

KINGSTON DISTRICT COUNCIL (ENTERPRISE BARGAINING) AGREEMENT NO. 8 (2011)

File No. 4522 of 2011

**This Agreement shall come into force on
and from 2 November 2011 and have a life
extending until 4 September 2014.**

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



DATED 02 NOVEMBER 2011.

A handwritten signature in black ink, appearing to be "S. Long".

COMMISSION MEMBER



KINGSTON DISTRICT COUNCIL

(ENTERPRISE BARGAINING) AGREEMENT NO. 8, (2011)

CLAUSE 1 TITLE

This Agreement shall be known as the Kingston District Council (Enterprise Bargaining) Agreement No. 8 (2011).

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

- “Agreement”** means the Kingston District Council (Enterprise Bargaining) Agreement No. 8 (2011).
- “Award”** means the Local Government Employees Award an Award of the South Australian Industrial Relations Commission.
- “AWU”** means the Australian Workers Union South Australian Branch.
- “Consultation”** is a process which will have regard to employers and employees interests in the formulation of plans which have a direct impact upon them. It provides employers and 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.
- “Workplace Representative”** means a person elected by the membership of the Australian Workers’ Union South Australian Branch.
- “Employee Representative”** means a person nominated by an employee to represent their interests in any matter pertaining to their work or the operation of this Agreement.
- “Management Representative”** means employees nominated to represent the interests of the employer.
- “Programmed Overtime”** means overtime that has been previously advised by the employer.

CLAUSE 4 PARTIES BOUND

This Agreement is binding upon:-

- ◆ The Kingston District Council in respect of its employees engaged under the Local Government Employees Award.
- ◆ The Australian Workers’ Union South Australian Branch, in respect of its members employed by the Kingston District Council.
- ◆ Other employees engaged under the Local Government Employees Award.

CLAUSE 5 OBJECTIVES OF THE AGREEMENT

5.1 The objective of this Agreement is 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:

- Encourage and develop a higher level of skill, innovation and excellence amongst all employees.
- Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Increase the level of individual expertise of employees through the provision of training and skills improvement programmes.
- Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs, which provide a safer and more enjoyable working environment.
- To promote a higher standard of excellence in the delivery of services in all areas of Council operations.
- Ensure strict adherence to the Local Government Employees Award, this Agreement, the Council Policy Manual and all Statutory provisions.
- Eliminate unproductive time.
- Provide employees with a quality of work environment and with improved job satisfaction.
- Promote open and honest communication in all aspects of Council operations.
- 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.
- Encourage all employees to continually review job processes and promote job redesign as a means to achieving efficiency and productivity in the workplace.
- Continue to review and upgrade equipment requirements to meet the changing needs of the workplace.
- 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 4 September 2014.
- 6.2 This Agreement will be reviewed and renegotiated during the final six months of the Agreement.

CLAUSE 7 RELATIONSHIP TO CURRENT AWARD

- 7.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

CLAUSE 8 CONSULTATIVE MECHANISM (BEST PRACTICE)

- 8.1 In order to recognise past achievements and encourage the continued improvement of work practices to the benefit of employees and the organisation, it is agreed that 'Best Practice' is simply the best way of doing things and is a process of constantly changing and adapting to new pressures. 'Best practice' is not fixed. At any particular point in time it is the method of operation to achieve exemplary levels of performance. 'Best Practice' is not restricted to an examination of costs but also includes quality and timeliness of delivery.
- 8.2 Consequently, a Workplace Committee consisting of:
- At least three representatives comprising of a combination of workplace and employee representatives, as defined, to represent the interests of employees,
- shall negotiate and agree upon the Enterprise Agreement terms and conditions.
- 8.3 Following the Agreement's certification, the Committee shall meet on a three monthly basis, or, by a mutually agreed variation of meeting frequency, to discuss the operation of the Agreement and issues relating to productivity, efficiency, and working conditions.
- 8.4 Any improvements in productivity resulting from this process should be documented and taken into account in future rounds of enterprise bargaining negotiations.
- 8.5 After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.

