

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA12/3

TITLE: Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2012-2013

I.R.C. NO: IRC12/510

DATE APPROVED/COMMENCEMENT: 24 April 2013 / 1 January 2012

TERM: 17

NEW AGREEMENT OR VARIATION: Replaces EA06/99.

GAZETTAL REFERENCE: 29 June 2012

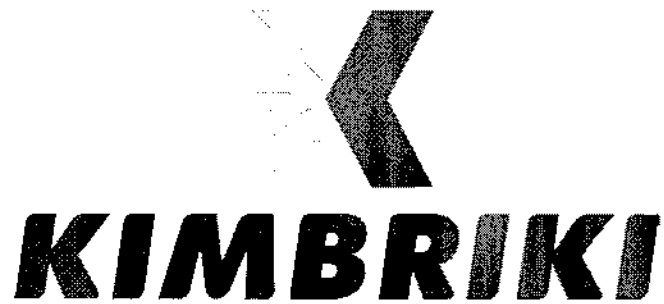
DATE TERMINATED:

NUMBER OF PAGES: 51

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to operational employees, that is Works Coordinators and Centre Attendants employed by Kimbriki Environmental Enterprises Pty Ltd, located at Kimbriki Road, Terrey Hills NSW 2084, who fall within the coverage of the Local Government (State) Award 2010.

PARTIES: Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



**KIMBRIKI ENVIRONMENTAL
ENTERPRISES PTY LTD
OPERATIONAL STAFF
ENTERPRISE AGREEMENT**

2012 - 2013

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1. STATEMENT OF INTENT

- 1.1. This Enterprise Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act 1996*, and will be known as the **Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement** and will provide the basis for determining the entitlements of employees of Kimbriki Environmental Enterprises Pty Ltd (KEE) in the areas addressed by the Agreement.
- 1.2. This Agreement will apply to works coordinators and centre attendants employed at the Kimbriki Centre by KEE.
- 1.3. The Agreement establishes the following working arrangements for employees:
- (i) Agreed hours and rosters in accordance with clause 10 of this Agreement and overtime in accordance with clause 12 of this Agreement.
 - (ii) pay rates of:- Works Co-ordinators O4/1K to O4/9K
Centre Attendants O3/1K to O3/9K
 - (iii) meal allowance
 - (iv) start and finish on the job
 - (v) appointment and promotion
 - (vi) annual leave taken on a roster basis with a minimum period for annual leave of one week unless special circumstances prevail
 - (vii) Where training is to be conducted outside rostered hours it will be paid in accordance with clause 23.5 of this Agreement.
 - (viii) Employees being offered regular medical examinations and pre-employment medical assessments for prospective employees considered for appointment in accordance with clause 29.
 - (ix) Designated roles of centre attendants and works co-ordinators
 - (x) Tool box meetings conducted before the commencement of core working hours with minimum payment of one hour at ordinary rates of pay

Notes

- (a) KEE and employees may also be subject to Commonwealth anti-discrimination legislation

- (b) Section 56(d) of the Anti-Discrimination Act 1997 provides
- (c) “Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrine s of that religion or is necessary to avoid injury to the religious susceptibilities of the adherence of that religion”

2. THE PARTIES

The Parties to this Agreement are KEE and the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union (USU).

3. DURESS

This Agreement has been entered into without duress by any party.

4. DURATION

The Agreement will come into operation from the first pay period to commence on or after 1 January 2012 and will remain in force until 30 June 2013

5. ANTI-DISCRIMINATION

- 5.1. It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, marital status, disability, homosexuality, transgender identity age and responsibility as a carer.
- 5.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement is not directly or indirectly discriminatory in effect. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement, which, by its term or operation, has a direct or indirect discriminatory effect.
- 5.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 5.4. Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempt under section 56(d) of the *Anti-Discrimination Act 1997*;
 - (iv) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

6. DEFINITIONS

- Act: Act will mean the *Industrial Relations Act 1996 (NSW)*.
- Award: Award will mean the Local Government (State) Award 2010 or any Award that replaces this Award.
- CEO: CEO will mean a person appointed by the Board. When carrying out these duties, the CEO is acting on behalf of the Board.
- Centre Attendant: Will mean an employee performing the duties as described in the Centre Attendant position description in schedule one of this Agreement subject to organisational structure as defined in schedule one of this Agreement.
- KEE: Will mean Kimbriki Environmental Enterprises Pty Ltd.
- Kimbriki Centre: Will mean the Kimbriki Resource Recovery Centre at Kimbriki Road, Terrey Hills.
- Superannuation contributions: Will mean all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the relevant Superannuation legislation, and any additional superannuation contributions made by way of salary sacrifice.

Union or USU: Will mean the New South Wales Local Government, Clerical Administrative, Energy, Airlines & Utilities Union.

Works Coordinator: Will mean an employee performing the duties as described in the Works Coordinator position description in schedule one of this Agreement, subject to organisational structure as defined In Schedule 1 of the Agreement.

7. RELATIONSHIP WITH THE AWARD

- 7.1. This Agreement will wholly replace the Award and/or any other applicable Award or Enterprise Agreement and will provide the basis for determining the rates of pay, terms and conditions of employment of employees employed by KEE in the classifications set out in this Agreement.
- 7.2. Increases to the basic rates of pay and allowances which occur in the Award will be reflected by increases in this Agreement. Such increases will be of the same quantum and operative on the same date as increases in the Award.
- 7.3. Any increases prescribed by this Agreement will be in addition to increases in the Award in accordance with **clause 7.2** of this Agreement.

8. PURPOSE OF AGREEMENT

- 8.1. The Agreement provides a basis for working together in achieving improved performance and customer service.
- 8.2. The Agreement reflects a commitment by all employees of KEE to act in a responsible manner to each other.
- 8.3. The Agreement represents a commitment by the KEE and its employees to provide a team approach to meet the needs of the community.
- 8.4. The purpose of the Agreement is to allow the parties to enter into the processes of change together to continually improve the quality, efficiency and productivity of KEE and to provide improved customer service.
- 8.5. The Agreement reflects a commitment by all employees to participate in broadening the range of skills they exercise, to undertake related training. KEE will provide the training necessary to achieve these objectives.

- 8.6. The Agreement aims to achieve the following objectives:
- (i) Establishing a positive direction for the future by working together.
 - (ii) Improving productivity and performance management.
 - (iii) Providing a flexible workforce and working arrangements to meet the needs of customers, employees and KEE.
 - (iv) Developing employee skills that, in turn, will provide enhanced career opportunities and improved job satisfaction.
- 8.7. Key performance indicators (KPI's) has been developed by management in consultation with the staff and Management will consult with the employees at the facility when developing new KPI's. Where there is no agreement between Management and the employees in respect to the KPI's developed the matter will be handled consistent with the grievance resolution procedure outlined in this agreement.

