

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

Case number	02706/2019
Applicant	The Australian Workers' Union (AWU)
Respondent	District Council of Mount Remarkable

## Orders - Approval of Enterprise Agreement

### District Council of Mount Remarkable Enterprise Agreement No 9 - 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 31 October 2019 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, reading 'P McMahon'.

Commissioner McMahon

20 Sep 2019

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



# **DISTRICT COUNCIL OF MOUNT REMARKABLE**

## **ENTERPRISE AGREEMENT NO. 9 - 2019**

### ***CLAUSE 1 - TITLE***

- 1.1 This Agreement shall be entitled "District Council of Mount Remarkable Enterprise Agreement No 9-2019"

### ***CLAUSE 2 - ARRANGEMENT***

1	Title
2	Arrangement
3	Application
4	Period of Operation
5	Definitions
6	Relationship to Current Award
7	Intent and Objectives
8	Consultative Mechanism
9	Training
10	Employee Relations
11	Specific Changes
12	Basic Standards Not Affected
13	Employees Protection
14	Workplace Health Safety
15	Pay Increases
16	Income Protection
17	Dispute Resolution
18	Superannuation
19	Salary Sacrifice
20	Paid Maternity/Paternity Leave
21	No Further Claims
22	Not to be used as a Precedent
23	Signatories
APPENDIX A	Rates of Pay

### ***CLAUSE 3 - APPLICATION***

- 3.1 This Agreement shall be binding upon the District Council of Mount Remarkable (the Employer) and the Australian Workers (Amalgamated AWU (SA) State Union) and all Employees of the District Council of Mount Remarkable in respect of work performed pursuant to the terms of the Local Government Employees Award.

## **CLAUSE 4 - PERIOD OF OPERATION**

- 4.1 This Agreement shall commence from the date of certification and remain in force until the 31<sup>st</sup> October 2022. This Agreement will be reviewed and re-negotiated during the final three (3) months of the life of the agreement.

## **CLAUSE 5 - DEFINITIONS**

- 5.1 For the purposes of this Agreement:

- ✚ **"Award"** means Local Government Employees Award.
- ✚ **"Employer"** means the District Council of Mount Remarkable.
- ✚ **"Union"** means the Australian Workers Union (Amalgamated AWU (SA) State Union).
- ✚ **"Employee"** means any Employee of the Council who performs work covered by this Agreement and the Award.
- ✚ **"Agreement"** means District Council of Mount Remarkable Enterprise Agreement No 9 - 2019.
- ✚ **"Consultation"** means the process which will have regard to Employees interested in the formulation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- ✚ **"Superannuation"** *"Local Government Superannuation Scheme"* means the superannuation scheme established in 1984 under the Local Government Act 1934 (as amended) and as a result of the Local Government (Superannuation Scheme) Amendment Act 2008, from 1 January 2009 governed substantially by a stand-alone trust deed between the Local Government Superannuation Board (former Trustee) and Local Super Pty Ltd (new Trustee).
- ✚ **"Workplace Representative"** means an Employee who is elected as per the Rules of the Australian Workers Union under rule 45.

## **CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD**

- 6.1 This Agreement shall be read in conjunction with the Award, provided that where there is any inconsistency this Agreement shall take precedence.

## ***CLAUSE 7 - INTENT AND OBJECTIVES***

- 7.1 The intent is to be leaders in the South Australian Local Government workplace.
- 7.2 The economic health of the Employer and the wellbeing of all is dependent on the success of a shared commitment to prepare for the future and a more competitive environment.
- 7.3 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Employer and there upon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.
- 7.4 The aims and objectives of this Agreement will be achieved by addressing such matters as:
  - 7.4.1 the removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations;
  - 7.4.2 improving flexibility in labour supply, without a reduction in current staff levels;
  - 7.4.3 reviewing and improving work arrangements;
  - 7.4.4 develop a high degree of participation, teamwork, trust and shared commitment to the goals and policies of the Employer and the achievement of real and sustainable improvements in productivity;
  - 7.4.5 adoption of practices to improve standards of Work Health and Safety (WH&S);
  - 7.4.6 looking at new ways of improving work practices and reduction of wastage and lost time;
  - 7.4.7 continuing development and adoption of initiatives designed to enhance the Employer's performance;
  - 7.4.8 introduction of measures to reduce absenteeism;
  - 7.4.9 continuously looking at new ways to improve processes and customer satisfaction;

- 7.4.10 affirmative action by all and commitment to Equal Employment Opportunity principles;
- 7.4.11 to ensure the Employer's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Employer;
- 7.4.12 Employees agree to promote the corporate image by the compliance to wear the Employers uniform as per WH&S policy;
- 7.4.13 ensure strict adherence to the Award, this Agreement and all statutory provisions.

