

DISTRICT COUNCIL OF TUMBY BAY ENTERPRISE AGREEMENT NO. 10, 2007

File No. 51 of 2007

This Agreement shall come into force on and from 10 January 2007 and have a life extending for a period of thirty-six months therefrom.

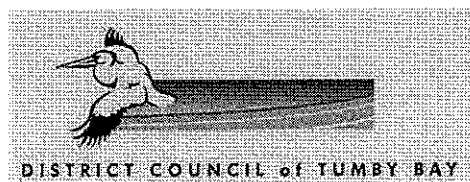
THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 18 JANUARY 2007.




COMMISSION MEMBER





ENTERPRISE

BARGAINING

AGREEMENT

NO. 10, 2007



DISTRICT COUNCIL OF TUMBY BAY

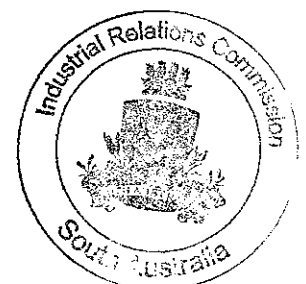
ENTERPRISE BARGAINING AGREEMENT NO. 10, 2007

1 TITLE

This Agreement shall be known as the District Council of Tumby Bay Enterprise Agreement No. 10, 2007.

2 ARRANGEMENT

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3 PARTIES BOUND

"This Agreement is binding on:

- The District Council of Tumby Bay, in respect of all employees who are employed pursuant to the South Australian Municipal Salaried Officers Award.
- The Amalgamated ASU (SA) State Union (known as the ASU) and their members employed by the Council.

4 DEFINITIONS

'Agreement' shall mean District Council of Tumby Bay Enterprise Agreement No 10, 2007.

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

'Employee' shall mean any employee of the Council who performs work covered by this Agreement and the Award.

'Employer' shall mean the District Council of Tumby Bay.

'Joint Consultative Committee' shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of the following membership:-

- 2 Employee Representatives elected by ASU members
- 2 Management Representatives

'Salary' shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances.

'Union' shall mean The Amalgamated ASU (SA) State Union (known as the ASU).

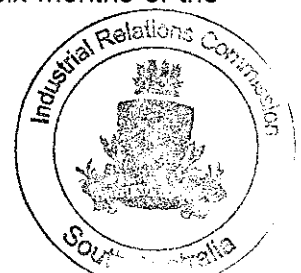
'Consultation' is the sharing of information and the exchange of views between the parties and includes genuine opportunity to contribute effectively to all decision making processes.

'Workplace Representative' shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interest of members at the workplace.

5 DATE AND PERIOD OF OPERATION

This Agreement shall commence from the 10th January, 2007 and shall remain in force for a period of 36 months.

This Agreement will be reviewed and renegotiated during the final six months of the above period.



6 RELATIONSHIP TO THE PARENT AWARD AND OTHER CERTIFIED AGREEMENTS

- 6.1 This agreement supersedes the District Council of Tumby Bay Enterprise Agreement No 9, 2004 (AG 2004/1090)
- 6.2 This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award, provided that where there is an intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

The Agreement shall operate to preserve the terms and conditions contained within that Award as minimum terms and conditions of employment in respect of those classes of employees normally bound by it.

7 AIMS AND OBJECTIVES

- 7.1 To encourage and develop a high level of skill, innovation and excellence amongst employees at the District Council of Tumby Bay through the provision of training and skills improvement programs
- 7.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.3 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.4 To increase the level of individual expertise of employees through the provision of training and skills improvement programs
- 7.5 To promote a high standard of excellence in the delivery of services in all areas of Council operations.
- 7.6 To recognise commitment, past productivity and efficiency improvements.
- 7.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 7.8 To provide for improved wages and employment conditions

8 CONSULTATION

The Joint Consultative Committee shall meet regularly to resolve operational issues affecting employees in regards to the Agreement, to advise Senior management on matters relating to improving the efficiency, productivity and competitiveness of our enterprise and to evaluate the achievement of the productivity outcomes.

