

# **DISTRICT COUNCIL OF KIMBA ENTERPRISE BARGAINING AGREEMENT NO. 5 - 2007**

**File No. 05827/2007**

**This Agreement shall come into force on and from 22 November 2007 and have a life extending until 30<sup>th</sup> September 2010 there from.**

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



DATED THIS 22<sup>ND</sup> DAY OF  
NOVEMBER 2007

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COMMISSION MEMBER





## The District Council of Kimba – Enterprise Bargaining Agreement No 5 - 2007

### CLAUSE 1 TITLE

This Agreement shall be known as the District Council of Kimba (Administration) Enterprise Bargaining Agreement No 5 of 2007.

### CLAUSE 2 ARRANGEMENT

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### **CLAUSE 3 DEFINITIONS**

'Agreement' shall mean District Council of Kimba Certified Workplace Agreement No 5 of 2007.

'Award' shall mean the South Australian Municipal Salaried Officers Award.

'Consultation' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them.

'Employee' shall mean any person employed by the Employer, employed pursuant to the Award.

'Employee Representative' shall mean a person nominated by an employee or employees to represent the interests of employee(s) at the workplace.

'Family' shall include any person who relies on the employee as a primary care giver.

'Salary' for the purposes of Clause 31 is deemed to be the employee's Award rate of pay, for all other purposes "salary" shall mean normal salary including superannuation payment, regular overtime and shift penalties, allowances and the like.

### **CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE**

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
  - 4.2.1 Employee Representatives.
  - 4.2.2 2 Employee representatives employed by the Council.
  - 4.2.4 An Independent person to assist with the negotiation process, if required..
- 4.3 The role of the Enterprise Bargaining Committee shall be:
  - 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
  - 4.3.2 To reach decisions through consensus, which shall operate as recommendations to the parties they, represent.
  - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
  - 4.3.4 To review and monitor the operation and implementation of the Enterprise Agreement.
  - 4.3.5 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
  - 4.3.6 To resolve any disputes arising out of the operation of the Agreement.

### **CLAUSE 5 DATE AND PERIOD OF OPERATION**

This Agreement shall commence from the 1<sup>st</sup> October 2007, and remain in force for a 36-month period from that date. However, some inequity may occur due to the variation of the Consumer Price Index (CPI), and therefore this Agreement will be reviewed at the conclusion of 24-months.

**CLAUSE 6 PARTIES BOUND**

This Agreement shall be binding on:

- (1) The District Council of Kimba;
- (2) Employees of the District Council of Kimba employed pursuant to the South Australian Municipal Salaried Officers Award

The Agreement excludes the positions of Chief Executive Officer and the Deputy Chief Executive Officer.

**CLAUSE 7 RELATIONSHIP TO PARENT AWARD AND ENTERPRISE AGREEMENTS**

- 7.1 This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.
- 7.2 This Agreement supersedes the District Council of Kimba– ASU Certified Agreement No 4 - 2004.
- 7.3 The terms and conditions of the Award and this Agreement shall apply to employees whose employment is covered by the Award.

**CLAUSE 8 AIMS/OBJECTIVES**

- 8.1 The parties recognised that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.
- 8.2 Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 8.3 To encourage and develop a high level of skill, innovation and excellence among all employees employed at the District Council of Kimba through the provision of training and skills improvement programs.
- 8.4 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 8.5 To enhance careers and benefits for all employees.
- 8.6 To develop an environment where all parties are involved in decision making processes.
- 8.7 To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.8 To provide sufficient flexibility for the Council to operate in an efficient and effective manner.

**CLAUSE 9 EMPLOYEE RELATIONS**

**The parties to this Agreement:**

- 9.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 9.3 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.
- 9.4 Acknowledge the need to work in partnership and co-operate with each other, to promote a productive and satisfied workforce.

## **CLAUSE 10 CONSULTATION**

- 10.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 10.3 The Communication strategy will be reviewed by the parties annually or as required.
- 10.4 Full staff meetings shall remain the primary forum of consultation between the employer and employees.

## **CLAUSE 11 CHANGE MANAGEMENT**

- 11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.
- 11.2 For the purpose of this Agreement, "change" is deemed to include, but is not limited to, any or all of the following:
- Change to work practices
  - Introduction of new technology and equipment
  - Change in workforce size and/or structure
  - Resource sharing
  - Amalgamation with other organisations
  - Consideration of alternative service delivery.
- 11.3 Prior to any decision to implement significant change, which affects the employees, there should be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change, and staff will have the opportunity to have input into and during the process of considering such change.