## ***CLAUSE 8 - CONSULTATIVE MECHANISM***

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The Single Bargaining Unit commit to meet every six (6) months after certification of the Agreement to discuss and consider any issues arising within that six (6) month period. The parties are committed to allowing the Employees to meet prior to this meeting during normal hours. The AWU shall conduct the Employee meeting at the regular start time for the Employees. The principle Consultative Structure is the Single Bargaining Unit.
- 8.2 Single Bargaining Unit
  - 8.2.1 The Single Bargaining Unit shall comprise:
    - 8.2.1.1 Employer representatives employed and/or elected by the Employer.
    - 8.2.1.2 Employee representatives elected by Employees of the Employer.
    - 8.2.1.3 The Chief Executive Officer of the Employer or his/her proxy.
    - 8.2.1.4 The Secretary of the Australian Workers Union South Australian Branch (or their nominee), who shall be a permanent member of the Committee.

- 8.2.2 The role of the Single Bargaining Unit shall be:
- 8.2.2.1 To reach decisions by consensus. All decisions will operate as recommendations.
  - 8.2.2.2 To hear and acknowledge reports and ideas generated by Employee and employer representatives on a range of issues.
  - 8.2.2.3 To provide a forum for information flow between the employer and Employees.

## ***CLAUSE 9 - TRAINING***

- 9.1 Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Employer agrees to institute appropriate training for Single Bargaining Unit Members, in the Employer's time. Further, such training is to be discussed and approved by agreement between the Employer and the Union.

## ***CLAUSE 10 - EMPLOYEE RELATIONS***

- 10.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee relations throughout the organisation.
- 10.2 The parties agree the need to refocus the traditional Industrial Relations approach to one of Employee relations, where consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.
- 10.3 Management is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

## ***CLAUSE 11 - SPECIFIC CHANGES***

- 11.1 Existing Flexibilities
- 11.1.1 The parties acknowledge that flexibilities and productive work practices already exist at the workplace. On the basis, a component of the wage increase contained in Clause 15 is for the recognition of those flexibilities.

## 11.2 Training Needs Analysis

- 11.2.1 The parties are committed to investigate the training requirements for each individual employed by the Employer. The parties will develop an appropriate training agenda based on this training needs analysis and shall implement such training at the earliest possible opportunity. The objective of such training shall be to ensure a multi-skilled flexible work force for the Employer.

## 11.3 Work Practices

- 11.3.1 The parties shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through agreement by the parties.
- 11.3.2 The parties agree that best practices are simply the best way of doing things and recognise it is a process of constantly changing and adapting to new pressures.
- 11.3.3 The parties are committed to implementing change (including technological) to improve work processes.
- 11.3.4 The parties acknowledge that there is a need to redesign jobs (in particular where outdated management and work practices exist) with a view to improving the level of productivity.
- 11.3.5 Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with objective of a more flexible, effective and efficient work force.

## 11.4 Casuals

- 11.4.1 A casual Employee is an Employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Appendix A of the Agreement.
- 11.4.2 A casual Employee is paid for time worked only and is not entitled to the various types of leave prescribed in Part 7 of the Award. Provided however that where a casual Employee performs work at a time which attracts penalty rates under the Award, the penalties will also apply for the work performed by the casual Employee.

- 11.4.3 Where the work is stopped by rain or dust, up to twenty (20) minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the Employer, work does not resume, the Employees will be paid no less than two (2) hours pay for the day.
- 11.4.4 Where a casual Employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid no less than two (2) hours pay for the day.
- 11.4.5 The minimum engagement for a casual Employee is two (2) consecutive hours.
- 11.4.6 With the exception of swimming pool attendances, the maximum term of engagement for a casual Employee working full-time (i.e. a thirty-eight (38) hour week) will be ten (10) consecutive weeks.
- 11.4.7 Provided however that there are no limitations on the term of engagement of a casual Employee working less than full-time hours.
- 11.5 Part-time Employees
  - 11.5.1 An Employee employed on less than a full-time basis may be engaged as a part-time Employee.
  - 11.5.2 Where a part-time Employee agrees such Employee may work up to thirty-eight (38) hours per week within the normal span of hours without attracting overtime. All work performed in excess of thirty-eight (38) hours per week within the normal span of hours to be paid at the appropriate overtime rate and work performed outside the normal span of hours to attract penalty. The Employee shall be given a minimum of twenty four (24) hours' notice of the requirement to work additional hours and shall be engaged for no less than one (1) additional hour or in situations where the Employee is required to work on an additional day the term of engagement shall be no less than three (3) hours.
  - 11.5.3 Adjustments to all entitlements to be made proportionate to the additional hours worked over the Employee's contractual hours of duty.



