

DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE AGREEMENT NO. 12, 2009

File No. 6254 of 2009

**This Agreement shall come into force on
and from 22 October 2009 and have a life
extending for a period of until 21 March
2012.**

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



DATED 22 OCTOBER 2009.

COMMISSION MEMBER



DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE AGREEMENT NO.12. 2009

1. TITLE

This Agreement shall be known as the District Council of Lower Eyre Peninsula Enterprise Agreement No. 12. 2009.

2. ARRANGEMENT

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3. PARTIES BOUND and RELATIONSHIP

This Agreement is binding on:-

- ❑ The District Council of Lower Eyre Peninsula.
- ❑ The Australian Workers Union.
- ❑ Employees of the District Council of Lower Eyre Peninsula.

This Agreement shall be read in conjunction with the terms of the Local Government Employees Award (as varied) provided that, where there is any inconsistency between the Award, and this Agreement, the provisions of this Agreement shall prevail to the extent of the inconsistency.

4. DEFINITIONS

For the purposes of this Agreement:-

- ❑ "Agreement" shall mean the District Council of Lower Eyre Peninsula Enterprise Agreement No. 12, 2009.
- ❑ "Award" shall mean the Local Government Employees Award (as varied).
- ❑ "Council" shall mean the District Council of Lower Eyre Peninsula.
- ❑ "Employee" shall mean any employee of the Council who performs work covered by the classifications of this Agreement and the Award.
- ❑ "Union" shall mean the Amalgamated AWU (SA) State Union.
- ❑ "Joint Consultative Committee" shall mean a Committee established for the purpose of joint consultation between Management and Employees which meets 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 may comprise of the following membership:-
 - ❑ 2 Employee Representatives
 - ❑ 2 Management Representatives
 - ❑ Either party may invite guest/s to attend consultative committee meetings whom will have no voting rights.

5. PERIOD OF OPERATION

This Agreement shall commence from the date approved by the South Australian Industrial Relations Commission and remain in force until 21 March 2012. The parties will commence negotiations on a new Agreement three (3) months prior to expiration of this Agreement.

6. HOURS

All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.

- 6.1 The standard working day will be 9.5 hours, with starting and finishing times to be between 5.00 am and 7.00 pm. Starting and finishing times for each employee or work group will be negotiated within these times depending on the work requirements from time to time. Any alterations to these times must be approved by the Supervisor no later than the day prior to effect.

Employees will work 152 hours per four week period, Monday to Friday (Public Holidays excluded) on a 9.5 hour per day basis. Also by mutual agreement between the parties concerned the 152 hour four week period may be worked in any roster pattern.

Hours worked after a 9.5 hour day will be paid at the time and a half rate.

This arrangement will result in one Rostered Day Off per week, which shall be taken at a mutually agreed time to accommodate work requirements

- 6.2 Employees engaged on a casual basis shall work within the span of hours established in clause 6.1, and shall receive a loading of 25% of the base rate in lieu of leave entitlements for the period of this agreement.

7. WORK BREAKS

Paid Breaks (Morning Tea)

Employees are allowed a 15 minute morning tea break (at a time fixed by the employer) which is counted as time worked.

Unpaid Breaks (Afternoon Tea)

If the majority of employees agree an afternoon tea break (at a time fixed by the employer) may be taken which is an unpaid break.

Meal Breaks

The meal break will be 30 minutes per day, to be taken at a mutually convenient time, and no employee will be required to work for more than 5 hours without taking such an unpaid meal break.

8. PENALTY RATES

All overtime worked on an RDO, Public Holiday, Saturday or Sunday will be paid at time and a half rate all day.

No employees to work more than six days per week.

Payment for all call outs is to be at the time and a half rate with a minimum of three hours.

When overtime is arranged to be worked on an RDO, Public Holiday, Saturday or Sunday prior to the finishing time on the preceding day, employees will only be paid for the time worked, provided a minimum of 3 hours work is made available if requested by the employee.

In addition to any hours worked and paid for at time and a half in accordance with this clause the full payment for a Public Holiday shall still apply.