## **CLAUSE 12 EMPLOYMENT SECURITY**

### **12.1 General Principles**

- 12.1.1 There shall be no forced redundancies during the life of this Agreement.
- 12.1.2 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
- 12.1.2.1 Redeployment to a position of the same classification level
  - 12.1.2.2 Redeployment to a position of lower classification level with income maintenance
  - 12.1.2.3 Voluntary separation package

However, employees may seek a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

## 12.2 Redeployment

- 12.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 12.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 12.2.3 The employees' pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary.
- 12.2.4 The employee must agree to the redeployment, which shall occur under the Redeployment and Retraining Guidelines attached at Appendix A.
- 12.2.5 The employee will, as a matter of priority, be provided with training to assist them into the new position
- 12.2.6 The employee(s) will have up to six months from commencement in the redeployed position to confirm acceptance of that position.

## 12.3 Voluntary Separation Package

Should an employee elect to take a voluntary separation package, such package shall comprise:

- 12.3.1 10 weeks notice of termination or payment of total weekly salary in lieu thereof;
- 12.3.2 3 weeks of total weekly salary as severance payment for each year of service in Local Government in South Australia as severance payment;
- 12.3.3 Reimbursement of up to 10% of annual salary (during the first 12 months or until another position is obtained) for the purposes of outplacement assistance; and
- 12.3.4 Pro rata long service leave shall only be paid after 5 years of continuous service in Local Government.

## **CLAUSE 13 RECRUITMENT AND PROMOTION**

Any work redesign occurring shall be based on the following:

- 13.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 13.2 The parties will jointly develop performance measurement techniques for the workplace.
- 13.3 Relevant training in work change techniques shall be afforded to all employees.

## **CLAUSE 14 JOB AND WORK REDESIGN**

### 14.1 Process

The Chief Executive Officer shall ensure that recruitment and selection is equitable and fair as per Council's Policy Manual – Clause 2.2.1.

- 14.2 Prior to any vacant or new positions being advertised, a job description will be prepared which contains objectives of the position, key responsibilities, skills, knowledge and experience required, extent of authority and classification level under the Award.

### 14.3 Internal Advertising

- 14.3.1 All positions up to and including Level 4 shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.

- 14.3.2 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position.
- 14.3.3 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

#### 14.4 External Advertising

- 14.4.1 All vacant positions above level 4 will be advertised in the public media.
- 14.4.2 All internal applicants employed by Council who meet the essential criteria shall be interviewed for the position.
- 14.4.3 Any internal applicant who is unsuccessful will receive feedback regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.

### **CLAUSE 15 OCCUPATIONAL HEALTH SAFETY & WELFARE**

- 15.1 The parties to this Agreement are committed to continuous improvement in Occupational Health, Safety and Welfare standards and performance will be continually monitored.
- 15.2 Accordingly, the parties commit themselves to Council's Occupational Health, Safety and Welfare Policy (No 2.4.2.). Any change(s) to the Occupational Health, Safety and Welfare Policy shall occur by mutual agreement between the parties.

### **CLAUSE 16 PRODUCTIVITY/GRACE DAYS**

- 16.1 In recognition of approaches made to employees by residents and rate payers out of work hours, and other work carried out by employees outside of normal paid time, Council shall continue the practice of providing three productivity/**grace** days each year, in addition to statutory public holidays, annual leave and long service leave entitlements in respect of each employee.
- 16.2 These days off shall be taken between Christmas Day and New Year's Day.

### **CLAUSE 17 CORPORATE WARDROBE**

In accordance with Council Policy - Clause 2.8.4, Council shall provide a corporate wardrobe for each permanent employee (other than trainees), and shall pay for replacement items on a fair wear and tear basis in accordance with Council Policy - Clause 2.8.4.

### **CLAUSE 18 EQUAL EMPLOYMENT OPPORTUNITY**

The Parties to this Agreement are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunity Act 1984, and in accordance with Council Policy - Clause 2.3.1.

### **CLAUSE 19 TRAINING**

- 19.1 Council is committed to enhancing the skills of its workforce through the provision of training, both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.

