

KINGSTON DISTRICT COUNCIL ENTERPRISE AGREEMENT NO. 7 (2011)

File No. 4962 of 2011

This Agreement shall come into force on and from 18 April 2012 and have a life extending until 17 April 2015.

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



DATED 11 JANUARY 2012.

COMMISSION MEMBER



**KINGSTON DISTRICT COUNCIL
ENTERPRISE AGREEMENT NO. 7 (2011)**

CLAUSE 1 - TITLE

This Agreement shall be known as the Kingston District Council Enterprise Agreement No. 7 (2011).

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CLAUSE 3 - DEFINITIONS

- “Agreement” - means the Kingston District Council Enterprise Agreement No. 7 (2011).
- “Award” - means the South Australian Municipal Salaried Officers Award, an Award of the Industrial Relations Commission of South Australia.
- “Consultation” - is a process, which will have regard to employee’s interests in the formulation of plans that will have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- “Council” - means the Kingston District Council.
- “Employee” - means an employee of the Council who performs work covered by this Agreement and the above Award.
- “Employer” - means the Kingston District Council.
- “Enterprise Committee” - shall consist of two employer representatives and two employee representatives employed pursuant to the South Australian Municipal Salaried Officers Award, with the Chief Executive Officer being an ex officio member.
- “Salary” – shall mean total income including superannuation payment, use of motor vehicle (where it is in lieu of overtime worked or part of salary package), regular overtime and regular shift penalties and allowances.
- “Technical Positions” – refers to the Manager of Works and Engineering Services and other staff employed under the Award to supervise employees employed under the Local Government Employees Award.

CLAUSE 4 - PARTIES BOUND

- 4.1 This Agreement is binding on the Kingston District Council and employees of Kingston District Council employed pursuant to this Agreement.
- 4.2 All Employees of Kingston District Council employed pursuant to the Award, with the exception of the Chief Executive Officer with regard to:
 - Clause 20 - Overtime;
 - Clause 21 - Call Outs;
 - Clause 23.3 – Sick Leave;
 - Clause 25.1.2 – Annual Leave (Leave Loading); and
 - Clause 26 - Rate of Pay;where the Chief Executive Officer is compensated through his contract of employment for these exclusions.

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

- 5.1 The main objectives of this Agreement are to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Kingston District Council.
- 5.2 The objectives are to:-
- 5.2.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees.
 - 5.2.2 Develop a high degree of team work, trust and shared commitment to the achievement of real and sustainable improvements in efficiency and productivity.
 - 5.2.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
 - 5.2.4 Promote measures to eliminate industrial disputation, absenteeism and lost time due to injury, by the design of jobs which provide a safer and more enjoyable working environment.
 - 5.2.5 Provide employees with a quality of work environment and with improved job satisfaction
 - 5.2.6 Promote open and honest communication in all aspects of Council operations.
 - 5.2.7 Work towards establishing realistic performance indicators to assist with the continued development of the staff appraisal scheme, to achieve real and lasting improvements in efficiency, flexibility and productivity.
 - 5.2.8 Encourage all employees to continually review job processes and promote job redesign as a means to achieving efficiency and productivity in the work place.
 - 5.2.9 Continue to review and upgrade equipment requirements to meet the changing needs of the Enterprise.
 - 5.2.10 Promote and provide a high level of customer service and public relations.

CLAUSE 6 - PERIOD OF OPERATION

- 6.1 This Agreement shall commence from the date of certification and remain in force until 17 April 2015. This Agreement will be reviewed and renegotiated during the final six months of the Agreement.

CLAUSE 7 - RELATIONSHIP TO AWARD

- 7.1 This Agreement shall be read and applied in conjunction with the terms of the Award, as amended. Where there is any intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency.

CLAUSE 8 – ENTERPRISE AGREEMENT COMMITTEE

- 8.1 The parties agree that the constructive structure for negotiating and monitoring Enterprise Agreements and resolving concerns and or disputes arising from the operation of negotiation processes is the Enterprise Agreement Committee.

- 8.2 *The Enterprise Agreement Committee shall consists of:-*

8.1.1 Two employer representatives of the Kingston District Council

8.1.2 Two employee representatives employed by the Council pursuant to the South Australian Municipal Salaried Officers Award.

8.1.3 Chief Executive Officer as ex officio member.

- 8.3 *The role of the Enterprise Agreement Committee shall be:-*

8.2.1 Monitor the operation of the Agreement and meet on an as needs basis.

8.2.2 Investigate a matter or grievance brought to the Committee about the operation of this Agreement which may have an adverse impact on an employee's work

CLAUSE 9 - EMPLOYEE PROTECTION

- 9.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement; such as, hours of work, annual leave or long service leave, or any other entitlement established through relevant legislation.