## 11.6 Fixed Term Employees

- 11.6.1 A Council may engage Employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other Employees provided that any such fixed term is clearly identified at the time of engagement.

## 11.7 Annual Leave

- 11.7.1 Annual Leave loading shall be paid when the annual leave is taken by the Employee.

## 11.8 Work/Family

- 11.8.1 Sick leave is provided for in the Award, but may be taken for periods of personal illness, periods of illness of immediate family members, or for urgent personal or family needs.
- 11.8.2 Where possible Employees will be required to give prior notice of absence for Personal Leave to enable the Employer to make required adjustments to work schedules.
- 11.8.3 The Employer will provide training for Managers, Supervisors and Team Leaders to ensure they have a full understanding of the impact of absenteeism on the Council.
- 11.8.4 Employees may take a maximum of 3 individual days sick leave each year for urgent personal matters other than those outlined above, with the prior approval of the Employer.

For example: sick leave may be taken to attend the funeral of a person who is not an immediate family member, sick leave may be taken to care for a non-immediate family member. Employees are required to provide a statutory declaration that the time off required was for the above circumstances contained within clause 11.8.4

## 11.9 Security of Employment

- 11.9.1 The Employer agrees to security of employment and undertakes that there will be no reduction in employment levels below nine (9) Employees.

## 11.10 Minimum Classification

11.10.1 That the parties agree the minimum classification for permanent multi-skilled and permanent part time multi-skilled Employees will be grade five (5). All new Employees will be reclassified to Grade six (6) Year (3) after two (2) years of employment. Reclassification will be dependent on the Employee being a permanent multi-skilled or permanent part time multi-skilled Employee. Council will have access to the provisions of Schedule 2, Section 2 of the Local Government Employees Award 1998 when it comes to the reclassifications covered within this clause.

11.10.2 Employees who are required to operate heavy vehicles that exceed thirteen (13) tonne will be reclassified to grade seven (7) whilst operating said vehicles.

## 11.11 Flexible Hours - Aggregate Hours Approach

11.11.1 Based on a thirty eight (38) hour per week, all hours shall be worked as part of a two (2) week cycle with the minimum working requirement being seventy six (76) hours worked over a nine (9) day fortnight. The spread of the ordinary hours of work for Employees shall be between 6.00 am and 6.00 pm Monday to Friday by agreement between the Employer and Employee.

11.11.2 Normal Ordinary working hours will be, within the fortnight;  
Week 1 7.30am - 4.30pm Monday to Thursday  
Rostered Day Off Friday  
Week 2 7.30am - 4.30pm Monday to Thursday  
7.30am - 4.00pm Friday

11.11.3 This Agreement allows for up to one hundred (100) hours to be worked as part of the two (2) week cycle on the basis that the time worked in excess of seventy six (76) hours may be accumulated for time off in lieu of payment or paid at the ordinary hourly rates in accordance with 11.19.2.

11.11.4 All-time worked in excess of one hundred (100) hours in the two (2) week cycle will be paid at the appropriate overtime rate.

11.11.5 Deployment of Employees on flexible hours will be by agreement between the Employee and the Employer on the basis of seasonal and/or organisational needs.

11.11.6 This flexible hour's arrangement will be Monday to Friday and may include public holidays and rostered days off.

#### 11.12 Cleaners or Swimming Pool Attendants

11.12.1 Those Employees employed by the District Council of Mount Remarkable in the capacity of cleaners or swimming pool attendants will be covered by the relevant terms and conditions of employment contained within the Local Government Employee Award with respect to hours of work covered within Part 6, Clause.6.1 Hours of Work.

#### 11.13 Recalls and Call outs

11.13.1 All recalls and call outs will be paid for time worked at ordinary time except where the Employee has worked in excess of one hundred (100) hours in the two (2) week cycle then the Employee will be paid at time and one half of ordinary time.