9. CATEGORIES OF EMPLOYEES

- 9.1. Permanent full-time employees for the purpose of the Agreement will mean employees (other than part time, casual or temporary employees) who work ordinary hours which average 152 hours in each four (4) week cycle, Monday to Sunday inclusive, provided that at least eight days in each cycle are off.
- 9.2. Permanent part time employees for the purpose of the Agreement will mean employees engaged on a permanent basis who work ordinary hours which are less than seventy-six (76) in a two week period Monday to Sunday inclusive. Overtime rates will only apply when a part-time employee is required to work in excess of seventy-six (76) hours in a two week period.
- 9.3. Temporary full-time employees for the purpose of the Agreement will mean full-time employees who work for a fixed term, of up to twelve (12) months, as agreed or, as stated in their letter of appointment.
- 9.4. Temporary part-time employees for the purpose of the Agreement will mean part-time employees who work for a fixed term, of up to twelve (12) months, as agreed or, as stated in their letter of appointment.
- 9.5. Casual employees for the purpose of the Agreement will mean an employee engaged on a day to day basis from Monday to Sunday.

A casual employee will not replace a permanent full time or part-time employee of KEE on a permanent basis.

Casual employees will be entitled to the ordinary rate of pay which applies to the position and a loading of twenty five (25) per cent. This loading will not attract any penalty, and will be paid in lieu of all leave and severance pay, except for paid maternity leave, prescribed by the Agreement. Casual loading is not payable on overtime.

10. HOURS OF WORK

- 10.1. The ordinary hours of work for centre attendants at the KEE will be a minimum average of thirty-five (35) per week (this will be referred to as standard hours, and employment status is permanent part-time). Core hours for centre attendants engaged under this agreement will be commencement at 6:45am and completion at 5:15pm. Overtime is payable when an employee is directed to work in excess of seventy-six (76) hours per fortnightly roster cycle or directed to work outside the core hours on any one day. Overtime rate is 1.54 x ordinary rates of pay.
- 10.2. The ordinary hours of work for works coordinators at the Centre will be seventy-six (76) hours per fortnight (to be referred to as standard hours). Core hours for works coordinators engaged under this agreement will be commencement at 6:45am and completion at 5:30pm.
- 10.3. Core hours may be varied by KEE within the spread of hours to suit future operational needs of the site.
- 10.4. Spread of Hours
- (i) The ordinary hours for all employees will be worked between 6:30am and 6:30pm Monday and Sunday inclusive and will not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.
 - (ii) An unpaid meal break of thirty (30) minutes minimum will be given and taken within the first six (6) hours of continuous work. Staff unable to commence a meal break within the first six (6) hours of work will receive a paid meal break.

Centre Attendants working in the weighbridge may elect to take a split thirty (30) minute lunch break over a ninety (90) minute period. Should a Weighbridge Attendant elect to work such a split lunch break, they will receive payment for the lunch break period. In the event that customer service demands prevent a Weighbridge Attendant from completing a split thirty (30) minute break from duty within the ninety (90) minute period, then the Works Co-ordinator will provide assistance to ensure that thirty (30) minutes of lunch break is taken within the specified timeframe. It is noted that weighbridges are fitted out with toilets and food preparation facilities.

- (iii) The agreed roster, which is based on a fortnight, will provide the basis on which ordinary hours are worked. The roster that will operate for centre attendants will provide for four days on, three days off, three days on and four days off within a two week cycle. The roster that will operate for works coordinators will require one works coordinator to work Sunday, Monday, Tuesday and part Wednesday and the other Works Coordinator to work part Wednesday, Thursday, Friday and Saturday. A centre attendant may be appointed to work weekdays only to assist on both shifts with a roster of seven days per fortnight.
- (iv) Employees may be required to rotate roster shifts and/or nominated positions on a temporary or permanent basis. This will only be required based upon operational needs, which may include an imbalance of staff numbers or skill levels on either shift. At most this would occur twice a year and staff would be provided with a least one months notice of such a shift rotation which will be at KEE's discretion unless extenuating circumstances exist, in which case staff will be consulted.
- (v) Any agreement, between management and the employees of the facility to alter the spread of hours, or any other feature of the roster, must be genuine with no compulsion to agree.
- (vi) Employees, on opposing shifts, may choose to swap shifts to suit unusual circumstances, with prior management approval. Swap of shift shall be for a maximum of one day. Annual leave or long service leave shall apply when more than one day is required.

11. RATES OF PAY

- 11.1. The ordinary rates of pay for positions within the Centre, under the terms of this agreement, will be determined by reference to the Grade and Pay Step detailed in the table below. The parties to this agreement recognise that the ordinary rates of pay are calculated to reflect the working of a seven (7) day spread, and out of hours shift penalties.
- 11.2. Except as otherwise provided, ordinary hours worked on a Saturday or Sunday will attract a 27.5 % penalty rate in addition to the ordinary hourly rate of pay
- 11.3. Salary Scales:

Position	Pay Rates
Works Co-ordinator	O4/1K – O4/9K
Centre Attendants	O3/1K – O3/9K

O4K Scale

Step	Hourly Rate	Per 38 Hour Week	Per Annum
1	\$27.3176	\$1,038.07	\$54,187.43
2	\$28.5237	\$1,083.90	\$56,579.84
3	\$29.6571	\$1,126.97	\$58,827.74
4	\$31.0653	\$1,180.48	\$61,621.02
5	\$32.6024	\$1,238.89	\$64,670.08
6	\$34.2854	\$1,302.83	\$68,007.72
7	\$35.9950	\$1,367.81	\$71,399.81
8	\$36.9308	\$1,403.37	\$73,256.17
9	\$37.4753	\$1,424.06	\$74,335.93

O3K Scale

Step	Hourly Rate	Per 38 Hour Week	Per Annum
1	\$21.5449	\$818.71	\$42,736.66
2	\$22.4272	\$852.24	\$44,486.93
3	\$23.3958	\$889.04	\$46,407.89
4	\$24.3256	\$924.37	\$48,252.11
5	\$25.4806	\$968.26	\$50,543.17
6	\$26.7413	\$1016.17	\$53,044.07
7	\$28.0468	\$1065.78	\$55,633.72
8	\$29.3510	\$1115.34	\$58,220.75
9	\$30.7159	\$1167.20	\$60,927.84

- 11.4. Table does not include the Disability Allowance, which will be paid in addition to the rate of pay detailed above. The disability allowance will be \$34.40 per week.
- 11.5. The table does not include provision for a first aid allowance, which will be paid to the first aid officer on each shift. This first aid officer is required to be in charge of the first aid kit and to administer first aid as required. The first aid allowance will be \$12.50 per week.

- 11.6. This table does not include provision for the compliance allowance which will be paid to the nominated compliance officer on each shift. The compliance officer is required to train staff and to assist the compliance coordinator in the management of OH&S. The compliance allowance will be \$17.20 per week.
- 11.7. The O3K Scale rate of pay, as applicable, will apply to all standard hours worked by centre attendants. All leave entitlements for staff paid on the O3K scale will be paid at standard hours of seventy (70) hours per fortnight. The rates of pay will be adjusted consistent with KEE's Competency Based Pay System and with movements in the Award.
- 11.8. KEE Management will conduct a performance review of all employees annually before 1 July. Employees who demonstrate a performance level consistent with the job description as detailed in Schedule One of this Agreement and have achieved the additional objectives specified in their last review will be considered for progression to the next pay step within their salary band. Such progression within the salary system will be dated from 1 July in that particular year. Employees who have not demonstrated a performance level consistent with the job description and/or specified additional objectives will be advised of the reasons they have not progressed within the salary system.
- 11.9. Employees will be provided with information about their roles, accountabilities and expected performance standards. KEE management will provide role clarity, details of goals / targets and regular feedback on employee performance.
- 11.10. The salary system will recognise employee competencies and provide employees with clear guidelines as to competency requirements for each step of the salary scale. KEE management may provide employees with training and development programs to enable progression within the salary system.
- 11.11. Centre Attendant Positions – These positions will have a combination of functional and core competencies. Functional competencies will describe the skills and knowledge that are specific to a position. Core competencies will describe the skill and knowledge that staff members can develop to enable multi skilling of site operation.

