

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA24/02

TITLE: Kimbriki Environmental Enterprises Pty Ltd Operational Staff
Enterprise Agreement 2024-2026

CASE NO: 2023/453285

DATE APPROVED/COMMENCED: 21 December 2023 / 1 December 2023

TERM: 36 months

NEW AGREEMENT OR VARIATION: Replaces EA19/03

GAZETTAL REFERENCE: 19 January 2024

NUMBER OF PAGES: 45

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all Operational Staff employed at the Kimbriki Resources Recovery Centre by Kimbriki Environmental Enterprises Pty Ltd, located at 1 Kimbriki Road, Ingleside NSW 2101, who fall within the coverage of the Local Government (State) Award 2023.

PARTIES:

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

**KIMBRIKI ENVIRONMENTAL ENTERPRISES PTY LTD
OPERATIONAL STAFF ENTERPRISE AGREEMENT 2023 – 2026**

Table of Contents

1. Statement of Intent3

2. The Parties.....3

3. Duress3

4. Duration3

5. Anti-Discrimination..... 3

6. Definitions.....4

7. Relationship with the Award5

8. Purpose of Agreement.....5

9. Categories of Employees.....6

10. Hours of Work7

11. Skill Descriptors7

12. Rates of Pay12

13. Salary System14

14. Use of Skills.....15

5. Allowances, Additional payments and expenses16

16. Overtime.....16

17. Payment of Employees.....17

18. Salary Sacrifice18

19. Superannuation Fund Contributions.....19

20. Starting and Finishing on the job19

21. Future Vacancies.....19

22. Public Holidays.....19

23. Leave Provisions20

23.1 Sick Leave.....	20
23.2 Carers Leave	21
23.3 Annual Leave.....	23
23.4 Long Service Leave	23
23.5. Other Paid Leave.....	25
23.6 Leave Without Pay.....	27
23.7 Parental Leave (General)	27
23.8 Paid Parental Leave.....	28
23.9 Concurrent Parental Leave.....	30
23.10 Adoption Leave.....	30
23.11 Special Leave	31
23.12 Paid Family and Domestic Violence Leave	31
24. Flexible Work Arrangements and Phased Retirement.....	31
25. Appointment and Promotion.....	32
26. Training and Development.....	32
27. Government Funded Traineeships	33
28. Policies	35
29. Grievance and Dispute Procedures	35
30. Disciplinary Procedures	35
31. Work Health and Safety	38
32. Medical Examinations	39
33. Workplace Bullying	40
34. Termination of Employment	41
35. Workplace Change and Redundancy	41
36. Renegotiation of the Agreement.....	44
37. Signatories to the Agreement.....	44

1. Statement of Intent

- 1.1. This Agreement is made in accordance with the provisions of sections 29 to 47 of the *Industrial Relations Act 1996* (NSW) 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 operational employees of Kimbriki Environmental Enterprises Pty Ltd (KEE) in the areas addressed by the Agreement.
- 1.2. This Agreement will apply to Operational Staff employed at the Kimbriki Resource Recovery Centre by KEE.
- 1.3. The Agreement establishes the following working arrangements for applicable employees:
 - 1.3.1 agreed hours and rosters in accordance with clause 10 of this Agreement and overtime in accordance with clause 16 of this Agreement;
 - 1.3.2 meal allowance;
 - 1.3.3 appointment and promotion;
 - 1.3.4 where training is to be conducted outside rostered hours it will be paid in accordance with sub-clause 26.5 of this Agreement; and
 - 1.3.5 employees being offered regular medical examinations and pre-employment medical assessments for prospective employees considered for appointment in accordance with clause 32.

2. The Parties

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

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 December 2023 and will remain in force until 30 November 2026.

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 199* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, marital status, disability, homosexuality, transgender, sex, 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* (NSW), 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:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 5.4.3 any act or practice of a body established to propagate religion which is exempt under section 56(d) of the *Anti-Discrimination Act 1997* (NSW);
 - 5.4.4 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 <i>Industrial Relations Act 1996</i> (NSW).
Agreement:	Agreement will mean <i>Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2023 - 2026</i>
Award:	Award will mean the <i>Local Government (State) Award 2023</i> or any Award that replaces this Award.
CEO:	CEO will mean a person appointed by the Board as the Chief Executive Officer of KEE. When carrying out these duties, the CEO is acting on behalf of the Board.
Centre Attendant:	will mean an employee performing the duties as part of the Operational Team - identifying and managing all waste types and providing customer service.
KEE:	will mean Kimbriki Environmental Enterprises Pty Ltd.
Kimbriki Centre:	will mean the Kimbriki Resource Recovery Centre at 1 Kimbriki Road, Ingleside NSW 2101.
Operational Staff:	will mean an employee of KEE employed as either a Centre Attendant, or a Works Coordinator, or any employee in the operational salary band.
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 and Utilities Union.

Works Coordinator: will mean an employee leading and coordinating the Operational Team.

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. The Award is not otherwise incorporated into this Agreement.
- 7.2 Changes to the basic rates of pay and allowances which occur in the Award will be reflected in this Agreement. Such changes will be of the same quantum and operative on the same date as in the Award.
- 7.3 Any increases prescribed by this Agreement will be in addition to increases in the Award in accordance with sub-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 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 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:
 - 8.6.1 Establishing a positive direction for the future by working together.
 - 8.6.2 Improving productivity and performance management.
 - 8.6.3 Providing a flexible workforce and working arrangements to meet the needs of customers, employees and KEE.
 - 8.6.4 Developing employee skills that, in turn, will provide enhanced career opportunities and improved job satisfaction.
- 8.7 Key performance indicators (KPI's) have been developed by management in consultation with employees and Management will consult with the employees 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 for a part-time employee when they are 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 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 annual leave, sick leave and severance pay. Casual loading is not payable on overtime.

Casual employees engaged on a regular and systematic basis will have access to annual assessment under KEE's salary system.

A casual employee will not be offered to work overtime if a permanent employee is available to work that overtime.

Casual employees engaged for a period in excess of 12 months may request that KEE review the nature of their engagement. A review will examine whether the position is more appropriately filled by a permanent employee. In undertaking this review KEE will have regard to the following matters:

- 9.5.1 the genuine operational reasons that align with the nature of the role;
- 9.5.2 the service requirements of the position;
- 9.5.3 the seasonal nature of the role; and
- 9.5.4 any other relevant matter.

As a result of this review a casual employee may be invited to apply for a permanent position.

Carer's entitlements will be available for casual employees as set out in paragraph 23.2.8 of this Agreement.

Bereavement entitlements will be available for casual employees as set out in paragraph 23.5.2(v) of this Agreement.