CLAUSE 9 EMPLOYEE RELATIONS

- 9.1 All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 9.2 The parties agree that consultation is viewed as essential to any change. Council recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- 9.3 Council is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs, and therefore is committed to the consultation process.
- 9.4 After consulting with 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.
- 9.5 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 effect the way work is done.

CLAUSE 10 EMPLOYEE PROTECTION

- 10.1 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.
- 10.2 The employer agrees to security and undertakes that there will be no reduction in current staffing levels of permanent full time (non specified term contract) employees for the duration of this Agreement.

CLAUSE 11 DISPUTE RESOLUTION

- 11.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of this Agreement, the following procedure shall be observed:
 - 11.1.1 Employee(s) shall in the first instance seek to resolve any disputes with the Works Supervisor.
 - 11.1.2 Conversely, the Works Supervisor shall seek to resolve any disputes directly with the employee(s) concerned, as appropriate. (This clause does not prevent the Departmental Manager or Chief Executive Officer from speaking to any employee about any work related issue/matter).

- 11.1.3 If matters remain unresolved then assistance should be sought from the Departmental Manager and the nominated employee or workplace representative who may involve a Union Official.
- 11.1.4 If at this stage matters are unresolved; the Departmental Manager Services will liaise with the Chief Executive Officer as appropriate, who may involve an independent mediator to assist the parties with the dispute resolution process.
- 11.1.5 If the issues remain unresolved either party may refer the matter to the Industrial Relations Commission of South Australia. Both parties shall endeavour to have the hearing as early as possible.
- 11.1.6 While procedures (1), (2), (3), (4) and (5) are being followed, work shall continue normally except in a bonafide situation where the physical safety of an employee is endangered.
- 11.1.7 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
- 11.1.8 None of the above precludes an employee from contacting their Employee or Workplace Representative or Union Official at any time.

CLAUSE 12 HOURS OF WORK

- 12.1 The parties recognise the need for flexible hours of working during peak times and to maximise the utilisation of available labour within the scope of Council's resources and seasonal factors.
- 12.2 Hours of work shall be based upon 76 hours per fortnight, with spread of hours being flexible by mutual agreement between employer and employee(s).
- 12.3 Hours will be spread over a nine day fortnight on a Monday to Friday basis each week, subject to the provisions of Clauses 13 and 15.
- 12.4 The standard hours of work under this Agreement shall be, 8 days at 8.5 hours each day and 1 day of 8 hours between the hours of 6.00 a.m. to 7.30 p.m. Monday to Friday with a total of 76 normal hours being worked over a nine day fortnight.
- 12.5 Additional overtime hours worked outside of standard hours specified above plus programmed overtime hours worked on Saturday and Sunday plus call outs during non public holidays Monday to Friday shall be paid at ordinary rates (subject to Clause 15). It is an expectation that all employees will be required to work reasonable overtime and programmed overtime hours.

- 12.6 Call outs (not programmed overtime) on Saturday, Sunday and Public Holidays shall be paid in accordance with Clause 13.
- 12.7 Employers will be entitled to 24 Rostered Day off per calendar year on days as mutually agreed.

CLAUSE 13 CALL OUTS

- 13.1 When an employee is called out for other than programmed overtime, on Saturday, Sunday and Public Holidays, the employee will be paid at the appropriate penalty rate in accordance with the Award for such hours worked. The call out arrangements are by mutual agreement between the employer and the employee.
- 13.2 When an employee is called out for work, other than programmed overtime, on a rostered day off the employee will be paid at the appropriate penalty rate in accordance with the Award that would normally be paid for call outs on a Saturday.

CLAUSE 14 ROSTERED DAYS OFF

- 14.1 Employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.

CLAUSE 15 OVERTIME

- 15.1 This Clause shall be read in conjunction with Clauses 12, 13, and 14 of this Agreement.
- 15.2 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.
- 15.3 It is agreed that from time to time there is a reasonable expectation on behalf of the Council for additional hours to be worked, e.g. for seasonal, climatic or work flow reasons. Therefore, employees are expected to work a reasonable amount of overtime when requested.
- 15.4 On this basis, employees shall work up to 76 overtime hours per year at ordinary rates, with all overtime worked in excess of the 76 hours being paid at the appropriate Award Overtime rate.