The Joint Consultative Committee shall be the primary consultative forum for overseeing change in the Council.



9 EMPLOYEE RELATIONS

The Parties:-

- 9.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 Agree to the need to work in partnership and to co-operate with each other.
- 9.3 Recognise that participation of all parties in decision making processes are an essential ingredient of workplace change.

10 EMPLOYMENT SECURITY

10.1 General Principles

- 10.1.1 There shall be no forced redundancies during the life of this Agreement.
- 10.1.2 Any determination being made regarding redundant positions will be made by the employer in consultation with the affected employee and the Union
- 10.1.3 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:-
 - Redeployment to a position of the same classification level with appropriate training.
 - Redeployment to a position of lower classification level with income maintenance accompanied by a job redesign and training program aimed at employment in keeping with the employee's classification level.
 - Voluntary separation package.
- 10.1.4 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 redeployment position.

10.2 Redeployment

- 10.2.1 It is the primary aim to redeploy an employee into a position of equal classification and status as their pre-redeployment position
- 10.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not possible, an employee may be redeployed into a position of lower classification level, within the employee's substantive Award classification stream.
- 10.2.3 If redeployment in accordance with 10.2.2 occurs the employees pre-redeployment salary shall be maintained for a maximum of 24 months after which the employee members classification and Salary will be reduced to the lower salary. The employee shall receive all incremental advances due under the pre-redeployment position.



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10.2.4 The employee shall be provided with training to assist the redeployment into the new position.

10.2.5 The employee has up to six months from commencement in the redeployment position to confirm acceptance of that position.

10.2.6 All redeployees shall have access to retraining and voluntary separation arrangements set out in this Agreement.

10.3 Voluntary Separation Package

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

10.3.1 Ten weeks notice of termination or payment of total weekly salary in lieu thereof;

10.3.2 Three weeks of total weekly salary for each year of service in Local Government as severance payment;

10.3.3 An amount representing up to 10% of total annual salary for the purpose of out placement assistance and counselling, will be reimbursed upon production of receipts or tax invoices.

10.3.4 If the employee has five years of service or more in Local Government at the date of separation and is not entitled to payment for pro rata long service leave in accordance with the relevant Act and/or regulations, an ex-gratia payment equivalent to pro rata long service leave shall be paid;

10.3.5 The employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

10.4 Retraining

10.4.1 Retraining shall be available to any redeployee whose position has been declared surplus.

10.4.2 All training costs shall be met by the employer.

10.4.3 Retraining may include but is not limited to all or any of the following:-

- Study leave under Award and Enterprise Bargaining provisions
- Structured on-the-job training
- Supervised special project work
- Enrolment in courses provided by recognised training bodies
- Leave to enable full time study

10.4.4 Retraining shall be reviewed quarterly by the manager and the employee to ensure effectiveness of the scheme.



11 CONTESTABILITY AND COMPETITIVE TENDERING

11.1.1 A key objective of this agreement is to ensure that services provided directly by employees of the Council are more efficient and effective than any competitor in any competitive tendering process and that employees are fully involved in preparing for and compiling bids during any competitive tendering process. No services currently performed by employees covered by this Agreement shall be competitively tendered unless required by law. Consistent with this objective, the Council is committed to maximising the number of tenders won by its own employees who may be subject to a competitive tendering process and will make every effort to minimise the loss of employment that may occur as a result of any competitive tendering process.

12 CHANGE MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of all parties. For the purpose of this Agreement, "change" is deemed to include but is not limited to any or all of the following:-

- Improvements to work practices;
- Purchase of new equipment;
- Introduction of new technology;
- Change in workforce size and structure;
- Resource Sharing;
- Amalgamation with other organisations;
- Consideration of alternative service delivery.