- 9.2 The employer agrees to security of employment, pursuant to Clause 10 of this Agreement, and undertakes that there will be no reduction in current staffing levels of permanent full time employees (excluding employees on fixed term contracts), for the duration of this Agreement, except:

1. Where an employee's performance is unsatisfactory; or
2. There is wilful misconduct by the employee; or
3. The employees actions at work are illegal or improper; or
4. The employee is employed on a fixed term contract.

CLAUSE 10 - EMPLOYMENT SECURITY

10.1 Amalgamation

- 10.1.1 Where an amalgamation or federation between the Kingston District Council and one or more other Councils is being considered, the employees shall be informed of the nature of the changes being considered at the earliest opportunity.
- 10.1.2 Prior to any amalgamation of Councils, and at the earliest practical time, Council agrees to commence discussions with its employees regarding conditions of employment and job security affecting or likely to affect all employees covered by this Agreement.
- 10.1.3 Where the parties consider it appropriate to negotiate an Amalgamation Agreement to incorporate the conditions of employment pertaining to matters of employment in a new Amalgamated Council, this shall be done through the Enterprise Agreement Committee members or nominees. When negotiations are finalised, the Amalgamation Agreement shall be lodged with the Industrial Relations Commission of South Australia for certification.

10.2 Job Security

- 10.2.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other Councils during the life of this Agreement. Redeployment, natural attrition and voluntary redundancies shall be the only means of adjustment in those situations where positions are no longer required by the Council.

10.3 Redeployment of Council Employees

- 10.3.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre deployment position.
- 10.3.2 Where redeployment occurs, employees will be redeployed into a position at their existing Award level and held at that level for one year. At the conclusion of one year, if the redeployment position is deemed to be at a lower level, salary maintenance at the existing rate of pay shall continue but shall exclude any future Award and Agreement increases until such time as the remuneration from the former position equals that of the classification of the new redeployment position. Thereafter, normal salary increases shall apply.
- 10.3.3 Employees affected by redeployment shall, as a matter of priority, be provided with training to assist them in the new position.

- 10.3.4 Where a position is identified as being redundant and no redeployment options are available, the employee may seek a voluntary separation package, however this shall be offered at the discretion of Council. The terms of the redundancy are as provided for in sub-clause 10.4 herein.

10.4 Voluntary Separation Package

Should an employee be offered a voluntary separation package, such package shall comprise:

- 10.4.1 The payment of eight (8) weeks pay (based on total salary) in lieu of notice.
- 10.4.2 A redundancy payment at a rate of three (3) weeks remuneration per year of continuous service with the Kingston District Council and for partly completed years of service a pro-rata amount of three (3) weeks remuneration for the completed weeks of service, being to a maximum of 104 weeks in total.
- 10.4.3 The amount of the voluntary separation package shall be determined by the salary immediately prior to separation, as per the definition contained in Clause 3 “Salary”.
- 10.4.4 The employer will pay all costs on production of receipts for outplacement counselling to assist the employee receiving the voluntary separation package to find alternative employment for the first five (5) outplacement counselling services, only, and in which time these services must have been undertaken within three (3) months of termination of employment.
- 10.4.5 The employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

CLAUSE 11 - EMPLOYEE RELATIONS

11.1 General

- 11.1.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 11.1.2 The parties agree consultation is viewed as essential to any change. Council recognises the need for commitment of employees to achieve effective improvements in productivity and efficiency.

11.1.3 Council is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the Enterprise and their jobs and is therefore committed to the consultation process.

11.1.4 After consulting with the employees and taking into consideration all points, issues and concerns raised, Council will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.

11.1.5 The Parties agree that participation by employees is vital in decisions, which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.

11.2 Notice of Termination by an Employee

11.2.1 Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer two weeks notice of their intention to do so, or in lieu thereof the employee shall forfeit two weeks salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.

CLAUSE 12 - DISPUTE RESOLUTION

12.1 General

The following procedure will be used in the event of a dispute arising between the employer and employee about any aspect pertaining to this Agreement:-

12.1.1 Where an employee is unhappy about a decision that has affected him or her or the employee believes the he or she has not been dealt with in a fair or equitable manner, the employee(s) and/or Enterprise representative will contact the relevant Manager or CEO and attempt to settle the issue at that level.

12.1.2 If the issue is unable to be settled, the employee(s) and their nominated representative, will meet with the Chief Executive Officer.

12.1.3 If the matter remains unsettled, the employer and employee may seek resolution, within jurisdictional parameters, through either the Industrial Relations Commission of South Australia or an Alternative Dispute Resolution provider agreed by the parties.