CLAUSE 16 SICK/PERSONAL/CAREERS LEAVE

16.1 The current Award entitlement of 10 days per annum for leave under this Clause is converted to 76 hours per annum.

16.2 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:

16.2.1 Sick Leave may be used as Personal/Careers Leave. Such leave of up to 20 days (152 hours) per year 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 sick leave.

16.2.2 Where possible employees either directly or indirectly will give prior notice of absence for Personal/Careers Leave to enable the Works Supervisor or Departmental Manager to make required adjustments to work schedules.

16.2.3 In accordance with Clause 7.2.3.2 of the Local Government Employees Award 1998, an employee will provide a medical certificate or other reasonable evidence of illness 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.

16.2.4 An employee, in circumstances other than that identified in Clause 16.2.3, shall be allowed a maximum aggregate of five days sick leave per annum without production of a medical certificate or reasonable evidence.

16.3 Sick leave accrued with the Kingston District Council will 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

- 16.4 In this clause “immediate family” shall be the employees partner, children of the employee, children of the employees partner, parents and parents of the employees partner.

CLAUSE 17 ANNUAL LEAVE

- 17.1 Annual Leave may be taken in any manner agreed between the employee and the Departmental Manager provided that:
- 17.1.1 Leave shall be taken in a minimum of one week blocks unless otherwise approved by the employer.
 - 17.1.2 Accrued leave due does not build up to exceed 300 hours.
- 17.2 Two (2) weeks notice is to be given for taking annual leave unless otherwise agreed with the Works Supervisor and Departmental Manager.
- 17.3 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.
- 17.4 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 paid leave per annum shall be available to the employee.
- 17.5 If an employee elects to cash out a portion of annual leave in accordance with Clause 17.4, the employee retains that portion of the annual leave cashed out and may access that leave on a leave without pay basis whilst employed by the Council.

CLAUSE 18 DIRECT PAYMENT

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

CLAUSE 19 EMPLOYEE INSURANCE

- 19.1 Council agrees to provide income insurance (group personal accident and illness insurance scheme) for all employees covered by this agreement through Local Government Risk Services or any other insurer that the parties agree on.
- 19.2 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 20 MULTI SKILLING OF EMPLOYEES

- 20.1 Council affirms its established commitment to promoting and developing a multi-skilled workforce within both administration and field employees.
- 20.2 All employees actively support and participate in the ongoing development of a multi-skilled workforce through education and appropriate training as may be agreed between employer and relevant employee(s) pursuant to Clause 25.

CLAUSE 21 RESOURCE SHARING

- 21.1 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.
- 21.2 The Council will ensure that the provisions of this Agreement continue to apply to any employee covered under this Agreement when involved in resource sharing arrangements.

CLAUSE 22 COMMUNICATIONS

- 22.1 Council and employees recognise the need to maximise communication to enhance efficiency by service delivery in all areas of Council operations. To ensure the communication is maximised, regular staff meetings will be held on at least a one meeting per month basis. These meetings will assist in enhancing communications between the Chief Executive Officer and all employees.

CLAUSE 23 PROTECTIVE CLOTHING AND OCCUPATIONAL HEALTH, SAFETY AND WELFARE

- 23.1 All employees agree to abide by the requirements of the employer and the relevant Occupational Health Welfare and Safety legislation, the Award and Council policies and procedures concerning Occupational Health and Safety, which includes the wearing of protective clothing provided by the Council.
- 23.2 Protective clothing provided to employees doubles as Council's uniform, and projects a professional image for the Council and promotes employees pride towards personal presentation to the general public. Accordingly, all employees shall wear the uniform when performing their duties.

CLAUSE 24 STAFF TRAINING

- 24.1 The parties recognise the need to provide training and development at all levels within the Council. Council will:
- 24.1.1 Commit to enhancing the skills of its workforce through the provision of training, support and encouragement to all

employees wishing to or undertaking work related training or study.

