

DISTRICT COUNCIL OF BARUNGA WEST ENTERPRISE AGREEMENT NO 5 - 2011

File No. 2421 of 2011

This Agreement shall come into force on and from 14 July 2011 and have a life extending for a period until 31 March 2012.

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



DATED 14 JULY 2011

A handwritten signature in black ink, appearing to read 'P. J. McNeil', is written over a horizontal line.

COMMISSION MEMBER



THE DISTRICT COUNCIL OF BARUNGA WEST
ENTERPRISE AGREEMENT NO 5 - 2011

CLAUSE 1 - TITLE

This Agreement shall be known as the District Council of Barunga West Enterprise Agreement No 5 – 2011.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- ✚ ***'Agreement'*** shall mean the District Council of the Barunga West Agreement No 5 - 2011.
- ✚ ***'Award'*** shall mean the Local Government Employees Award.
- ✚ ***'AWU'*** shall mean the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union).
- ✚ ***'Consultation'*** is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them. The objective of consultation is reaching agreed outcomes.
- ✚ ***'Employee'*** means an employee of the Council who performs work covered by this Agreement and the above Award.
- ✚ ***'Employer'*** shall mean the District Council of Barunga west.
- ✚ ***'Family'*** shall include any person who relies on the employees as a primary care giver.
- ✚ ***'Workplace Representative'*** shall mean an AWU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 - ENTERPRISE BARGAINING COMMITTEE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
 - 4.2.1 Employer representatives employed by the Council.
 - 4.2.2 Employee representatives employed by the council.
 - 4.2.3 The Union State Secretary or their Nominee.

- 4.3 The role of the Enterprise Bargaining Committee shall be:
- 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus which shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To distribute minutes of its meetings together with regular bulletins. Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Bargaining Agreement.
 - 4.3.6 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of Enterprise Bargaining negotiations.
 - 4.3.7 To resolve any disputes arising out of the operation of the Agreement.

CLAUSE 5 - DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall commence from the date of signing and shall remain in force until the 31st of March 2012. This Agreement will be reviewed and renegotiated during the final three months of its nominal life.

CLAUSE 6 - PARTIES BOUND

- 6.1 This Agreement is binding on the District Council of Barunga west in respect of its employees employed pursuant to the Local Government Employees Award and the Australian Workers Union (AWU South Australian Branch) and (Amalgamated AWU (SA) State Union) in respect of its members employed at the District Council of Barunga West.

CLAUSE 7 - RELATIONSHIP TO PARENT AWARD

- 7.1 This Agreement shall be read in conjunction with the Local Government Employees Award, and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 - AIMS / OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among AWU members employed at the District Council of Barunga West 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 enhance careers and benefits for AWU members.
- 8.4 To develop an environment where all parties are involved in decision-making processes.
- 8.5 To provide for improved wages and conditions for members of the Union.
- 8.6 To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.

CLAUSE 9 - EMPLOYEE RELATIONS

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

CLAUSE 10 - CONSULTATION

- 10.1 Good Human Resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained. Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.

10.3 Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 11 - EMPLOYEE PROTECTION

11.1 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 hours of work, annual leave or long service leave etc.

11.2 The employer agrees to security of employment and undertakes that there will be no reduction in current staffing levels for the duration of this Agreement.

CLAUSE 12 JOB AND WORK REDESIGN

12.1 Any work redesign occurring shall be based on the following:

12.1.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.

12.1.2 If performance measurement techniques are to be introduced they should be developed jointly by the parties.

12.1.3 Relevant training in work change techniques shall be afforded to all employees.

CLAUSE 13 MULTI-SKILLED WORKFORCE

13.1 Council may request an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

CLAUSE 14 - ENVIRONMENTAL EFFICIENCY

14.1 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.

14.2 In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmental sound materials and technology in Council's operations.

CLAUSE 15 - OCCUPATIONAL HEALTH AND SAFETY

15.1 The parties to this Agreement are committed to continuous improvement in occupational Health and Safety standards through the implementation of an organisational framework with the workplace which involves all parties in protecting workers' health and safety.

- 15.2 To ensure employees safety whilst working alone and to comply with current council policy employees are to commence work at the designated depot at normal commencement time and, at the cessation of the day's work, to return to the depot. This is to ensure that employees are accounted for at the end of each day's work.