12.2 Enterprise Agreement

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

- 12.2.1 Any dispute shall be notified to the Enterprise Agreement Committee, which shall assist in resolving the matter through investigating the issue(s), examining the intent of the operation of such clause found to be in dispute, agree on its correct application, where possible, and make recommendations for action by the Chief Executive Officer.
- 12.2.2 If matters remain unresolved, employee(s) shall in the first instance seek to resolve any dispute with the Chief Executive Officer. Conversely, the Chief Executive Officer shall seek to resolve any dispute directly with the employee(s) concerned. The employee may seek to have representation in any discussions by a person of their choice.
- 12.2.3 If the issue remains unresolved, either party may refer the matter to the Industrial Relations Commission of South Australia for conciliation and if necessary, arbitration. Both parties shall endeavour to have a hearing as soon as possible. The parties recognise that they may exercise their right to appeal the decision.

CLAUSE 13 - COMMITMENT OF PARTIES TO ACHIEVEMENT OF EFFICIENCY IMPROVEMENT

- 13.1 The parties agree to work together co-operatively and expeditiously through the forum of the Enterprise Arrangement Committee to achieve:
 - 13.1.1 Continuous improvement in quality of performance and service offered by the Kingston District Council through the introduction of Total Quality Management Principles.
 - 13.1.2 Continuous review and improvement of work practices and development of initiatives to improve the performance, productivity, effectiveness, efficiency and accountability of the Kingston District Council.
 - 13.1.3 The removal of any restrictive work practices with a view to further and on-going harmonious industrial relations.
 - 13.1.4 Develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Kingston District Council and the achievements of real and sustainable improvements in productivity.
 - 13.1.5 The adoption of practices to improve standards of Occupational Health and Safety.

- 13.1.6 Improving processes and customer satisfaction, through the development of customer service policies and procedures.
- 13.1.7 Continued sustainability with all parties striving to maintain, enhance and improve the image and identity of the Kingston District Council.
- 13.1.8 Recognition of the importance and ongoing development of staff performance appraisal systems.
- 13.1.9 Recognition of the importance of including performance measures within job descriptions to assist with performance measurement under the performance appraisal system.

CLAUSE 14 - MULTI-SKILLING

- 14.1 The parties recognise it is desirable for employees to familiarise themselves with the duties of other employees.
- 14.2 Employees will continue this practice, which allows them to readily take on such duties whilst other employees are on leave or for other purposes, subject to the employee having the prerequisite skills and knowledge to perform the duties and occupational, health and safety requirements being met.

CLAUSE 15 – TRAINING AND TRAVEL TO CONFERENCES/TRAINING COURSES

The parties recognise the need to maintain and increase the level of training and development currently provided at all levels within the Council by:

- Council committing to enhancing skills of its workforce through the provision of training, support and encouragement to all employees wishing to or undertaking work related training or study;
- Council ensuring that all employees are provided with a fair and equitable opportunity to attend training courses and work related study lectures or examinations;
- Encouraging and supporting employees to attend courses (certificate or otherwise) as a means of continuous career and skills development.

- 15.1 Employees undertaking a course of study shall be permitted time off with pay of up to 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 provisos:

- 15.1.1 That such courses are appropriate to Local Government.

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- 15.1.2 That such courses and the method of undertaking such courses are approved and authorised by the Chief Executive Officer, approvals maybe conditional.
- 15.1.3 Following consultation between management and interested employees reasonable opportunity will be given to employees to attend appropriate courses conducted by approved training providers.
- 15.1.4 Where training or a course of study undertakes and provides for the assessment of performance and has been approved and supported financially or otherwise by Council, the employee shall provide evidence of the results of training or study performance as they are received by the employee.
- 15.1.5 Where the formal assessment result provided under Clause 15.1.4 indicates the failure of a course, subject or component thereof and the course, subject or component thereof is required to be retaken, Council, were it has supported the course financially or otherwise, will not provide further funding or additional time off for that course, subject or component thereof.
- 15.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises, assignments which are essential to the course and such time as is necessary for practical training and examinations at the approval of the Chief Executive Officer and in accordance with the conditions of Clause 15.1.1 to 15.1.5.
- 15.3 Time off for training or study should not interfere with the efficient day to day functioning of the office and will be granted at a time convenient to the Enterprise.
- 15.4 Where an employee is approved by Council to undertake a course of study, Council will pay 50% of the course fee (on the basis of each semester or module) at the beginning of the semester or module, and reimburse the employee the remaining 50% of the course fee on satisfactory completion of each semester or module (as applicable and as agreed in a letter giving approval).
- 15.4.1 If the course is held outside of Kingston, a Council vehicle will be made available for travel where possible, or if not, the cost of travel shall be met, or the employee reimbursed for his/her own vehicle at the rate of reimbursement outlined in the Award.
- 15.4.2 On production of receipts Council will reimburse the cost of textbooks to a ceiling of \$100 per annum for the approved course of training or study.