10. Hours of Work

- 10.1 The ordinary hours of work for Centre Attendants at KEE will be a minimum of seventy (70) hours per fortnight based on a full time seventy-six (76) hour fortnight.
- 10.2 The ordinary hours of work for Works Coordinators at the Centre will be on average seventy-six (76) hours per fortnight.
- 10.3 Ordinary hours may be varied by KEE within the spread of hours to suit operational needs of the site by agreement.
- 10.4 Spread of Hours
- 10.4.1 The ordinary hours for all employees may be worked between 6am and 6pm Monday to Sunday inclusive and will not exceed twelve (12) hours in any one day, exclusive of unpaid meal breaks.
- 10.4.2 An unpaid meal break of at least thirty (30) minutes will be given and taken when reasonably practical. Employees not given the opportunity to commence a 30-minute meal break within the first seven (7) hours of work will receive a paid meal break equivalent to thirty (30) minutes pay at the ordinary rate.
- 10.4.3 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 a Works Coordinator to work one additional day within a 56-day cycle to complete a 76-hour fortnight on average. A Centre Attendant may be appointed to work to assist on both shifts with a roster of seven days per fortnight.
- 10.4.4 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 employee numbers or skill levels on either shift. At most this would occur twice a year and employees would be provided with a least one month's notice of such a shift rotation, which will be at KEE's discretion unless extenuating circumstances exist, in which case employees will be consulted.
- 10.4.5 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.
- 10.4.6 Employees on opposing shifts, may choose to swap shifts to suit unusual circumstances, with prior management approval. Shift swaps will be for a maximum of one day. A leave application will be required when more than one day is required.

11. Skill Descriptors

The Agreement structure consists of skill-based bands and levels that are defined according to the following skill descriptors:

11.1 Operational Band 1, Level 1

- 11.1.1 **Authority and accountability:** Completion of basic tasks with work closely monitored by the team leader or supervisor.
- 11.1.2 **Judgement and problem solving:** Judgement is limited and coordinated by other workers.
- 11.1.3 **Specialist knowledge and skills:** Specialist knowledge and skills are obtained through on-the-job training and employer-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.
- 11.1.4 **Management skills:** Not required.
- 11.1.5 **Interpersonal skills:** Limited to communications with other staff and possibly, with the public.
- 11.1.6 **Qualifications and experience:** Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work/skills experience is desirable.

11.2 Operational Band 1, Level 2

- 11.2.1 **Authority and accountability:** Responsible for completion of basic tasks with individual guidance or in a team.
- 11.2.2 **Judgement and problem solving:** Applies standard procedures with normally few if any options in the application of skills.
- 11.2.3 **Specialist knowledge and skills:** Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.
- 11.2.4 **Management skills:** Not required.
- 11.2.5 **Interpersonal skills:** Frequent communication with other staff and/or the public common but normally at a routine level.
- 11.2.6 **Qualifications and experience:** Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

11.3 Operational Band 1, Level 3

- 11.3.1 **Authority and accountability:** Responsible for completion of regularly occurring tasks with general guidance on a daily basis.
- 11.3.2 **Judgement and problem solving:** Judgement is required to follow predetermined procedures where a choice between more than two options are present.
- 11.3.3 **Specialist knowledge and skills:** Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.
- 11.3.4 **Management skills:** Some guidance/supervision may be required. May assist a co-ordinator/trainer with on-the job training.
- 11.3.5 **Interpersonal skills:** Skills required for exchange of information on straightforward matters.
- 11.3.6 **Qualifications and experience:** Suitable experience or qualifications in a number of defined skill areas.

11.4 Operational Band 1, Level 4

- 11.4.1 **Authority and accountability:** Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.
- 11.4.2 **Judgement and problem solving:** Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.
- 11.4.3 **Specialist knowledge and skills:** The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.
- 11.4.4 **Management skills:** Supervisory skills in the communication of instructions, training and the checking of work may be required.
- 11.4.5 **Interpersonal skills:** Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.
- 11.4.6 **Qualifications and experience:** Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

11.5 Administrative/Technical/Trades Band 2, Level 1

- 11.5.1 **Authority and accountability:** Responsible for the completion of work requiring the application of trades, administrative or technical skills.
- 11.5.2 **Judgement and problem solving:** Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.
- 11.5.3 **Specialist knowledge and skills:** Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.
- 11.5.4 **Management skills:** Positions may require skills in the supervision or co-ordination of small groups.
- 11.5.5 **Interpersonal skills:** Communication skills to explain situations or advise others.
- 11.5.6 **Qualifications and experience:** Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

11.6 Administrative/Technical/Trades Band 2, Level 2

- 11.6.1 **Authority and accountability:** Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.
- 11.6.2 **Judgement and problem solving:** Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.
- 11.6.3 **Specialist knowledge and skills:** Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.
- 11.6.4 **Management skills:** May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.
- 11.6.5 **Interpersonal skills:** In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

11.6.6 **Qualifications and experience:** Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

11.7 Administrative/Technical/Trades Band 2, Level 3

11.7.1 **Authority and accountability:** May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within KEE and to the public or other organisations.

11.7.2 **Judgement and problem solving:** Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

11.7.3 **Specialist knowledge and skills:** Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

11.7.4 **Management skills:** May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co- ordination to achieve specific outputs.

11.7.5 **Interpersonal skills:** Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

11.7.6 **Qualifications and experience:** An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

11.8 Professional/Specialist Band 3, Level 1

11.8.1 **Authority and accountability:** Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

11.8.2 **Judgement and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources within KEE, and assistance is usually available from other professional / specialist staff in the work area.

11.8.3 **Specialist knowledge and skills:** Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

11.8.4 **Management skills:** Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

11.8.5 **Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

11.8.6 **Qualifications and experience:** Professional / specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

11.9 Professional/Specialist Band 3, Level 2

- 11.9.1 **Authority and accountability:** Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
- 11.9.2 **Judgement and problem solving:** Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.
- 11.9.3 **Specialist knowledge and skills:** Experience in the application of technical concepts and practices requiring additional training are required at this level.
- 11.9.4 **Management skills:** May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.
- 11.9.5 **Interpersonal skills:** Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
- 11.9.6 **Qualifications and experience:** Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

11.10 Professional / Specialist Band 3, Level 3

- 11.10.1 **Authority and accountability:** Provides a professional advisory role to people within or outside KEE. Such advice may commit KEE and have significant impact upon external parties dealing with KEE. The position may manage several major projects or sections within a department of KEE.
- 11.10.2 **Judgement and problem solving:** Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.
- 11.10.3 **Specialist knowledge and skills:** The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.
- 11.10.4 **Management skills:** May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.
- 11.10.5 **Interpersonal skills:** Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside KEE and to liaise with external bodies.
- 11.10.6 **Qualifications and experience:** Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

11.11 Professional / Specialist Band 3, Level 4

- 11.11.1 **Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to KEE on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.
- 11.11.2 **Judgement and problem solving:** Positions would determine the framework for problem solving

or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or KEE in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

- 11.11.3 **Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of KEE or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
- 11.11.4 **Management skills:** Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.
- 11.11.5 **Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.
- 11.11.6 **Qualifications and experience:** Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan develop and control major elements of work.

12. Rates of Pay

- 12.1 The rates of pay are established for positions with the skills descriptors as defined in clause 11, Skill Descriptors of this Agreement.
- 12.2 The rates of pay are set out below in KEE’s salary system and includes a 10% loading on ordinary rates of pay to reflect a seven (7) day operation.

