

DISTRICT COUNCIL OF STREAKY BAY ENTERPRISE AGREEMENT

File No. 07488 of 2009

**This Agreement shall come into force on and
from 2 February 2010 and have a life extending
for a period of extending until 30 June 2012.**

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



DATED 02 FEBRUARY 2010.


COMMISSION MEMBER



THE DISTRICT COUNCIL OF STREAKY BAY

ENTERPRISE AGREEMENT

TRC0407210E0109 9/55

CLAUSE 1 TITLE:

This Agreement shall be known as The District Council of Streaky Bay Enterprise Agreement No.5 of 2009.

CLAUSE 2 ARRANGEMENT

<i>Clause</i>	<i>Subject</i>	<i>Page No</i>
1	Title	1
2	Arrangement	1
3	Definitions	1
4	Parties Bound	2
5	Date and Period of Operation	2
6	Relationship to Award and Other Agreements	2
7	Enterprise Bargaining Committee	3
8	Aims of Agreement	3
9	Employee Relations	3
10	Consultation	4
11	Change Management	4
12	Employment Security	5
13	Long Service Leave	6
14	Annual Leave	6
15	Grievance/Dispute Resolution Procedure	6
16	Staff Training and Development	7
17	Study Leave	7
18	Specific Improvement Measures	8
19	Part Time and Casual Employees	9
20	Corporate Wardrobe	10
21	Reclassification	10
22	Work and Family Responsibilities	10
23	Accidents/Illness Income Protection	10
24	Environmental Efficiency	10
25	Amalgamation Proposal	10
26	Resource Sharing	11
27	Superannuation	11
28	No Further Claims	12
29	Performance Measurement, Continuous Improvement and Best Practice	12
30	Pay Increases	12
31	Salary Sacrifice	13
32	Performance Development and Review Program	13
33	Signatories	14



CLAUSE 3 DEFINITIONS

'Agreement' shall mean The District Council of Streaky Bay Enterprise Agreement No. 5 of 2009.

'The Award' shall mean the South Australian Municipal Salaried Officers Award applying at the time of making this agreement.

'The Council' shall mean The District Council of Streaky Bay.

'Workplace Representative' shall mean an employee elected to effectively represent the concerns of employees.

'Consultation' is a process, which will have regard to employees' interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

"Enterprise Bargaining Committee" shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise the following membership:

2 Employee Representatives
2 Management Representatives;

or such other number as may be agreed between the parties.

'Industrial Relations Commission' shall mean the Industrial Relations Commission of South Australia
'Salary' for the purpose of Clause 17 - "Employment Security", shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties and allowances.

"Significant Effects" shall mean termination of employment; major changes in the composition, operation or size of the 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 officers to other work or locations and the restructuring of jobs.

"Department Heads" for the purposes of this Agreement shall mean Works Manager, Development Assessment Manager and Corporate Services Manager.

CLAUSE 4 PARTIES BOUND

This Agreement is binding on The District Council of Streaky Bay and employees of Council who are covered by the terms and conditions of the Award.

This Agreement excludes the position of Chief Executive Officer, Works Manager, Corporate Services Manager and Development Assessment Manager.

This Agreement excludes any person that is employed by the District Council of Streaky Bay under a Government Scheme or any other scheme eg, RISE, Jobstart, HACC.

CLAUSE 5 DATE AND PERIOD OF OPERATION

This Agreement shall operate from the first of July 2009 and remain in force for a period of 3 years until the 30th June 2012.

The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this agreement.

CLAUSE 6 RELATIONSHIP TO AWARD AND PREVIOUS AGREEMENTS

- 6.1 This Agreement supersedes all previous Enterprise Agreements which may hitherto have covered the employees covered by this Agreement.
- 6.2 This Agreement shall be read in conjunction with the terms of the South Australian Salaried Officers Award and applying at the time of making this agreement.
- 6.3 Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions are covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.



CLAUSE 7 ENTERPRISE BARGAINING COMMITTEE

- 7.1 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.
- 7.2 The Enterprise Bargaining Committee shall meet as required to resolve issues affecting employees in regards to this Agreement; to advise Senior Management on matters relating to improving the efficiency, productivity and competitiveness of our organisation; and to evaluate the achievement of the productivity outcomes.
- 7.3 The Enterprise Bargaining Committee shall be the primary consultative forum for overseeing change in the Council.