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- 15.5 As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement by individual employees, time spent at approved training programs conducted on a Saturday or other agreed times outside of ordinary hours will be paid at ordinary time or taken as time in lieu.
- 15.6 An employment bond will be the subject of a prior written Agreement between the Council and any employee who is granted study leave over a long period, eg, degree, diploma etc. The terms of the Agreement will be consistent for employees and be developed by Council prior to the granting of any leave under this sub-clause.
- 15.7 Council will fund an approved study or training course to a maximum of \$1,400.00 per annum per employee.
- 15.8 All parties agree that, as a general principle, time travelled on authorised Council business, e.g. conferences, seminars, training and meetings be shared between employees and Council time. However, all parties acknowledge that time travelled is factored into and absorbed within the Agreement from its commencement of operation.
- 15.10 A Council vehicle will be made available wherever possible for travel to and from authorised conferences, seminars, trainings and meetings.
- 15.11 If a Council vehicle is available, but the employee prefers to use their own vehicle, Council shall reimburse the cost of the fuel to travel to and from the venue, upon production of receipts.
- 15.12 If a Council vehicle is not available, then the rates set in the Award for travel allowance shall be paid.
- 15.13 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package are not covered by this clause.
- 15.14 An annual review with all employees will be conducted to ascertain current and future training needs and an agreed training and development program formulated. This shall be included as part of the annual staff appraisal process.
- 15.15 Appropriate training will be provided as required when changes to work practices are introduced.

CLAUSE 16 - RESOURCE SHARING

- 16.1 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.

- 16.2 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.

CLAUSE 17 - HOURS OF WORK

- 17.1 All parties recognise the need to maximise the best use of labour by taking into account Council resources and seasonal factors.
- 17.2 Standard hours of work for office employees, excluding employees occupying technical positions shall, subject to 17.4 and 17.5 hereunder, be 152 hours averaged over a four week period. Standard days shall be 8 hours per day (excluding half an hour lunch break) to be worked between 8:00 a.m. to 5:00 p.m., Monday to Friday inclusive. Employees working under the standard hours of this clause shall be entitled to a rostered day off in every four week cycle were sufficient time had been accrued.
- 17.3 Standard hours of work for employees occupying technical positions shall be 76 hours averaged over a two week period. Standard hours shall be 8.5 hours for eight days work between the hours of 7.30 a.m. to 4.30 p.m. with a half hour lunch break. The ninth day shall be an 8 hour day work between the hours of 7.30 a.m. to 4.00 p.m with a half hour lunch break. These working hours entitle employees occupying technical positions with a rostered day off in every fortnightly cycle.
- 17.4 Any overtime worked during and outside of these hours will be remunerated in accordance with Clause 21 – “Overtime” or taken as time off in lieu at a time mutually agreeable between the employee and the Chief Executive Officer.
- 17.5 Office employees shall be given the flexibility under certain circumstances to work 76 hours per fortnight over a 9 day period. This will involve 8.5 hours being worked for eight days and 8 hours being worked on the ninth day. All hours must be worked between 8.00am and 5.30pm with half an hour lunch break. These arrangements will entitle the employee to a rostered day off every fortnight.

Any request by employees to exercise the 9 day working fortnight must be made to the Chief Executive Officer in writing for approval, stating reasons for the request.

Approval to the request may be conditional and for a restricted period of time, these and all matters related to flexible arrangements under this clause are at the discretion of the Chief Executive Officer. The Chief Executive Officer may refuse the request on reasonable grounds including operational difficulties of managing such arrangements.

- 17.6 The parties recognise that employee’s lives, obligations and commitments extend beyond the Enterprise and vary from employee to employee. Workloads also vary, sometimes in unpredictable ways, and as a consequence the parties commit to the use of flexible working hours arrangements.

Management and employees agree to negotiate any changes to employee's ordinary working arrangements to suit a short term organisational requirement or personal need. Such agreements will be in writing and signed by both the employee and their manager or Chief Executive Officer specifying the terms and the reason for the arrangement.

- 17.7 Employees will record hours worked as required by the Chief Executive Officer and in accordance with legislation.
- 17.8 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package are not covered by this clause except, where the employment Agreement is silent on conditions, and for the requirement to record hours worked pursuant to sub-clause 17.7 herein.