CLAUSE 16 - PAYROLL DEDUCTIONS

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

CLAUSE 17 - HOURS OF WORK/CALL OUTS

- 17.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.
- 17.2 Hours of work shall be based upon seventy six (76) hours per fortnight. The spread of hours shall be by mutual agreement between employer and employee(s) in terms of the following:
- 17.2.1 Field staff hours will be spread over an eight-day fortnight on a Monday to Friday basis each week. The standard hours of work under this Agreement shall be a 9.50 hour day being between the hours of 6:30 am to 6:30 pm Monday to Friday with a total of seventy six (76) normal hours being worked over a eight day fortnight.
- 17.2.2 Construction staff hours will be based upon seventy six (76) hours per fortnight over an eight day fortnight Monday to Thursday, with each day consisting of 9.50 hours between 6:30 am to 6:30 pm.
- 17.2.3 Additional hours worked outside of standard hours specified above shall be only by mutual agreement between the employer and relevant employee(s).
- 17.2.4 The parties agree that call outs will be paid at the Award penalty devisor; however time worked only will be paid.

CLAUSE 17 - WINTER JACKETS

- 17.1 Council agrees to supply winter jackets in accordance with clause 50 'Protective Clothing' of the Local Government Employees Award.

CLAUSE 18 - PROTECTIVE CLOTHING

- 18.1 All employees agree to abide by the requirements of the employer and the relevant Occupational Health welfare and safety legislation relating to the wearing of protective clothing that is provided by the Council.

CLAUSE 19 - EQUAL EMPLOYMENT OPPORTUNITY

- 19.1 The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the South Australian Equal opportunities Act.

CLAUSE 20 - TRAINING

- 20.1 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.
- 20.2 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.
- 20.3 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 a Council in improved productivity and efficiency and should provide improved career options for employees.
- 20.4 Council has a commitment to ongoing training of employees evidenced by allocation of funds to training.
- 20.5 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training responses.
- 20.6 Council undertakes to conduct a Training Needs Analysis.
- 20.7 General comments will be made available to all staff. A copy of each individual's analysis will be given to the employee together with a proposed individual training plan.
- 20.8 The overall training plan for the organisation should be consistent with the strategic and organisational needs of Council.
- 20.9 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 20.10 Where an employee has been employed by the employer in a particular capacity, but is no longer required by the employer to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost (in a manner to be negotiated) in retraining any qualification required under the previous terms of employment up to a level of \$500 per annum.

CLAUSE 21 - WORKPLACE REPRESENTATIVES AND UNION TRAINING

- 21.1 Recognition by Employer of Workplace Representative Role.
- 21.2 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union workplace Representatives, the employer shall recognise such person or persons as being accredited by the union for the following purposes:
- 21.2.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
 - 21.2.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
 - 21.2.3 Receiving of instructions from the Union regarding performance of Union duties.
- 21.3 For the purpose of carrying out the functions under this clause Union Workplace Representatives(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are union workplace Representatives(s), and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 21.4 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the work site to him or her and will provide reasonable facilities to enable the workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep union information.
- 21.5 Leave Entitlement for union Committees:
- 21.5.1 An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours.
- 21.6 Union Training:
- 21.6.1 Subject to the following conditions Workplace representatives shall be entitled to a minimum of five (5) days per annum accredited Trade Union Training, and all other AWU members shall be entitled to five days paid leave per year to attend accredited Trade Union training courses provided:

21.6.1.1 That where practicable, not less than three (3) weeks' notice is given to the employer of the date of the course;

21.6.1.2 That the employer is able to make adequate staffing arrangements during the period of such leave;

21.6.1.3 That in cases where the annual allocation of leave has been exhausted and there is a substantial reason why an officer should attend a particular Trade Union training course, the Union may apply to the Council for special paid Trade Union training leave covering the officer's attendance.

21.7 Leave to count as service:

21.7.1 Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

CLAUSE 22 - ROSTERED DAYS OFF

22.1 The employer and all employees shall adopt a flexible approach to taking of Rostered Days Off as specified below hereto with any variation being by mutual agreement between employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.

