



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

KINGSTON DISTRICT COUNCIL ENTERPRISE AGREEMENT NO. 9 (2018)

File No. 2163 of 2018

This Agreement shall come into force on and from 16 July 2018 and have a life extending for a period of 36 months therefrom.

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



DATED 16 JULY 2018.

COMMISSIONER MCMAHON

**KINGSTON DISTRICT COUNCIL
ENTERPRISE AGREEMENT NO. 9 (2018)**

CLAUSE 1 - TITLE

This Agreement shall be known as the Kingston District Council Enterprise Agreement No. 9 (2018).

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- "Agreement" - means the Kingston District Council Enterprise Agreement No. 8 (2015).
- "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.
- "EA Year" – commences on 18 April (in any year of this agreement) for a period of 12 months.
- "Employee" - means an employee of the Council who performs work covered by this Agreement and the above Award.
- "Employer" - means the Kingston District Council.
- "Immediate Family" - shall be the employees spouse and children, parents, grandparents, grandchildren or siblings of the employee or the spouse of the employee.
- "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.

CLAUSE 4 - PARTIES BOUND

This Agreement is binding upon:

- 4.1 The Kingston District Council in respect of its employees engaged under the South Australian Municipal Salaried Officers Award.
- 4.2 The Amalgamated ASU (SA) State Union, in respect of its members employed by the Kingston District Council.

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

- 5.1 The 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.

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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 that 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 Council.
- 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 2021.
- 6.2 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 in conjunction with the South Australian Municipal Salaried Officers Award, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 - CONSULTATIVE MECHANISMS

- 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 consist of:-

8.2.1 One employer representatives of the Kingston District Council, being the Chief Executive Officer.

8.2.2 Two employee representatives employed by the Council pursuant to the South Australian Municipal Salaried Officers Award, as nominated by the employee group.

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

8.3.1 Formulate an Enterprise Agreement acceptable to all parties.

8.3.2 Reach decisions through consensus that shall operate as recommendations to the parties they represent.

8.3.3 Consider reports and ideas generated by employee and employer representatives on a range of issues associated with Enterprise Bargaining.

8.3.4 Provide and receive information to/from the employees they represent, including distribution of minutes of its meetings.

8.3.5 Review and monitor the operation and implementation of the Agreement on an annual basis.

8.3.6 Consider and implement agreed suggestions for continuous improvement, and to document ideas to be taken into account for the next round of enterprise bargaining negotiations.

8.3.7 Assist to resolve any disputes arising out of the operation of the Agreement.

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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, as established in National Standards.
- 9.2 There shall be no forced redundancies as a result of any changes process either internally or through arrangement with other Council's during the life of this Agreement. Natural attrition and voluntary redundancies shall be the only means of adjustment in those situations where positions are no longer required by the Council.

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 Redeployment of Council Employees

- 10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-deployment position.
- 10.2.2 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

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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.

10.2.3 Employees affected by redeployment shall, as a matter of priority, be provided with training to assist them in the new position.

10.2.4 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.

10.3 Voluntary Separation Package

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

10.3.1 The payment of eight (8) weeks' pay (based on total salary) in lieu of notice.

10.3.2 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.

10.3.3 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".

10.3.4 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.

10.3.5 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 that 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 that 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 that 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/her or the employee believes the he/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 South Australian Employment Tribunal 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 Agreement 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 ongoing 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 Work 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 All parties recognise it is desirable for staff to continue to familiarise themselves with duties of other employees. This allows them to readily take on such duties whilst other employees are absent on leave or for other purposes, where the employee possesses the requisite skills and knowledge to perform the duties. This of course will be subject to work health and safety requirements being met and the provision of the Award relating to higher duties shall apply.