As soon as change is considered, the matter shall be discussed at a staff meeting. The Council will advise the Union and there will be full consultation with all parties who will be affected by the change.

As part of the consultative process, Council will discuss with the employees affected and the Union, among other things, the changes being considered, the basis for such contemplated changes, the effect such changes are likely to have on employees, measures which will be taken to eliminate or lessen any adverse effects on employees and will give due consideration to matters raised and alternatives submitted by the employee and/or the Union in relation to the contemplated changes.

13 HOURS OF WORK

- 13.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors
- 13.2 Ordinary work hours for employees shall be 38 hours per week, Monday to Friday, excluding Public Holidays, to be worked between the span of 6.00 a.m. and 7.00 p.m. The normal working hours for employees shall be as agreed between the employer and the employee(s) as follows:-



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13.2.1 Field Staff employees shall work a 76 hour, eight day fortnight of 9.5 hours per day, to be worked between the span of hours 6:00 am to 7:00 pm.

13.2.2 Works Manager shall work a 76 hour, 9 day fortnight with a maximum of 8.5 hours per day, to be worked between the span of hours 6:00 am to 7:00 pm

13.2.3 In the case of other employees, hours will be spread over a 19 day four week period on a Monday to Friday basis each week. The standard hours of work under this Agreement shall be for an 8.0 hour day as follows:-

Between the hours of 6.00 a.m. to 7.00 p.m. Monday to Friday with a total of 152 normal hours being worked over a 19 day four week period.

13.3 All employees shall adopt a flexible approach to the taking of rostered days off with any variation being by mutual agreement between employer and relevant employee(s). In the event that by agreement a rostered day off is not taken on the normal due date, this rostered day off shall be accumulated for use at some other mutually agreed time. Employees will be able to accumulate a maximum of ten rostered days off at any one time for future use.

13.4 Clause 13.3 will not apply where an employee has been requested to work overtime in lieu of taking their rostered day off on the normal due date.

14 PENALTY RATES

14.1 Any hours worked outside of the span of hours or in excess of the number of hours per day specified in sub-clauses 13.2.1, 13.2.2 or 13.2.3 above shall be by mutual agreement between the employer and the relevant employee(s) and shall accumulate at the rate of time and a half.

14.2 All pre-arranged overtime worked on an RDO, Saturday or Sunday or Public Holiday shall accumulate at the rate of time and a half

14.3 All time accumulated in accordance with Clauses 14.1 and 14.2 may be paid or taken as time off in lieu of payment at a mutually convenient time for the employee and the employer.

Where an employee elects to be paid for accumulated time, payment shall be made at the employee's current rate of pay.

14.4 Overtime is to be offered to all permanent staff before engaging casuals.

14.5 No employee to work more than six days per week.

14.6 Payment for "call outs" to be in accordance with the Award with penalty rates to be paid on the employees current rate of pay.

14.7 Permanent staff will be required to work a reasonable amount of overtime when required, with flexibility for staff to negotiate the day of overtime.



- 14.8 Employees to be paid at the rate of time and a half based on their current rate of pay when requested to work for Council Elections outside of ordinary hours.

15 JOURNEY INSURANCE

Throughout the life of this Agreement, Council will provide the following 24-hour journey insurance:

- 15.1 Cover for bodily injury to employees whilst engaged in a journey to and from their residence and place of work and between a place of training for work.

- 15.2 Cover for bodily injury to employees whilst engaged in all private journeys

See Appendix 4.

16 RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

The parties recognise that given no agreed performance indicators were in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved over recent years.

Productivity and efficiency gains have been achieved by staff by way of, inter alia:-

16.1 Changes Initiated by Outside Bodies:

- Enforcement of new Regulations, Code of Conduct/Practice and Policies as required by the Local Government Act;
- Full Cost Attribution for Financial Reporting;
- Compliance with Local Government Workers Compensation Scheme requirements;
- Achievement of compliance with GDS 20 Records Management;
- Five year budget linked to Strategic Plan.