	3/7/2023 Hourly Rate	3/7/2023 Annual Salary
<u>O3</u> (Includes 10% Ops EA loading for 7-day operation)		(35 hour week)
1	\$29.5225	\$53,731.02
2	\$30.7316	\$55,931.49
3	\$32.0587	\$58,346.88
4	\$33.3991	\$60,786.35
5	\$34.9155	\$63,546.15
6	\$36.6430	\$66,690.29
7	\$38.4319	\$69,946.01
8	\$40.2190	\$73,198.64
9	\$42.0893	\$76,602.59
10	\$44.0465	\$80,164.69
11	\$46.0947	\$83,892.34

<u>O4</u> (Includes 10% ops EA loading for 7-day operation)		(38 hour week)
1	\$44.6744	\$88,276.58
2	\$46.9806	\$92,833.69
3	\$49.3233	\$97,462.77
4	\$50.6055	\$99,996.46
5	\$51.3516	\$101,470.72
6	\$53.1129	\$104,951.19
7	\$55.3436	\$109,359.03
8	\$57.6681	\$113,952.11

<u>A1</u>		(35 hour week)
1	\$31.9663	\$58,178.69
2	\$33.2461	\$60,507.82
3	\$34.8491	\$63,425.31
4	\$36.5663	\$66,550.72
5	\$38.3680	\$69,829.70
6	\$40.2483	\$73,251.96
7	\$42.2312	\$76,860.74
8	\$44.3174	\$80,657.67
9	\$46.4886	\$84,609.21

<u>A2/P1</u>		(35 hour week)
1	\$36.3057	\$66,076.41
2	\$37.7332	\$68,674.40
3	\$39.2143	\$71,369.97
4	\$40.7624	\$74,187.61
5	\$42.3704	\$77,114.16
6	\$44.0454	\$80,162.57
7	\$45.7863	\$83,331.01
8	\$47.9838	\$87,330.51

<u>A3/P2</u>		(35 hour week)
1	\$43.4407	\$79,062.03
2	\$45.1697	\$82,208.85
3	\$46.9535	\$85,455.31
4	\$48.8034	\$88,822.19
5	\$50.7381	\$92,343.27

6	\$52,7453	\$95,996.51
7	\$54,8312	\$99,792.83

P3 (Includes 10% ops EA loading for 7-day operation)		(38 hour week)
1	\$55,6524	\$109,969.06
2	\$57,8538	\$114,319.04
3	\$60,1550	\$118,866.20
4	\$62,5354	\$123,569.98
5	\$65,0101	\$128,459.87
6	\$67,5835	\$133,544.97
7	\$70,2703	\$138,854.05

P4		(35 hour week)
1	\$61,3187	\$111,600.09
2	\$63,7674	\$116,056.61
3	\$66,2826	\$120,634.38
4	\$68,9185	\$125,431.60
5	\$71,6390	\$130,383.01
6	\$74,4932	\$135,577.55
7	\$77,4493	\$140,957.78

12.3 Additional Payment

12.3.1 Subject to paragraph 12.3.3, an employee, other than a casual employee, with at least 12 months continuous service with KEE as at 30 June 2024, will be paid a gross lump sum payment of \$1000 or 0.5% of the employee's annual salary system rate of pay as at 30 June 2024, whichever is the greater. Such payment will be made in the first full pay period to commence on or after 1 July 2024.

12.3.2 Subject to paragraph 12.3.3, an employee, other than a casual employee, with at least 12 months continuous service with KEE as at 30 June 2025, will be paid a gross lump sum payment of \$1000 or 0.5% of the employee's annual salary system rate of pay as at 30 June 2025, whichever is the greater. Such payment will be made in the first full pay period to commence on or after 1 July 2025.

12.3.3 Eligible permanent part-time employees will receive the payments referred to in paragraphs 12.3.1 and 12.3.2 on a pro-rata basis, based on the regular ordinary hours worked.

13. Salary System

13.1 The salary system determines how employees are paid. An employee will be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

13.2 Positions will be assigned a salary grade(s) within the structure. A position may extend across more than

one grade in KEE's salary system or level as prescribed by clause 11 Skills Descriptors of this Agreement.

- 13.3 Progression through the salary system will be based upon the acquisition, use of skills and performance. Where skills-based progression is not reasonably available within the salary range for the position, employees will have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives will be set in consultation with the employee(s).
- 13.4 Subject to sub-clause 13.3, skills for progression relevant to the position will be assigned to each salary point/step within the grade or set at the annual assessment provided that such criteria will provide an opportunity to progress through the salary system.
- 13.5 KEE Management will conduct a performance review of all employees annually before 31 July in accordance with KEE's Performance Management Policy. Employees who demonstrate a performance level consistent with the job description and have achieved the objectives specified in their last review will be considered for progression to the next pay step within their salary band or a one-off bonus payment where there is no progression available. Such progression within the salary system will be dated from the first full pay period in July in that particular year. Employees who have not demonstrated a performance level consistent with the job description and/or specified objectives will be advised of the reasons they have not progressed within the salary system.
- 13.6 At the time of assessment, KEE will advise the employee of the relevant skills and/or reasonably achievable performance objectives required for the employee to progress to the next salary step and will review the employee's training needs.
- 13.7 Where KEE changes its salary system, employees will not suffer a reduction in pay or salary range.
- 13.8 An employee may appeal the outcome of their performance review in line with the Grievance and Dispute procedures of this Agreement and KEE policies.

14. Use of Skills

- 14.1 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.
- 14.2 KEE may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 14.3 The skills paid for will not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by KEE to be used as an adjunct to the employee's normal duties.
- 14.4 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.
- 14.5 Higher Grade

14.5.1 An employee required by KEE to relieve in a position which is at a higher level within the salary system will be paid for that relief. The rate to be paid will be determined by considering the skills/experience applied by the employee relieving in the position but will be at least the minimum rate for that Grade.

14.5.2 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.

15. Allowances, Additional Payments and Expenses

15.1 Except as otherwise provided in this Agreement, ordinary hours worked on a Saturday or Sunday will attract a 32.5 % penalty rate in addition to the ordinary hourly rate of pay.

15.2 The rates of pay do not include the Adverse Working Conditions Allowance (Level 2), which will be paid in addition to the rate of pay detailed above. The Adverse Working Conditions Allowance (Level 2) is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties engaged at a garbage tip. The Adverse Working Conditions Allowance will be \$47.27 per week for full-time employees, or \$1.244 per hour for part time or casual employees.

15.3. The rates of pay do 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 \$17.00 per week.

15.4 Skill Levels relative to Salary Steps for Centre Attendants 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 multiple areas of site operation.

Steps 7 – 9 Will mean an experienced employee capable and willing to gain core competency within all areas of site operation.

Steps 10 –11 Will mean an experienced employee competent in areas of landfill and weighbridge operation who is capable of undertaking the role of senior site representative and act as a Works Co-ordinator as required.

