6.1.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
 - 2.6.1.2 The parties will jointly develop performance measurement techniques for the workplace.
 - 2.6.1.3 Relevant training in work change techniques shall be afforded to all employees.

2.7 AMALGAMATION

- 2.7.1 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.

2.8 REVIEW OF AGREEMENT

- 2.8.1 During the term of this Agreement the Enterprise Bargaining Committee shall meet as required to deal with matters arising out of implementation.
- 2.8.2 The Parties commit to commence negotiations on a further Agreement not less than six (6) months prior to the expiration of this Agreement.
- 2.8.3 In the event that negotiations for a further Agreement are not completed by the nominal expiry date of this Agreement, the Parties will continue to observe the terms and conditions of this Agreement until such time as a new Agreement has been certified.

2.9 DISPUTE RESOLUTION PROCEDURE

2.9.1 General

- 2.9.1.1 In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

2.9.1.1.1 It is the aim of the Parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.

2.9.1.1.2 Employees will in the first instance seek to resolve any dispute with the relevant Employee's Supervisor, CEO or the Employee's nominated representative.

2.9.1.1.3 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.

2.9.1.1.4 The process from 2.9.1.1.1 to 2.9.1.1.3 should be completed within seven (7) days of the issue first being raised.

- 2.9.1.2 Nothing contained in this clause shall prevent the Union or other nominated employee representative from raising matters directly with management.

2.9.2 Enterprise Agreement

- 2.9.2.1 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

2.9.2.1.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.

2.9.2.1.2 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.

2.9.2.2 Nothing contained in this clause shall prevent a nominated employee representative from raising matters directly with management.

PART 3 – EMPLOYEE RELATIONS

3.1 EMPLOYEE RELATIONS

3.1.1 The Parties to this Agreement:

3.1.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.

3.1.1.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.

3.1.1.3 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

3.1.1.4 Acknowledge the need to work in partnership and co-operate with each other, to promote a productive and satisfied workforce.

3.2 HEALTH AND SAFETY

3.2.1 The Parties are committed to continuous improvement in health and safety standards and performance in this area will be continually monitored.

3.2.2 Accordingly, the Parties commit themselves to Council's Health and Safety Policies. Any change(s) to the Health and Safety Policies shall occur by mutual agreement between the Parties.

3.3 GRACE DAYS

3.3.1 In recognition of approaches made to Employees by residents and rate payers out of work hours, and other work carried out by Employees outside of normal paid time, Council shall continue the practice of providing up to three (3) productivity/grace days each year over the Christmas / New Year period, in addition to statutory public holidays, annual leave and long service leave entitlements in respect of each Employee.

3.3.2 If one (1) of the productivity / Grace Days falls on a day not ordinarily worked by an Employee, the Employee will not accrue that day and it is not to be taken at another time.

- 3.3.3 The intent to the productivity / grace days are to ensure Employees have a break between Christmas and New Year period.

3.4 CORPORATE WARDROBE

- 3.4.1 Council shall provide an annual corporate wardrobe allowance for each permanent Employee (other than trainees) and shall pay for replacement items on a fair wear and tear basis.

- 3.4.2 The allowance an employee receives is proportionate to the number of days worked per fortnight, calculated by reference to the 'normal hours of work' for the employee. The applicable amounts are:

- 10 day fortnight = \$61 per day (\$610.00)
- 9 day fortnight = \$61.50 per day (\$553.50)
- 8 day fortnight = \$62 per day (\$496.00)
- 7 day fortnight = \$62.50 per day (\$437.50)
- 6 day fortnight = \$63 per day (\$378.00)
- 5 day fortnight = \$63.50 per day (\$317.50)
- 4 day fortnight = \$64 per day (\$256.00)
- 3 day fortnight = \$64.50 per day (\$193.00)
- 2 day fortnight = \$65 per day (\$130.00)
- 1 day fortnight = \$65.50 per day (\$65.50)

3.5 EQUAL EMPLOYMENT OPPORTUNITY

- 3.5.1 The Parties are committed to Equal Employment Opportunity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the South Australian *Equal Opportunity Act 1984*.

3.6 TRAINING

- 3.6.1 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.

- 3.6.2 Individual training plans shall be developed, based on the outcomes of Staff Development and Appraisals, which shall be introduced for the development of Employees and the defining of career paths.
- 3.6.3 When attending training courses, the following arrangement shall apply:
 - 3.6.3.1 If a Council vehicle is available, the Employee may travel in that vehicle.
 - 3.6.3.2 If a Council vehicle is available, but the Employee prefers to use his or her own vehicle, 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).
 - 3.6.3.3 If a Council vehicle is not available, the Motor Vehicle Allowance (Clause 4.4.5.2 of the Award) shall be paid.
- 3.6.4 Travel to and from the training venue outside of normal hours shall be taken as accrued leave without attracting penalty rates.