16.2 Efficiency measures incorporated into the roles of existing staff:

- Regular Staff Committee meetings;
- Continued compliance with Level 3 OH&S standards;
- Continued training of Health & Safety Representatives;
- Clerical and administrative support - Tumby Bay Aged Homes;
- Rent Collection – Tumby Bay Aged Homes;
- Secretarial support - Southern Eyre Peninsula Controlling Authority;
- Secretarial support - Tumby Bay Community Library;
- In kind support to Community - Auditing for local clubs/groups;
- Bookkeeping for Local Government Committees;
- Provision of Development Inspection Services to neighbouring Councils;
- Provision of Dog Control Inspection Service to neighbouring Councils;
- Provision of Health Inspection Services to neighbouring Councils;
- Waste Oil Collection Facility;
- DrumMuster



16.3 Introduction of new technologies:

- Achievement of competency in Authority Release 5.0;
- BPay and EFTPOS facilities;
- On-Line Banking;
- Introduction of Authority e-Services for online public transactions and enquiries
- Introduction of Interplan – Integrated Planning Software
- Continued improvement of Council's Dynamic Website;
- Metro Count Facility;
- Health Manager
- Conversion to Mapinfo Professional & Proviewer 8.5

17 CORPORATE WARDROBE / STAFF UNIFORM

Council recognises the benefit of having its employees identified in the workplace and in the Community as employees of Council and whilst not compulsory encourages the wearing of the L.G. Corporate Uniform. In recognition of these benefits, Council will provide a subsidy of \$300 towards the purchase of Corporate Uniform items, not cumulative in each 12 month period of this agreement for employees who elect to wear the uniform.

18 PLANT/TECHNOLOGY AND EQUIPMENT

Council is committed to upgrade plant, technology and equipment subject to availability of funds to maximise productivity increases offered through workplace reform.

Relevant employees will be given the opportunity to comment on the selection of such equipment.

19 ANNUAL LEAVE

The parties agree that the increases granted pursuant to this agreement include the absorption of Annual Leave Loading.

Annual Leave may be taken in lots of less than one week provided it is taken with consent of the Employee's Supervisor, eg, leave may be taken in one day lots.

20 PERSONAL LEAVE

In addition to clauses 7.3 and 7.8.1 of the Award, in recognition of the needs of employees with personal responsibilities employees shall be able to access their accrued sick leave entitlement for attending to personal responsibilities, to the extent of 38 hours per annum.

Personal responsibilities shall include such items as funerals, meetings and appointments, etc which can only be attended during the employees normal work hours.



For the purpose of this agreement per annum for individual employees will be calculated to correspond with the anniversary date of their employment with the employer

21 PAYROLL DEDUCTIONS

The current practice of payroll deduction services for FBT Contributions and Social Committee Contributions be continued with the introduction of any new deductions to be subject to agreement by both employees and employer.

22 SALARY SACRIFICE

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.

- a) 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.
- b) 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.
- c) The application shall be in writing and 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.
- d) The individual agreement to salary sacrifice may be rescinded by the employee or employer provided one (1) month prior notice in writing is given to the payroll officer and/or employee as required.
- e) The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the sacrifice arrangements.
- f) Employees annual salary for the purpose of superannuation calculations will not be affected by salary sacrifice arrangements and shall continue to be based on the employees gross salary prior to superannuation contributions.

23 DISPUTE RESOLUTION

23.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

- a. It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- b. 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 or industrial officer in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.



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- c. If the matter is not resolved at that stage, the employee (and the workplace representative if desired) may refer the matter to the District Clerk. The employee and workplace representative may involve an Industrial Officer at this stage.
 - d. The above process should be completed within seven (7) days of the issue first being raised
 - e. Nothing contained in this clause shall prevent an industrial officer or union from raising matters directly with management or the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 23.2 Any disputes arising under this agreement shall be dealt with through the following steps:
- a. Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation
 - b. If this does not succeed then the matter may be referred to the South Australian Industrial Relations Commission for it to exercise its conciliation powers;
- and
- c. If conciliation does not resolve the matter then the parties will place it before the South Australian Industrial Relations Commission for arbitration.