- 19.2 To achieve this goal, the parties to this Agreement adopt Council's Training Policy (2.5), with any change(s) to that policy being made by mutual agreement.
- 19.3 The Chief Executive Officer shall ensure that the principles of equity and multi-skilling shall underpin the implementation of the Training Policy.
- 19.4 Individual training plans shall be developed, based on the outcomes of Staff Development and Appraisals, which shall be introduced for the development of employees and the defining of career paths.
- 19.5 When attending training courses, the following arrangement shall apply:
- 19.5.1 If a Council vehicle is available, the employee may travel in that vehicle
  - 19.5.2 If a Council vehicle is available, but the employee prefers to use his or her own vehicle, Council shall provide sufficient fuel to travel to and from the training venue (This will be undertaken as a reimbursement on the presentation of appropriate receipts for the fuel purchased by the employee for the journey).
  - 19.5.3 If a Council vehicle is not available, the Award travel allowance (Clause 5.4.5 of the Award) shall be paid.
- 19.6 Travel to and from the training venue outside of normal hours shall be taken as accrued leave without attracting penalty rates.

## **CLAUSE 20 FLEXIBLE HOURS OF WORK**

- 20.1 Normal hours of work shall be 38 hours, which may be worked between the hours of 7.00 am and 7.00 pm Monday to Friday (excluding public holidays).
- 20.2 It is agreed between the parties to this Agreement that on occasions a flexible starting or finishing time can benefit both the employee's and the Council's needs. Accordingly, the normal working day may be altered without attracting penalty rates on the following basis:
- 20.2.1 Any change in normal starting and finishing times must be by genuine mutual agreement between the employee and his or her supervisor. Unless otherwise specified the Office staff will generally work from 8:30 am to 5:30 pm Monday to Friday.
  - 20.2.2 The parties to this Agreement will undertake to make suitable flexible hours of works arrangements within the office work area to facilitate additional productivity in the office prior to public access between the hours of 9.00 am and 5.00 pm Monday to Friday.
- 20.3 At the option of each employee, an entitlement of a maximum of twelve Rostered Days Off per year may be accessed, provided the employee works the additional time required within a 19 day month over the present requirement of 38 hours per week, on a time for time basis. With appropriate notice (with regard to work commitments) the Deputy Chief Executive Officer may request an employee, or an employee may apply, to defer a Rostered Day Off.
- Employees shall be entitled to bank rostered days off or where hours are accrued, to a maximum of 76 hours, to cover the non-public holidays, eg. Christmas break. Where sufficient time has been accrued by all Administration Staff or they have banked sufficient Rostered Days Off, approval for leave must be confirmed by the Deputy Chief Executive Officer.
- 20.4 Where the RDO "time bank" has not been cleared by 31<sup>st</sup> May of each year, the bank will be paid on a time for time basis. Accrued Hours not cleared by 31<sup>st</sup> May will be paid at South Australian Municipal Salaried Officers Award - Overtime Rates



## **CLAUSE 21 RECOGNITION OF PAST PRODUCTIVITY ACHIEVEMENTS**

The salary increases provided in Clause 31 acknowledge previous levels of productivity and efficiency improvement, as well as the provision of resources to assist local groups and implement legislative changes, not limited to but including: -

- Secretarial services provided to the Easter Eyre Animal and Plant Control Board
- Assistance to Kimba Community Groups
- Work on Economic Development Initiatives
- Implementation of amendments to the Local Government Act 1999.
- Implementation of amendments to Taxation Reporting (incl. GST).

## **CLAUSE 22 RECLASSIFICATION**

- 22.1 Any request for a reclassification shall be examined and determined by the Chief Executive Officer within one month of receipt of such application. The date of reclassification shall take effect from the date the employee commenced the duties.
- 22.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 22.3 Any employee not satisfied with the determination may access the dispute resolution/grievance procedure before choosing to access a Board of Reference constituted under Clause 3.3 of the Award.

## **CLAUSE 23 FAMILY RESPONSIBILITY/PERSONAL LEAVE**

- 23.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the 26.5.95 (date of the Order) for absences to provide care and support for such persons when they are ill.
- 23.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 23.3 The entitlement to use sick leave in accordance with this clause is subject to:
- 23.3.1 The employee being responsible for the care of the person concerned; and
- 23.3.2 The person concerned being either:
- 23.3.2.1 A member of the employee's immediate family; or
- 23.3.2.2 A member of the employee's household.
- 23.3.3 the term "immediate family" includes:
- 23.3.3.1 A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means 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; and
- 23.3.3.2 A child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or spouse of the employee.
- 23.3.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the

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

#### **CLAUSE 24 LONG SERVICE LEAVE**

- 24.1 Where an employee's contracted weekly hours are altered, Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 24.2 Pro-rata long service leave may be accessed by the employee, at his/her discretion after seven years of continuous service.
- 24.3 In accordance Council's Policy - Clause 3.9.2 on Long Service Leave, consideration shall be given to such issues as potential amalgamations, and individual family responsibilities.