Competency Levels relative to Salary Steps for Centre Attendants (O3K Scale) are as follows:

Steps 1 – 3 Will mean a new or existing employee training to achieve functional competency in all facets of site operation (i.e.: landfill and weighbridge)

Steps 4 – 6 Will mean an experienced employee capable and willing to gain core competency within all areas of site operation

Steps 7 – 9 Will mean an experienced employee competent in areas of landfill and weighbridge operation who is capable of undertaking the role of Works Coordinator and act as a senior site representative as required.

12. OVERTIME

12.1. Overtime is payable when an employee is directed to work in excess of seventy-six (76) hours over the fortnightly roster cycle or directed to work outside the core hours on any one day. Overtime rate is 1.54 x ordinary rates of pay

An employee (other than a casual) who works four or more hours of overtime:

- (i) between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten consecutive hours off duty between those times, or
- (ii) on days other than ordinary working days so that they have not had ten consecutive hours off duty in the fourteen hours preceding the employee's ordinary commencement time on the next ordinary working day, will be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12.2. Employees called out to work overtime on a day they are usually rostered off will receive one (1) additional hours pay from the time they commenced duties to compensate for the call out. This will not entitle employees to receive payment in excess of the core hours of pay for that position on the particular day of callout.

12.3. A casual employee will not be offered to work overtime in a position held by a permanent employee if such permanent employee is available to work that overtime. Overtime will be paid where a casual employee works outside the ordinary hours for that position in accordance with this clause.

12.4. Call Back

- (i) For the purposes of this Agreement, an employee will be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.
- (ii) Any employee who is called back to work as defined in sub-clause (i), will be paid for a minimum of four (4) hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back will not attract any additional payment. An employee working on call back will be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee will not be required to work the full four (4) hours if the job that the employee was recalled to perform is completed within a shorter period.

12.5. Meal Allowance

- (i) An employee who, having been so instructed, works overtime for two (2) or more hours prior to the agreed commencing time will be paid a meal allowance of \$13.27.
- (ii) An employee who having is required to work overtime for two (2) hours or more immediately after the agreed finishing time will be paid a meal allowance of \$13.27.

Thereafter, a further meal allowance of \$13.27 will be paid after each subsequent four (4) hours worked

- (iii) An employee who works, for a period in excess of four (4) hours on a day other than an ordinary working day will be paid a meal allowance of \$13.27 for that days work.

The meal allowances set out in clause 12.5 (i)-(iii) above will not payable where, by agreement, a meal is provided by the employer

13. PAYMENT OF EMPLOYEES

- 13.1. KEE will pay by the fortnight. Any other period will be by agreement between KEE and the employees affected.
- 13.2. KEE will pay by direct credit to the employee's nominated account.
- 13.3. Employees will not suffer any reduction in their ordinary pay where they are prevented from attending work due to bushfire or other climatic circumstances beyond their control.
- 13.4. KEE will be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 13.5. KEE will fix a regular payday, between Monday and Friday inclusive, for the payment of employees. KEE may alter the payday if there is prior agreement with the employees affected and the employees will not unreasonably withhold their agreement.

14. SALARY SACRIFICE

- 14.1. KEE and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement will not unreasonably be withheld.
- 14.2. Benefits that may be salary sacrificed include child care facilities operated by KEE on its premises; and additional superannuation and motor vehicles supplied by KEE under lease back arrangements where the amount to be salary sacrificed for leaseback of a KEE motor vehicle is that part of the lease back fee that exceeds KEE's fringe benefit tax liability.
- 14.3. The value of the benefits will be agreed between KEE and employee and will include fringe benefits tax where applicable.
- 14.4. The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, will be in writing and signed by both KEE and the employee.
- 14.5. The employee may request in writing to change the benefits to be salary sacrificed twice each year and KEE will not unreasonably refuse the request.
- 14.6. The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 14.7. The value of a salary sacrifice benefit and applicable fringe benefit tax, will be treated as an approved benefit for superannuation purposes and will not reduce the employee's salary for employer contributions.
- 14.8. The value of salary sacrifice benefits and applicable fringe benefits tax will be ordinary pay for calculating overtime and termination payments.
- 14.9. The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 14.10. KEE will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 14.11. KEE has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 14.12. A salary sacrifice arrangement will cease on the day of termination of employment.
- 14.13. A salary sacrifice arrangement will be suspended during periods of leave without pay.

- 14.14. KEE may maintain and/or enter into other salary sacrifice arrangements with employees.

15. SUPERANNUATION FUND CONTRIBUTIONS

- 15.1. Subject to the provisions of the relevant legislation, KEE will make superannuation contributions to the Local Government Superannuation Scheme or to any other superannuation fund of the employee's choice in accordance with the relevant legislation.
- 15.2. Compulsory employer superannuation guarantee contributions for Centre Attendants will be based on a fixed thirty-five (35) standard hours per week basis only.
- 15.3. Compulsory employer superannuation guarantee contributions for Works Co-ordinators will be based on a fixed thirty-eight (38) standard hours per week basis only.

16. STARTING AND FINISHING ON THE JOB

- 16.1. All employees must sign both in and out for each shift.
- 16.2. Commencement of work will be deemed to be the time of signing in of the attendance book.
- Finish of work is the time employees leave their workstation and sign off the attendance book prior to leaving the site.
- 16.3. When signing the attendance book the time is to be the actual time, not the allocated start and finish times.

17. FUTURE VACANCIES

- 17.1. At the commencement of the Agreement the total number of centre attendants (combined) to be engaged will be fourteen (14), seven (7) employees on each shift. One additional employee shall be rostered to work on each shift on the basis of seven (7) weekdays per shift per four week cycle
- 17.2. Any vacancy caused through resignation or transfer shall be reviewed.

- 17.3. A process to review work practices to enhance productivity and efficiency, whilst focusing on quality customer service, shall be followed and only when the need is validated shall the position be approved for the appointment of a replacement.

18. VALUES

18.1. Customer Service

Respect for the individual is integral in all relationships between employees, KEE and customers.

18.2. Consultation and Negotiation

The parties agree to consult and negotiate in good faith and no party will seek to take unfair advantage of the other.

The parties will consult jointly in an endeavour to reach agreement with employees about issues and initiatives that affect the workplace and employees.