- 24.1.2 Ensuring that all employees are provided with a fair and equitable opportunity to attend training courses and work related study, lectures or examinations.
- 24.1.3 Conduct training needs analysis in accordance with its Training Policy and annual performance appraisals, with the aim of implementing and designing training courses or sessions to meet identified needs.
- 24.1.4 Encouraging and supporting employees to conduct courses (certificate or otherwise) as a means of continuous career and skills development related to Local Government activities but not necessarily directly related to the employee(s) direct work requirements.
- 24.1.5 In considering arrangement under Clause 24.1.4 the Chief Executive Officer will attempt to provide and pursue arrangements that facilitate opportunities for further career and skills development however may refuse on operational grounds or capacity of the employee(s) to undertake the study.

CLAUSE 25 SPECIAL RATES AND ALLOWANCES

- 25.1 Special rates and allowances included in the Local Government Employees Award for operating different machinery or performing certain duties shall be absorbed under this Agreement.
- 25.2 No additional payment shall be made for work related allowances as listed in Schedule 4 of the Local Government Employees Award with the exception of Item 4 – First Aid Attendant Allowance. It is further agreed that an employee entitled to the payment of a First Aid Attendant Allowance shall be entitled to an increase in this allowance consistent with that outlined in Clause 26 as applied to Wage Rates.
- 25.3 No additional payment shall be made for work related expenses as listed in Schedule 5 of the Local Government Employees Award, with the exception of Item 1 – Motor Vehicle Allowance.

CLAUSE 26 WAGE RATES

- 26.1 The wage rates applicable to this Agreement will be paid on the following components, Minimum Wage Rate, Service Pay and Disability Allowance. (The Disability Allowance has been absorbed into the Wage Rates).
- 26.2 In recognition of the employees' commitment to the provisions of this Agreement and the implementation of the Specific Work Practices related to

matters pertaining to their work, attached at Schedule 1 to this Agreement, the Council will pay the following wage increases:

- 26.2.1 On the 5 September 2011 (or backdated to this day dependent on the effective date of signing the agreement) the value of Adelaide Consumer Price Index (CPI) for the June Quarter or 3.25% should the rate of CPI be below 3.25%.
- 26.2.2 On the 5 September 2012 the value of Adelaide Consumer Price Index (CPI) for the June Quarter or 3.25% should the rate of CPI be below 3.25%.
- 26.2.3 On the 5 September 2013 the value of Adelaide Consumer Price Index (CPI) for the June 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 Enterprise Agreement negotiations.
- 26.4 A Schedule of Wage Rates displaying the new pay rates for the first and second wage increases is attached as Schedule 2 to this Agreement.

CLAUSE 27 AWARD VARIATIONS

- 27.1 The Union undertakes 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.
- 27.2 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 clearly determine that any such increases are in addition to Enterprise Agreement increases.

CLAUSE 28 COMMITMENT OF PARTIES TO ACHIEVEMENT OF EFFICIENCY IMPROVEMENT

- 28.1 The parties agree to work together co-operatively and expeditiously through the forum of the Enterprise Bargaining Committee to achieve:
- Continuous improvement in quality of performance and service offered by the Kingston District Council through the introduction of Total Quality Management Principles;
 - 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,

- The implementation and monitoring of the Specific Work Practices outlined at Schedule 1 of this Agreement;
- The removal of any restrictive work practices with a view to further and on-going harmonious industrial relations;
- The development of 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;
- The adoption of practices to improve standards of Occupational Health and Safety;
- Improving processes and customer satisfaction, through the development of customer service policies and procedures;
- Continued sustainability with all parties striving to maintain, enhance and improve the image and identity of the Kingston District Council;
- Recognition of the importance and ongoing development of staff performance appraisal systems;
- Recognition of the importance of including performance measures within job descriptions to assist with performance measurement under the performance appraisal system.

CLAUSE 29 CHANGE MANAGEMENT

29.1 The parties recognise that ongoing change is a feature of the work environment and Local Government, and that appropriate management of change is essential.

29.2 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

29.3 As soon as change is considered, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change.

- 29.4 The Chief Executive Officer shall be responsible for overseeing Change Management in the Council.

CLAUSE 30 SUPERANNUATION

30.1 Superannuation Contributions

- 30.1.1 The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme, Local Super SA/NT.