CLAUSE 15 - TRAVEL TO CONFERENCES/TRAINING COURSES

15.1 Travel Time for Training

- 15.1.1 A Council vehicle will be made available wherever possible for travel to and from authorised conferences, seminars, training and skill development and meetings.
- 15.1.2 When using the Council vehicle for authorised Council business, employees may use, responsibly, the vehicle for personal business given that the business does not deviate significantly from authorised route of travel.
- 15.1.3 If no Council vehicle is available, and the employee is required to use their private vehicle for Council's benefit, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 4.4.5 of the Award.
- 15.1.4 If a Council vehicle is available, however the employee chooses to deviate significantly from the authorised route of travel and therefore chooses to take their own vehicle, or chooses to take their own vehicle for other personal reasons, Council will reimburse fuel costs at the actual cost incurred, upon presentation of tax receipts. In this circumstance no Council vehicle will be approved and Clause 4.4.5 of the Award will not apply.
- 15.1.5 Outside of normal working hours all parties agree that time spent travelling on authorised Council Business, outside the Council district, e.g. conferences, training sessions or meetings shall be calculated as time for time and banked to the employees TOIL balance or paid at single time.
- 15.1.6 Clause 15.1.4 does not apply to employees who are covered by a written employment Agreement that provides for compensation through their employment contract.
- 15.1.7 Should an employee wish to travel earlier or remain at the business destination to undertake private activities, and the employee does not qualify for accommodation in accordance with Clause 15.2, accommodation will be the responsibility of the employee.

15.2 Overnight Accommodation in Conjunction with Training

- 15.2.1 If travel on a day necessitates absence from an employee's place of residence of greater than 10 hours, overnight accommodation may be approved upon written request from the employee.
- 15.2.2 Should there be more than one employee travelling and therefore driving duties can be shared, if the travelling on a day necessitates absence from an employee's place of residence of greater than 12 hours then overnight absence may be approved upon written request from an employee.

CLAUSE 16 - TRAINING AND DEVELOPMENT

16.1 Commitment to Training and Development

- 16.1.1 The parties recognise that there is a need to continually develop and maintain adequate and relevant training and development throughout all levels within the organisation and is committed to the ongoing training of all employees by providing Corporate Training and Professional Development opportunities.
- 16.1.2 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.
- 16.1.3 Appropriate training will be provided as required when changes to work practices are introduced.
- 16.1.4 The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council and where possible identify timeframes for implementation.
- 16.1.5 Council will ensure that all employees have a fair and equitable chance to attend training programmes based on strategic and corporate objectives, outcomes of the Training and Development Plan and performance appraisal process.

16.2 Professional Development

- 16.2.1 Council is committed to the professional development of its employees and encourages employees to undertake work related training or study.
- 16.2.2 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 provisions:
 - 16.2.2.1 That such courses are appropriate to Local Government.
 - 16.2.2.2 That such courses and the method of undertaking such courses are approved and authorised by the Chief Executive Officer; approvals maybe conditional.
 - 16.2.2.3 Where 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.
 - 16.2.2.4 Where the formal assessment result provided under Clause 16.2.2.3 indicates the failure of a course, subject or component that is required to be retaken, Council, where Council has supported the course financially or otherwise, will not provide further funding or additional time off.
- 16.2.3 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 and assignments that 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 any conditions.

CLAUSE 17 - RESOURCE SHARING

- 17.1 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.
- 17.2 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 18 - HOURS OF WORK

- 18.1 All parties recognise the need to maximise the best use of labour by taking into account Council resources and seasonal factors.
- 18.2 Standard hours of work for all full time employees covered by this Agreement shall be 152 hours averaged over a four week period, with standard hours to be worked between the span of 7.30 am and 6.30 pm, 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 where sufficient time has been accrued.
- 18.3 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.
- 18.4 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.

- 18.5 Employees will record hours worked as required by the Chief Executive Officer and in accordance with legislation.

CLAUSE 19 - CORPORATE UNIFORM

- 19.1 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.
- 19.2 Council will provide financial assistance to all employees covered under this Agreement on an annual basis as follows:
- Employees working 30 hours and above per week, an annual uniform allowance of \$450
 - Employees working 20-29 hours per week, an annual uniform allowance of \$337.50 (75%)
 - Employees working less than 20 hours per week, an annual uniform allowance of \$225 (50%)
- 19.3 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 20 - PRODUCTIVITY DAYS

- 20.1 In recognition of improvements to productivity, efficiency and unpaid overtime under Clause 21.2, employees will be entitled to 2 paid productivity days. These days off shall be taken between Christmas Day and New Year's Day.
- 20.2 In addition to the productivity days, employees will access annual leave, RDO's or accumulated TOIL to cover the Christmas closure period.