24 HUMAN RESOURCE POLICIES

The following policies Appendixed to this Agreement shall continue during the life of this Agreement:-

- Staff Training Policy
- Equal Opportunity Policy Statement
- Recruitment and Selection Policy

25 MULTISKILLING

The parties agree that maximum efficiency will be enhanced by ensuring flexibility and multiskilling within and across work groups to improve service delivery. This process will be monitored and reviewed in consultation with employees and the Joint Consultative Committee.

26 ALLOWANCES

For the life of this agreement the employees agree that no Availability Allowance shall apply. It is also acknowledged that no employee is required to be available for recall to work unless expressly agreed to between the employee and his or her supervisor and if called shall be paid in accordance with Clause 14.1.

For the life of this agreement the employees agree that no Meal Allowance shall apply when working overtime



27 STUDY LEAVE

27.1 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:

27.1 1 that such courses are appropriate to local government;

27.1 2 that such courses and the method of undertaking such courses are approved and authorised by the employer.

27.2 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.

27.3 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.

27.4 Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided by this Agreement

28 SALARY INCREASES

Upon the signing of this Enterprise Agreement Employees covered by this Agreement are entitled to the following salary increases:-

Phase 1 CPI + 1%, with a minimum benchmark of not less than 4% as from the 10th January, 2007.

Phase 2 CPI + 1%, with a minimum benchmark of not less than 4% payable on the pay period commencing the 9th January, 2008.

Phase 3 CPI + 1%, with a minimum benchmark of not less than 4% payable on the pay period commencing the 7th January, 2009.

Australian Bureau of Statistics published Consumer Priced Index (CPI) – Adelaide, averaged over the previous twelve month period, to the September Quarter.

29 NO FURTHER INCREASES

Apart from the increase granted under Clause 29 of this Agreement, all parties to this Agreement agree:

- That for the life of the Agreement there will be no further salary increases sought or granted.



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30 SIGNATORIES TO THE AGREEMENT

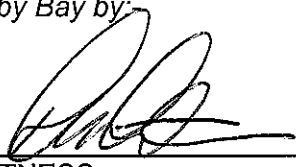
Signed for and on behalf of the District Council of Tumby Bay by:



MR E.A. ROBERTS
DISTRICT CLERK

19 / 12 / 2006

DATE



WITNESS

19/12/2006

DATE


Signed for and on behalf of the Australian Services Union SA & NT Branch by :-



BRANCH SECRETARY

2 / 1 / 07

DATE



WITNESS

2/1/07

DATE



STAFF TRAINING POLICY

Council's Training Budget will be used extensively on Training Programs aimed at benefiting both its staff and Council.

All employees will be encouraged to participate in Training Programs which are applicable to their work activities.

When selecting Training Programs employee's suggestions on areas in which they require training will be encouraged and evaluated.

Training assessments will be carried out on a yearly basis to ensure that all employees receive a fair share of training opportunities within the workforce.



EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The District Council of Tumby Bay believes it has a social responsibility towards all members of its community and is required to create an employment which reflects the values and needs of the community.

Accordingly, the District Council of Tumby Bay is firmly committed to the principle of Equal Employment Opportunity for all staff.

To achieve fair and equitable treatment in all aspects of Human Resources Practice and Community Service provision, the District Council of Tumby Bay recognises its legal obligation under the South Australian Equal Opportunity Act, 1984 and the Local Government Act, 1999.