- 30.1.2 For the purposes of this clause:

Local Super SA/NT. means the superannuation scheme recognised under the Local Government Act 1999.

Superannuation contribution means:

- a. contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- b. 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;
- c. of the relevant employees ordinary time earnings;
- d. any additional superannuation contributions, which the employer agrees to pay in respect of an employee.

30.2 Deemed Contributions

- 30.2.1 The employee can elect to have any amounts paid by the employer into the Local Government Superannuation Scheme on behalf of the employee.

- 30.2.2 Any additional contributions made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is a contribution made by the employer on behalf of a member and is paid from gross salary (Superannuation Salary), thus effectively reducing the taxable salary of the employee.

- 30.2.3 Any contributions on behalf of the employee must represent a full percentage of salary.

- 30.2.4 Since all deemed contributions from the employer are subject to a 15% contributions tax, a deemed contribution must increase by a

factor allowing for the 15% contributions tax (divide the amount by .85). Therefore, deemed contributions must be increased so that when the 15% contributions tax is deducted, the net contribution credited to the member account is a full percentage of salary.

- 30.2.5 If an employee has not been a contributory member of the scheme, then any deemed contributions by the employer will now make the employee a contributory member, requiring a minimum contribution of 1.0% of the employees superannuation salary (this may be comprised of a combination of the employers deemed contributions and the employees own contributions).
- 30.2.6 Any deemed contributions on behalf of employees already contributing 5% into the scheme may be placed into either the Salary Link Account or the Market Link Account. Otherwise, any contributions less than 5% of the employees salary must be placed in the Salary Link Account.
- 30.2.7 All deemed contributions must be preserved until at least age 55 and the member is genuinely retired from the workforce.

30.3. Salary Sacrificing

- 30.3.1 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.
- 30.3.2 The Salary payments taken by employees as non-cash benefits shall not exceed twenty five percent of the employees gross salary unless approved by the Chief Executive Officer.
- 30.3.3 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 1 to be submitted on or before the 1st June in each year.
- 30.3.4 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.
- 30.3.5 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.
- 30.3.6 For the purpose of this Agreement, and subject to the provisions of the clause contained herein:-
 - 30.3.6.1 non-cash benefits which do not attract fringe benefits tax or other taxes or costs will be available to employees upon application; and

30.3.6.2 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 31 LONG SERVICE LEAVE

- 31.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) include the “cashing out” provisions.
- 31.2 Long Service Leave accrued in the first 10 years of service must be taken, subject to Clause 31.4, by the completion of the 17th year of service. Departmental Managers are to ensure leave is taken within the allocated time, or other mutual arrangements are negotiated and agreed by Council and the employee.
- 31.3 Accumulated Long Service Leave at the time of making this Agreement must be taken, subject to Clause 31.4, within seven (7) years of the next ten (10) years service anniversary. Departmental Managers are to ensure leave is taken within the allocated time, or other mutual arrangements are negotiated and agreed by Council and the employee.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrued) preserved at the higher amount of hour applicable at the time of the reduction in their hours of work.

CLAUSE 32 MISCELLANEOUS

- 32.1 During the period of this Agreement the parties agree to investigate an increase in the number of the classification levels from that currently utilised by Council.

CLAUSE 32 SIGNATORIES

THIS AGREEMENT is made at

DATED this day of **2011**

SIGNED FOR AND ON BEHALF OF)
KINGSTON DISTRICT COUNCIL)

.....
CHIEF EXECUTIVE OFFICER

...../...../2011

In the presence of:

.....

...../...../2011

Witness

SIGNED FOR AND ON BEHALF OF)
THE AUSTRALIAN WORKERS' UNION)
SOUTH AUSTRALIAN BRANCH)

.....

...../...../2011

WAYNE HANSON)
THE AUSTRALIAN WORKERS' UNION)
SOUTH AUSTRALIAN BRANCH)

In the presence of:

.....