CLAUSE 21 - OVERTIME/TOIL

- 21.1 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.
- 21.2 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 and this overtime will be compensated in the form of Productivity Days provided in Clause 20.
- 21.3 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).
- 21.4 All TOIL worked by an employee must be approved by their direct line Manager or Chief Executive Officer before commencement of work.
- 21.5 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. Any accumulated TOIL remaining on 1 July, for which approval to carry forward has not been sought will be paid out on a time for time basis.
- 21.6 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.
- 21.7 TOIL accrued in accordance with this Clause will be paid out on cessation of employment, up to 16 hours, at the standard hourly rate applicable for the employee at the time of termination.
- 21.8 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package which takes into account additional hours worked, is not covered by Clause 21 – Overtime/Toil.

CLAUSE 22 - CALL OUTS

- 22.1 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 direct line Manager or Chief Executive Officer.
- 22.2 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 that is mutually convenient to Council and the employee.
- 22.3 Any employee covered by a written employment Agreement that provides for compensation through a suitable employment package is not covered by this Clause.

CLAUSE 23 - ROSTERED DAYS OFF

- 23.1 The employer and all employees agree to the adoption of a planned approach to the taking of accumulated Rostered Days Off (RDO's). 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 accrue RDO's so that they may be taken over continuous days.
- 23.2 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.
- 23.3 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.
- 23.4 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 24 - PERSONAL/CARERS LEAVE

- 24.1 Personal/Carers leave shall be available to employees in accordance with the Award.
- 24.2 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. In order to achieve these goals, the following arrangements shall apply:
- 24.2.1 Personal/Carers Leave will incorporate leave for employees who require time away from work for illness, for themselves or their "immediate family" or for other personal or family needs. In exceptional circumstances this leave can be extended by written application and agreement between the parties, with any extended leave granted being taken from the employees accrued personal/carers leave.
- 24.2.2 Where possible employees either directly or indirectly will give prior notice of absence for Personal/Carers Leave to enable the Departmental Manager to make required adjustments to work schedules.
- 24.2.3 An employee will provide a medical certificate or statutory declaration in the following circumstances:
- Leave exceeding 2 consecutive days;
 - Leave taken as a single day, taken together (either side of) with a public holiday or rostered day off.
- 24.2.4 An employee, in circumstances other than that identified in Clause 24.2.3, shall be allowed a maximum aggregate of five days leave per annum without production of a medical certificate or reasonable evidence.
- 24.3 Subject to completion of 3 years of service, Personal/Carers Leave accrued with the Kingston District Council will be paid out on retirement, permanent disability, resignation, death or redundancy at the following rates:

| Accumulated hours | Percentage Paid |
|-------------------|-----------------|
| 153-228 | 6 |
| 229-304 | 8 |
| 305+ | 12 |

CLAUSE 25 - PARENTAL LEAVE

25.1 Parental Leave will be unpaid, except in the following circumstances:

- 25.1.1 An employee entitled to parental leave in accordance with Award, who is the primary care-giver, may apply to utilise up to 2 weeks of accrued personal/carers leave as paid maternity/adoption leave, after the birth/adoption of his/her child.
- 25.1.2 The employee may apply to utilise such leave at 50% of the employees pay rate to extend over a 4 week period.
- 25.1.3 The employee must have 2 years continuous service with Council prior to qualifying to access this provision.

CLAUSE 26 - ANNUAL LEAVE AND LONG SERVICE LEAVE

26.1 Annual Leave

- 26.1.1 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. In the event of an employee not complying, the Council has the right to require the employee to take leave forthwith.
- 26.1.2 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.
- 26.1.3 Annual leave must be applied for giving a minimum of two weeks' notice (where possible) and be taken as a whole day, unless otherwise approved by the Chief Executive Officer.
- 26.1.4 Annual leave accrued, to a maximum of two (2) weeks per annum, by mutual agreement between the employer and employee can be cashed out provided that a minimum of two (2) weeks accrued leave is taken by the employee in the EA year.
- 26.1.5 In an employee elects to cash out a portion of annual leave in accordance with 26.1.4, the leave balance will be reduced to reflect the leave cashed out.

26.2 Long Service Leave

- 26.2.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) including "cashing out" provisions.
- 26.2.2 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 shall be subject to approval by the Chief Executive Officer taking account of budgetary constraints and claims made.
- 26.2.3 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.
- 26.2.4 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 27 - MILITARY LEAVE FOR AUSTRALIAN DEFENCE FORCE RESERVISTS

- 27.1 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.
- 27.2 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.