16. Overtime

16.1 Overtime is payable when an employee is directed to work in excess of seventy- six (76) hours over the fortnightly roster cycle or outside the spread of hours (refer to sub-clause 10.4). The Overtime rate is one and three quarters their ordinary rate of pay (i.e. 1.75).

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

16.1.1 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

- 16.1.2 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
- 16.2 Employees called to work overtime on a day they are usually rostered off will receive one (1) additional hour pay from the time they commenced duties to compensate for the call out, in addition to the overtime hours worked. 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. Where there is a prior agreement, an employee may elect to be granted time in lieu equivalent to the actual hours worked.
- 16.3 A casual employee will not be offered or directed 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 is directed to work in excess of seventy-six (76) hours per fortnightly roster cycle in accordance with this clause.
- 16.4 Call Back
- 16.4.1 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.
- 16.4.2 Any employee who is called back to work as defined in paragraph 16.4.1, 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.
- 16.5 Meal Allowance
- 16.5.1 An employee who, having been so directed, works overtime for two (2) or more hours prior to the agreed commencing time will be paid a meal allowance of \$16.53.
- 16.5.2 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 \$16.53.
- Thereafter, a further meal allowance of \$16.53 will be paid after each subsequent four (4) hours worked
- 16.5.3 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 \$18.23 for that days' work.
- The meal allowances set out in sub-clause 16.5 above will not be payable where, by agreement, a meal is provided by KEE.

17. Payment of Employees

- 17.1 KEE will pay by the fortnight. Any other pay period will be by agreement between KEE and the employees affected.

- 17.2 KEE will pay by direct credit to the employee's nominated account.
- 17.3 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.
- 17.4 KEE will be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 17.5 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.

18. Salary Sacrifice

- 18.1 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.
- 18.2 Benefits that may be salary sacrificed include: 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.
- 18.3 The value of the benefits will be agreed between KEE and employee and will include fringe benefits tax where applicable.
- 18.4 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.
- 18.5 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.
- 18.6 The employee's gross pay is their pre-tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 18.7 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.
- 18.8 The value of salary sacrifice benefits and applicable fringe benefits tax will be ordinary pay for calculating overtime and termination payments.
- 18.9 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 18.10 KEE will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 18.11 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.

18.12 A salary sacrifice arrangement will cease on the day of termination of employment.

18.13 A salary sacrifice arrangement will be suspended during periods of leave without pay.

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

19. Superannuation Fund Contributions

19.1 Subject to the provisions of the relevant legislation, KEE will make superannuation contributions to Active Super or to any other superannuation fund of the employee's choice in accordance with the relevant legislation.

19.2 Compulsory employer superannuation guarantee contributions for Centre Attendants will be based on hours worked up to 76 hours per fortnight.

19.3 Compulsory employer superannuation guarantee contributions for Works Coordinators will be based on a fixed thirty-eight (38) standard hours per week basis.

20. Starting and Finishing on the job

All employees must sign both in and out for each shift.

21. Future Vacancies

21.1 Any vacancy caused through resignation or transfer will be reviewed.

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

22. Public Holidays

22.1 Public holidays are provided for in the *Public Holidays Act 2010* (NSW) as amended from time to time.

22.2 In addition to the days provided in sub-clause 22.1 employees who are Aboriginal and Torres Strait Islanders will be entitled to one day leave during NAIDOC week so that they can participate in National Aboriginal and Islanders Day celebrations.

22.3 All employees who are working on their agreed roster and are required to work on a public holiday set out in this clause will be paid at double time and three quarters their ordinary rate of pay (i.e. 2.75). All employees 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. Employees whose rostered day off falls on a public holiday will not be paid for the holiday.

22.4 KEE will operate on the Union Picnic Day. Union Picnic Day will for purposes of this Agreement be regarded as a public 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 (i.e. 2.75). The financial members of the Union who are not required to work on Picnic Day will receive a day's leave accrued to their 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.

23. Leave Provisions

23.1 Sick Leave

23.1.1 Employees who are unable, due to sickness, to attend for work will be entitled during each year of service to 3 weeks sick leave at the ordinary rate of pay, subject to the following conditions:

- (i) KEE will be satisfied that the sickness is such that it justifies the time off, and
- (ii) that the illness or injury does not arise from engaging in other employment, and
- (iii) 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
- (iv) when requested, proof of illness will indicate the employee's inability to undertake their normal duties.
- (v) where a person is employed on a fixed term or temporary basis of less than twelve (12) months duration the employee will be entitled to thirty-five (35) hours sick leave on commencement. The employees will be entitled to a further thirty-five (35) hours sick leave after each four (4) months of continuous service.

23.1.2 Proof of illness will include certification from a qualified medical/health practitioner, registered with the appropriate government authority.

23.1.3 KEE may require employees to attend a doctor nominated by KEE at KEE's cost and, if such attendance is in employee's own time, payment for the time on a reasonable time basis.

23.1.4 Where an employee has had five (5) years' service 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.

23.1.5 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.

23.1.6 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.

23.1.7 Section 50 of the *Workers Compensation Act 1987* (NSW) dealing with the relationship between sick leave and workers compensation applies.

23.1.8 This sub-clause applies where KEE is satisfied that an employee has a terminal illness, being a diagnosed disease or condition, which cannot be cured and is likely to lead to death. If such an

employee is unable to attend work or perform the duties of the position in the foreseeable future on account of their condition, then the employee will be entitled to request continued access to the employee's accrued sick leave until the leave is exhausted; the employee dies; or the employee uses 48 weeks of accrued sick leave, whichever occurs first. KEE will not unreasonably refuse such a request.

23.2 Carers Leave

23.2.1 Use of sick leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraphs 23.2.4(ii), who needs the employee's care and support, will be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement provided for at sub-clause 23.1 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

- 23.2.2 (i) 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.
- (ii) Where more than ten (10) days carers leave in any year is to be used for caring purposes KEE and employee will discuss appropriate arrangements which, as far as practicable, take account of KEE's and the employee's requirements.
- (iii) Where the parties are unable to reach agreement the grievance and disputes procedures at clause 29 of this Agreement should be followed.

23.2.3 The employee will, if required,

- (i) 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
- (ii) establish by production of documentation acceptable to 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 sub-clause where another person has taken leave to care for the same person.

23.2.4 The entitlement to use sick leave in accordance with this sub-clause is subject to:

- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (a) a spouse of the employee; or
- (b) 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
- (c) a child or an adult child (including an adopted child, a stepchild, foster child or an ex nuptial child), parent (including a foster parent, stepparent 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

- (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:

“Relative” means a person related by blood, marriage or affinity.

“Affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and

“Household” means a family group living in the same domestic dwelling.

23.2.5 An employee may elect, with the consent of KEE, to take unpaid leave for the purpose of providing care and support to a person who is ill or who requires care due to an unexpected emergency.

23.2.6 An employee will, wherever practicable, give 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 KEE by telephone of such absence at the first opportunity on the day of absence.

23.2.7 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 who is ill or requires care due to an unexpected emergency. Such leave will be taken in accordance with clause 23.3 Annual Leave and clause 23.6 Leave Without Pay of this Agreement.