19. PUBLIC HOLIDAYS

- 19.1. The days on which public holidays will be observed are as follows: New Years' Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all locally proclaimed holidays within the Warringah local government area and all special days proclaimed as holidays to be observed throughout the whole of the State of New South Wales
- 19.2. In addition to the days provided in **clause 19.1** employees who are Aboriginal and Torres Strait Islanders will be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islanders Day celebrations
- 19.3. All staff who are working on their agreed roster and are required to work on holidays set out in this clause will be paid at double time and three quarters their ordinary rate of pay (i.e. 2.75). All staff who are working on their agreed roster and are required to work on Christmas Day or Good Friday will be paid at triple their ordinary rate of pay for the hours worked in addition to ordinary hours of payment for that day. Staff whose rostered day off falls on a public holiday will not be paid for the holiday.
- 19.4. KEE will operate the KEE facility on the Union Picnic Day. Union Picnic Day will for purposes of this agreement be regarded as a holiday only for employees who are financial members of the union. Employees who are financial members

of the union who are required to work on Picnic Day will be paid at double time and three quarters for all hours worked. The financial members of the union who are not required to work on Picnic Day will receive a day concessional leave accrued to their annual leave entitlement. Employees who are not financial members of the union and who are required to work on Union Picnic Day will be paid the ordinary rate of pay for their normal working day.

20. LEAVE PROVISIONS

20.1. Sick Leave

- (i) Employees who are unable, due to sickness, to attend for work will be entitled during each year of service to fifteen (15) days sick leave on the ordinary rate of pay, subject to the following conditions:
 - (a) KEE will be satisfied that the sickness is such that it justifies the time off, and
 - (b) That the illness or injury does not arise from engaging in other employment, and
 - (c) That the proof of illness to justify payment will be required after two (2) days absence, or after three (3) separate periods in each service year or in the case of unreasonable absences, and
 - (d) When requested, proof of illness will indicate the employee's inability to undertake their normal duties.
- (i) Proof of illness will include certification from a qualified medical/health practitioner, registered with the appropriate government authority.
- (ii) KEE may require employees to attend a doctor nominated by KEE at KEE's cost and if in employees own time a \$50 flat payment be paid to the employee to cover lost time.
- (iii) Where an employee has had 10 years' service with KEE, such period to include employment with Warringah Council prior to engagement with KEE, and the sick leave entitlement as prescribed has been exhausted, KEE may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- (iv) Sick leave will accumulate from year to year so that the balance of the entitlement to sick leave not taken in any one year of service may be taken in a subsequent year or years.

- (v) KEE will provide employees with insurance cover (up until the age of sixty five years) so if they are not able to return to work after a period of ninety days absence due to illness or injury they can make a claim for payment of seventy five (75%) of their ordinary rate of pay for a period of up to two years by the insurer.
- (vi) Section 50 of the Workers Compensation Act 1987 dealing with the relationship between sick leave and workers compensation applies.

20.2. Carers Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 20.2 (iv) (b) of this clause, who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 20.1 of this Agreement, for absences to provide care and support, for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day
- (ii) (a) Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- (b) Where more than ten days sick leave in any year is to be used for caring purposes the KEE and employee will discuss appropriate arrangements which, as far as practicable, take account of the KEE's and employee's requirements.
- (c) Where the parties are unable to reach agreement the grievance and disputes procedures at clause 26 of this Agreement should be followed.
- (iii) The employee will, if required,
 - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
 - (b) establish by production of documentation acceptable to the KEE or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - i. a spouse of the employee; or
 - ii. a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - iii. a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
 - iv. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - v. a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) 'relative' means a person related by blood, marriage or affinity;
 - i. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - ii. 'household' means a family group living in the same domestic dwelling.
- (v) An employee may elect, with the consent of the KEE, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause (iv) (b) above who is ill or who requires care due to an unexpected emergency.
- (vi) An employee will, wherever practicable, give the KEE notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the

employer by telephone of such absence at the first opportunity on the day of absence.

- (vii) An employee may elect, with the consent of KEE, to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with clause 20.2 (iii). Such leave will be taken in accordance with clause 20.3 Annual Leave and clause 20.7 Leave Without Pay of this Agreement.

20.3. Annual Leave

- (i) Annual leave consisting of four (4) weeks at the ordinary rate of pay, plus 2 concessional days added to the Annual Leave balance exclusive of public holidays observed on working days will be granted to an employee, after each twelve (12) months service and, except as provided for in clause 20.3 (ii), will be taken as soon as is mutually convenient after its accrual. Annual leave may be granted within the first twelve (12) months of employment pro-rata to entitlement earned for the period of employment. Annual leave will be required to be taken on a roster basis on a first in first served basis.
- (ii) KEE may direct an employee to take annual leave by giving at least four (4) weeks prior notification where the employee has accumulated in excess of eight (8) weeks annual leave.
- (iii) KEE will pay each employee before the commencement of the employee's annual leave or on a fortnightly basis during the annual leave period.
- (iv) On resignation or termination of employment, KEE will pay to the employee any accrued annual leave. In addition, the employee will be paid annual leave on a proportionate basis being equal to one twelfth of the employee's ordinary weekly rate of pay for each completed month of service. The amount payable will be calculated according to the ordinary rate of pay applicable at the date of termination of service, provided that the employee will not receive payment for more than four (4) weeks annual leave for any period of twelve (12) months, excluding concessional leave as Agreed by KEE.
- (v) Where an employee receives a varying rate of pay for six (6) months in the aggregate in the preceding twelve (12) month period, the employee's ordinary rate of pay will be deemed to be the average weekly rate of pay earned during the period actually worked over the twelve (12) months immediately preceding the annual leave or the right to payment under this clause.
- (vi) Annual leave will be required to be taken on a roster basis. The minimum period for such leave will be one (1) week unless special circumstances prevail. Staff members may change the roster by mutual agreement

between themselves and the works coordinator. Provided not more than one staff member, from any one shift, is absent from work on annual leave at the same time.

20.4. Concessional Leave

Employees required to work on days when concessional leave has been granted by KEE will have that leave accrued to their annual leave entitlement. Such concessional leave will be taken in addition to the four (4) weeks annual leave payment as allowed in clause 20.3 (i) of this Agreement.

20.5. Long Service Leave

- (i) (a) An employee of KEE will be entitled to Long Service Leave at the ordinary rate of pay as follows:-

LENGTH OF SERVICE	ENTITLEMENT
After 5 years' service	6.5 weeks
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years service thereafter	11 weeks

(b) Where an employee has completed more than five years service with KEE and is terminated for any cause, long service leave will be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to fifteen (15) years and 2.2 weeks for each year of service from fifteen (15) years onwards.

- (ii) (a) Long service leave will be taken at a time mutually convenient to KEE and employee in minimum periods of one week provided that all long service leave accruing on or after 1 July 2009 will be taken within five years of it falling due.

(b) Payment to an employee proceeding on long service leave will be made by the KEE at the employee's ordinary rate of pay for the period of

long service leave either at the time the employee enters upon the leave, or by agreement through the usual pay periods.

(c) An employee who has become entitled to a period of leave and the employee's employment is terminated by resignation, death or dismissal for any cause will be deemed to have entered upon leave at the date of termination of the employment and will be entitled to payment accordingly.