CLAUSE 18 - CORPORATE UNIFORM

- 18.1 Both parties recognise that a corporate uniform projects a professional image for the Council and promotes employee pride towards personal presentation to the general public.
- 18.2 Council will, subject to Clause 18.3 and 18.4 hereunder, provide financial assistance to all employees covered under this Agreement at a rate of \$300 p.a. to assist in the purchase and replacement of a corporate uniform. Employees undertake to wear and maintain their corporate uniform in a presentable manner, at all times.
- 18.3 New employees to Council will be provided with financial assistance to the amount of \$500 in their first year of employment, to assist with the purchase of a corporate uniform.
- 18.4 Fixed term contract staff shall undertake to wear the corporate uniform, and shall be provided with financial assistance as per Clause 18.2 and 18.3, provided the contract term of employment is for a period of twelve months or greater.
- 18.5 An employee commencing duties with the Council, subject to Clause 18.3 and 18.4, will only be entitled to the financial assistance set out in Clause 18.2 and 18.3, once the employee has successfully satisfied all probationary conditions of employment, either covered by the Award or contract of employment.
- 18.6 An employee commencing duties on a fixed term contract and that contract is terminated by the employee prior to the completion of a period of twelve months or greater shall repay to Council, an amount of assistance provided under Clause 18.3, calculated by pro-rata adjustment of the actual completed weeks of service.
- 18.7 The Council shall purchase the corporate wardrobe for each employee and any staff contributions can be met through payroll deductions or direct repayment as a debt within six months of purchase.

CLAUSE 19 - PRODUCTIVITY DAYS

- 19.1 In recognition of improvements to productivity, efficiency and unpaid overtime under Clause 20, Council shall provide two (2) productivity days each year in addition to statutory public holidays, annual leave and long service leave entitlements. These days off shall be taken between Christmas Day and New Year's Day except by mutual agreement between the employer and relevant employee(s).
- 19.2 It is recognised that some employees of Kingston District Council are required to provide visitor information services during the period identified in Clause 19.1, thereby the Chief Executive Officer shall, in negotiation with these employees, approve an alternative time for the provision of two (2) productivity days.

CLAUSE 20 – OVERTIME/TOIL

- 20.1 It is agreed and undertaken by the Council that refusal to work unreasonable extra hours is the right of each and every employee under this Agreement and, that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However, both parties accept that from time to time; there shall be a reasonable expectation on behalf of the Council for additional hours to be worked.
- 20.2 For any overtime worked on any one day under a half an hour, this time shall be absorbed within the wage rates provided under this Agreement. Any overtime worked in excess of a half an hour on any one day, which shall first be approved by the employees direct Manager or the Chief Executive Officer prior to undertaking overtime, shall be taken as time off in lieu or paid at appropriate Award overtime rates, including the first half an hour worked, as agreed between the employer and relevant employee(s).
- 20.3 Employees required to work at approved Council functions outside of standard working hours shall be permitted to accumulate Time Off in Lieu for those hours worked at the appropriate Award Overtime Rate.
- 20.4 All TOIL worked by an employee must be approved by their direct line Manager or Chief Executive Officer before commencement of work. TOIL is calculated on an hour for hour basis.
- 20.5 TOIL can be accrued to a maximum of 16 hours and with the approval of the Chief Executive Officer up to 38 hours. TOIL must be taken by 30 June each year unless the Chief Executive Officer authorises it to be carried forward. Employees with accrued TOIL in excess of 16 hours may be directed by the direct line Manager or Chief Executive Officer to take time off equivalent to the excess hours.

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- 20.6 TOIL may be granted at a time mutually agreed between the employee and direct line Manager or Chief Executive Officer. If the time off cannot subsequently be granted at the mutually agreed time, the employee will renegotiate another mutually agreed time.
- 20.7 TOIL accrued in accordance with this clause will be paid out on termination of employment, up to 16 hours, at the standard hourly rate applicable for the employee at the time of termination.
- 20.8 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package pursuant to sub-clause 5.4.6 of the Award and takes account of additional hours worked, are not covered by this clause.

CLAUSE 21 - CALL OUTS

- 21.1 Employees required to return to work or who are called back to work including Saturdays, Sundays and Public Holidays, will be remunerated at a rate of time and a half for a minimum of two hours. All time worked in excess of two hours shall be paid at a rate of double time. An employee may choose the option to take the hours worked as time off in lieu, at the equivalent penalty rates with the approval of the Chief Executive Officer or direct line Manager.
- 21.2 In emergency situations and only by mutual agreement, employees, if available, may be called back to work whilst on annual leave. In such situations the employee will be remunerated at ordinary time and a half, in lieu of annual leave payment, for the number of hours worked. Lost annual leave will be reallocated to a time, which is mutually convenient to Council and the employee.
- 21.3 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package are not covered by this clause.