23.2.8 Carer's Entitlement for Casual Employees

- (i) Subject to the evidentiary and notice requirements in paragraphs 23.2.8(ii) and 23.2.8(iii) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in paragraph 23.2.4(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (ii) KEE and the casual employee will agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) KEE must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of KEE to engage or not to engage a casual employee are otherwise not affected.

23.2.9 An employee, other than a casual employee, with responsibilities for an assistance animal, may in accordance with this sub-clause, use any current or accrued sick leave entitlement, for absences where an assistance animal that is ill or injured requires veterinary care.

For the purposes of this sub-clause an 'assistance animal' is defined in a manner consistent with section 9 of the Disability Discrimination Act 1992 (Cth) to be guide dogs, hearing assistance dogs and trained animals (excluding working dogs) that are trained:

- (i) to assist a person with a disability to alleviate the effect of the disability; and
- (ii) to meet standards of hygiene and behaviour that are appropriate for an animal in a public place.

23.3 Annual Leave

23.3.1 Annual leave consisting of four (4) weeks and two (2) days at the ordinary rate of pay, balance exclusive of public holidays observed on working days will be granted to an employee, after each twelve (12) months service and, will be taken as soon as is mutually convenient after its accrual. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. Annual leave will be required to be taken on a roster basis.

23.3.2 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.

23.3.3 KEE will pay each employee on a fortnightly basis during the annual leave period.

23.3.4 On resignation or termination of employment, KEE will pay to the employee any accrued but unused annual leave.

23.3.5 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.

23.3.6 Annual leave will be required to be taken on a roster basis. The minimum period for such leave will be one (1) day unless special circumstances prevail. Employees may change the roster by mutual agreement between themselves and the works coordinator.

23.3.7 Recrediting annual leave and Long Service Leave

- (i) An employee who becomes ill or injured whilst on annual or long service leave is entitled to have the leave recredited and replaced with sick leave subject to KEE being satisfied that:
 - (a) the illness or injury resulted in the employee being unable to derive benefit from the leave, and
 - (b) the illness or injury did not arise from the employee engaging in other employment, and
 - (c) the period of illness or injury is at least five (5) consecutive working days, and
 - (d) the employee will be returning to work at the conclusion of the leave; and
 - (e) the employee has enough sick leave to cover the period of illness or injury.
- (ii) KEE may require the employee to provide satisfactory medical evidence to justify the recrediting of the annual leave.

23.4 Long Service Leave

23.4.1 (i) An employee (other than a casual) 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

- (ii) A casual employee will be entitled to long service leave in accordance with the *Long Service Leave Act 1955* (NSW), provided that in calculating the employee's long service leave entitlement there will be a deduction of the long service leave accrued as a casual employee prior to 1 July 2023.

Note: prior to 1 July 2023 the casual loading compensated casual employees for long service leave.

- (iii) Where an employee (other than a casual) 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.

- 23.4.2 (i) An employee who is entitled to long service leave may, with the consent of KEE, take long service leave:

- (a) on full pay; or
- (b) on half pay; or
- (c) on double pay.

- (ii) When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

- (a) a period of leave on full pay - the number of days so taken; or
- (b) a period of leave on half pay - half the number of days so taken; or
- (c) a period of leave on double pay - twice the number of days so taken.

- (iii) When an employee takes long service leave, the period of service for the purpose of leave accruals will be as follows:

- (a) a period of leave on full pay - the number of days so taken; or
- (b) a period of leave on half pay-half the number of days so taken; or
- (c) a period of leave on double pay - the number of days so taken.

- (iv) Employees that take long service leave at half pay or double pay will not be disadvantaged nor obtain a windfall gain in relation to superannuation contributions

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

- (ii) Payment to an employee proceeding on long service leave will be made by KEE at the

employee's ordinary rate of pay calculated according to how the leave is taken (i.e. either full, half, or double ordinary pay) for the period of long service leave either at the time the employee enters upon the leave by agreement or through the usual pay periods.

- (iii) Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 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 12 months immediately preceding the long service leave or the right to payment under this sub-clause.
- (iv) 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.

23.4.4 For the purpose of calculating long service leave entitlement in accordance with paragraph 23.4.1, 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.

23.4.5 For the purpose of this clause, service will include the following periods: -

- (i) Any period of service with any of His Majesty's Forces provided that the employee enlisted or was called up direct from the service of KEE.
- (ii) Service will mean all service with KEE irrespective of the classification under which the employee was employed.

23.4.6 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.

23.4.7 Long service leave will be exclusive of annual leave and any other holidays as prescribed by clause 22, Public Holidays of this Agreement, occurring during the taking of any period of long service leave.

23.4.8 When the service of an employee is terminated by death 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.

23.4.9 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.

23.4.10 An employee who is entitled to long service leave, may, with the consent of KEE, cash out a particular amount of Excess Long Service Leave. Excess long Service Leave means the long service leave that an employee has accrued under the Agreement that is in excess of the long service leave that the employee would have accrued if covered by section 4 of the *Long Service Leave Act 1955* (NSW).

Each cashing out of a particular amount of Excess Long Service Leave must be by separate agreement between KEE and the employee.

23.5 Other Paid Leave

23.5.1 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.

23.5.2 Bereavement Leave

- (i) Subject to this clause, where an employee, other than a casual, is absent from duty because of the death of a person and provides satisfactory evidence of such, the employee will be entitled to bereavement leave as follows:
 - (a) Up to four days paid bereavement leave upon the death of a member of the employee's immediate family; or
 - (b) Up to two days paid bereavement leave upon the death of a member of the employee's extended family;
- (ii) For the purposes of this clause, immediate family will mean the following:
 - (a) a spouse or de facto partner of the employee;
 - (b) a child of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010* (Cth));
 - (c) a parent of the employee;
 - (d) a sibling of the employee;
 - (e) a grandchild of the employee;
 - (f) a grandparent of the employee;
 - (g) a child of the spouse or de facto partner of the employee (including a miscarriage, or stillborn as defined in section 6 of the *Paid Parental Leave Act 2010* (Cth));
 - (h) a parent of the spouse or de facto partner of the employee;
 - (i) a sibling of the spouse or de facto partner of the employee; or
 - (j) a grandchild of the spouse or de facto partner of the employee; or
 - (j) a member of the employee's extended family living in the same domestic dwelling as the employee.
- (iii) For the purposes of this clause, extended family will mean the following:
 - (a) a niece of the employee;
 - (b) a nephew of the employee;
 - (c) an uncle of the employee;
 - (d) an aunt of the employee;
 - (e) a grandparent of the spouse or de facto partner of the employee;
 - (f) the spouse or de-facto partner of the employee's child (son in law or daughter in law).

- (iv) KEE may grant an employee additional bereavement leave if satisfied that extenuating circumstances exist.
- (v) Bereavement Entitlements for Casual Employees
 - (a) Subject to providing satisfactory evidence, casual employees are entitled to not be available to attend work, or to leave work upon the death of a person as provided in paragraph 23.5.2 (ii) and (iii).
 - (b) The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) KEE must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of KEE to engage or not engage a casual employee are otherwise not affected.