- (iii) For the purpose of calculating long service leave entitlement in accordance with clause 20.5 (i) of this clause, for employees transferred to KEE from Warringah Council, all prior continuous service with any Council within New South Wales will be deemed to be service with KEE.
- (iv) For the purpose of this clause, service will include the following periods:-
 - (a) Any period of service with any of Her Majesty's Forces provided that the employee enlisted or was called up direct from the service of KEE.
 - (b) Service will mean all service with KEE irrespective of the classification under which the employee was employed.
- (v) There will be deducted in the calculation of the employee's service all leave of absence without payment not specifically acknowledged and accepted by KEE as service at the time leave was taken.
- (vi) Long service leave will be exclusive of annual leave and any other holidays as prescribed by clause 19, Public Holidays of this Agreement, occurring during the taking of any period of long service leave.
- (vii) When the service of an employee is terminated by death the KEE will pay to the employee's estate the monetary equivalent of any untaken long service leave standing to the employee's credit at the time of the employee's decease.
- (viii) Where an employee's service is terminated through shortage of work, material or finance or through illness certified by duly qualified medical practitioner and such employee is re-employed by the same KEE within twelve (12) months of termination of service, prior service will be counted for the purpose of this clause.

20.6. Other Paid Leave

(i) Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours will be reimbursed by KEE an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have

received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee will notify KEE as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee will give KEE proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

(ii) Bereavement Leave

Where an employee is absent from duty because of the death of a person in accordance with clause 20.6 (ii) (a) - (e) below and provides satisfactory evidence to KEE of such, the employee, other than a casual, will be granted four (4) days leave with pay upon application. On such occasions, casual employees will be entitled to not be available to attend work for up to four days. Person in respect to whom bereavement leave may be claimed will include:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of the spouse, grandparent, grandchild or sibling (including half, foster and step siblings) of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - i. "relative" means a person related by blood, marriage or affinity;
 - ii. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - iii. "household" means a family group living in the same domestic dwelling.

(iii) Union Training Leave

KEE will agree to release employees (nominated by the union) to attend an accredited trade union training course with pay and such agreement will not unreasonably be withheld.

(iv) Union Conference Leave

Accredited delegates (nominated by the union) to the union's annual conference will be granted paid leave for the duration of the conference provided that KEE's operational requirements are met and the union notifies KEE of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

20.7. Leave Without Pay

- (i) Periods of leave without pay may be approved in certain circumstances, will be taken at a time mutually convenient to KEE and the employee, and will not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay will not however, constitute a break in the employee's continuity of service. Such leave will only be granted after consideration of impact upon operations with no other employee on that particular shift being on leave during the period of leave without pay.
- (ii) An employee will not be entitled to any payment for public holidays during an absence on approved leave without pay.

20.8. Paid Parental Leave

- (i) (a) This clause applies to all full time and part time employees who have had twelve (12) months continuous service with KEE immediately prior to the commencement of parental leave or special maternity leave and to casual employees who have worked on a regular and systematic basis with KEE for at least twelve (12) months prior to the commencement of parental leave or special maternity leave.

(b) Paid parental leave will mean leave taken by an employee in connection with the pregnancy or the birth of a child of the employee. Paid parental leave consists of an unbroken period of leave.

- (c) Paid special maternity leave will mean leave taken by an female employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where the employee suffers illness related to her pregnancy, and she is not then on paid parental leave; provided that a medical practitioner certifies such leave to be necessary before her return to work.
- (ii) (a) An employee will be entitled to a total of nine (9) weeks paid parental leave or special maternity leave on full pay; or eighteen (18) weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of nine (9) weeks on full pay.
- (b) The employee may choose to commence paid parental leave before the expected date of the birth.
- (iii) (a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid parental leave and special maternity leave, subject to KEE approval, provided that the total period of leave does not exceed 52 weeks.
- (b) Employees may take periods of annual leave and long service leave during unpaid parental leave at half pay, provided the total period of all leave does not exceed 52 weeks.
- (c) The period of paid parental leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.
- (d) Paid parental leave may not be extended beyond the first anniversary of the child's birth.
- (iv) Payment for parental leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the twelve (12) months immediately prior to the employee commencing paid parental leave or special maternity leave.
- (v) Paid parental leave and special maternity leave will be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid parental leave or annual or long service leave on half pay, the public holiday will also be paid at half pay. Further, all entitlements will accrue during periods of leave at half pay on a proportionate basis.

(vi) Notice of intention to take paid maternity leave

The employee must:

- provide KEE with certification of the expected date of confinement at least ten (10) weeks before the child is due. This is known as the first notice;
- advise KEE in writing of the intention to take paid parental leave and the proposed start date at least four (4) weeks prior to that date. This is known as the second notice.
- provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid parental leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

(vii) The employee will not engage in any other form of paid work during the period of paid parental leave without the approval of the KEE Manager.

(viii) Subject to an application by KEE and further order of the Industrial Relations Commission of New South Wales, KEE may pay a lesser amount (or no amount) of parental leave or special maternity leave than that contained in this clause where KEE can demonstrate economic hardship.

20.9. Supporting Parent Leave

An employee who is a supporting parent will be entitled up to five (10) days paid leave taken from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had twelve (12) months continuous service with KEE immediately prior to the commencement of their supporting parent leave.

20.10. Parental Leave

- (i) These provisions will apply in addition to the 'parental leave and related entitlements' provisions under Chapter 2, Division 5 of the *Fair Work Act 2009* (Cth) relating to:
- (a) unpaid parental leave, including unpaid adoption leave
 - (b) unpaid special maternity leave
 - (c) transfer to a safe job and no safe job leave.

- (ii) Chapter 2, Part 2.2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act 2009*, shall apply.

Paid Parental Leave

- (i) Definitions in this clause

PPL Instalments shall mean instalments paid during the paid parental leave period under the Paid Parental Leave Act 2010

Parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 months immediately preceding leave associated with the birth of a child, the employees ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

- (ii) Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the Paid Parental Leave Act 2010 and who has had 12 months continuous service with KEEW immediately prior to the commencement of paid parental leave

- (iii) Entitlement to parental leave make up pay

An employee shall be entitled to parental leave make up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks

The period of parental leave make up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the ordinary rate of pay

Requalification period – an employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for KEE for at least 3 months since their previous period of parental leave

- (iv) Employees right to choose

An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave may elect to receive paid

maternity leave and/or paid special maternity leave “9 weeks full pay or 18 week half pay” in accordance with the provisions of the Local Government State Award 2010 provided that the requalification period shall apply

(v) Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with KEE immediately prior to the commencement of their concurrent parental leave

20.11. Adoption Leave

(i) Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

(ii) Pre-adoption Leave

(a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to two (2) days paid pre-adoption leave at ordinary pay for the period of such leave.

(b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- i. single continuous period of up to two (2) days; or
- ii. any separate periods to which the employee and KEE agree.

(iii) Adoption Leave

(a) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to four (4) weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

(b) Paid adoption leave must not extend beyond four (4) weeks of the date of placement of the child and applies instead of Paid Parental leave in clause 20.8.