CLAUSE 8 AIMS OF AGREEMENT

Major aims of this Agreement are:

- 8.1 To encourage and develop a high level of skill, innovation and excellence amongst employees employed at The District Council of Streaky Bay through the provision of training and skills improvement programs.
- 8.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 8.3 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 8.4 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 8.5 To recognise commitment, past productivity and efficiency improvements.
- 8.6 To promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 8.7 To provide for improved wages and employment conditions.

CLAUSE 9 EMPLOYEE RELATIONS

- 9.1 The parties:
 - 9.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
 - 9.1.2 Agree the need to work in partnership and to co-operate with each other.
 - 9.1.3 Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.
 - 9.1.4 Commit to continuous improvement and increased productivity. Through the operation of regular team meetings the parties are committed to pursue continuous improvement and increased productivity.
- 9.2 The parties are committed to the deployment of a multi-skilled workforce.



CLAUSE 10 CONSULTATION

Council will actively inform employees of strategic plans and objectives, corporate achievements and the statutory obligations for both the Council and employees which apply in our workplaces. The following forums and communication methods will apply;

Staff meetings will be conducted regularly as follows:

- 10.1 The attendance of staff at the meeting is expected, unless on leave.
- 10.2 Agenda items shall include the following but are not limited to:
 - Corporate vision and strategy
 - Council directives and expectations
 - Business plans
 - Legislative changes
 - Occupational Health and Safety Program
- 10.3 All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

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 When change is being considered which is likely to have significant effects on 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.
- 11.4 The Enterprise Bargaining Committee identified in Clause 7 will undertake this role and will facilitate the following:
 - 11.4.1 Developing the terms of reference for any feasibility study in relation to the proposed change.
 - 11.4.2 Ensuring all employees are provided with the findings of the feasibility study to enable them to participate through the consultative process.
 - 11.4.3 Establishing appropriate mechanisms that allow for effective consultation with the employees involved
 - 11.4.4 Oversight the implementation of any significant change arising from the feasibility study
- 11.5 Where the parties agree that the proposed changes are sufficiently minor, then the Enterprise Bargaining Committee shall not have a facilitative role.



CLAUSE 12 EMPLOYMENT SECURITY

12.1 General Principles

There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with the employees and where requested, with their Union representative.

The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt within one of the following ways:

123.1.1 Natural attrition

123.1.2 Redeployment to a position of the same classification level

123.1.3 Redeployment to a position of lower classification level with income maintenance

123.1.4 Voluntary separation package

However, employees may seek a voluntary separation package at any stage of the process.

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 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

12.2.3 The employee must agree to the redeployment.

12.2.4 The employees pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position.

12.2.5 The employee has 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 as severance payment

12.3.3 an amount representing 10% of total annual salary for the purpose of outplacement counselling

12.3.4 pro rata long service leave shall be paid whether or not the employee has attained 7 years service.

12.3.5 sick leave shall be paid out at 50% on termination of employment after 7 years or more service.



CLAUSE 13 LONG SERVICE LEAVE

- 13.1 Where an employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement duties shall be calculated and preserved.
- 13.2 Employees may on approved application to the CEO access Pro-Rata Long Service Leave after seven years of continuous service.
- 13.3 Employees may, with the agreement of the CEO cash out his/her Long Service Leave as it falls due.

CLAUSE 14 ANNUAL LEAVE

The parties agree that annual leave entitlements which accumulate outside of the provisions of the Award have financial implications in the longer term for Council.

- 14.1 A program for taking annual leave and reducing annual leave balances shall be introduced by Council over the life of this Agreement with a view to proactively managing and reducing such financial liability.
- 14.2 The program for taking leave will have regard to the Award provisions which require leave to be given and taken at a time not exceeding 12 months from the date of accrual.
- 14.3 No more than two years leave to be accumulated and agreed to by the Chief Executive Officer before hand

CLAUSE 15 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 15.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work the following procedure shall apply:
 - 15.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
 - 15.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employees concerned.
 - 15.1.3 If the matter is not resolved at that stage, the employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer.
 - 15.1.4 The above process should be completed within seven (7) days of the issue first being raised.
 - 15.1.5 Nothing contained in this clause shall prevent an employee from representation by a Union Industrial Officer or from raising matters directly with management.
- 15.2 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:
 - 15.2.1 Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation.
 - 15.2.2 If this does not succeed then the matter may be referred to the Enterprise Bargaining Committee in accordance with Clause 7 of this Agreement
- 15.3 The parties to a dispute under this clause may refer the matter to the Industrial Relations Commission for conciliation and/or arbitration



CLAUSE 16 STAFF TRAINING AND DEVELOPMENT

Both parties are committed to training and development of staff to enhance the career options of staff and, increase productivity and effectiveness.