All staff will be required to work a reasonable amount of overtime when required. From time to time this will include call outs for emergency or urgent response requirements and pre-arranged overtime for such things as cemetery works which will be on a roster system.

9. REST PERIOD AFTER PERFORMING OVERTIME

When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between work on successive days.

An employee who works (*due to exceptional circumstances*) so much overtime between the termination of ordinary work on one day and the scheduled commencement of ordinary work on the next day, so that the employee has not had at least 8 consecutive hours off duty before recommencing work, will be released after completion of such overtime until they have had 8 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had 8 consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then entitled to be absent until having had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. GRACE DAYS

The practice of Council granting grace-days between Christmas Day and New Years Day is to continue. Where work requirements must be met on these days (planned or call out) the Employees required to work will be entitled to take the time off on the basis of hour for hour at a mutually convenient time.

11. JOURNEY INSURANCE

The practice of Council providing journey insurance for employees is to continue.

12. MOTOR VEHICLE ALLOWANCES

The parties agree that the increases granted pursuant to this Agreement include the absorption of all work related allowances except the Motor Vehicle Allowance.

The rate of reimbursement for motor vehicle costs where Employees use their own vehicles for work purposes will be at a rate equal to the appropriate rate per kilometre (determined according to the engine capacity of the vehicle) prescribed for the purposes of calculating deductions for car expenses under the *Income Tax Assessment Act 1936* of the Commonwealth.

13. STARTING FROM HOME

Where an employee lives closer to the current work-site than the normal depot, that employee may, by mutual agreement with council, commence travelling from home with a Council vehicle so as to arrive at the worksite at the normal time for commencing work.

At the end of the day the employee will leave the job and take the council vehicle home, departing from the worksite at the normal time for finishing work.

14. DRIVERS LICENCE

Council will meet the full cost of employee Drivers Licence renewals at the time they fall due.

In the event of an Employee's Drivers Licence being suspended, the Employee will be required to use all leave entitlements and then take leave without pay if suitable duties are unavailable. The Maximum period of leave without pay which Council will grant under these circumstances will be 13 weeks.

15. MIXED FUNCTIONS / HIGHER DUTIES

15.1 An employee engaged for one or more consecutive days on duties carrying a higher rate than their ordinary classification will be paid the higher rate for all hours worked on such day/s. If an employee is engaged in such duties for less than one day, the employee will be paid higher duties for the time so worked on such duties, with the balance of hours paid at their normal rate of pay.

15.2 Where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the employee will be reclassified to that level.

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- 15.3 Where an employee acts in a position of higher level (not being a relieving situation) the following arrangements will apply:
- Where the work is specific and of limited nature, the employer and employee will agree on the overall period for which higher duties will apply.
 - Where the period is unknown, the employer and employee will review the arrangements after 4 months, with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
 - These arrangements will be made in writing and shall include either the period for payment of higher duties, or the date of review.
- 15.4 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period the employee was undertaking higher duties.
- 15.5 An employee directed by their employer to perform duties of a higher classification than is covered by the classification grades of this Agreement shall be paid the following for time so worked.
- The minimum wage rate for the higher paid classification if he/she substantially performs the duties thereof; or
 - A wage rate commensurate with the value of the duties he/she is directed to perform
- provided that the employee is engaged for one or more consecutive days on such duties; and
this arrangement will apply to the performance of duties that supplement an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person who is on leave.
- 15.6 Disputes arising as to whether an employee is substantially performing the duties of a higher paid classification, or whether a wage rate is commensurate with the value of duties performed outside or exceeding those of the classification to which an employee has been appointed shall be dealt with in the first place through discussions between the employee and the CEO, and if an agreement cannot be reached then the matter shall be determined in accordance with the "Dispute Resolution Procedure" contained in Clause 28.

16. SELF DIRECTED WORK TEAMS

Employees are committed to the ongoing maintenance of self directed work teams. It is the aim of these teams to encourage employees to take a high level of interest and responsibility for the works undertaken by the teams, including aspects such as work methods, time and cost efficiencies, budget targets, customer service and standards of service to the Community.