21. PHASED RETIREMENT

21.1. KEE is committed to developing and promoting flexible work and leave arrangements to enable their employees to better manage their transition into retirement. Examples of flexible work and leave arrangements include:

- (i) Part-time work;
- (ii) Flexi-time;
- (iii) Leave without pay;
- (iv) Job sharing arrangements;
- (v) Variations to ordinary hours and rosters;
- (vi) Job redesign; and
- (vii) Purchased additional annual leave arrangements.

21.2. The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either KEE or the employee.

22. APPOINTMENT AND PROMOTION

22.1. When it is proposed to make an appointment or promotion to a new or vacant position within the organisation structure of KEE, the position must be advertised in a manner sufficient to enable suitably qualified persons to apply for the position. This subclause applies to the appointment of any employee where the term or terms of employment are for more than twelve (12) months in any period of two (2) years.

22.2. When the decision is being made to appoint a person to a position:

- (i) Only a person who has applied for an appointment to the position may be selected; and
- (ii) From among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.

- 22.3. The merit of the persons eligible for appointment to a position is to be determined according to:
- (i) The nature of the duties of the position; and
 - (ii) The abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- 22.4. All prospective employees being considered for appointment to positions will be required to undertake a pre-employment medical assessment as per clause 29, Medical Examinations, of this agreement.
- 22.5. Where requested in writing, internal applicants will be given the reasons in writing for not being appointed.
- 22.6. Subclauses 22.1 to 22.4 of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless KEE decides that those subclauses are to apply to the appointment.
- 22.7. If a position is vacant or the holder of such a position is sick or absent, KEE may appoint a person to the position temporarily. A person appointed to a position temporarily will not continue in that position for a period of more than twelve (12) months.

23. TRAINING AND DEVELOPMENT

- 23.1. KEE will develop a training plan consistent with the current and future skill requirements, the size, structure and nature of the operation, and the need to develop vocational skills.
- 23.2. The training plan will, where appropriate, provide for training that is consistent with industry and/or nationally determined competency based standards.
- 23.3. The training plan, will provide for the assessment and recognition of an employee's current competencies where possible.
- 23.4. Selection of participants to receive KEE required training in accordance with KEE's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- 23.5. Training will include on-the-job, off-the-job, and courses. Where this training is conducted outside rostered hours management will give sufficient notice to the employees that their attendance is required. Payment for out-of-hours training will be at ordinary rates of pay for a minimum of three (3) hours and a maximum of eight (8) hours. Payment for out-of-hours attendance for approved certificate

courses will be paid at 50% of the rate that would have been paid for skills training of staff.

- 23.6. Meetings will, in general, be convened immediately before or after working hours. Payment for meetings will be at ordinary rates of pay for the actual hours of attendance with no minimum hours of payment. An unpaid meal break will be provided prior to the meeting.

24. USE OF SKILLS

- 24.1. The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.
- 24.2. KEE may direct the employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 24.3. An employee required to relieve in a position which is at a higher level within the salary system, will be paid at least the minimum rate for that Grade in accordance with the salary system.
- 24.4. Payment for use of skills relieving in a higher Grade position will unless specified elsewhere in this Agreement, be made for the time actually spent relieving the higher position. A minimum payment of four (4) hours will apply when relieving in a higher position.

25. POLICIES

- 25.1. KEE may at its discretion maintain the Kimbriki Wellness Program, Kimbriki Employee Assistance Program and Kimbriki Performance Management Policy, for the benefit of KEE employees (the Policies).
- 25.2. A breach of these policies by KEE will not amount to a breach of this Agreement. The policies may be amended, varied or revoked from time to time at KEE's discretion.

26. GRIEVANCE AND DISPUTE PROCEDURES

- 26.1. At any stage of the procedure, the employee(s) may be represented by their union or its local representative/delegate and KEE represented by legal practitioner.
- 26.2. The union delegate will have reasonable time, without loss of pay, to discuss a grievance or dispute with management at the local level where prior approval is sought. Such approval will not be unreasonably withheld.
- 26.3. A grievance or dispute will be dealt with as follows:
- (i) The employee(s) will notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - (ii) A meeting will be held between the employee(s) and the CEO to discuss the grievance or dispute and the remedy sought within two (2) working days of notification.
 - (iii) If the matter remains unresolved, the CEO will provide the employee(s) with a written response.
 - (iv) Where the matter remains unresolved, it may be referred to the employee's union or representative and by the CEO for further discussion between the parties.
- 26.4. The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 26.5. During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute will as far as practicable proceed as normal.
- 26.6. Disputes concerning industrial matters arising arising about the employment of KEE employees shall be referred to the Industrial Relations Commission of New South Wales as allowed pursuant to the provisions of section 146A of the *Industrial Relations Act 1996 (NSW)*

27. DISCIPLINARY PROCEDURES

- 27.1. Employee's Rights: Notwithstanding the procedures below, an employee will:
- (i) Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

- (ii) Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect or misleading.
- (iv) Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

27.2. Employer's Rights and Obligations: Notwithstanding the procedures contained below, a KEE will:

- (i) Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (a) Suspension without pay during an investigation will be for a period of not more than two (2) weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to seven (7) days or such greater period by agreement.
 - (b) If, after investigation, the reasons for the suspension are found to be inappropriate, the employee will not suffer any loss of pay for the period under suspension.
 - (c) The suspension will not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (d) KEE will not unreasonably refuse an application for paid leave under this provision.
 - (e) By agreement an employee may be transferred to another position.
- (ii) Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
- (iii) Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.
- (iv) In appropriate circumstance be entitled to terminate an employee's services in accordance with **clause 30**, Termination of Employment, of this agreement.

- (v) Be entitled to request the presence of a legal representative at any stage.

27.3. Procedures

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee will be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer or nominee of KEE.

Unsatisfactory work performance or conduct will include, but not be limited to, neglect of duties, absenteeism and non-compliance with KEE policies and procedures including safety standards and Code of Conduct. A written record will be kept on the appropriate file of such initial warning. The employee will be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (ii) Where there is a reoccurrence of the unsatisfactory work performance or conduct, the employee will be warned formally in writing by the appropriate officer of KEE and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record will be kept of such formal warning and counselling. The employee will be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iii) If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee will be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's work performance or conduct does not improve after the final warning penalties may be imposed by KEE in accordance with clause 27.4 below.
- (v) All formal warnings will be in writing.
- (vi) Nothing in this clause will effect the right of KEE to implement and follow disciplinary procedures in dealing with serious and wilful misconduct by an employee and proceed to impose the penalties in clause 27.4 without the requirement to issue a warning.

- (vii) Union Delegates will be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval will not be unreasonably withheld.

27.4. Penalties

- (i) After complying with the requirements above, KEE may:
 - (a) Demote the employee to a lower paid position, provided that the employee will not suffer a reduction in the rate of pay for two (2) weeks from the date of the demotion.
 - (b) Suspend an employee without pay from work for a specified period of time.
 - (c) Terminate the employment of the employee.