23.5.3 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.

23.5.4 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.

23.6 Leave Without Pay

23.6.1 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 calculating 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.

23.6.2 An employee will not be entitled to any payment for public holidays during an absence on approved leave without pay.

23.6.3 An employee may elect, with the consent of KEE, to take unpaid leave for the purpose of providing care and support to a person who is ill or who requires care due to an unexpected emergency

23.7 Parental Leave (General)

Relationship with federal legislation – Clauses 23.7, 23.8 and 23.10 of this Agreement will apply in addition to:

23.7.1 Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and

23.7.2 the *Paid Parental Leave Act 2010* (Cth).

Note: Division 5 of the *Fair Work Act 2009* (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave

- unpaid special maternity leave
- transfer to a safe job and no safe job leave

23.8 Paid Parental Leave

23.8.1 An employee can elect to receive one of the following leave options in connection with the birth of a child, if they meet the relevant eligibility criteria:

- Option 1: Parental Leave Make Up Pay (inclusive of PPL instalments), or
- Option 2: Paid Maternity Leave.

23.8.2 Option 1: Parental Leave Make Up Pay

(i) Definitions – in this clause:

- (a) *PPL instalments* will mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- (b) *parental leave make-up pay* will mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for six (6) months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours will be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

(ii) Eligibility

- (a) This clause will apply to employees who are receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who have had at least 12 months continuous service with KEE immediately prior to the commencement of paid parental leave.
- (b) This clause will not apply to employees who elect to receive paid maternity leave.
- (c) This clause will not apply where another employee of KEE receives paid maternity leave in connect with the pregnancy or birth of the child.

(iii) Entitlement to parental leave make-up pay

- (a) An employee will be entitled to parental leave make up pay for the period that they are receiving PPL instalments, up to a maximum of 26 weeks.
- (b) Parental leave make-up pay will be counted as service for the purposes of long service, annual and sick leave accruals and superannuation.
- (c) Requalification period – An employee will 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.

23.8.3 Option 2: Paid Maternity Leave

(i) Definitions – in this clause:

Paid maternity leave will mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

(ii) Eligibility

- (a) This clause will apply to full time and part time female employees who have had at least 12 months continuous service with KEE immediately prior to the commencement of maternity leave and to female casual employees who have worked on a regular and systematic basis with KEE for at least 12 months prior to the commencement of maternity leave.
- (b) Requalification period: An employee will not be entitled to a further period of paid maternity leave unless the employee has returned to work for KEE for at least three (3) months since their previous period of paid maternity leave.
- (c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.
- (d) This clause will not apply to employees who elect to receive parental leave make up pay.
- (e) This clause will not apply where another employee of KEE receives parental leave make-up pay in connection with the pregnancy or birth of the child.

(iii) Entitlement to paid maternity leave

- (a) Paid maternity leave will be for nine (9) weeks on full pay or 18 weeks at half pay, or a combination of full pay and half pay that does not exceed the equivalent of nine (9) weeks on full pay.
- (b) Payment for paid maternity leave is to be based on the employee's ordinary pay applicable prior to the commencement of the leave period. Permanent part time employees will be paid on a pro-rata basis calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's ordinary pay in the 12 months immediately prior to the employee commencing paid maternity leave.
- (c) Employees may choose to commence paid maternity leave before the expected date of birth.
- (d) The period of paid maternity will be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary pay.
- (e) Paid maternity leave will be exclusive of public holidays. Where a public holiday falls during a period where the employee has taken either paid maternity 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.

(iv) Notice of intention to take paid maternity leave

The employee must:

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

23.9 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent will be entitled to up to two weeks paid concurrent parental 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.

23.10 Adoption Leave

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

23.10.2 Pre-adoption Leave

- (i) 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 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (ii) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:
 - (a) single continuous period of up to 2 days; or
 - (b) any separate periods to which the employee and KEE agree.

23.10.3 Adoption Leave

- (i) An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

AGE OF CHILD AT THE DATE OF PLACEMENT	ENTITLEMENT
Less than five (5) years of age	Nine (9) weeks full pay, or 18 weeks half pay
Between five (5) years of age and less than 16 years of age	Four (4) weeks full pay, or 8 weeks half pay

- (ii) Notwithstanding the above, where the adopted child is aged between Five (5) years of age and less than 16 years of age at the date of placement with the employee and there are special needs and reasons in the child's life, KEE will not unreasonably refuse to grant up to nine weeks paid adoption leave at full pay or 18 weeks paid adoption leave at half pay.
- (iii) This sub-clause will not apply where an employee receives parental leave make-up pay in connection with the adoption of the child.

23.10.4 Family reunion leave

- (i) An employee, other than a casual, able to establish that they were adopted under a "closed adoption" practice will be entitled to up to five (5) days family reunion leave from their accumulated sick leave balance to reunite with their biological parent(s) for the first time.
- (ii) For the purpose of this sub-clause "closed adoption" means an adoption whereby the record of the biological parent(s) is kept sealed, and the adopted child is thereby prevented from knowing the identity of such biological parent(s).

23.11 Special Leave

23.11.1 KEE may grant special leave, either with pay or without pay, to an employee for a period as determined by KEE to cover any specific matter approved by KEE, including but not limited to:

- (i) leave for victims of family and domestic violence; or
- (ii) leave for engaging in a voluntary emergency management activity; or
- (iii) compassionate leave for employees facing unforeseen circumstances such as injury or terminal illness; or
- (iv) leave to attend to duties as a member of the Australian Defence Force, provided such leave is consistent with the *Defence Reserve Service (Protection) Act 2001* (Cth).

Note:

Section 31 of the *Defence Reserve Service (Protection) Act 2001* (Cth) provides that the period of absence on defence service other than “continuous full-time defence service is taken to be paid service in employment.

23.11.2 Periods of leave without pay will not be regarded as service for the purpose of computing entitlements under this Agreement. Such periods of leave without pay will not however, constitute a break in the employee’s continuity of service.

23.11.3 An employee will not be entitled to any payment for public holidays during an absence on approved leave without pay.

23.12 Paid Family and Domestic Violence Leave

As per Subdivision CA of Division 7 of Part 2-2 of the *Fair Work Act 2009* (Cth) all employees can access 10 days of paid family and domestic violence leave during each 12-month period of employment. This includes part-time and casual employees. The entitlement does not accumulate from year to year.