The Council is also committed to the ongoing maintenance of self directed work teams and seeks to achieve the positive outcomes identified in the aims of these teams. Council recognises that the achievement of these aims will be, in part, dependant on the level of support and information provided to the teams by management.

17. MULTI SKILLING

The parties agree that maximum efficiency will be enhanced by ensuring flexibility and multi-skilling within and across work groups to improve service delivery. This process will be monitored and reviewed in consultation with employees through the development and implementation of a Joint Consultative Committee.

18. PLANT AND EQUIPMENT

Council is committed to upgrade plant 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. CLOTHING, EQUIPMENT AND TOOLS

Uniforms

19.1. Where an employer requires an employee to wear a uniform, the uniform will be provided to the employee free of cost.

Protective Clothing

19.2. The employer will provide to each employee protective clothing and safety apparel as considered appropriate by the OHS&W Committee having regard to the employers duty of care and obligations under the OHS&W Act and Regulations.

The following shall apply to employees working in the open or engaged in on-site construction and maintenance duties: -

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19.2.1 Protective Clothing

Employees will be supplied with no less than two sets of work clothes consisting of:

- Two suits of overalls; or
- Two shirts and two pairs of trousers; or
- A combination of any of the above.

with such clothing to be replaced on a fair wear and tear basis.

19.2.2 Footwear

Employees will be supplied with approved safety type footwear to be worn in accordance with the employee's responsibilities under the Occupational, Health, Safety and Welfare Act 1986.

The first issue of safety footwear will be made on commencement of employment and will be replaced by the employer on a fair wear and tear basis.

19.2.3 Winter Clothing

The employer will provide a jacket, windcheater or other suitable overcoat which will be replaced on a fair wear and tear basis.

19.2.4 Wet Weather Gear

The employer will supply appropriate wet weather gear and safety clothing as agreed through the OHSW Committee, with such clothing is to be worn by the employee as the weather dictates.

19.2.5 Protection from the Sun

The employer will supply a hat which provides adequate protection from the sun, and sunscreen SPF30+ which shall be worn/applied as the weather dictates.

19.2.6 Ear Protection

Ear protection (ear plugs etc which comply with Australian standards) is to be issued to and worn by employees in appropriate circumstances.

19.2.7 Eye Protection

Eye protection (safety glasses etc which comply with Australian standards) is to be issued and worn by employees in appropriate circumstances.

19.2.8 Hand Protection

Hand protection (hand pads or gloves etc which comply with Australian standards) is to be issued to the employee and worn in appropriate circumstances.

19.2.9 Safety Jackets

Employees required to work on or around roads and footpaths will be supplied with, and will wear, appropriate safety apparel, including safety jackets.

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19.2.10 Spraying Activities

An employee operating a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and/or insecticide or engaged in the preparation or mixing of the materials will be supplied with suitable protective clothing, masks, gloves, boots and/or other equipment necessary for the employees protection from contamination. Shower facilities are provided and appropriate wash down time is to be allowed to employees in accordance with the manufacturers MSDS for using chemicals where the MSDS requires such special precautions to be taken.

19.2.11 Riding Motor Cycle

An employee instructed to ride a motor cycle by the employer will be provided with suitable clothing for personal protection.

19.2.12 Laundering

Tar or bitumen soiled clothing will be laundered fortnightly at the employer's expense.

19.2.13 Alternative Arrangements

Alternative arrangements may be made with employees for the supply and wearing of protective clothing, providing that such arrangements shall occur only on the basis that there has been genuine agreement between the parties and that the alternative arrangements do not contravene Occupational Health and Safety standards or other relevant legislation.

20. OCCUPATIONAL HEALTH SAFETY & WELFARE

Employers and employees will at all times meet their respective obligations and duty of care required of them under the OHSW Act and Regulations.

21. ANNUAL LEAVE

Employees (other than casuals) shall accrue Annual Leave at the rate of 1/13th of all ordinary hours worked per four week cycle to total four weeks per annum. 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.

The parties agree that the pay rates included in this agreement include the absorption of Annual Leave Loading.