#### 11.14 Emergencies

11.14.1 Where directed by the Employer, Employees undertake to work to combat emergencies as they arise. Time spent combating emergencies shall be included in the flexible hour's agreement. Up to one hundred (100) hours per two (2) week cycle shall be paid at ordinary time with time worked in excess of one hundred (100) hours paid at time and one half of ordinary time.

11.14.2 The flexible hour's arrangement includes time spent combating emergencies such as bushfires where attendance at these incidents will be directed by the Employer.

#### 11.15 Patrol Grading

11.15.1 Flexibility of Hours 6.00am - 6.00pm (Maximum twelve (12) hour day excluding breaks)

11.15.2 Patrol grader operators shall endeavour to be flexible with their duty and operating schedule so as to accommodate seasonal need. By mutual agreement between the Employer and Employee, Employees will have the option of carrying out grading operations on the weekend. Employees will be paid the appropriate penalty rates as prescribed in the Award for all weekend work.

11.15.3 Flexibility in rest period to allow as paid time in each working day: three (3) by twenty (20) minute breaks at the discretion of the operator when working in excess of ten (10) hours.

#### 11.16 Drivers Licence/National Driver Work Diary

- 11.16.1 Upon presentation of the licence/national driver work diary by an Employee who requires a drivers licence/national driver work diary as a condition of their employment, the Employer will reimburse the yearly cost of the Employees driver's licence at the current yearly rate on the first pay period on or after the 1st of July in the new financial year.
- 11.16.2 National driver work diary shall be paid in the first pay period after the presentation of the receipt for reimbursement.
- 11.16.3 Where an Employee is required by the Employer to undertake training to obtain a licence in addition to that held, the Employer will pay for all associated costs.

#### 11.17 Multi-skilling Clause

- 11.17.1 All Employees agree to be multi-skilled in all operations of the Employer's earthmoving machinery, to provide additional skills to Employees through training and flexibility to the Employer in the daily work activities.
- 11.17.2 The Employer will endeavour to give all Employees the opportunity to be multi-skilled, subject to operational requirements, to ensure they are performing to a determined standard whereby the minimum classification can be enhanced. The provisions of this clause do not affect the provisions of clause 11.10
- 11.17.3 An annual Employee development and appraisal process will be an integral component ensuring ongoing monitoring of work performance and work roles, and the identification of training and development needs so as to have all Employees multi-skilled and performing at the determined standard.
- 11.17.4 Employees will continue to have the ability to raise any issues when the need arises with the annual Employee development and appraisal process not being a substitute for the same.

#### 11.18 Employee Incentive Scheme

- 11.18.1 During the term of this Agreement, all Employees are encouraged to bring forward their views to Management regarding ways in which their work or operations may be carried out more productively or efficiently.
- 11.18.2 Upon receipt of the proposal in writing, the Director Works shall acknowledge receipt in writing to the Employee(s) concerned.

- 11.18.3 The Director Works and the Chief Executive Officer shall give due consideration to the proposal and advise the Employee(s) of any intention to implement changes arising from the proposal.
- 11.18.4 Where the changes lead to a quantifiable savings against the Employer's Budget the Employee(s) responsible for initiating the idea(s) shall be recognised by the Employer in a form to be determined and reflective of the nature and quantity of savings achieved.
- 11.19 Finishing of Work due to Inclement Weather
- 11.19.1 Where work ceases due to inclement weather Employees shall hold themselves available for duty by mutual agreement between the Employer and Employee, the Employee may take time off in lieu of payment or annual leave, where no time off in lieu is available, should they not wish to undertake alternative duties. In the event that the Employer discharges Employees, the Employee will be entitled to be paid for the remaining period of ordinary hours at their normal rate.
- 11.19.2 Employees will be allowed to accumulate up to a maximum of 38 hours of TOIL to allow Employees to take a period of time off by mutual agreement between the Employer and Employee. Further TOIL above the 38 hours will be accrued by mutual agreement between the Employer and the Employee.
- 11.19.3 During days of extreme hot weather and through a majority consensus of Employees and the mutual agreement with the Employer, Employees will start at 6am.
- 11.20 Personal Leave for Medical Appointments
- 11.20.1 When an Employee has an accepted claim for compensation under the Return to Work Act 2014 and pursuant to Section 39(3) of that said Act, the Employee's entitlement to weekly payments in respect of a work injury has come to an end, then the Employee can apply for the use of Personal Leave to attend medical appointments for that work related injury. Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must have notified Council at least seven (7) calendar days prior to the appointment and provide a Medical Certificate from the medical practitioner following the appointment.