CLAUSE 22 - ROSTERED DAYS OFF

- 22.1 The employer and all employees agree to the adoption of a more planned approach to the taking of accumulated Rostered Days Off (RDO's) granted under Clause 17. From the certification of this Agreement, RDO's will be formally programmed, any variation to the program must be approved by the employees direct Manager and no variations will be approved so as to 'bank' RDO's so that they may be taken over continuous days.

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- 22.2 In the event that a Rostered Day Off (RDO) is not taken on the programmed date, this RDO will be taken at some other mutually agreed time as per the following conditions:
- The RDO owed may not be taken over continuous days with other programmed or owed RDO's;
 - The RDO owed may not be taken within the same pay fortnight as RDO's already programmed or owed;
- alternatively the RDO not taken may be paid out at ordinary time at the discretion of the employees direct Manager.
- 22.3 With the introduction of programmed RDO's employees are required to ensure their RDO's are either taken on the programmed day or ensure that arrangements are in place to access their RDO's by mutual agreement as set out in 22.1 and 22.2 above.
- 22.4 Employees may not accrue more than a maximum of three (3) RDO's at any one time. RDO balances shall be monitored by both the employer and employee, and where three (3) RDO's have accrued the employee will be notified either in writing or verbally of their requirements to reduce their RDO balance within two (2) month from receipt of their notification.

CLAUSE 23 – SICK LEAVE

- 23.1 Sick leave shall be available to employees in accordance with the Clause 6.6.1, 6.6.2, 6.6.3 and 6.6.4 of the Award.
- 23.2 Leave accrued with the Kingston District Council shall be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

Accumulated days	Percentage Paid
0-10	2
11-20	4
21-30	6
31-40	8
41+	10

- 23.3 Where Sick Leave is taken an employee will provide a medical certificate or other reasonable evidence of sickness or injury which may include a properly authorised Statutory Declaration pursuant to the provision of Clause 6.6.3 of the Award.

CLAUSE 24 – FAMILY LEAVE

- 24.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates.

- 24.2 Family leave shall be available to employees in accordance with the Award, arrangements are as follows:
- 24.2.1 An employee with responsibilities in relation to either a member of their immediate family or members of their household who need their care and support may access family leave to provide care and support for such persons when they are ill.
- 24.2.2 Where Family leave used to care for a sick or injured family member exceeding 2 consecutive days or single days, taken together with a public holiday or rostered day off, an employee will provide a medical certificate or other reasonable evidence of sickness or injury which may include a properly authorised Statutory Declaration.
- 24.3 Employees must notify the Chief Executive Officer or direct line Manager as soon as practicable of their intention to take Family leave to enable adjustments to work schedules.
- 24.4 For the purpose of this Clause the definition of immediate family contained within Clause 6.8.1.3(c)(i)(ii) of the Award will apply.

CLAUSE 25 - ANNUAL LEAVE AND LONG SERVICE LEAVE

25.1 Annual Leave

- 25.1.1 Annual leave must be taken within two years of such leave falling due, unless prior written approval to defer the taking of leave is obtained from the Chief Executive Officer, or in the case of the Chief Executive Officer, from the Presiding Member of Council. In the event of an employee not complying, the Council has the right to require the employee to take leave forthwith.
- 25.1.2 Annual leave loading shall be paid to all employees on the first pay day of December, in lieu of being paid at the time of taking annual leave. Any employee who has not accrued a full twelve month entitlement, shall be paid pro-rata leave loading.
- 25.1.3 Annual leave must be applied for giving a minimum of two weeks notice and be taken as a whole day, unless otherwise approved by the Chief Executive Officer.
- 25.1.4 An employee may request to receive advanced payment for up to two (2) weeks of annual leave per year. An employee electing to do so will receive payment for the two (2) weeks of leave at the rate applicable at the time of the request but shall continue to have the entitlement of the annual leave accrual as accrued unpaid annual leave.

25.2 Long Service Leave

25.2.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) include the “cashing out” provisions.

25.2.2 Long Service Leave must be taken or “cashed out” at a time mutually convenient between Council and the employee concerned, in periods of at least two (2) weeks. Cashing out of accumulated Long Service Leave at the commencement of this Agreement shall be subject to approval by the Chief Executive Officer taking account of budgetary constraints and claims made.

25.2.3 Long Service Leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service, in periods of at least two (2) weeks.

25.2.4 An employee may take Long Service Leave after seven (7) years of service in the following matter:

- half pay, this doubling the period of leave taken;
- double pay, thus halving the period of leave taken;
- ‘cashing out’ all or part of their accrued leave (subject to approval by the Chief Executive Officer taking account of budgetary constraints and claims made); or
- taking the leave as normal.

