

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

|                        |  |
|------------------------|--|
| <b>Agreement title</b> | District Council of Kimba – Outdoor Officers Enterprise Agreement 2023 |
| <b>Employer</b>        | District Council of Kimba  |
| <b>Case number</b>     | ET-23-06149  |

## Orders - Approval of Enterprise Agreement District Council of Kimba – Outdoor Officers Enterprise Agreement 2023

I HEREBY APPROVE this Enterprise Agreement, along with the undertaking in respect of clause 2.3.2, pursuant to section 79 of the *Fair Work Act 1994*.

***“I hereby give an Undertaking it is the intent of the parties, and specifically, the intent of the Council, as the Employer, that where there is a change as defined by clause 2.3.2 (whether significant, or not), the Council will consult.*”**

This Agreement shall come into force on and from 9 April 2024 and have a nominal life extending for a period of 36 months.

A handwritten signature in black ink, appearing to be 'Rogers', written over a horizontal line.

**Commissioner Rogers**

**09 Apr 2024**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



|                      |   |
|----------------------|---|
| <b>Undertaking</b>   | Section 79(1)(b) of the <i>Fair Work Act 1994</i> (SA)  |
| <b>Applicant</b>     | District Council of Kimba   |
| <b>Other parties</b> | Australian Workers Union<br>(Amalgamated AWU (SA) State Union),<br>Shane Harris (Worker)<br>Clarrie Hutchins (Worker)<br>Scott Earle (Worker) |
| <b>Case number</b>   | ET-23-06149   |

1. I am the Chief Executive Officer of the Applicant and in this capacity, the primary representative of the Employer in the enterprise bargaining negotiations.
2. This Undertaking is given in accordance with section 79(9)(a) of the *Fair Work Act 1994* (the **Act**) and concerns how an enterprise agreement is to be interpreted and/or applied.
3. The Agreement in question is the *District Council of Kimba – Outdoor Officers Enterprise Agreement 2023* (the **Agreement**), currently before the South Australian Employment Tribunal for consideration.
4. A ballot of eligible employees in respect to the Agreement was held, closing on 13 December 2023, the results of which were that all ten (10) employees who voted on the ballot (out of a possible 13 employees) voted in favour of the Agreement.
5. On this basis, the majority of employees covered by the Agreement have agreed to be bound by its terms pursuant to section 79(1)(b) of the Act.
6. By email of Tuesday 26 March 2024, Commissioner Rogers has made certain enquiries of the parties with respect to the following clauses:

## 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.*

...

## 2.3 CHANGE MANAGEMENT

...

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.*

7. I hereby give an Undertaking it is the intent of the parties, and specifically, the intent of the Council, as the Employer, that where there is a change as defined by clause 2.3.2 (whether significant, or not), the Council will consult.

8. I make this undertaking to assist in satisfying the Tribunal the Agreement has met all requirements set out in the Act and can now be approved pursuant to section 79.

*Deb Larwood*

Deb Larwood  
Chief Executive Officer  
DISTRICT COUNCIL OF KIMBA

26 March 2024

**DISTRICT COUNCIL OF KIMBA**

**OUTDOOR OFFICERS ENTERPRISE AGREEMENT 2023**

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## PART 1 – APPLICATION AND OPERATION OF AGREEMENT

### 1.1 TITLE

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

### 1.2 DEFINITIONS

- 1.2.1 **'Agreement'** shall mean the District Council of Kimba – Outdoor Officers Enterprise Agreement 2023.
- 1.2.2 **'Award'** shall mean the Local Government Employees Award as amended from time to time.
- 1.2.3 **'CEO'** shall mean Chief Executive Officer.
- 1.2.4 **'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.
- 1.2.5 **'Council'** shall mean the District Council of Kimba.
- 1.2.6 **'Employee'** shall mean any person employed by the Employer, employed pursuant to the Agreement.
- 1.2.7 **'Employee Representative'** shall mean a person nominated by an employee or employees to represent the interests of employee(s) at the workplace.
- 1.2.8 **'Employer'** shall mean the Council.
- 1.2.9 **'Family'** shall include any person who relies on the Employee as a primary care giver.
- 1.2.10 **'Outdoor Staff'** shall mean Employees of the Council employed pursuant to the Award.
- 1.2.11 **'Ordinary Hours of Work'** shall mean those hours prescribed in Clause 6.1.1 of the Award, which 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 9.5 hours per day'.
- 1.2.12 **'Parties'** shall mean those referred to in Clause 1.4 of this Agreement.
- 1.2.13 **'Union'** shall mean the Australian Workers Union, South Australian Branch.

### **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 Outdoor Staff.

1.4.2 The Agreement excludes the positions of CEO and other Senior Officers who report directly to the CEO and are engaged pursuant to a Common Law Contract.

### **1.5 RELATIONSHIP TO 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 Outdoor 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 The Parties recognise the benefits of suitable consultative and participative measures in the development of an organisation culture aimed at continuous improvement.

1.6.4 All casual employees employed by the Council shall be paid under the terms and conditions of the current Agreement.

## **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.

2.3.4 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.

## **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 will, as a matter of priority, be provided with training to assist them into the new position.

2.4.2.5 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 AMALGAMATION**

2.5.1 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.

## **2.6 REVIEW OF AGREEMENT**

2.6.1 During the term of this Agreement the Enterprise Bargaining Committee shall meet as required to deal with matters arising out of implementation.

2.6.2 The Parties commit to commence negotiations on a further Agreement not less than six (6) months prior to the expiration of this Agreement.

2.6.3 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.

## **2.7 DISPUTE RESOLUTION PROCEDURE**

### **2.7.1 Grievance Procedure**

2.7.1.1 Employee grievances shall be dealt with in the first instance between the Employee and the manager for the relevant work area.