3.7 FLEXIBLE HOURS OF WORK

- 3.7.1 Normal hours of work shall be 38 hours, which may be worked between the hours of 7.00 am and 7.00 pm Monday to Friday (excluding public holidays).
- 3.7.2 It is agreed between the Parties that on occasions a flexible starting or finishing time can benefit both the Employees' and the Council's needs. Accordingly, the normal working day may be altered without attracting penalty rates on the following basis:
 - 3.7.2.1 Any change in normal start and finish times must be by genuine mutual agreement between the Employee and his or her supervisor. Unless otherwise specified, the Office staff will generally work from 8:00 am to 5:00 pm Monday to Friday.
 - 3.7.2.2 The Parties will undertake to make suitable flexible hours of work arrangements within the office work area to facilitate additional productivity in the office prior to public access between the hours of 9.00 am and 5.00 pm Monday to Friday.

3.8 RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

- 3.8.1 The above Award salaries provided in Clause 4.1 acknowledge previous levels of productivity and efficiency improvement, as well as the provision of resources to assist local groups and implement legislative changes, not limited to but including:
 - 3.8.1.2 Assistance to Kimba Community Groups;
 - 3.8.1.3 Work on Economic Development Initiatives;

3.8.1.4 Implementation of local government reform under the *Local Government Act 1999*;

3.8.1.5 Implementation of amendments to financial reporting and auditing requirements under the *Local Government Act 1999*.

3.9 JOURNEY AND PERSONAL ACCIDENT AND ILLNESS PROTECTION

3.9.1 Council shall fund and provide Personal Accident, Illness and Journey Protection for all Employees through Local Government Risk Services. Full details of the cover and periodical amendments as they occur from time to time will be made available to the Employee.

3.9.2 Under this cover no reimbursement will be provided for the first ten (10) working days of an accepted claim by the insurer, and the policy excludes reimbursement for any medical related expenses.

3.9.3 Employees agree that, where applicable, this cover will be used to minimise Council costs.

3.10 INCOME PROTECTION INSURANCE

3.10.1 Council shall provide Employees with income protection insurance through Local Government Risk Services.

3.10.2 Employees when accessing income protection insurance shall be considered to be on leave without pay.

3.10.3 Where an Employee accesses income protection insurance payments, no leave entitlements will accrue.

3.10.4 The period of time on income protection will not break an Employee's continuity of employment but will not count as service.

PART 4 – WAGES AND RELATED MATTERS

4.1 SALARY INCREASES

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

4.2 SUPERANNUATION AND SALARY SACRIFICE

4.2.1 The parties agree the Employer will pay Employee superannuation contributions in respect of each Employee into a superannuation fund of their choice, and in the instance where no fund is nominated, all contributions will be paid to Hostplus Super, being the nominated default fund, or its successor.

4.2.2 The amount of the Employer superannuation contribution will be:

4.2.2.1 for each Employee who is making 'SalaryLink contributions' to Hostplus Super;

4.2.2.2 3% of the Employee's salary or ordinary time earnings; and

- 4.2.2.3 any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of Hostplus as advised by the Trustee from time to time to finance the SalaryLink benefit for the Employee; and
 - 4.2.2.4 any additional superannuation contribution which the Employer agrees to pay in respect of the employee.
- 4.2.3 For each other Employee:
 - 4.2.3.1 contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - 4.2.3.2 any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 4.2.4 The Hostplus Rules set out in the Trust Deed in respect to Employees making SalaryLink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 4.2.5 For the purposes of this clause:

SalaryLink Benefit has the meaning given to that term under the Trust Deed.

SalaryLink Contribution has the meaning given to that term under the Trust Deed.

Member's Salary has the meaning given to that term under the Trust Deed.

Trust Deed means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.
- 4.2.6 From 1 July 2024, and for the term of this Agreement, the Employer will pay Employees an additional 1% by way of superannuation contribution, on top of the applicable superannuation guarantee (including as amended from time to time).
- 4.2.7 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 the Employee's nominated super fund, subject to the following:
 - 4.2.7.1 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;
 - 4.2.7.2 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;

- 4.2.7.3 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;
- 4.2.7.4 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;
- 4.2.7.5 the Employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrifice arrangements.

4.3 RECLASSIFICATION

- 4.3.1 Any request for a reclassification shall be examined and determined by the Chief Executive Officer within one month of receipt of such application. The date of reclassification shall take effect from the date the Employee commenced the duties.
- 4.3.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 4.3.3 Any Employee not satisfied with the determination may utilise the dispute resolution procedure within Clause 2.9 of this Agreement before choosing to access a Board of Reference constituted under Clause 2.3 of the Award.