CLAUSE 26 MILITARY LEAVE FOR AUSTRALIAN DEFENCE FORCE RESERVISTS

26.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force Reserves undertakes:

- Ordinary reserve service, including normal peacetime training
- Callouts to attend warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations
- Voluntary continuous full time service, where the reservist/employee volunteers and is accepted for full time service.

26.2 Such leave shall be subject to operational requirements, and may comprise combinations of Special Leave With Pay, where this attracts Employer Support Payments, and Special Leave Without Pay.

26.3 An employee may avail of their annual leave or long service leave entitlements while on Leave Without Pay and Employer Support Payments are not payable.

- 26.4 Other arrangements regarding the employee's substantive position, accrual of leave and continuity of service shall be discussed and agreed between the employer and employee and will be subject to the relevant provisions of the Local Government Act.

CLAUSE 27 - RATE OF PAY

- 27.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Appendix A of the Agreement and will include for salary purposes relevant prescribed allowances.
- 27.2 Upon signing by the Employer of this Agreement, the Council will pay the following salary increases:
- 27.2.1 On the 18 April 2012 (or backdated to this day dependent on the effective date of signing the agreement) the value of Adelaide Consumer Price Index (CPI) for the March Quarter or 3.25% should the rate of CPI be below 3.25%.
 - 27.2.2 On the 18 April 2013 the value of Adelaide Consumer Price Index (CPI) for the March Quarter or 3.25% should the rate of CPI be below 3.25%.
 - 27.2.3 On the 18 April 2014 the value of Adelaide Consumer Price Index (CPI) for the March Quarter or 3.25% should the rate of CPI be below 3.25%.
- 26.3 It is acknowledged that further wage increases may be sought for the next round of Agreement negotiations.
- 26.4 A Schedule of Rates of Pay displaying the new rates for the pay increases is attached as Appendix A to this Agreement.

CLAUSE 28 - DIRECT PAYMENT

- 28.1 The employer shall make payment of salary to all employees covered by this Agreement by way of electronic transfer to the employee's bank or other recognised financial institution.

CLAUSE 29 – EMPLOYEE INSURANCE

- 29.1 Council agrees to provide Income Insurance (Group Personal Accident and Illness Insurance Scheme) for all Employees covered by this Agreement through Local Government Income Protection Fund or any other insurer that the parties agree on.

- 29.2 Council agreed to provide 24 hour journey accident insurance for all employees covered by this Agreement whilst the employee is engaged in travel associated with work, training or other private travel through Local Government Risk Services or any other insurer that the parties agree on.

CLAUSE 30 - PROTECTIVE CLOTHING AND OCCUPATIONAL HEALTH SAFETY AND WELFARE GENERALLY

- 30.1 All employees agree to abide by the requirements of the employer and the relevant Occupational Health Safety and Welfare legislation and Council policies and procedures concerning Occupational Health and Safety, including the wearing of protective clothing etc., provided by the Council.

CLAUSE 31 - EQUAL EMPLOYMENT OPPORTUNITY

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

CLAUSE 32 - AWARD VARIATIONS

- 32.1 The Employees or their representatives undertake that during the period of operation of the Agreement there shall be no further wage increase, sought, or granted, except for those provided under the terms of this Agreement.
- 32.1 This Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must be clearly determined that any such increases are in addition to Agreement increases.

CLAUSE 33 – SUPERANNUATION

- 33.1 “Local Government Superannuation Scheme” means the superannuation scheme maintained under the Local Government Act 1999 and which is now operating under the name of Local Super SA-NT.
- 33.2 The amount of employer superannuation contribution means;
- 33.2.1 For contributory members:
- (i) contributions which the employer is required to pay under the terms of the rules governing Local Super SA-NT; plus
 - (ii) 3% of the employee’s ordinary time earnings; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

33.2.2 For non contributory members:

- (i) 3% of the employee's ordinary time earnings: plus
- (ii) contributions which the employer 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; and
- (iii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

33.3 The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme, Local Super SA-NT or its successor.

CLAUSE 34 – SALARY SACRIFICING

34.1 Employees will be able to apply on an annual basis with respect to their salary payments where an employee may elect to take a mixture of cash and non-cash benefits.

34.2 The Salary payments taken by employees as non-cash benefits shall not exceed twenty five percent of the employee's gross salary unless approved by the Chief Executive Officer.

34.3 The Chief Executive Officer shall provide two (2) months written advice to all employees inviting applications for a variation to their salary payments in accordance with Clause 34.1 to be submitted on or before the 1st June in each year.