CLAUSE 25 - OVERTIME

23.1 This Agreement allows for up to nine (9) hours overtime per fortnight to be worked on the basis that the time worked in addition to the standard hours per day is accumulated at ordinary time and may be either taken as time off in lieu of payment for overtime or paid out of ordinary time rates, at the discretion of the employee. Where it is taken as time off in lieu of overtime, it shall be taken at a mutually agreed time.

23.2 All credited time off in lieu of payment for overtime pursuant to this Clause shall be taken out of ordinary time rates before 30 June in each year at the direction of the employer or if this has not been possible, overtime will be paid in cash at ordinary time.

23.3 All overtime worked beyond nine (9) hours per fortnight shall be paid pursuant to the overtime and penalty provisions of the Award.

- 23.4 The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. It is understood that a refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However it is understood that from time to time, employees may be expected to work a reasonable amount of overtime when requested.
- 23.5 Only through genuine mutual agreement between the employer and the employee shall this flexible hour's agreement be extended to include weekends, public holidays and Rostered Days Off.

CLAUSE 24 - RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

- 24.1 The parties recognise that given no agreed performance indicators are in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved by way of, inter alia: e.g.
- 24.1.1 Organisational restructure leading to improved communications, and productivity through accountability.
 - 24.1.2 Overall absorption of duties and reduction in number of employees across the organisation.
 - 24.1.3 Absorption of increased demands of new legislation without employing additional staff.
 - 24.1.4 Multi-skilling of all employees.

CLAUSE 25 - RECLASSIFICATION

- 25.1 Any request for a reclassification 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 the employee commenced the duties.
- 25.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 25.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure in the Award.
- 25.4 All permanent full-time employees shall be permanently reclassified no lower than Municipal Employees Grade 6.

CLAUSE 26 - CARER'S LEAVE

- 26.1 In recognition of the needs of employees with family responsibilities and/or those faced with urgent personal needs Carer's leave paid/unpaid is granted to the value of one working week as per the Award. An extension of time if required will be by mutual agreement.

CLAUSE 27 - LONG SERVICE LEAVE

- 27.1 Where an employee's contracted weekly hours or classification is reduced then Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 27.2 Pro-rata Long Service Leave may be accessed by the employee at their discretion after seven years of continuous service.

CLAUSE 28 - DISPUTE RESOLUTION PROCEDURE

- 28.1 General:

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

28.1.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.

28.1.1.2 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 or union organiser in attempting to resolve the dispute with the employees concerned.

- 28.2 If the matter is not resolved at this stage, the parties may place the matter before the Enterprise Bargaining Committee who shall attempt to resolve the dispute:

28.2.1 If the matter is not resolved, the employee (who may involve the Workplace Representative or Union Organiser) may refer the matter to the Chief Executive Officer.

28.2.2 If the matter is not resolved, then it may be referred to the South Australian industrial Relations Commission for conciliation and/or arbitration.

28.2.3 The above process should be completed within seven (7) days of the issue first being raised.

28.2.4 Nothing contained in this Clause shall prevent the union from raising matters directly with management.

CLAUSE 29 - SALARY / WAGES RATES

- 29.1 This Agreement allows for an increase on signing of 4.5% as from 1st April 2011.
- 29.5 The increase shall be paid on the wage rates as contained in appendix 1

CLAUSE 30 - NO EXTRA CLAIMS

- 30.1 The Union 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 terms of this Agreement.
- 30.2 This Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Where such decisions clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 31 - JOURNEY ACCIDENT/INCOME PROTECTION POLICY

- 31.1 Council will provide insurance for employees for accidents which occur in the journey to and from work, to and from seminars/training/conferences and the like, and during authorised work breaks to at least the level provided in the provisions of the Workers compensation and Rehabilitation Act 1986 (as amended) prior to 30th June, 1994.
- 31.2 This includes such things as income maintenance, payment of medical expenses and access to lump sum payment for non-economic loss.
- 31.3 The maintenance of an agreed income Protection Policy for members.

CLAUSE 32 - CONTINUOUS IMPROVEMENT

- 32.1 The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 32.2 All parties will co-operate with the Enterprise Bargaining Committee to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 32.3 The Enterprise Bargaining Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 32.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 32.5 The Enterprise Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 32.6 Where any potential improvements are identified, they are to be discussed with and agreed by staff prior to implementation.
- 32.7 Once agreed, all improvements are to be documented by the Enterprise Bargaining committee and taken into account in the next round of Enterprise Bargaining negotiations.