#### **CLAUSE 25 STUDY LEAVE**

- 25.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours, subject to the following provisos;
  - 25.1.1 that such courses are appropriate to local government and relevant to the employee's career path within Council
  - 25.1.2 that such courses and the method of undertaking such courses are approved and authorised by the employer; as per the employee's training and development plan.
- 25.2 Following consultation between senior management and interested officers, reasonable opportunities will be give to officers to attend appropriate courses conducted by approved training providers, provided however, that such reasonable opportunity to attend shall be subject to any organisational constraints which may arise.
- 25.3 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course, and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in 28.1 hereof.
- 25.4 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

#### **CLAUSE 26 REVIEW OF AGREEMENT**

- 26.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Committee in full consultation with the Chief Executive Officer and all employees on a three monthly basis. Refer also to Clause 5 and Clause 31.
- 26.2 The Parties commit to commence negotiations on a further Agreement not less than six months prior to the expiration of this Agreement.
- 26.3 In the event that negotiations for a further Agreement are not completed by the nominal expiry date of this Agreement, the parties will continue to observe the terms and conditions of this Agreement until such time as a new Agreement has been certified.

#### **CLAUSE 27 DISPUTE RESOLUTION PROCEDURE**

- 27.1 General  
In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 27.1.1 It is the aim of the parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 27.1.2 Employee(s) will in the first instance seek to resolve any dispute as per Council Policy - Clause 2.7.1. With the relevant employee's Supervisor, Chief Executive Officer or the employee's nominated representative.
- 27.1.3 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 27.1.4 The process from 27.1.1 to 27.1.3 should be completed within seven (7) days of the issue first being raised.
- 27.1.5 Nothing contained in this clause shall prevent the Union or other nominated employee representative from raising matters directly with management.

## 27.2 Enterprise Agreement

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

- 30.2.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 30.2.2 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 30.2.3 Nothing contained in this clause shall prevent a nominated employee representative from raising matters directly with management.

## **CLAUSE 28 SALARY INCREASES**

The Agreement provides for weekly wage increases to be provided as follows

- On (and including) 1<sup>st</sup> October 2007, an increase of 4%
- On (and including) 1<sup>st</sup> October 2008 an increase of 4%
- On (and including) 1<sup>st</sup> October 2009 an increase of 4%

The salary rates to apply under this clause are attached as Appendix 'B'.

However, some inequity may occur due to the variation of the Consumer Price Index (CPI), and therefore this Agreement will be reviewed at the conclusion of 24-months.

## **CLAUSE 29 SALARY SACRIFICE FOR SUPERANNUATION**

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super SA/NT, subject to the following:

- As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this arrangement;
- Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by Council shall not be unreasonably withheld;
- The application shall be in writing and detail the percentage of salary to be sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses;
- The individual agreement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to the Payroll Officer;
- The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrifice arrangements.

**CLAUSE 30 JOURNEY & PERSONAL ACCIDENT & ILLNESS INSURANCE**

Council shall provide journey accident insurance for bodily injury to all employees whilst engaged in a journey to and from their residence and place of work and between places of training for work.

Council will take out and keep current on behalf of all employees a personal accident and illness insurance coverage in accordance with the Local Government Income Protection Scheme as provided by Local Government Risk Services. Full details of the scheme and any periodical amendments are to be made available to all employees.

**CLAUSE 31 NO FURTHER CLAIMS**

The parties to this Agreement agree that during the period of operation of the Agreement, there shall be no further salary increase(s) sought, or granted, except for those provided under the terms of this Agreement.

This Agreement shall not preclude increases granted by a national wage case for economic adjustment purposes from being accessed by those covered by this Agreement. Such wage case decisions must clearly determine that any such increases are in addition to enterprise bargaining increases.