28. WORK HEALTH AND SAFETY

- 28.1. KEE will provide a safe place of work and work practices in accordance with the provisions of the Work Health and Safety Act 2011 and Regulations including appropriate provision for employees with regard to shelter and amenities.
- 28.2. Employees must take reasonable care of the health and safety of themselves and others and cooperate with KEE in its efforts to comply with occupational health and safety requirements.
- 28.3. KEE will supply employees with protective clothing uniforms and equipment suitable to the nature of the work performed and the work environment. Employees must wear and use the supplied uniforms, protective clothing and equipment and must properly launder and care for all items issued and immediately report any damage to personal protective equipment supplied.
- 28.4. All plant and equipment will be fitted with air conditioning where practical and will be of high visibility and fitted with flashing lights or a light visible from all points around the vehicle
- 28.5. Employees will be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day. It will be the employees responsibility to ensure water containers are filled during breaks.
- 28.6. As part of the efforts to achieve the highest standards of safety and health, KEE will maintain an alcohol and drug free policy. All employees involved in the operation of the KEE Centre must be free from the influence of alcohol and

illegal drugs whilst at work. Employees who breach KEE's policy will be subject to counselling and/or disciplinary action. The consumption of alcohol and illegal drugs during the course of the shift is prohibited. Breaches of this policy may result in summary dismissal.

- 28.7. In the case of extreme and unusual weather conditions which could be assessed as hazardous, KEE will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.
- 28.8. For the purposes of this subclause, the following definitions will apply:
- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to KEE for the purpose of such staff performing work or services for KEE.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by KEE to provide a specified service or services or to produce a specific outcome or result for KEE.
 - (iii) When KEE engages a labour hire business and/or a contract business to perform work wholly or partially on the KEE's premises KEE will do the following (either directly, or through the agency of the labour hire or contract business):
 - (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) ensure employees of the labour hire business and/or contract business wear appropriate personal protective equipment and/or clothing and comply with safe work method statements; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
 - (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the

Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

- (iv) Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure in clause 26 of this agreement.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

29. MEDICAL EXAMINATIONS

29.1. KEE will offer all employees regular medical examinations for:

- Chest X rays
- Lung Capacity
- Skin conditions
- Hepatitis and tetanus injections

29.2. Pre-Employment Medical Assessment - All prospective employees being considered for appointment to positions will be required to undertake a pre-employment medical assessment. The assessment will aim to ensure that individuals are able to carry out the inherent requirements of the position, and that individuals are not placed in positions that will adversely affect their health and well being. KEE will not unfairly discriminate against any prospective employee with a poor medical assessment, and the final appointment decision will include consideration of reasonable adjustment for any individual with a disability / illness.

29.3. Medical examinations and pre-employment medical assessments will be undertaken in the employee's or prospective employee's own time. KEE will pay direct costs of the medical service only (i.e. invoice value for service).

30. TERMINATION OF EMPLOYMENT

- 30.1. An employee will give to KEE two (2) weeks notice of their intention to terminate their employment. If no such notice is provided, KEE will be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Agreement.
- 30.2. KEE and the employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.
- 30.3. In cases of serious misconduct, KEE may summarily dismiss an employee after following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, clause 30.4 will not apply.
- 30.4. KEE will give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

- 30.5. The provision of this clause will not apply where clause 31, Workplace Change and Redundancy, of this Agreement applies.

31. WORKPLACE CHANGE AND REDUNDANCY

- 31.1. KEE's Duty to Notify
- (i) Where KEE has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on employees, KEE will notify the employees who may be affected by the proposed changes and the unions to which they belong.

- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of KEE's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for the alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.

31.2. KEE's Duty to Discuss Change

- (i) KEE will discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clause 31.1 (i) and (ii) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and will give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.
- (ii) The discussion will commence as early as practicable after a definite decision has been made by KEE to make the changes referred to in clause 31.1.
- (iii) For the purposes of the discussion, KEE will provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

31.3. Discussion Before Termination

- (i) Where KEE has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to clause 31.1 and that decision may lead to the termination of employment, KEE will hold discussions with the employee directly effected and with the union to which they belong.
- (ii) The discussion will take place as soon as it is practicable after KEE has made a definite decision which will invoke the provision of clause 31.3 (i) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

- (iii) For the purposes of the discussion, KEE will, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that KEE will not be required to disclose confidential information the disclosure of which would adversely affect KEE.

31.4. Notice to Centrelink

Where a decision has been made to terminate employees, KEE will notify the Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

31.5. Notice of Termination

- (i) Subject to clause 31.5 (ii) five (5) weeks notice provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (ii) Where an employee is to be terminated because of the introduction of technology the employee will be entitled to the following:
 - (a) Three (3) months notice of termination or
 - (b) Payment in lieu of the notice in clause 31.5 (ii) (a) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
 - (c) Notice or payment of notice under this paragraph will be deemed to be service with KEE for the purposes of calculating leave entitlements under this Agreement.

31.6. Redundancy Pay

- (i) This subclause will apply where an employee is terminated due to redundancy except that KEE will be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the KEE's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

- (ii) In addition to any required period of notice in clause 31.5, and subject to clause 31.6 (i), the employee will be entitled to the following;

COMPLETED YEARS OF SERVICE WITH KEE	ENTITLEMENT
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- 31.7. An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they had remained in KEE's employment until the expiry of the notice period.
- 31.8. During a period of notice of termination given by KEE, an employee will be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by KEE the employee will provide proof of attendance at an interview.
- 31.9. A redundant employee will be entitled to the payment of a job search allowance of up to \$2,000 to meet expenses associated with seeking other employment subject to proof of expenditure or on production of an invoice and/or other appropriate documentation. The employee's entitlement to claim the job search allowance is limited to a period of up to twelve (12) months from their termination of service with KEE or until the employee secures alternative employment, whichever is the sooner.
- 31.10. If the employee agrees to be redeployed by KEE into a lower paid position, the employee's existing salary and conditions will be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Agreement. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been

entitled to for the remainder of the period of salary maintenance will be paid on termination.

- 31.11. KEE will, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- 31.12. KEE will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- 31.13. In the event that KEE determines that a position is redundant, KEE where practicable, will firstly offer such redundancy on a voluntary basis.
- 31.14. Nothing in this agreement will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and KEEs bound by this agreement.
- 31.15. Nothing in this clause will restrict an employee with ten years service or more and KEE from agreeing to further severance payments.

32. CONSULTATIVE COMMITTEE

32.1. Aim

The parties to the enterprise agreement are committed to consultative and participative processes. There will be a consultative committee at KEE which will:

- (i) provide a forum for consultation between KEE and its employees;
- (ii) positively co-operate in workplace reform to enhance the efficiency and productivity of KEE and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

32.2. Size and Composition

- (i) The size and composition of the consultative committee will be two representatives of KEE's workforce.
- (ii) The consultative committee will include but not be limited to an employee representative the USU.

- (iii) Officers of the USU may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

32.3. Scope of consultative committee

- (i) The functions of the consultative committee will include:
 - (a) enterprise agreement implementation
 - (b) training
 - (c) consultation with regard to organisation restructure
 - (d) job redesign
 - (e) salary systems
 - (f) communication and education mechanisms
 - (g) performance management systems
 - (h) changes to variable working hours arrangements for new or vacant positions
- (ii) The consultative committee will not consider matters which are being or should be processed in accordance with clause 26 Grievance and Disputes Procedures of this Agreement.