CLAUSE 33 - RESOURCE SHARING

- 33.1 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.
- 33.2 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.
- 33.3 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 34 - SELF-DIRECTING WORK TEAMS

- 34.1 The parties may agree to investigate the concept of Self Directing Work Teams; if the concept is agreeable to all parties then such Teams shall be implemented. Any increased productivity, efficiency and/or cost savings that arise out of the implementation of such Self Directing Work Teams shall be taken into account during negotiations for subsequent Enterprise Agreements.
- 34.2 To participate in the setting up of Self Directing work Teams in consultation with the employer. Each team shall consist of employees from the following work sections:
- 34.2.1 Main Construction.
 - 34.2.2 Town Maintenance (Bute and Port Broughton).
 - 34.2.3 Minor Construction (Rural and Town).
 - 34.2.4 Individual - Parks and Gardens, Patrol Grader, General, Maintenance, and Sweeper/Machine.
- 34.3 To be responsible for carrying out particular projects with limited supervision.
- 34.4 To determine the flexibility of working hours as the need arises.
- 34.5 To be responsible to the Overseer/Works Foreman.
- 34.6 To adhere to all safety practices.
- 34.7 After consultation with management and the Self Directing Work Team, a time frame for each work allocation shall be agreed upon with the objective of all parties being to finish the work within that agreed time frame and within costing as agreed by both parties.
- 34.8 Employers Responsibilities:
- 34.8.1 To ensure the establishment of individual Self Directing Work Teams in consultation with the employees.
 - 34.8.2 To provide all necessary plant and equipment to the above mentioned Self Directing Work Teams so that they are self supporting within the resources of and as determined by Council.
 - 34.8.3 To consult with employees in relation to the utilisation of flexible hours.

- 34.8.4 To advise the Self Directing work Teams at the earliest possible opportunity of Council's work program for the following year.
- 34.8.5 To discuss at the earliest possible opportunity, any new projects which are not included in the coming years Work Program.
- 34.9 Where work has been stopped on a particular project due to unforeseen circumstances (Plant breakdown etc.) Management shall, in conjunction with the Self Directing Work Team's revise the time frame for completion of the project.

CLAUSE 35 - TRANSPORTATION

- 35.1 Transport is to be provided by employer, or:
 - 35.1.1 Reimbursement of use of private vehicle, if an employee is required to commence work at a depot located a greater distance from the normal residence of the employee than the depot at which the employee normally commences work.
 - 35.1.2 Supply of vehicle and travel one way in normal working hours if start is required at the job.

CLAUSE 36 - SHOW/FIELD PAY

- 36.1 Local Government Association Expo - offer of attendance to ALL employees and provided with vehicles as paid time.
- 36.2 Field Days - By negotiation.

CLAUSE 37 - SUPERANNUATION

- 37.1 The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

- 37.2 "***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).

37.3 **"Superannuation contributions"** means:

- 37.3.1 Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- 37.3.2 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;
- 37.3.3 Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- 37.3.4 Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 38 - SALARY SACRIFICE

- 38.1 Subject to the following conditions, an employee may apply to the council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme:
 - 38.1.1 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 seeking to enter into this arrangement.
 - 38.1.2 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.
 - 38.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
 - 38.1.4 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going 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 the employee.
 - 38.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one twelve month period before the 1 July. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

- 38.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 38.1.7 The employee shall bear 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 employee's cost) to take account of taxation payable in relation to those contributions.
- 38.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 39 - SIGNATORIES

Signed for and on behalf of the District Council of Barunga west by:

NIGEL HAND

Chief Executive Officer

Witness

On this day of 2011

Signed for and on behalf of the Australian Workers Union, (South Australian Branch):

WAYNE HANSON

Secretary

Witness

On this day of 2011

APPENDIX 1 -RATES OF PAY

Enterprise Bargaining Agreement pay rates include Base Rate, Supplementary Payments, Service Increments and Disability Allowance.

Classification	Base rate of pay	Pay rate as of 1 st April 2011
Municipal Employee		\$ Per week
Grade 6	\$ 849.92	\$ 889.97
2nd Year	\$ 857.81	\$ 898.24
3rd Year	\$ 867.52	\$ 908.40