4.4 NO FURTHER CLAIMS

- 4.4.1 The Parties agree that during the period of operation of the Agreement, there shall be no further salary increase(s) sought, or granted, except for those provided under the terms of this Agreement.
- 4.4.2 This Agreement shall not preclude increases granted by a State wage case.

4.5 FIRST AID ALLOWANCE

- 4.5.1 Where the Employer requires an Employee to hold and act upon a first aid certificate, the Employee will be remunerated in accordance with clause 4.4.2 of the Award.

PART 5 – LEAVE PROVISIONS

5.1 FAMILY RESPONSIBILITY / PERSONAL LEAVE

- 5.1.1 An Employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues for absences to provide care and support for such persons when they are ill.

- 5.1.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 5.1.3 The entitlement to use sick leave in accordance with this clause is subject to:
 - 5.1.3.1 The Employee being responsible for the care of the person concerned; and
 - 5.1.3.2 The person concerned being either:
 - 5.1.3.2.1 A member of the Employee's immediate family; or
 - 5.1.3.2.2 A member of the Employee's household.
 - 5.1.3.3 The term "immediate family" includes:
 - 5.1.3.3.1 A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - 5.1.3.3.2 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the employee.
 - 5.1.3.4 The Employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Council by telephone of such absence at the first opportunity on the day of absence.

5.2 LONG SERVICE LEAVE

- 5.2.1 Where an Employee's contracted weekly hours are altered, Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 5.2.2 Subject to the approval by the Chief Executive Officer, pro-rata long service leave may be accessed by the Employee, at his/her discretion after seven (7) years of continuous service.
- 5.2.3 Consideration shall be given to such issues as potential amalgamations and individual family responsibilities.
- 5.2.4 Employee requests for payout of part or all of their Long Service Leave entitlements may be approved by the Chief Executive Officer, in accordance with the *Long Service Leave Act 1987* (the **LSL Act**).

- 5.2.5 Subsection 7(2) of the LSL Act provides that long service leave should be taken in one continuous period and committed in writing.
- 5.2.6 Long service leave is calculated in calendar days and not working days. That is, a week of long service leave is calculated over a seven (7) day week and where a weekend or public holiday falls during the period of long service leave, this will count as a day of long service leave.
- 5.2.7 However, the Chief Executive Officer and Employee may agree on the taking of long service leave in separate periods, including periods of five (5) day increments, or less. Any agreement in this respect will be at the Chief Executive Officer's absolute discretion.

5.3 STUDY LEAVE

- 5.3.1 Employees undertaking courses of study shall be permitted time off with pay of up to five (5) hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours, subject to the following:
 - 5.3.1.1 that such courses are appropriate to local government and relevant to the Employee's career path within Council;
 - 5.3.1.2 that such courses and the method of undertaking such courses are approved and authorised by the Chief Executive Officer; as per the Employee's training and development plan;
- 5.3.2 Following consultation between senior management and interested Employees, reasonable opportunities will be given to Employees to attend appropriate courses conducted by approved training providers, provided however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
- 5.3.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two (2) hours per week for the purpose of completing exercises/assignments which are essential to the course, and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in 5.3.1.
- 5.3.3 Where an Employee is required by the Council to undertake a course of study or attend a training course, the Council shall, on the satisfactory completion of each year, reimburse the Employee for all fees paid in respect of such course.

5.4 COMMUNITY SERVICE LEAVE

- 5.4.1 Employees undertaking voluntary emergency management activities during ordinary hours of work shall be permitted time off with pay.
- 5.4.2 An Employee engages in a voluntary emergency management activity if:

- 5.4.2.1 the activity involves dealing with an emergency or natural disaster;
- 5.4.2.2 the Employee engages in the activity on a voluntary basis;
- 5.4.2.3 the Employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted; and
- 5.4.2.4 the Employee is a member of, or has a member-like association with, a recognised emergency management body.
- 5.4.3 A recognised emergency management body is:
 - 5.4.3.1 a body that has a role or function under a plan that is for coping with emergencies / natural disasters (prepared by the Commonwealth or a State or Territory);
 - 5.4.3.2 a fire-fighting, civil defence or rescue body; or
 - 5.4.3.3 any other body which is predominantly involved in responding to an emergency or natural disaster.
- 5.4.4 An Employee who takes community service leave must give the Employer:
 - 5.4.4.1 notice of the absence as soon as reasonably practicable; and
 - 5.4.4.2 notify of the period, or expected period, of absence.
- 5.4.5 The Employer may request an Employee who has given notice to provide evidence that they are entitled to community service leave.