34.4 Where an employee elects to take a non-cash benefit the employee must sacrifice gross salary to cover the value of the non-cash benefit and fringe benefits tax or other costs applicable.

34.5 The employees substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

34.6 For the purpose of this Agreement, and subject to the provisions of the clause contained herein:

34.6.1 non-cash benefits which do not attract fringe benefits tax or other taxes or costs will be available to employees upon application; and

34.6.2 non-cash benefits which attract fringe benefits tax or other taxes or costs will be available to employees upon application and subject to the approval of the Chief Executive Officer.

CLAUSE 35 – CHANGE MANAGEMENT

- 35.1 The parties recognise that ongoing change is a feature of the work environment and Local Government, and that appropriate management of change is essential.
- 35.2 For the purposes of this Agreement “change” is deemed to include but is not limited to any or all of the following:
- Legislative changes affecting Local Government
 - Functional and structural reform
 - Change to work practices
 - Introduction of new technology and equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Consideration of alternative service delivery
- 35.3 As soon as change is considered, there should be consultation involving all parties who may be affected by the change, pursuant to the Award and Clause 11 herein. There will be full, open and honest disclosure of all information relevant to the proposed change.
- 35.4 The Chief Executive Officer shall be responsible for overseeing Change Management in the Council.

CLAUSE 36 – MISCELLANEOUS

36.1 Council Elections

- 36.1.1 Employees recognise that at the time of Council elections they may be required to undertake the role of either deputy returning officers or election officers.
- 36.1.2 All time worked subject to this clause on weekends in connection with an election shall be paid for at overtime rates in accordance with clause 20 of this Agreement at the employees substantive level of employment.
- 36.1.3 On Council polling day, where an employee performing work covered by this clause is unable to return to his or her home for a meal, and unless an adequate meal is provided by the Council, he or she shall be paid a meal allowance in accordance with the Award.

APPENDIX A - RATES OF PAY

In accordance with Clause 27 the rates shown reflect the safety net increase of 3.25%, should CPI be more than 3.25% then the figures shall change.

GENERAL OFFICERS / TECHNICAL OFFICERS ENTERPRISE AGREEMENT RATES OF PAY

	Increment	Kingston 18/04/2012	Kingston 18/04/2013	Kingston 18/04/2014
Level 1A	1	35,688	36,848	38,046
	2	36,870	38,068	39,305
	3	38,052	39,288	40,565
	4	40,416	41,730	43,086
Level 1	1	41,872	43,232	44,637
	2	42,858	44,251	45,689
	3	44,236	45,674	47,158
	4	45,714	47,199	48,733
	5	47,191	48,725	50,308
	6	48,667	50,249	51,882
Level 2	1	50,165	51,796	53,479
	2	51,643	53,321	55,054
	3	53,119	54,845	56,628
	4	54,597	56,372	58,204
Level 3	1	56,075	57,897	59,779
	2	57,553	59,424	61,355
	3	59,027	60,945	62,926
	4	60,508	62,474	64,505
Level 4	1	61,982	63,996	66,076
	2	63,461	65,524	67,653
	3	64,939	67,049	69,228
	4	66,417	68,576	70,804
Level 5	1	67,891	70,097	72,376
	2	69,368	71,623	73,950
	3	70,849	73,152	75,529
Level 6	1	73,309	75,692	78,151
	2	75,768	78,230	80,773
	3	78,233	80,776	83,401
Level 7	1	80,697	83,319	86,027
	2	83,157	85,859	88,650
	3	85,620	88,403	91,276
Level 8	1	88,575	91,453	94,426
	2	91,527	94,502	97,573
	3	94,484	97,555	100,725

**SENIOR OFFICERS
ENTERPRISE AGREEMENT RATES OF PAY**

	Increment	Kingston 18/04/2012	Kingston 18/04/2013	Kingston 18/04/2014
Level 1	1	73,309	75,691	78,151
	2	75,768	78,230	80,773
	3	78,234	80,776	83,401
Level 2	1	80,697	83,320	86,028
	2	83,157	85,859	88,650
	3	85,620	88,403	91,276
Level 3	1	88,575	91,454	94,426
	2	91,527	94,502	97,573
	3	94,484	97,555	100,725
Level 4	1	97,523	100,692	103,965
	2	101,368	104,662	108,064
Level 5	1	106,170	109,620	113,183
	2	110,013	113,588	117,280
Level 6	1	114,818	118,550	122,403
	2	118,662	122,519	126,501
Level 7	1	123,467	127,480	131,623
	2	129,233	133,433	137,770
Level 8	1	136,918	141,368	145,962
	2	144,607	149,307	154,159
Level 9	1	156,135	161,209	166,448
Level 10	1	175,354	181,053	186,937