2.7.1.2 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.

2.7.1.3 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.

2.7.1.4 Should the matter remain unresolved, the Union, on behalf of the Employee(s), may refer the matter to the South Australian Employment Tribunal.

### **2.7.2 Dispute Procedures**

2.7.2.1 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.

2.7.2.2 Should the matter remain unresolved, an Official from the Union (and Job Representative) may discuss the matter with the CEO and the Works Manager.

2.7.2.3 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 South Australian Employment Tribunal.

2.7.2.4 Whilst the matter is being handled in accordance with these procedures the Parties agree that work and work practice will continue as normal.

### **2.7.3 Enterprise Agreement Disputes**

2.7.3.1 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.

2.7.3.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of the members employed by the Council.

2.7.3.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

## **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 WORK HEALTH AND SAFETY**

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

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

### **3.3 GRACE DAYS**

- 3.3.1 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.
- 3.3.2 These days off shall be taken between Christmas Day and New Year's Day (the **Grace Period**).
- 3.3.3 If one (1) of the productivity / Grace Days falls on a day not ordinarily worked by an Employee, the Employee may accrue that day to be taken at a time mutually agreed between the Council and the Employee.
- 3.3.4 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.

### **3.4 EQUAL EMPLOYMENT OPPORTUNITY**

- 3.4.1 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*.

### **3.5 TRAINING**

- 3.5.1 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.
- 3.5.2 The Council will consult with Employees to determine training needs.
- 3.5.3 All training programs identified within the Employees' annual appraisal are to be met within the constraints of the Council budget.
- 3.5.4 When attending training courses, the following arrangement shall apply:
- 3.5.4.1 If a Council vehicle is available, the Employee may travel in that vehicle.
- 3.5.4.2 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).

- 3.5.5 Travel to and from the training venue outside of normal hours shall be taken as accrued leave without attracting penalty rates.

### **3.6 MULTI SKILLING**

- 3.6.1 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.

### **3.7 HOURS OF WORK**

#### **3.7.1 Eight Day Fortnight**

- 3.7.1.1 The Employees shall work an eight (8) day fortnight (being 76 hours a fortnight and based upon a 38-hour week) the span of hours to be operated between 5.00am to 7.00pm 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 (5) 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.

#### **3.7.2 Hours Flexibility**

- 3.7.2.1 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.

#### **3.7.3 Additional Work Periods**

- 3.7.3.1 "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.

- 3.7.3.2 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.

- 3.7.3.3 Time worked in excess of one hundred hours (100) in a fortnight shall attract overtime payments at double time.
- 3.7.3.4 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.
- 3.7.3.5 Employees may elect to bank the additional hours provided for in clause 3.7.3.2 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.

#### **3.7.4 Additional Hours**

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

#### **3.7.5 Call Outs**

- 3.7.5.1 The minimum payment for a Call Out shall be two (2) hours where less than one (1) hour is worked, being 59 minutes or less, and four (4) hours where more than one (1) hour is worked, being 60 minutes or more, and the appropriate penalty rates shall apply. The calculation of time for a Call Out shall include travelling time, to and from the job.

#### **3.7.6 Rostered Days and Accrued Leave**

- 3.7.6.1 In those circumstances, which are outside of the provisions of Clause 3.7.3 and having regard to the operational work requirements, an Employee(s) may be requested by the Works Manager to work on an 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 31<sup>st</sup> May of each financial year, unless otherwise agreed at the absolute discretion of the Chief Executive Officer. Where the "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.

### **3.8 TIME OFF IN LIEU**

- 3.8.1 This Agreement allows for up to 76 hours per fortnight (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.

- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 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.

### **3.9 ANNUAL LEAVE**

- 3.9.1 Annual leave accrues in accordance with Clause 7.1 of the Award.
- 3.9.2 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.
- 3.9.3 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 for (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.

### **3.10 JOURNEY AND PERSONAL ACCIDENT AND ILLNESS PROTECTION**

- 3.10.1 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.
- 3.10.2 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.
- 3.10.3 Employees agree that, where applicable, this cover will be used to minimise Council costs.

### **3.11 INCOME PROTECTION INSURANCE**

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



- 3.11.2 Employees when accessing income protection insurance shall be considered to be on leave without pay.
- 3.11.3 Where an employee accesses income protection insurance payments, no leave entitlements will accrue.
- 3.11.4 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 Statewide Super, 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 NO FURTHER CLAIMS**

4.3.1 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.

4.3.2 This Agreement shall not preclude increases granted by a state wage case.

#### **4.4 ABSORPTION OF ALLOWANCES**

4.4.1 The salary rate in clause 4.1 absorbs the allowances and special rates set out under Schedule 4 and 5 of the Award, other than:

4.5.1.1 First Aid Allowance

4.5.1.2 Meal Allowance

4.5.1.3 Toxic Substances Allowance

#### **4.5 PAYMENT OF LICENCES**

4.5.1 Council shall 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.

4.5.2 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, the Council shall pay the costs associated with obtaining this license.

### **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 DOMESTIC VIOLENCE LEAVE**

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

## **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 FIRST AID**

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

**6.3 EMPLOYEE PROTECTION**

6.3.1 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.

**6.4 SIGNATORIES**

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

  
.....  
Deb Larwood - Chief Executive Officer

21 / 12 / 23  
.....  
Date

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

  
.....  
Shane Harris – Employee Representative

20 / 12 / 23  
.....  
Date

  
.....  
Clarrie Hutchins – Employee Representative

21 / 12 / 23  
.....  
Date

  
.....  
Scott Earle – Employee Representative

20 / 12 / 23  
.....  
Date