- 16.1 Flexibility - It is recognised that in some instances the maintenance of proper customer service restricts the options of staff taking full advantage of training.

As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement, training programs may be conducted by Council on a Saturday or other agreed times outside of ordinary hours subject to individual agreement. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu.

Council shall reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend such training without childcare arrangements.

16.2 Development

Providing staff members with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing staff members for now and the future.

Accordingly the Council will ensure that employees are provided with the opportunity:

- to perform other duties whilst other employees are on annual leave etc., before any external resources are utilised.
- to participate in project work that may otherwise be undertaken by external consultants.

Development opportunity may also be provided by sharing workload between a number of individuals.

Any performance in higher duties shall be paid in accordance with the Award.

16.3 Training Needs

16.3.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

16.3.2 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

16.3.3 Council will ensure that all employees have a fair and equitable chance to attend training programs.

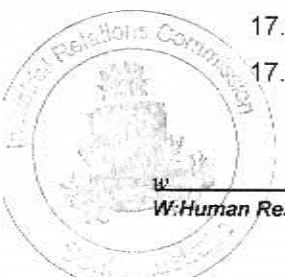
16.3.4 Travel time outside normal working hours to and from management approved training courses and conference held outside the Streaky Bay area will be paid at ordinary rates or accrued TOIL at the ordinary rate.

CLAUSE 17 STUDY LEAVE

- 17.1 Employees undertaking course 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:

17.1.1 that such courses are appropriate to Local Government;

17.1.2 that such courses and the method of undertaking such courses are approved and authorised by the employer.



- 17.2 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 sub-clause 1 hereof.
- 17.3 Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee may have the matter dealt with under the Grievance/Dispute Resolution Procedure as provided by this Agreement.
- 17.4 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 relative to their position.

CLAUSE 18 SPECIFIC IMPROVEMENT MEASURES

18.1 Hours of Work

18.1.1 Ordinary Hours – the ordinary hours of work of a full time employee shall be 152 hours per 4 week period such as to allow the taking of one RDO in the 4 week period.

18.1.1.1 Administration Office hours shall be from 7.00am to 9.00pm Monday to Friday with normal working hours to be 8.00am to 5.00pm. An alteration to the above starting and finishing times may be negotiated by mutual agreement between the employer and the employee prior to the alteration taking effect. A normal rostered day off may be taken on an alternative day by mutual agreement between the employer and employee.

18.1.1.2 Recreation Facilities hours shall be from 6.00am to 10.00pm Monday to Sunday with normal working hours in accordance with rostered shifts which shall be made available (to the employees concerned) no later than 1 week prior to the commencement of the roster period..

18.1.1.3 Rural Transaction & Visitor Information Centre hours shall be from 7.00am to 9.00pm Monday to Sunday with normal working hours in accordance with rostered shift. Provided however that the provisions of this clause shall only apply to employees at the visitor information centre who are appointed by Council after the commencement of the Agreement. Employees already engaged will maintain working hours arrangements pursuant to EBA No 4 of 2003.

18.1.1.4 The ordinary hours for General Inspectors may be varied according to operational demands including the requirement to attend out of hours call-outs. Where such duties are performed outside the ordinary hours prescribed in 18.1.1 above the hours worked will be taken as TOIL on a time for time basis.

18.1.1.5 The ordinary hours of work for an employee engaged to manage and/or conduct the operations of Councils Caravan/Camping ground or any other new employee covered by this Agreement who performs work about the Caravan/Camping ground shall be subject to the following hours arrangements:

1. The employee(s) shall work such hours as may be agreed in writing between the parties, in order to allow for the required level of service during tourism periods.
2. The working of such ordinary hours can exceed the maximum provided for other employees covered by the Agreement (viz 180 hours per 4 week period).





3. Time worked in excess of 152 hours per 4 week period will be recorded and taken (on a time for time basis) at a low activity period and at a time agreed between the parties providing however that failing mutual agreement the employer may direct the taking of such accrued leave by giving a minimum of 4 weeks notice to the employee.
4. The only applicable penalty shall relate to weekend work (50%) providing that some other further employee benefits may be agreed between the parties (and recorded in writing) in place of the payment of weekend penalties.

18.1.2 Flexible Working Hours – The ordinary hours of work are to be paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading, unless otherwise specified in this clause and are to be worked on a flexible basis between the span of hours for the respective work areas.