## ***CLAUSE 12 - BASIC STANDARDS NOT AFFECTED***

12.1 Basic standards of employment and entitlements in the workplace will not be negotiated at the Enterprise level for the life of this Agreement, including the following:

- 12.1.1 Hours of Duty
- 12.1.2 Award Rates of Pay and Classifications
- 12.1.3 Annual Leave
- 12.1.4 Penalty Rates e.g.: Overtime Rates, TOIL Rates
- 12.1.5 Training Levy
- 12.1.6 Average Weekly Working Hours of thirty-eight (38) Hours
- 12.1.7 Nine (9) Day Fortnight

## ***CLAUSE 13 - EMPLOYEES PROTECTION***

13.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the Employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service, etc.

## ***CLAUSE 14 – WORK HEALTH AND SAFETY (WHS)***

- 14.1 All Employees of the Employer shall be ensured a safe working environment at all times.
- 14.2 The Employer, Union and the Employees shall give full cooperation to the achievement of high standards of WHS, the Employer will provide a safe working environment for its Employees, the parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012. (as varied from time to time)
- 14.3 The parties recognise safety education and safety programmes shall be fundamental in achieving this objective. On all of the Employers projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant WHS guidelines so as to provide and maintain a safe working environment.

## ***CLAUSE 15 - PAY INCREASES***

- 15.1 Upon signing with regard to the general intent and principles of the Enterprise Agreement, the Employer agrees that:
- 15.2 Employees will be entitled to the following wage increases:
- 15.2.1 Upon signing of this Agreement wages to be increased by 2.5% above the current rate of pay after the first full pay period of the 1st November 2019 Disability Allowance and service increments to be included after the percentage is applied
  - 15.2.3 A further 2.5% increase to be applied after the first full pay period of the 1st November 2020. Disability Allowance and service increments to be included after the percentage is applied.
  - 15.2.4 A further 2.5% increase to be applied after the first full pay period of the 1st November 2021. Disability Allowance and service increments to be included after the percentage is applied.
- 15.3 The rates are inclusive of service and supplementary payments and absorbs the allowances and special rates set out under Schedule 4 and 5 to the Award other than Motor Vehicle allowance.
- 15.4 The wage rates are contained in Appendix A.

## ***CLAUSE 16 - INCOME PROTECTION***

- 16.1 The Employer will take out and keep current on behalf of all the Employees other than Casual Employees, 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 17 - DISPUTE RESOLUTION***

- 17.1 The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party.

- 17.2 At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly, and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.
- 17.2.1 The Employee will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the Employee
- 17.2.2 If the dispute is not settled at Stage 1, the Employee will meet with the Supervisor and his/her Manager.
- 17.2.3 If the dispute is not settled at Stage 2, the Employee, and Union Organiser will meet with the Supervisor, Manager and the Chief Executive Officer or Deputy Chief Executive Officer.
- 17.2.4 If the dispute is not settled at Stage 3, the State Secretary of the Union will be advised. If the employer considers it appropriate, additional assistance may be sought from the Local Government Association of South Australia (LGA) in order to settle the matter.
- 17.2.5 If the dispute is not settled at Stage 4, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 17.3 Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within five (5) working days.

## ***CLAUSE 18 - SUPERANNUATION***

- 18.1 Choice of fund applied from 1 January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd (ABN 62 008 099223) (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super)

“Statewide Super” means the superannuation scheme that merged with the Local Government Superannuation (‘local super’) which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to



amendments to the 1999 Act that took effect on 1 January 2019 before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

The amount of the Employer superannuation contribution will be:

For each Employee who is making a Salary Link Contribution to Statewide Super:

- a. 3% of the Employee's salary (or as amended); and
- b. Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
- c. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee

***"Salarylink contribution"*** has the meaning given to that term under the Trust Deed.

For each other Employee:

- Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund as per clause 19 Salary Sacrifice.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

## ***CLAUSE 19 - SALARY SACRIFICE***

19.1 A salary sacrifice arrangement is available to the Employees on the following basis:

- 19.1.1 a maximum of 30% of an Employee's pre-tax salary, may be sacrificed and applied to noncash benefits.
- 19.1.2 Salary and allowances otherwise payable to the Employee are abated and reduced to the extent that payments are made by the employer in accordance with a Salary Sacrifice arrangement.

- 19.1.3 The Employer holds no liability whatsoever, including Fringe Benefits Tax (FBT).
- 19.1.4 Employees have sole responsibility for seeking independent personal financial advice.