24. Flexible Work Arrangements and Phased Retirement

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

- 24.1.1 Part-time work;
- 24.1.2 Time of in lieu;
- 24.1.3 Leave without pay, annual leave, long service leave;
- 24.1.4 Job sharing arrangements;
- 24.1.5 Variations to ordinary hours and rosters;
- 24.1.6 Job redesign

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

25. Appointment and Promotion

- 25.1 Appointment and promotion will be in accordance with the Kimbriki Recruitment and Selection Policy.
- 25.2 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 sub-clause 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.
- 25.3 When the decision is being made to appoint a person to a position:
- 25.3.1 only a person who has applied for an appointment to the position may be selected; and
 - 25.3.2 from among the applicants eligible for appointment, the applicant who has the greatest merit is to be selected.
- 25.4 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:
- 25.4.1 request in writing the reasons as to why they were not appointed: and
 - 25.4.2 upon such request KEE will supply the reasons in writing
- 25.5 The merit of the persons eligible for appointment to a position is to be determined according to:
- 25.5.1 the nature of the duties of the position; and
 - 25.5.2 the abilities, qualifications, experience and standard of work performance of those persons relevant to those duties.
- 25.6 All prospective employees being considered for appointment to positions will be required to undertake a pre-employment medical assessment as per clause 32, Medical Examinations, of this Agreement.
- 25.7 Subclauses 25.1 to 25.4 of this clause do not apply to any appointment which is made by way of demotion or lateral transfer unless KEE decides that those sub-clauses are to apply to the appointment.
- 25.8 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.

26. Training and Development

- 26.1 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.
- 26.2 The training plan will, where appropriate, provide for training that is consistent with industry and/or nationally determined competency based standards.
- 26.3 The training plan will provide for the assessment and recognition of an employee's current competencies

where possible.

- 26.4 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 development plan.
- 26.5 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.
- 26.6 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 a minimum three (3) hours of payment if within normal operating hours. An unpaid meal break will be provided prior to the meeting.
- 26.7 Toolbox meetings conducted before or after the commencement of ordinary working hours with minimum payment of one hour at ordinary rates of pay.

27. Government Funded Traineeships

- 27.1 27.1.1 The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment to enhance the skill levels and future employment prospects of trainees.
- 27.1.2 The system is neither designed nor intended for those who are already trained and job ready.
- 27.1.3 Nothing in this sub-clause will be taken to replace the prescription of training requirements for all other employees bound by this Agreement.
- 27.2 Except as in hereinafter provided, all other terms and conditions of this Agreement will apply.
- 27.3 27.3.1 This sub-clause will apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and KEE will be bound by a training agreement made in accordance with this Agreement and will not operate unless this condition is met.
- 27.3.2 A traineeship will not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority
- 27.4 KEE will ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and will ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.
- 27.5 KEE will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 27.6 Training will be directed at:

- 27.6.1 the achievement of key competencies required for successful participation in the workplace and /
or
- 27.6.2 the achievement of competencies required for successful participation in an industry.
- 27.7 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme will not be given approval. An application for approval of a Traineeship Scheme will identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 27.8 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) will not apply to KEE bound by this Agreement, except in relation to ATS or CST trainees who commenced a traineeship with KEE before KEE was bound by this Agreement.
- 27.9 27.9.1 Trainees will not displace existing employees from employment.
- 27.9.2 Trainees will only be engaged in addition to existing staff positions and employment levels.
- 27.9.3 The provisions of paragraph 27.9.2 above do not apply to the engagement of Indigenous trainees.
- 27.10 A trainee will be engaged on a full-time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant KEE and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause will not restrict KEE's ability to engage a trainee under a school-based traineeship.
- 27.11 27.11.1 KEE will not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 27.11.2 Where KEE chooses not to continue the employment of a trainee upon the completion of the traineeship, it will notify the relevant state training authority as appropriate, of its decision.
- 27.12 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with KEE on the successful completion of the traineeship, will not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 27.13 The trainee will be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.
- 27.14 Where the employment of a trainee by KEE is continued after the completion of the traineeship period, such traineeship period will be counted as service with KEE for the purposes of this Agreement or any other legislative entitlements.
- 27.15 Wages
The weekly amount of pay payable to trainees will be defined according to the Skill Descriptors clause 11 of this Agreement.

28. Policies

- 28.1 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).
- 28.2 Significant changes to any KEE Policies or Procedures will include consultation with employees in accordance with KEE's Communication & Consultation Procedure".
- 28.3 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.

29. Grievance and Dispute Procedures

- 29.1 At any stage of the procedure, the employee(s) may be represented by their Union or its local representative/delegate and KEE represented by a legal practitioner.
- 29.2 The Union representative will have reasonable time, without loss of pay, to discuss a grievance, dispute or concern regarding workplace bullying with management at the local level where prior approval is sought. Such approval will not be unreasonably withheld.
- 29.3 A grievance or dispute will be dealt with as follows:
 - 29.3.1 The employee(s) will notify the supervisor, or other authorised officers of any grievance or dispute and the remedy sought, in writing.
 - 29.3.2 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.
 - 29.3.3 If the matter remains unresolved, the CEO will provide the employee(s) with a written response.
 - 29.3.4 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.
- 29.4 The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.
- 29.5 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. Nothing in this clause will prevent KEE from temporarily adjusting work practices, where appropriate, to eliminate or control work, health and safety risks.
- 29.6. Disputes concerning industrial matters arising about the employment of KEE employees will be referred to the Industrial Relations Commission of New South Wales.

30. Disciplinary Procedures

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

- 30.1.2 Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.
 - 30.1.3 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.
 - 30.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.
 - 30.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.
- 30.2 KEE's Rights and Obligations: Notwithstanding the procedures contained below, KEE will:
- 30.2.1 Be entitled to suspend an employee with or without pay during the investigation process provided that:
 - (i) 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.
 - (ii) 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.
 - (iii) The suspension will not affect the employee's continuity of service for the purposes of accruing leave entitlements.
 - (iv) KEE will not unreasonably refuse an application for paid leave under this provision.
 - (v) By agreement an employee may be transferred to another position.
 - 30.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.
 - 30.2.3 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.
 - 30.2.4 In appropriate circumstance be entitled to terminate an employee's services in accordance with clause 34.
 - 30.2.5 Be entitled to request the presence of a legal representative at any stage.
- 30.3 Workplace Investigations
- 30.3.1 The parties to the Agreement have agreed on guidelines ("Guidelines") concerning workplace investigations.
 - 30.3.2 Failure to comply with the Guidelines may be used as evidence that a person or KEE has failed to properly conduct or speedily conclude a workplace investigation. However, a person or KEE cannot be prosecuted only because of a failure to comply with the Guidelines.
 - 30.3.3 Upon becoming aware of possible unsatisfactory work performance or conduct by an employee KEE may decide to investigate.
 - 30.3.4 Workplace investigations are a process by which employers gather information to assist KEE to make

an informed decision. Workplace investigations typically involve enquiring, collecting information and ascertaining facts.

30.3.5 When deciding whether to investigate possible unsatisfactory work performance or conduct, factors that KEE should consider include:

- (i) the seriousness of the possible unsatisfactory work performance or conduct;
- (ii) how recent the possible unsatisfactory work performance or conduct occurred;
- (iii) potential implications in not undertaking an investigation;
- (iv) whether there have been concerns, threats or allegations made against the employee previously by any complainant;
- (v) whether the complaint itself has been copied to others, thereby indicating that any allegation about work performance or conduct may be vexatious, punitive or harassment; and
- (vi) whether there are any mitigating factors (for example drug/alcohol dependency, health issues including mental health issues, or family/domestic violence issues).