18.1.3 TOIL – Employees may work up to 90 hours per fortnight at the ordinary rate of pay. Additional time worked in accordance with the above shall be banked as Time off in Lieu (TOIL). Hours worked in excess of 90 ordinary hours worked shall be paid at overtime rates, or accrue TOIL at the applicable penalty rate, by negotiation between the employer and the employee. TOIL shall be taken at a time mutually agreed between the employer and employee. The expectation is or TOIL to be taken within the next four week cycle, however if not it needs to be cleared within a 6 month period. Line manager approval is required before TOIL can be claimed.

18.1.4 RDO's- Employees are responsible for ensuring that no more than 2 rostered days accrue at any time. It is an expectation that a rostered day off would be taken in the next four week cycle. Any rostered days in excess of the 2 day limit shall be forfeited unless as otherwise agreed between the employer and employee.

18.1.5 The meal break will be 60 minutes per day to be taken at a mutually convenient time.

18.2 Grace Days

18.2.1 In recognition of unpaid overtime given to the Community (eg. during Australia Day celebrations), and the expectation that employees support community functions, Council shall continue to provide one Grace Day which shall be taken during Christmas and New Year and one-half day to attend a community event at the discretion of the Chief Executive Officer. The half-day shall only be granted if the employee actually attends a community function and shall not be granted to employees on leave.

18.2.2 Where work requirements must be met on these days (planned or call out) the employees required to work will be entitled to take the time off on the basis of hour for hour at a mutually convenient time.

18.3 Payroll

The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 19 PART TIME AND CASUAL EMPLOYEES

19.1 The employer may engage a part time employee up to the full time hours of 152 hours per 4 week period and be paid at the ordinary rate of pay. Additional hours worked up to the full time hours shall be included in the calculation for the purposes of accruals related to sick leave and annual leave (excluding casual employees).

19.2 The employer may engage a casual employee for up to 1300 hours per annum. A casual employee may be engaged for a minimum period of one hour, including callouts.

Additional hours worked by part time and casual employees that exceed full time hours of 152 hours per 4 week period shall be paid or accrue TOIL in accordance with the provisions of (Clause above TOIL)

19.3 Incremental advancement shall be paid on a "years of service" basis.

CLAUSE 20 CORPORATE WARDROBE

Council recognises the benefit of having staff identified in the workplace and community as employees of Council. In this regard, Council will pay, up to a maximum of \$500 per annum, to inside Administration staff who purchase from the NNT - Local Government Collection and formally agree the uniforms will become compulsory to wear 2 years after receipt of the initial \$500 payment.

CLAUSE 21 RECLASSIFICATION

21.1 Any request for a reclassification must include full documentation and supporting comparative data when presented. The request shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date of application for reclassification.

21.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

CLAUSE 22 WORK AND FAMILY RESPONSIBILITIES

22.1 The parties recognise the needs of employees of the Council with family responsibilities and their right to address those responsibilities without conflict between their employment and their family responsibilities.

22.2 Employees shall be able to access their personal sick leave entitlement to attend personal and family responsibilities.

CLAUSE 23 ACCIDENTS/ILLNESS INCOME PROTECTION

Council will provide all employees party to this Agreement with Income Protection as provided by the Local Government Risk Services.

CLAUSE 24 ENVIRONMENTAL EFFICIENCY

The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Enterprise Bargaining Committee will consider environmental efficiency in its deliberations.

CLAUSE 25 AMALGAMATION PROPOSAL

25.1 Where an amalgamation involving this Council is proposed the following process shall occur forthwith.

25.2 An Amalgamation Consultative Committee shall be established to discuss and agree procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:

- Two Workplace Representatives
- Chief Executive Officer
- Union Industrial Officer where requested

25.3 The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising:

- Two Workplace Representatives from each Council
- The Chief Executive Officer from each Council
- Union Industrial Officer where requested

to discuss and agree procedures dealing with issues affecting staff of amalgamating Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

25.4 The Amalgamation Agreement shall include but not be limited to the following:

- Job Security
- General Principles for Workforce Merger
- Introduction of new Organisation Structure
- Grievance/Dispute Resolution Procedure
- Retraining Scheme Policy
- Redeployment Policy
- Part-time Work Policy
- Outplacement of Staff
- Voluntary Separation Packages.

CLAUSE 26 RESOURCE SHARING

- 26.1 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.
- 26.2 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.
- 26.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

CLAUSE 27 SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super SA-NT.

The amount of employer superannuation contributions means;

27.1 For contributory members:

- 27.1.1 3% of the employee's salary; and
- 27.1.2 any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- 27.1.3 any additional superannuation contributions which the employer agrees to pay in respect of an employee.