**CLAUSE 32 AMALGAMATION PROPOSAL**

In the event of amalgamation, the parties to this Agreement recognise that the terms and conditions of this Agreement shall continue to apply to employees unless a separate further Agreement regarding amalgamation is negotiated between the parties.

**CLAUSE 33 CONTINUOUS IMPROVEMENT**

- 33.1 The parties to this Agreement agree that in order to achieve improved service delivery to the community, it will be necessary to embark on a process of continuous improvement and adoption of new service requirements. The parties to this Agreement are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 33.2 All parties will cooperate with the Enterprise Bargaining Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 33.3 The Enterprise Bargaining Committee may establish local workplace committees and/or multi workplace committees to assist in the above process.
- 33.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plant or equipment, this will be provided at the earliest opportunity, if practical and achievable within Council's budget.
- 33.5 The Enterprise Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 33.6 Where any potential improvements are identified, they are to be discussed with and agreed by staff prior to implementation.
- 33.7 Once agreed, all productivity improvements are to be documented by the Enterprise Bargaining Committee and taken into account in the next round of enterprise bargaining negotiations.

**CLAUSE 34 RESOURCE SHARING**

- 34.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient

utilisation of human, financial and material resources of the Council in all areas of service and operation.

- 34.2 In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements; these are to be negotiated with all parties prior to the commencement of these other duties.
- 34.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as it relates to this Agreement.

#### **CLAUSE 35 FIXED TERM CONTRACTS OF EMPLOYMENT**

- 35.1 The employer may offer fixed term employment contracts on the following grounds: -
- 35.1.1 for a specific project of defined duration
  - 35.1.2 for a position, which is funded from an external body
  - 35.1.3 to replace an employee who is on extended leave greater than three months
- 35.2 A fixed term employment contract offered by the employer will contain the following provisions: -
- 35.2.1 the term of the contract shall be for no less than 6 months and for no greater than 5 years duration
  - 35.2.2 the incumbent may terminate the Contract by giving the employer a minimum of 4 weeks notice
  - 35.2.3 for contracts with a duration of 2 years or greater the employer shall give the incumbent 3 months notice of its intention not to renew the contract and the grounds on which the decisions were made.
  - 35.2.4 where Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with their position description and the employer's formal performance appraisal system.
- 35.3 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement or the Award. Where an employee's contract contains provisions that are inconsistent with the terms and conditions of this Agreement or the Award, those inconsistent provisions whether express or implied, shall be void and have no force or effect.

#### **CLAUSE 36 SICK LEAVE INCENTIVE**

- 36.1 As an incentive to maintain productivity levels via reduced sick leave absenteeism, each employee shall at his/her option be entitled to take payment in advance of taking part of their accrued sick leave entitlement at the conclusion of each twelve-month period of this Agreement under the following arrangements:
- Where an employee uses 0 of their 10 entitled sick leave days during the preceding 12 month period, they shall be able to take payment in advance of taking up to 5 days of their sick leave entitlement (if available);
  - Where an employee uses 1 of their 10 entitled sick leave days during the preceding 12 month period, they shall be able to take payment in advance of taking up to 4 days of their sick leave entitlement (if available);
  - Where an employee uses 2 of their 10 entitled sick leave days during the preceding 12 month period, they shall be able to take payment in advance of taking up to 3 days of their sick leave entitlement (if available);

- Where an employee uses 3 of their 10 entitled sick leave days during the preceding 12 month period, they shall be able to take payment in advance of taking up to 2 days of their sick leave entitlement (if available);
- Where an employee uses 4 of their 10 entitled sick leave days during the preceding 12 month period, they shall be able to take payment in advance of taking up to 1 day of their sick leave entitlement (if available);
- Where an employee uses 5 or more of their 10 entitled sick leave days during the preceding 12-month period, they shall not be able to take payment in advance of taking any of their sick leave entitlement.

36.2 Where an employee chooses to exercise an entitlement under subclause 39.1, the dollar value of his/her sick leave entitlement will be reduced accordingly to reflect this taking of payment in advance, however, the accrual of time for sick leave shall still be maintained albeit unpaid.