5.5 ANNUAL LEAVE

- 5.5.1 Annual leave accrues in accordance with Clause 6.1 of the Award.
- 5.5.2 No more than eight (8) weeks annual leave may be accrued at any one time by an Employee, in the absence of written authorisation from the Chief Executive Officer.
- 5.5.3 Taking into account the Council's work, health and safety obligations, the Chief Executive Officer can direct an Employee to take leave on provision of four (4) weeks' notice, for a period of up to four (4) weeks, or other period of notice and/or period of leave to be taken as agreed between the Chief Executive Officer and the Employee.

5.6 DOMESTIC VIOLENCE LEAVE

- 5.6.1 Domestic Violence Leave will be provided in accordance with the entitlements under the *Fair Work Act*.

5.7 WORKING PUBLIC HOLIDAYS

- 5.7.1 An Employee who works on a public holiday has the option of being paid at the applicable penalty rate for the hours worked, or accruing the equivalent hours, as time off in lieu (**TOIL**) to be taken at a time mutually agreed between the Council and the Employee.

5.8 TIME OFF IN LIEU

- 5.8.1 This Agreement allows for up to 38 hours to be worked per week (for a full time employee) and any time worked in excess of this may be accumulated for TOIL of payment, or paid at the Ordinary Hour of Work rates outlined in the Award.
- 5.8.2 No more than 76 hours of TOIL (two (2) weeks) may be accumulated at any one time, and is to be taken at a time mutually agreed between the Chief Executive Officer and Employee on the basis of organisational needs. This will be calculated on a pro rata basis for part time employees.
- 5.8.3 For the avoidance of doubt, no standing arrangements to exceed the maximum accrual of 76 hours of TOIL (or the pro rata equivalent) will be granted, and any accrued TOIL beyond this will be paid at the Ordinary Hour of Work rates outlined in the Award, unless otherwise agreed prior with the Chief Executive Officer.
- 5.8.4 Any TOIL accrued must be taken prior to the conclusion of the last pay period for each financial year. Where this TOIL bank has not been cleared in the prescribed time, it will be paid at the Ordinary Hour of Work rates outlined in the Award.

PART 6 – MISCELLANEOUS

6.1 CONTINUOUS IMPROVEMENT

- 6.1.1 The Parties agree that in order to achieve improved service delivery to the community, it will be necessary to embark on a process of continuous improvement and adoption of new service requirements. The Parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 6.1.2 All Parties will cooperate with the Enterprise Bargaining Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 6.1.3 The Enterprise Bargaining Committee may establish local workplace committees and/or multi workplace committees to assist in the above process.

- 6.1.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plant or equipment, this will be provided at the earliest opportunity, if practical and achievable within Council's budget.
- 6.1.5 The Enterprise Bargaining Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 6.1.6 Where any potential improvements are identified, they are to be discussed with and agreed by Employees prior to implementation.
- 6.1.7 Once agreed, all productivity improvements are to be documented by the Enterprise Bargaining Committee and taken into account in the next round of enterprise bargaining negotiations.

6.2 RESOURCE SHARING

- 6.2.1 Council and Employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 6.2.2 In relation to resource sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements; these are to be negotiated with all Parties prior to the commencement of these other duties.
- 6.2.3 No Employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as it relates to this Agreement.

6.3 FIXED TERM CONTRACTS OF EMPLOYMENT

- 6.3.1 The Council may offer fixed term employment contracts on the following grounds:
 - 6.3.1.1 for a specific project of defined duration;
 - 6.3.1.2 or a position, which is funded from an external body;
 - 6.3.1.3 to replace an Employee who is on extended leave greater than three (3) months.
- 6.3.2 A fixed term employment contract offered by the Council will contain the following provisions:
 - 6.3.2.1 the term of the contract shall be for no less than six (6) months and for no greater than five (5) years duration;
 - 6.3.2.2 the incumbent may terminate the contract by giving the Council a minimum of four (4) weeks' notice;

6.3.2.3 for contracts with a duration of two (2) years or greater, the Council shall give the incumbent three (3) months' notice of its intention not to renew the contract and the grounds on which the decisions were made;

6.3.2.4 where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with their position description and the Council's formal performance appraisal system;

6.3.2.5 the Council may terminate a fixed term contract for the reasons and within the periods outlined in the Award.

6.3.3 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement or the Award. Where an Employee's contract contains provisions that are inconsistent with the terms and conditions of this Agreement or the Award, those inconsistent provisions, whether express or implied, shall be void and have no force or effect.

6.4 SIGNATORIES

Signed for and on behalf of
the District Council of Kimba


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Deb Larwood - Chief Executive Officer

20/12/23
.....
Date

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


.....
Emily Maxwell – Employee Representative

20/12/2023
.....
Date


.....
Keely Westhoff – Employee Representative

20/12/23
.....
Date