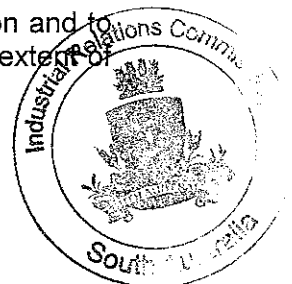
1. The South Australian Equal Opportunity Act and its subsequent amendments make discrimination unlawful on the grounds of: sex; sexuality; marital status; pregnancy; race; impairment (physical or intellectual); and age. These apply to the areas of employment, providing goods and services, advertising and others as per the Act. Sexual harassment and victimisation, as defined in the Act, are also unlawful.
2. The Local Government Act, 1999 requires that Councils observe general principles of personnel management, and develop and implement Equal Employment Opportunity Programs relating to Council Employment. The District Council of Tumby Bay will therefore:
 - a. consult the Council's Staff Committee, E. E. O. Officer and employees when regarding Council's Equal Employment Opportunity Program;
 - b. establish procedures to deal with discrimination effectively;
 - c. appoint an Equal Employment Opportunity Officer;
 - d. develop an on-going Equal Employment Opportunity Program of practical implementation strategies, including training and/or staff development for staff procedures and Elected Members; and
 - e. ensure all staff and Elected Members are kept well informed about policies and procedures for implementation strategies.

The overall responsibility for monitoring effectiveness of this policy and for implementing an on-going program of action is vested in the District Clerk.

All employees have a personal responsibility in the practical application of this policy, however, specific responsibility rests with Council's Senior Staff to prevent discrimination and promote Equal Employment Opportunity within the workplace.

Employees are encouraged to raise equal opportunity issues or grievances with the Equal Employment Opportunity Officer or Staff Committee members. Confidentiality will be respected. It should also be noted that it is the right of every South Australian to seek advice or assistance from the Equal Employment Opportunity Commission.

This policy reflects commitment to create a workplace which is free of discrimination and to which all people are permitted equal access and opportunity to progress to the full extent of their ability.



RECRUITMENT AND SELECTION POLICY

Person Responsible for Implementation: E.E.O. Officer

a. That the process of staff selection is equitable, fair and based on:

- Merit
- Legislative requirements
- E.E.O. considerations
- Confidentiality
- Good Human Resource Management practice

Which will result in the appointment of the most capable applicant.

b. That clear instruction and procedures are developed and available to all those who participate in the selection process:

- Management
- Selection Committees
- Applicants

c. That the Selection Committee be accountable regarding the process and decision making to:

- Applicants
- Council
- Equal Employment Commission

d. That Selection Committee involvement in staff selection confers considerable responsibility, and to ensure due awareness of this, all members of a selection committee should have received training to develop the necessary skills and knowledge.

e. That applicants have the outcome of the selection process communicated to them in writing and that provision is made to provide additional feedback to internal applicants. This implies that the selection process must be accurately documented.

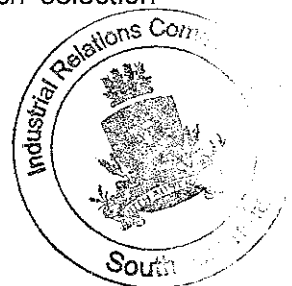
f. That an appeal mechanism is in place to enable the review of selection decisions and the selection process

g. Documentation regarding each recruitment/selection should be forwarded to the E.E.O. Officer who will keep it for a period of 6 months before it is destroyed.

h. The same recruitment and selection procedures will be applied to external and internal applicants.

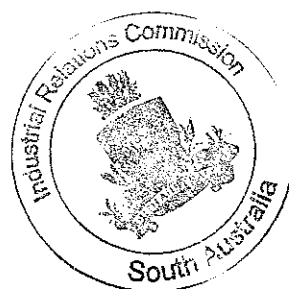
i. All appointments will be made by a selection panel comprising at least 3 people.

j. The E.E.O. Officer or their delegate will be an ex-officio member of each selection panel.