30.3.6 KEE will properly conduct and speedily conclude workplace investigations concerning possible unsatisfactory work performance or conduct.

30.4 Procedures

30.4.1 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 the Business Integrity Policy. 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.

30.4.2 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.

30.4.3 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.

30.4.4 If the employee's work performance or conduct does not improve after the final warning penalties may be imposed by KEE in accordance with sub-clause 30.5.

30.4.5 All formal warnings will be in writing.

30.4.6 Nothing in this clause will affect 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 sub-clause 30.5 without the requirement to issue a warning.

30.4.7 Union representatives 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.

30.5 Penalties

After complying with the requirements above, KEE may:

30.5.1 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.

30.5.2 Suspend an employee without pay from work for a specified period of time.

30.5.3 Terminate the employment of the employee.

31. Work Health and Safety

31.1 KEE will provide a safe place of work and work practices in accordance with the provisions of the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulations 2017* (NSW) including appropriate provision for employees with regard to shelter and amenities.

31.2 Employees must take reasonable care of the health and safety of themselves and others and cooperate with KEE in its efforts to comply with work health and safety requirements.

31.3 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.

31.4 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.

31.5 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 employee's responsibility to ensure water containers are filled during breaks.

31.6 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 KEE 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.

31.7 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.

31.8 For the purposes of this sub-clause, the following definitions will apply:

31.8.1 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.

31.8.2 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.

31.8.3 When KEE engages a labour hire business and/or a contract business to perform work wholly or partially on KEE’s premises KEE will do the following (either directly, or through the agency of the labour hire or contract business):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) 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
- (iv) 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.

31.8.4 Nothing in this sub-clause 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*.

31.8.5 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 29 of this Agreement.

31.8.6 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.

32. Medical Examinations

32.1 KEE will offer all employees regular medical examinations for:

32.1.1 Lung Capacity (including chest X-ray if required);

32.1.2 Skin Checks; and

32.1.3 Hepatitis and tetanus injections.

32.2 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.

- 32.3 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).

33. Workplace Bullying

- 33.1 The parties to this Agreement are committed to:
- 33.1.1 eliminating bullying in the workplace; and
 - 33.1.2 pursuing legislative change to give the Industrial Relations Commission of New South Wales the power to make any order it considers appropriate (other than an order requiring payment of a pecuniary penalty amount) to prevent workers from being bullied at work
- 33.2 'Bullying' will mean conduct at work where a person or group of people repeatedly act unreasonably towards an employee or group of employees, and that behaviour creates a risk to health and safety.
- 33.3 Bullying behaviour may involve, but is not limited to, any of the following types of behaviour:
- 33.3.1 Aggressive, threatening, or intimidating conduct;
 - 33.3.2 Belittling or humiliating comments;
 - 33.3.3 Spreading malicious rumours;
 - 33.3.4 Teasing, practical jokes or 'initiation ceremonies';
 - 33.3.5 Exclusion from work-related events;
 - 33.3.6 Unreasonable work expectations, including too much or too little work, or work below or beyond an employee's skill level;
 - 33.3.7 Displaying offensive material; and
 - 33.3.8 Pressure to behave in an inappropriate manner.
- 33.4 Reasonable management action carried out in a reasonable manner will not constitute bullying behaviour
- 33.5 Examples of reasonable management action may include, but are not limited to:
- 33.5.1 Performance management practices;
 - 33.5.2 Disciplinary action for misconduct;
 - 33.5.3 Informing an employee about unsatisfactory work performance or inappropriate work behaviour;
 - 33.5.4 Directing an employee to perform duties in keeping with their job;
 - 33.5.5 Legitimately implementing a KEE policy or administrative process;

33.5.6 Maintaining reasonable work goals and standard;

33.5.7 Legitimately exercising a regulatory function; and Legitimately implementing a KEE policy or administrative process.

33.6 Where bullying behaviour is alleged, the grievance and dispute procedures of Clause 29 will apply.

34. Termination of Employment

34.1. An employee in Operational Band 1 or the Administrative/Technical/Trades Band 2 will give to KEE two (2) weeks' notice of their intention to terminate their employment.

34.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 will be the same as that required of KEE in sub-clause 34.6 of this clause.

34.3 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.

34.4 KEE and the employee may agree to a shorter period of notice for the purpose of this sub-clause, in special circumstances.

34.5 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, sub-clauses 34.1 and 34.6 will not apply.

34.6 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

34.7 The provision of this clause will not apply where clause 35, Workplace Change and Redundancy, of this Agreement applies.

34.8 Final termination pay will be processed in the next fortnightly payroll unless the employee requests it sooner.

35. Workplace Change and Redundancy

35.1 KEE's Duty to Notify

35.1.1 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.

35.1.2 "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.

35.2 KEE's Duty to Discuss Change / Consultation

35.2.1 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 paragraphs 35.1.1 and 35.1.2, 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.

35.2.2 The discussion will commence as early as practicable after a definite decision has been made by KEE to make the changes referred to in sub-clause 35.1.

35.2.3 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).

35.3 Discussion Before Termination

35.3.1 Where KEE has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to sub-clause 35.1 and that decision may lead to the termination of employment, KEE will hold discussions with the employee directly affected and with the union to which they belong.

35.3.2 The discussion will take place as soon as it is practicable after KEE has made a definite decision which will invoke the provision of paragraph 35.3.1 of this sub-clause 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.

35.3.3 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 affected 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.

35.4 Notice of Termination

35.4.1 Under this clause an employee will be entitled to five (5) weeks' notice provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

35.4.2 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.

35.5 Redundancy Pay

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

35.5.2 In addition to any required period of notice in sub-clause 35.4, 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

35.6 An employee who resigns during the period of notice under this clause only 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.

35.7 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.

35.8 A redundant employee will be entitled to the payment of a job search allowance \$2966.80 inclusive of Fringe Benefits Tax (FBT) 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. Where KEE supplies the employee with a portable electronic device primarily for use in the employee's employment, KEE may by written agreement, gift the device to the employee in lieu of all or part of the job search allowance provided for in this sub-clause.

- 35.9 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 sub-clause, 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.
- 35.10 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.
- 35.11 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.
- 35.12 In the event that KEE determines that a position is redundant, KEE where practicable, will firstly offer such redundancy on a voluntary basis.
- 35.13 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.
- 35.14 Nothing in this clause will restrict an employee with ten years' service or more and KEE from agreeing to further severance payments.

36. Renegotiation of the Agreement

The parties to this Agreement will meet to renegotiate the provisions contained herein three (3) months prior to 30 November 2026. 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.

37. 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 December 2023.

SIGNED on behalf of Kimbriki
Environmental Enterprises Pty Ltd

.....
Chief Executive Officer

in the presence of

.....

Witness

SIGNED on behalf of the
New South Wales Local Government,
Clerical, Administrative, Energy,
Airlines and Utilities Union

.....

General Secretary

In the presence of

.....

Witness