...../...../2011

Witness

Schedule 1

SPECIFIC WORK PRACTICES

1. Start time
All employees endeavour to be present at the depot by 7.25 am to perform machinery checks etc so to enable all works staff to proceed to work sites as soon as possible after the normal start time of 7.30 am.
2. Recording and reporting
All employees shall record and report on any issues or faults or other matters that may relate to public liability concerns of the Council with regard to signs missing, damage to roads, traffic hazards, damage to footpaths, concerns with open space etc, to ensure that the appropriate mechanisms can be put in place for their rectification. Employees will be provided, after negotiation and consultation, with the necessary paperwork and reporting forms for this to occur in an orderly manner with all reports to be submitted to the Departmental Manager.
3. Machinery Records/Faults
The employees shall keep accurate records of machinery including recording of fuel, repairs and maintenance, usage etc. Employees shall also report accurately and timely on any faults associated with vehicles or machinery owned by the Council with these faults being recorded and reported to the mechanic for rectification.
4. Works Site Signage
The employees shall take care in preparing work sites and diligently record signage placed on work sites on forms provided for the purpose to ensure that Council complies with all standards, Occupational Health and Safety and other relevant requirements.
5. Reporting of Minor Incidents
Employees recognise the need to take responsibility for reporting of minor incidences in accordance with the reporting forms established under Occupational Health and Safety policies and procedures. This process facilitates the investigation of incidents that may identify inappropriate practices which can be reviewed and improved to minimise accidents or incidents in the future.
6. Occupational Health and Safety Responsibility
Employees recognise the need to take responsibility in accordance with Occupational Health and Safety policies, procedures and safe work operating procedures to ensure individuals safety and the safety of the whole work force in the workplace. The employees also recognise that Occupational Health and Safety is a very important Management responsibility of the Council operations while each staff member has an individual responsibility to ensure that accidents, incidences and work injury is minimised. This responsibility relates to sections 19 and 21 of the Occupational Health, Safety and Welfare Act and Council OHS&W policies and procedures, and includes the location

of policies, procedures, reporting forms, and attendance at OHS&W training programs and sessions.

7. General Completion of Survey Forms

Employees recognise that they are requested to complete surveys such as training surveys and also other forms to gather information for long term planning in relation to future human resource management initiatives. Employees recognise their responsibility for completing these forms within the requested time frame and to complete them as thoroughly as possible so that all information can be gathered accurately.

8. Customer Service

Employees recognise their responsibility to project an image of responsive customer service to their community. When an employee is approached by a member of the public, they will ensure that their communications and advice is courteous, accurate and appropriate, either in the circumstances of general information or advice being provided or alternatively when referring the person to the appropriate Council officer.

9. Completion of Time Sheets

Employees agree to complete their time sheets daily, accurately and with all relevant information to ensure that job costing activities can be undertaken accurately.

SCHEDULE OF WAGE RATES

In accordance with Clause 26 the rates shown reflect the safety net increase of 3.25%, should CPI be more than 3.25% then the figures shall increase.

	Increment	Kingston 5/09/2011	Kingston 5/09/2012	Kingston 5/09/2013
Level 1	1	763.58	788.39	814.02
	2	773.97	799.12	825.09
	3	783.32	808.77	835.06
Level 2	1	796.55	822.44	849.17
	2	806.93	833.16	860.23
	3	816.14	842.67	870.05
Level 3	1	830.29	857.27	885.13
	2	840.65	867.97	896.18
	3	849.99	877.62	906.14
Level 4	1	871.02	899.33	928.56
	2	881.39	910.04	939.61
	3	890.73	919.68	949.57
Level 5	1	899.00	928.22	958.38
	2	909.33	938.89	969.40
	3	918.70	948.56	979.39
Level 6	1	922.92	952.91	983.88
	2	933.29	963.62	994.94
	3	942.64	973.28	1,004.91
Level 7	1	946.77	977.54	1,009.31
	2	957.11	988.22	1,020.34
	3	966.45	997.86	1,030.29
Level 8	1	968.71	1,000.19	1,032.70
	2	979.07	1,010.89	1,043.74
	3	988.41	1,020.54	1,053.70
Level 8+ (Wks Supervisor)	1	1,036.25	1,069.93	1,104.70

All rates are inclusive of minimum rate, service pay and disability allowance.