22. PERSONAL LEAVE

Sick/Carers Leave

- (a) Employees (other than casuals) shall be entitled to 76 hours per annum as paid personal leave which may be for personal illness or to take care of an ill family member or member of the employees' household.
- (b) This leave is cumulative and if exhausted, the employee may also access a further two days of unpaid carers leave.
- (c) The employer may require the employee to furnish documentary evidence in the form of a medical certificate.

Compassionate Leave

- (d) Employees are entitled to two days paid compassionate leave to visit a seriously ill or dying relative, or to attend a funeral. (casuals are entitled to two days unpaid compassionate leave)
- (e) The leave can be taken in two consecutive days or in two single days or in distinctly separate periods if the employer and employee agree.
- (f) The two days are available to employees on each occasion the need arises.

23. PARENTAL LEAVE

- (a) Employees are entitled to 12 months unpaid parental leave after 12 months of continuous service.
- (b) This provision also applies to casual workers employed on a regular and systematic basis, with 12 months service and a reasonable expectation of ongoing employment.
- (c) Parental leave can be accessed for the adoption of a child.

24. STUDY LEAVE

Employees undertaking courses of study are allowed time off with pay of up to 5 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:

- such courses being appropriate to Local Government; and
- the leave being approved by the employer.

Employees undertaking approved courses of study by correspondence are permitted time off with pay of 2 hours per week for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations.

Where an employee is required by the Council to undertake a course of study or to attend a training course, the Council shall, on the satisfactory completion of each year of the course or training, reimburse the employee for all fees paid in respect of such course.

25. REDUNDANCY

The parties recognise that over the course of time the mix of jobs and skills required will change. In the event that an employee's job is displaced by amalgamation of Councils, new technology or work methods, the employee will be offered an appropriate alternative position if available, or an appropriate redundancy package, such package shall comprise:-

- ❑ 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;
- ❑ 3 weeks of total weekly salary as severance payment for each completed year of service in Local Government. The total severance payment will not exceed 104 weeks.
- ❑ If required by the employee, up to 10% of Annual Salary will be paid by the Council to assist the employee in securing other employment. It is understood that this will not be a cash payment to the employee but will be on a reimbursement basis until the employee secures other full time employment or for a period of twelve months, whichever is the sooner.
- ❑ Subject to the provisions of the Income Tax Assessment Act the employer shall apply to the Deputy Commissioner of Taxation to have any 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.

26. INSPECTIONS / STAND-BY PORT LINCOLN AIRPORT

All Reporting Officers undertaking morning inspections will be paid 5 hours pay (for the one required daily inspection) at the Level 8 rate, including Public Holidays, Rostered Days Off, Saturday's or Sunday's. The Reporting Officer on duty will be available for call outs at the Port Lincoln Airport, or for any other Council function. The duty Reporting Officer will be on duty from knock off time on the last normal working day (usually Thursday) until starting time on the next normal working day (usually Monday). The duty Reporting Officer will carry and respond to a pager or mobile phone.

All call outs (excluding the planned inspection) will be paid in accordance with Clause 9 of this Agreement (PENALTY RATES) in addition to and independent of the daily inspection payment.

Any scheduled work (excluding the planned inspection) on a Public Holiday, Rostered Day Off, Saturday or Sunday will be paid in accordance with Clause 9 of this agreement (PENALTY RATES) in addition to and independent of the daily inspection payment.

When a rostered Reporting Officer is unable to carry out the inspections and availability requirements of this clause a secondary roster will be used to select a substitute Officer. The substitute Reporting Officer will be paid in accordance with this Clause for each day of duty including scheduled Rostered Days Off.

When employees are required to undertake passenger security screening duties (including in an exercise situation where actual passengers are screened) they are to be

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paid at one and a half times the Level 8 rate for the first 9.5 hours so worked on any normal working day, and at double the Level 8 rate for any hours worked in excess of 9.5 on any normal working day or for any hours worked on a rostered day off, Saturday, Sunday or Public Holiday. This provision is only applicable to those employees employed by Council and trained for security screening duties at the date of this agreement.