27.2 For non-contributory members:

- 27.2.1 contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and



- 27.2.2 any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 28 NO FURTHER CLAIMS

- 28.1 Parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the term of this Agreement.
- 28.2 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 29 PERFORMANCE MEASUREMENT, CONTINUOUS IMPROVEMENT AND BEST PRACTICE

- 29.1 The parties are committed to a process of ongoing improvement and to ensuring that all areas of the Council are operating at a high level of efficiency, cost effectiveness and customer satisfaction.

Performance measurement is a general term which describes a process by which an organisation can ensure that sufficient information is available so that its performance is transparent. The parties recognise that the primary role of performance measurement will be to assist employees in the attainment of corporate goals in the best interest of customers, employees and for Council, in improving the quality of its service.

- 29.2 The ideal performance measurement system shall be realistic and achievable and should have a small number of measures that are simple and easy to understand, that provide an accurate and meaningful picture and that are underpinned by accurate data which is relevant, easy and cost effective to collect.
- 29.3 Performance measurement will be pursued as an initiative of this agreement over its period of operation. A Best Practice Task Force incorporating employees from each relevant work group shall be established to examine the feasibility of developing indicators that may be used to benchmark services delivered by the Council.
- 29.4 The development of performance indicators and their implementation across all work groups will be ongoing task of the Best Practice Task Force, in consultation with all employees in accordance with the consultative process (clauses 10 & 11).

Key Performance Indicators may come for the following topics (but are not limited) to the following:

Wastage and rework
Costs of service delivery
Employee absenteeism
Financial Performance
Assessment against industry standards
Workforce participation in productivity improvements
Skill education and training
Quality of work
Cost efficient and effectiveness
Occupational Health, Safety and Welfare



CLAUSE 30 PAY INCREASES

- 30.1 Upon approval of this Agreement, Council will pay increases in accordance with the attached Schedule of Salaries (first year of agreement), in the following stages:
- 30.1.1 **Stage One**
4% increase to current salaries commencing from 1 July 2009 in accordance with the Schedule of Salaries.
- 30.1.2 **Stage Two**
4% increase to Stage One salaries commencing from 1 July 2010.
- 30.1.3 **Stage Three**
4% increase to Stage Two salaries commencing from 1 July 2011.

CLAUSE 31 SALARY SACRIFICE

Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Bargaining Agreement based salary/wages) to make contributions to the Local Government Superannuation Scheme.

- 31.1 A salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this agreement.
- 31.2 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- 31.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 31.4 The application shall be in writing on the form provided by the Payroll Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses. The remaining 'cash' component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 31.5 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.
- 31.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 31.7 Salary Sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 32 PERFORMANCE DEVELOPMENT AND REVIEW PROGRAM

All employees are to be included in the Performance Development and Review Program. The objectives of the Program are as follows:

General – Personal career development of employees and a more efficient and effective workforce.

Specific

- Communication – to improve both organisational and individual communication with two-way feedback not only on an annual, but also and more importantly, on a day to day basis.
- Action Plans – establish mutually agreeable and achievable action plans or objectives for the ensuing 12 months.

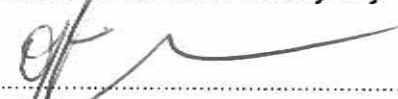



- Training and Development – to provide information from which an annual training and development plan can be determined from the organisational, occupation and individual needs.
- Performance – to improve individual work performance by increasing efficiency and effectiveness to achieve increased productivity and to assess satisfactory standards of performance.
- Job Satisfaction – to provide a formal means by which issues can be addressed, opportunities can be identified and performance can be acknowledged.
- Review the Job and Person Specification (JPS). All employees shall be provided with the existing JPS which will be reviewed for accuracy in consultation and agreement with each employee.

CLAUSE 33 SIGNATORIES

Signed for an on behalf of


The District Council of Streaky Bay

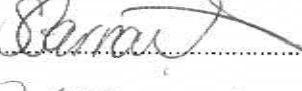
.....
 Chief Executive Officer


 Witness

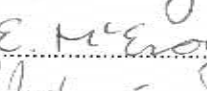
on this 15 day of December 2009


Employees Party to the Agreement

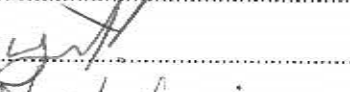
.....
 Sandra Brice

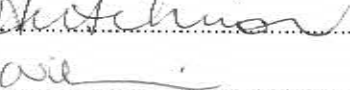
 Selena Garnaut


 Judith Childs


 Kayla Petty


 Tracy McEvoy

 Yvonne Watkinson

 Peter Reed

 Karli Sargent

 Michelle Hutchison

 Penny Williams



on this 15 day of December 2009