Appendix 3 (cont'd)

- k All recruitment advertisements will include the following:
- The District Council of Tumby Bay is an equal employment opportunity employer and offers a smoke free work environment.
 - Applications should be addressed to the District Clerk and marked "Confidential Application"
- l Applications once received by Council will remain confidential and will only be viewed by the Selection Committee.
- m All unsuccessful applications and relevant correspondence will be destroyed after a 6 month period.



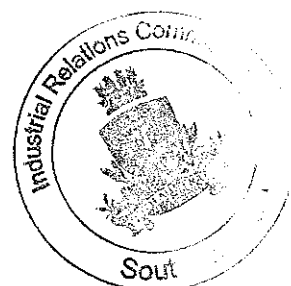


LOCAL GOVERNMENT RISK SERVICES

Journey Injury

OUR REF: 015214

INSURED	District Council of Tumby Bay for an on behalf of All Employees		
ABN AND ITC DETAILS	ABN	22 393 356 827 ITC	100.00%
BUSINESS	Principally Local Government Authority		
GEOGRAPHICAL SCOPE	Worldwide		
JURISDICTIONAL SCOPE	Australia		
GOVERNING LAW OF CONTRACT	Australian		
PERIOD OF INSURANCE	From: 30 June 2006 at 4 PM Local Standard Time		
	To: 30 June 2007 at 4 PM Local Standard Time		
	and any further period for which the Insurer agrees to provide cover:		
INTEREST INSURED	Bodily Injury to Employees whilst engaged in a journey to & from their residence & place of work & between a place of training for work.		
LIMITS OF LIABILITY	Death & capital benefits		\$100,000
	Weekly Benefits: 100% of weekly earnings (as defined) payable for 104 weeks from the date of injury		
AGGREGATE LIMIT	\$2 000,000 any one event		
DEDUCTIBLE/EXCESS	The Insured shall bear the first \$Nil of each and every loss or series of losses arising out of any one event		
NUMBER OF EMPLOYEES	22		
INCLUDING ALL PRIVATE JOURNEYS	Yes		





LOCAL GOVERNMENT RISK SERVICES

SCOPE OF COVER

All sums which the Insured shall be legally liable to pay to third parties by reason of:

- Death or Personal Injury
- Loss or Damage to Property

happening during the Period of Insurance and caused by an occurrence in connection with the Business.

POLICY WORDINGS
AND CONDITIONS

Underwriters policy QM206 (0506) and endorsements as below

Page 6 Words with special meanings:

The following definition only applies if **Including all Private Journeys** is selected as Yes on the Schedule that forms part of this Tax Invoice and premium is paid for the cover

"Private Journey" means any travel undertaken whilst the Insured Person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.

Page 6 Words with special meanings:

"Pre Disability Earnings": the word 'inclusive' replaces 'exclusive'

Page 7 Section A – Capital Benefits

The following compensation percentages are amended

- No 23 increased to 15%
- No 24 increased to 10%
- Include new benefit No.31 "Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth – per tooth 1% "

Section A – Capital Benefits

The wording of the last dot point, last paragraph is amended by deleting the words ' or Statutory Transport Accident Scheme ' to read:

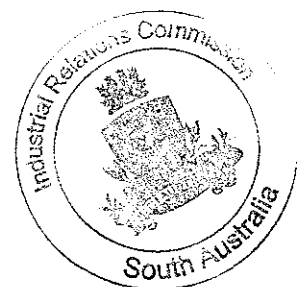
" – any benefit from a Workers' Compensation Scheme, we will not pay any benefit."

Page 8 Section B – Weekly Benefits – Injury

The compensation table is amended

1. "First 52 weeks" replaced by "104 weeks"
2. Deleted

INT REF : JOURNEY 06





LOCAL GOVERNMENT RISK SERVICES

INSURER	QBE Commercial
POLICY NUMBER	60A 015542 PAD
REMARKS	Please refer to your policy document for details of Terms Conditions and Exclusions