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- 27.3 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.
- 27.4 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 28 - RATES OF PAY

- 28.1 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.
- 28.2 Upon signing by the employer of this Agreement, the Council will pay the following salary increases:
- 28.2.1 On the 18th of April 2018, the value of the Adelaide Consumer Price Index (CPI) for the December quarter.
 - 28.2.2 On the 18th of April 2019, the value of the Adelaide Consumer Price Index (CPI) for the December quarter.
 - 28.2.3 On the 18th of April 2020, the value of the Adelaide Consumer Price Index (CPI) for the December quarter.
- 28.3 It is acknowledged that further wage increases may be sought for the next round of Agreement negotiations.

CLAUSE 29 - DIRECT PAYMENT

- 29.1 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 30 - EMPLOYEE INSURANCE

- 30.1 Council provides and will continue to hold for the term of this Agreement a policy of insurance to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover illnesses and accidents that occur outside working hours, including travel to and from work.
- 30.2 The benefits relate only to weekly earnings in accordance with the insurer's Income Protection Insurance Policy.

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- 30.3 When accessing Income Protection Insurance, the employee shall be considered to be on leave without pay and no leave entitlements will be accrued while absent. Council will continue to pay superannuation, but allowances (ie phone and first aid), will not apply to the period of leave. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 31 - PROTECTIVE CLOTHING AND WORK HEALTH & SAFETY GENERALLY

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

CLAUSE 32 - EQUAL EMPLOYMENT OPPORTUNITY

- 32.1 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 33 - AWARD VARIATIONS

- 33.1 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.
- 33.2 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 34 - SUPERANNUATION

34.1 "Choice of Funds" Legislation allows employees to nominate an alternative complying Superannuation Fund for their superannuation contributions. The employer will pay occupational superannuation in respect to the Act and of each employee into a Superannuation Scheme of their choice; subject to:

34.1.1 The default complying Scheme will be the Local Super Division of Statewide Super; and

34.1.2 If an employee wishes to make payment to an alternative complying Scheme, written advice will be required from that employee; and

34.1.3 An employee can only make one amendment on an annual basis to direct payments to an alternative complying Scheme.

CLAUSE 35 - SALARY SACRIFICING

35.1 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.

35.2 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.

35.3 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.

35.4 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.

35.5 For the purpose of this Agreement, and subject to the provisions of the Clause contained herein:

35.5.1 Non-cash benefits that do not attract fringe benefits tax or other taxes or costs will be available to employees upon application; and

35.5.2 Non-cash benefits that 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. The employee shall be responsible for costs associated with FBT and taxation.

CLAUSE 36 - CHANGE MANAGEMENT

- 36.1 The parties recognise that ongoing change is a feature of the work environment and Local Government, and that appropriate management of change is essential.
- 36.2 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
- 36.3 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.
- 36.4 The Chief Executive Officer shall be responsible for overseeing Change Management in the Council.

CLAUSE 37 - MISCELLANEOUS

37.1 Council Elections

- 37.1.1 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.
- 37.1.2 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 21 of this Agreement at the employee's substantive level of employment, except if the employee's employment contract does not entitle the employee to overtime payments.
- 37.1.3 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.

37.2 Transition to Retirement

- 37.2.1 Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.
- 37.2.2 Employees who are within 12 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be at the discretion of the Chief Executive Officer.
- 37.2.3 An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or long service leave entitlements and may access unpaid leave (provided that where other leave balances are available they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:
- 37.2.3.1 The employee has completed at least five (5) years continuous service with Council;
- 37.2.3.2 The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;
- 37.2.3.3 The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer.
- 37.2.3.4 The employee does not enter into any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement;
- 37.2.3.5 The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
- 37.2.3.6 The employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act.
- 37.2.4 Employees may elect to retire earlier than the date originally nominated by the employee.

37.3 Payroll Deductions

37.3.1 Council's Obligations:

- 37.3.1.1 Council will enable all employees, if they desire, to authorise payroll deductions in respect of union fees, uniforms, x-lotto and social club deductions.
- 37.3.1.2 All current payroll deduction options will be maintained and new deduction bodies may be added, dependent upon staff demand for particular services.

37.3.2 Employee's Obligations:

- 37.3.2.1 Employees who choose to have monies deducted from their pay in accordance with Clause 37.3.1, must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

37.4 Application of Tier Increases

- 37.4.1 Annual tier increases will apply from the date on which the increase falls due.