## ***CLAUSE 20- PAID MATERNITY/PATERNITY LEAVE***

- 20.1 A permanent female Employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of eight (8) weeks, provided that:
- 20.1.1 In the first instance, she shall have a total of twelve (12) months of continuous service at the time of taking the leave.
- 20.1.2 The period of eight (8) weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the Employees leave.
- 20.1.3 Any public holiday or other statutory holiday which may fall within the period of eight (8) weeks paid maternity leave shall be counted as a day of such maternity leave.
- 20.1.4 Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- 20.2 A male Employee who has completed twelve (12) months continuous service will be entitled to one week paid paternity leave on the production of a medical certificate from a legally qualified practitioner confirming pregnancy of his partner.

## ***CLAUSE 21 - NO FURTHER CLAIMS***

- 21.1 The Parties undertake that during the period of operation of this Agreement there shall be no further claims sought or granted, except for those provided under the terms of this Agreement.

## **CLAUSE 22 - NOT TO BE USED AS A PRECEDENT**

- 22.1 This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Authority.

## **CLAUSE 23 - SIGNATORIES**

Signed for and on behalf of the District Council of Mount Remarkable:



**WAYNE HART**

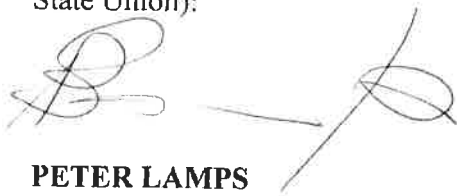
Chief Executive Officer

Witness



On this 11 day of July 2019

Signed for and on behalf of the Australian Workers Union, (Amalgamated AWU (SA) State Union):



**PETER LAMPS**

Secretary

Witness



On this 11<sup>TH</sup> day of July 2019

## APPENDIX A

### RATES OF PAY

Grade	Year	Wage Rates							
		Base	from first full pay period after 1 November 2019						
			2.5%	Sch 2	Sch 3	DA	Total	Hourly	Annual
1	1	968.13	992.33			32.30	1,024.63	26.9639	53,281
	2	980.47	1,004.99	10.10		32.30	1,047.39	27.5628	54,464
	3	992.67	1,017.49	10.10	10.00	32.30	1,069.89	28.1549	55,634
2	1	995.06	1,019.93			32.30	1,052.23	27.6904	54,716
	2	1,007.39	1,032.58	10.10		32.30	1,074.98	28.2889	55,899
	3	1,019.60	1,045.09	10.10	10.00	32.30	1,097.49	28.8813	57,070
3	1	1,022.69	1,048.26			32.30	1,080.56	28.4357	56,189
	2	1,035.03	1,060.90	10.10		32.30	1,103.30	29.0343	57,372
	3	1,047.23	1,073.42	10.10	10.00	32.30	1,125.82	29.6267	58,542
4	1	1,056.07	1,082.47			32.30	1,114.77	29.3360	57,968
	2	1,068.40	1,095.11	10.10		32.30	1,137.51	29.9345	59,151
	3	1,080.61	1,107.62	10.10	10.00	32.30	1,160.02	30.5269	60,321
5	1	1,081.87	1,108.92			32.30	1,141.22	30.0320	59,343
	2	1,094.22	1,121.57	10.10		32.30	1,163.97	30.6309	60,527
	3	1,106.41	1,134.07	10.10	10.00	32.30	1,186.47	31.2230	61,697
6	1	1,101.50	1,129.04			32.30	1,161.34	30.5616	60,390
	2	1,113.85	1,141.70	10.10		32.30	1,184.10	31.1605	61,573
	3	1,126.05	1,154.20	10.10	10.00	32.30	1,206.60	31.7526	62,743
7	1	1,120.86	1,148.89			32.30	1,181.19	31.0838	61,422
	2	1,133.20	1,161.53	10.10		32.30	1,203.93	31.6824	62,604
	3	1,145.41	1,174.04	10.10	10.00	32.30	1,226.44	32.2748	63,775
8	1	1,138.81	1,167.28			32.30	1,199.58	31.5679	62,378
	2	1,151.15	1,179.93	10.10		32.30	1,222.33	32.1665	63,561
	3	1,163.35	1,192.44	10.10	10.00	32.30	1,244.84	32.7589	64,732
9	1	1,173.59	1,202.93			32.30	1,235.23	32.5060	64,232
	2	1,185.94	1,215.59	10.10		32.30	1,257.99	33.1049	65,415
	3	1,198.13	1,228.08	10.10	10.00	32.30	1,280.48	33.6970	66,585