### CLAUSE 37 SIGNATORIES

Signed for and on behalf of the District Council of Kimba:

.....  
**Daryl Cearns**  
*Chief Executive Officer*

.....  
 Witness

on this the ..... day of ..... 2007

Signed for and on behalf of the Employees:

.....  
 Employee Representative

.....  
 Witness

on this the ..... day of ..... 2007

**APPENDIX A – RATES OF PAY****District Council of Kimba****ASU Enterprise Bargaining Agreement Wages Schedule  
Administrative Services Stream**

<b>EBA No. 5</b>					
			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Level</b>	<b>Inc.</b>	<b>Base</b>	<b>4.0 %</b>	<b>4.0 %</b>	<b>4.0 %</b>
1	1	34,031.13	35,392.40	36,808.09	38,280.42
	2	34,706.08	36,094.32	37,538.10	39,039.62
	3	35,649.43	37,075.41	38,558.42	40,100.76
	4	36,661.19	38,127.64	39,652.74	41,238.85
	5	37,672.96	39,179.88	40,747.07	42,376.96
	6	38,683.40	40,230.74	41,839.97	43,513.56
2	1	39,825.31	41,418.32	43,075.06	44,798.06
	2	40,837.07	42,470.55	44,169.37	45,936.15
	3	41,848.84	43,522.79	45,263.71	47,074.25
	4	42,860.60	44,575.02	46,358.02	48,212.35
3	1	43,871.06	45,625.90	47,450.94	49,348.98
	2	44,765.76	46,556.39	48,418.65	50,355.39
	3	45,777.58	47,608.68	49,513.03	51,493.55
	4	46,789.36	48,660.93	50,607.37	52,631.67
4	1	47,799.81	49,711.80	51,700.27	53,768.29
	2	48,811.57	50,764.03	52,794.59	54,906.38
	3	49,823.33	51,816.26	53,888.91	56,044.47
	4	50,835.08	52,868.48	54,983.22	57,182.55
5	1	51,845.56	53,919.38	56,076.16	58,319.20
	2	52,857.31	54,971.60	57,170.47	59,457.29
	3	53,869.07	56,023.83	58,264.79	60,595.38
6	1	55,554.48	57,776.66	60,087.73	62,491.23
	2	57,239.87	59,529.46	61,910.64	64,387.07
	3	58,926.59	61,283.65	63,735.00	66,284.40
7	1	60,611.98	63,036.46	65,557.92	68,180.23
	2	62,297.38	64,789.28	67,380.85	70,076.08
	3	63,982.77	66,542.08	69,203.76	71,971.91
8	1	66,006.30	68,646.55	71,392.41	74,248.11
	2	68,028.51	70,749.65	73,579.64	76,522.82
	3	70,052.04	72,854.12	75,768.29	78,799.02

**APPENDIX A cont.****RATES OF PAY****District Council of Kimba****ASU Enterprise Bargaining Agreement Wages Schedule  
Senior Officers Stream**

<b>EBA No. 5</b>					
			<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Level</b>	<b>Inc.</b>	<b>Base</b>	<b>4.0 %</b>	<b>4.0 %</b>	<b>4.0 %</b>
1	1	55,554.48	57,776.66	60,087.73	62,491.23
	2	57,239.87	59,529.46	61,910.64	64,387.07
	3	58,926.59	61,283.65	63,735.00	66,284.40
2	1	60,611.98	63,036.46	65,557.92	68,180.23
	2	62,297.38	64,789.28	67,380.85	70,076.08
	3	63,982.77	66,542.08	69,203.76	71,971.91
3	1	66,006.30	68,646.55	71,392.41	74,248.11
	2	68,028.51	70,749.65	73,579.64	76,522.82
	3	70,052.04	72,854.12	75,768.29	78,799.02
4	1	72,132.13	75,017.42	78,018.11	81,138.84
	2	74,763.52	77,754.06	80,864.22	84,098.79
5	1	78,052.75	81,174.86	84,421.85	87,798.73
	2	80,684.12	83,911.48	87,267.94	90,758.66
6	1	83,973.35	87,332.28	90,825.58	94,458.60
	2	86,604.72	90,068.91	93,671.67	97,418.53
7	1	89,893.95	93,489.71	97,229.30	101,118.47
	2	93,841.01	97,594.65	101,498.44	105,558.37
8	1	99,103.76	103,067.91	107,190.63	111,478.25
	2	104,366.51	108,541.17	112,882.82	117,398.13
9	1	112,260.65	116,751.08	121,421.12	126,277.96
10	1	125,417.53	130,434.23	135,651.60	141,077.66
11	1	138,574.41	144,117.39	149,882.08	155,877.37
12	1	151,731.30	157,800.55	164,112.57	170,677.08