37.5 Additional Entitlements

- 37.5.1 Council will reimburse employees the cost of a 3 year drivers licence on presentation of a receipt.
- 37.5.2 Council will provide all employees with one (1) 'Flexi day' per EA year, which may be taken as a full or part day, at a time mutually agreed between the employer and employee. Flexi-days cannot be accrued.

CLAUSE 38 - SIGNATORIES

THIS AGREEMENT is made at Kingston


DATED this 22 day of May 2018

SIGNED FOR AND ON BEHALF OF)
KINGSTON DISTRICT COUNCIL)


.....
CHIEF EXECUTIVE OFFICER)


22.5.2018

In the presence of:


.....
22.5.2018

Witness

SIGNED FOR AND ON BEHALF OF)
ALL EMPLOYEES BY THE STAFF)
REPRESENTATIVES OF THE ENTERPRISE)
AGREEMENT COMMITTEE)


.....
MRS HEATHER SCHINCKEL

22.5.2018


.....
MISSJADE SCOTT

22.5.2018

APPENDIX A - RATES OF PAY

GENERAL OFFICERS / TECHNICAL OFFICERS ENTERPRISE AGREEMENT RATES OF PAY

(2019 & 2020 RATES OF PAY TO BE POPULATED ONCE THE
CPI FIGURE IS KNOWN)

| Increment | | Kingston 18/04/2018 | Kingston 18/04/2019 | Kingston 18/04/2020 |
|-----------|---|------------------------|------------------------|------------------------|
| Level 1A | 1 | 42,944 | | |
| | 2 | 44,365 | | |
| | 3 | 45,788 | | |
| | 4 | 48,633 | | |
| Level 1 | 1 | 50,384 | | |
| | 2 | 51,571 | | |
| | 3 | 53,229 | | |
| | 4 | 55,007 | | |
| | 5 | 56,785 | | |
| | 6 | 58,561 | | |
| Level 2 | 1 | 60,364 | | |
| | 2 | 62,142 | | |
| | 3 | 63,918 | | |
| | 4 | 65,697 | | |
| Level 3 | 1 | 67,475 | | |
| | 2 | 69,254 | | |
| | 3 | 71,027 | | |
| | 4 | 72,809 | | |
| Level 4 | 1 | 74,582 | | |
| | 2 | 76,363 | | |
| | 3 | 78,141 | | |
| | 4 | 79,920 | | |
| Level 5 | 1 | 81,693 | | |
| | 2 | 83,471 | | |
| | 3 | 85,253 | | |
| Level 6 | 1 | 88,213 | | |
| | 2 | 91,171 | | |
| | 3 | 94,138 | | |
| Level 7 | 1 | 97,102 | | |
| | 2 | 100,062 | | |
| | 3 | 103,027 | | |
| Level 8 | 1 | 106,582 | | |
| | 2 | 110,134 | | |
| | 3 | 113,693 | | |

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SENIOR OFFICERS ENTERPRISE AGREEMENT RATES OF PAY

(2019 & 2020 RATES OF PAY TO BE POPULATED ONCE THE
CPI FIGURE IS KNOWN)

| Increment | | Kingston 18/04/2018 | Kingston 18/04/2019 | Kingston 18/04/2020 |
|-----------|---|------------------------|------------------------|------------------------|
| Level 1 | 1 | 88,212 | | |
| | 2 | 91,172 | | |
| | 3 | 94,138 | | |
| Level 2 | 1 | 97,103 | | |
| | 2 | 100,062 | | |
| | 3 | 103,027 | | |
| Level 3 | 1 | 106,582 | | |
| | 2 | 110,134 | | |
| | 3 | 113,693 | | |
| Level 4 | 1 | 117,349 | | |
| | 2 | 121,976 | | |
| Level 5 | 1 | 127,754 | | |
| | 2 | 132,378 | | |
| Level 6 | 1 | 138,161 | | |
| | 2 | 142,786 | | |
| Level 7 | 1 | 148,568 | | |
| | 2 | 155,506 | | |
| Level 8 | 1 | 164,753 | | |
| | 2 | 174,005 | | |
| Level 9 | 1 | 187,877 | | |
| Level 10 | 1 | 211,003 | | |