32.4. Meetings and Support Services

- (i) The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to KEE should note the dissenting views.
- (ii) The consultative committee will meet as required.

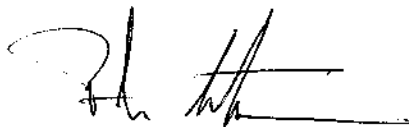
33. **RENEGOTIATION OF THE AGREEMENT**

The parties to this Agreement will meet to renegotiate the provisions contained herein three (3) months prior to 1 July 2013. Should there be no agreement between the parties the existing provisions will remain in force until rescinded by the making of a new Enterprise Agreement or terminated in accordance with the Act.

34. SIGNATORIES TO THE AGREEMENT

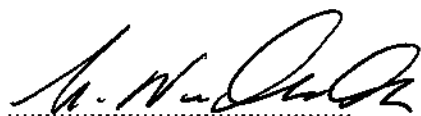
In signing this Agreement, the parties agree that the rates of pay and the implementation of the conditions provided for in this Agreement will take effect from the first pay period to commence on or after 1 January 2012.

SIGNED on behalf of
KEE
in the presence of


.....
Witness


.....
Company Secretary

SIGNED on behalf of the
NEW SOUTH WALES LOCAL
GOVERNMENT, CLERICAL ADMINISTRATIVE,
ENERGY, AIRLINES & UTILITIES UNION
In the presence of


.....
Witness


.....
General Secretary

SCHEDULE ONE

Part 1 *KIMBRIKI RECYCLING & WASTE DISPOSAL CENTRE*

POSITION NUMBER: Generic

DATE OF LAST REVIEW: April 2010

POSITION TITLE: Centre Attendant

GRADE: O3/1K to O3/9K

REPORTS TO: Works Co-Ordinator

STATUS: Permanent Part Time

HOURS: 70 hours per fortnight on a rotating roster of
four days on, three days off, three days on and
four days off within a fortnight period
Required to work either Saturday or Sunday

TEAM: Kimbriki

LOCATION: Kimbriki Centre

Part 2 *Position Details - Centre Attendant*

Main Purpose

- To act as part of the Kimbriki Operational team
- To provide courteous and efficient service to all users of the Kimbriki Centre
- To provide efficient service by performing a range of duties in a professional and competent manner.
- To provide site auditing of loads accepted for disposal and audit of receipts held by customers on the site
- To administer fees and charges to users of the Kimbriki Centre

Key Responsibilities

- Identify and manage all waste types – recyclables, landfill waste, unacceptable waste, as hazardous waste as it presents;
- Obtain and provide information to customers in a courteous and polite manner;
- Promote the good image and services of the Centre;
- Understand productivity and quality requirements and perform tasks to these standards;
- Work effectively in a professional team environment including personal presentation in accordance with KEE standards;
- Handle cash and use computer skills to operate computerised weighbridge system;
- Perform all duties as directed and act in accordance with KEE's Code of Conduct;
- Perform duties within the landfill area including removal of recyclable materials;
- Direct and where necessary control site traffic movements;
- Maintain effective communication with all staff members on site;
- Work in conjunction with site contractors
- Exercise Occupational Health Safety and Rehabilitation Responsibility, Accountability and Authority as detailed below and as outlined in OH&S procedure

Essential Requirements

- Ability to work as a team member with minimal supervision;
- Demonstrated knowledge of OH&S, Environmental Due Diligence, EEO and ethical work practises;
- Ability to provide a high standard of customer service;
- Demonstrated skills in communication with staff and customers;
- Ability to work independently when required;
- Physical ability to perform duties;
- Ability to evaluate and assess waste material entering the site;
- Cash handling ability including reconciliation at the end of day
- General Clerical skills
- Ability to undertake quality checks including ability to identify and, where possible rectify problems
- Ability to manage variable workloads that often have extended peak demands that may result in stressful situations;
- Willingness to work various shifts as required

- Willingness to develop competencies
- Hold a current NSW drivers Licence

Desirable Skills

- Experience in traffic control
- Possession of truck drivers licence (not essential)
- Knowledge of waste minimisation and waste management industry
- Ability and willingness to provide customers with physical assistance where required
- Experience with EFTPOS and electronic cash management.

SCHEDULE TWO

KEE

Part 3 Kimbriki Recycling and Waste Disposal Centre

KIMBRIKI WORKS CO-ORDINATOR

POSITION NUMBER: Generic

DATE OF LAST REVIEW: April 2010

POSITION TITLE: Kimbriki Works Co-Ordinator

GRADE: 04/1K to 04/9K

REPORTS TO: Kimbriki Operations Manager

STATUS: Permanent Full-time

HOURS: Average 38 hours per week
Roster to include either a Saturday or Sunday per week

TEAM: Kimbriki

LOCATION: Kimbriki Centre

POSITION SPECIFICATION

1. OBJECTIVES OF THE POSITION
 - 1.1 To ensure the provision of effective and efficient services that are based on quality and value for money.
 - 1.2 To lead and co-ordinate service teams.
 - 1.3 To instruct and supervise site operations including work of contractors.
 - 1.4 To ensure that processes, services and outcomes are developed around the values of openness, equity and integrity.

2. KEY RESPONSIBILITIES
 - 2.1 Ensure the delivery of effective and efficient service outcomes and ensure services delivered satisfy service agreements.
 - 2.2 Allocate and manage resources efficiently and effectively to ensure specified outcomes are met.
 - 2.3 Ensure staff are adequately instructed, trained and have the capabilities to meet their responsibilities. Work with the staff as deemed appropriate to accomplish a task.
 - 2.4 Provide ongoing evaluation and monitoring of service performance.
 - 2.5 Maintain site records as directed including site log.
 - 2.6 Communicate corporate and service goals, to staff, contractors, clients and visitors to the site.
 - 2.7 Contribute positively to performance of the Service Unit and to corporate performance as a whole.
 - 2.8 Demonstrate integrity, honesty and ensure a safe and fair workplace is maintained and that compliance with relevant legislation, Agreements, site agreement and KEE policies is achieved.
 - 2.9 Attend site training, meetings and forums as required.
 - 2.10 Exercise Occupational Health Safety and Rehabilitation Responsibility, Accountability and Authority as detailed below and as outlined in OH&S procedure 201

3. ESSENTIAL SKILLS

- 3.1 Demonstrated leadership skills and proven ability to manage and work with a range of work teams.
- 3.2 Proven supervisor experience in a landfill, waste industry, construction site or similar environment combined with management skill or qualifications.
- 3.3 Demonstrated ability to manage resources and develop and implement work schedules.
- 3.4 Demonstrated ability to provide customer service with continuous improvement.
- 3.5 Demonstrated written and oral communication skills and the ability to effectively negotiate and mediate.
- 3.6 Demonstrate problem solving skills and ability to apply innovative approaches to effectively respond to change.
- 3.7 Demonstrated understanding, commitment, and ability to apply EEO, OH&S, customer service and ethical practise principals.
- 3.8 Proven computer data entry experience with ability to operate the Wasteman system within the weighbridges.
- 3.9 Hold a current NSW Driver's Licence.