Potential passenger security screening duties may be included in the job description for any other employees electing to undertake such work or being engaged in the future and they will be paid at the level 8 rate with penalties as set out in clause 8 of this agreement.

27 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.

28. DISPUTE RESOLUTION PROCEDURES

In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work the following procedure shall be observed :-

1. (a) Employee(s) should in the first instance seek to resolve any disputes with the relevant supervisor.
- (b) Conversely a supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
- (c) If matters remain unresolved then assistance should be sought from the Works Manager and the appropriate Workplace Representative, who may involve a Union Official.
- (d) If at this stage matters remain unresolved the Works Manager will liaise with the Chief Executive Officer and Union Official as appropriate.
2. If the issue remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australia. Both parties shall endeavour to have the hearing as early as possible.
3. While procedures (1) and (2) are being followed, work shall continue normally except in a bonafide situation where the physical safety of an employee is endangered.
4. The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that normal work has continued without interruption.
5. None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

29. RECLASSIFICATION

Any request for a reclassification shall be examined and determined by the employer within one month of receipt of such written application. Date of reclassification shall take effect from the date of application.

Any employee not satisfied with the determination may access the dispute resolution/grievance procedure.

30. INCOME PROTECTION INSURANCE

Council will take out, and keep current, Income Protection Cover under the Local Government Income Protection Fund with Local Government Risk Services for all employees for the period of this agreement.

In recognition of the benefit to both Council and the employees of Income Protection, the funding of the cover will be jointly shared by both parties as follows: -

- Employees pay rates will be reduced by one percent from the date of commencement of Income Protection;
- Council will fund the balance of funding for Income Protection for the entire period of the agreement.

31. CLASSIFICATION STRUCTURE

The following structure will be used to classify employees according to the duties they perform. Employees at any level may be required to also undertake lower level duties.

Level	Description of typical duties performed
1	Unskilled labouring, traffic control signage etc.
2	Operation of vehicles up to light truck drivers licence requirements
3	Operation of basic plant including rollers, tractors, water carts, mowers
4	Operation of Front End Loader, Backhoe (general work)
5	Operation of Patrol Grader, Backhoe (advanced work*)
6	Operation of Construction Grader (resheeting work), Bulldozer
7	Operation of Construction Grader (advanced work**), Effluent Maintenance Person
8	Ganger, Airport Groundsman

*Examples – Large projects, excavation to levels, excavation around underground services etc.

**Examples – Large projects, street and road sealing projects, kerb and watertable preparation, grading to levels, working around services etc.

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32. WAGE RATES

Upon the certification of this Enterprise Agreement the fortnightly rates of pay for employees (based on 76 hours per fortnight) shall be as follows:-

Effective from the commencement of the first full pay period after 23rd March 2009 until 2nd September 2009 (Commencement date for Income Protection) - Increase of four percent

LEVEL	1st year of service (95%)	2nd year of service (97%)	3rd and subsequent years of service (100%)
1	1,418.28	1,448.14	1,492.93
2	1,458.28	1,488.98	1,535.03
3	1,498.27	1,529.81	1,577.13
4	1,538.26	1,570.65	1,619.23
5	1,578.25	1,611.48	1,661.33
6	1,618.25	1,652.32	1,703.43
7	1,658.25	1,693.15	1,745.52
8	1,711.52	1,747.55	1,801.60

Effective from the commencement of the first full pay period after 2nd September 2009 until - 21 March 2010 – Increase of three percent above previous agreement

LEVEL	1st year of service (95%)	2nd year of service (97%)	3rd and subsequent years of service (100%)
1	1,404.64	1,434.21	1,478.58
2	1,444.26	1,474.66	1,520.27
3	1,483.86	1,515.10	1561.96
4	1523.47	1555.55	1603.66
5	1563.08	1595.99	1645.35
6	1602.69	1636.43	1687.05
7	1642.30	1676.87	1728.73
8	1695.06	1730.75	1784.28

22 March 2010 - 21 March 2011 (Year 2)

The Greater of a 2.5 percent wage increase or the movement in the Consumer Price Index (Adelaide) All Groups for the year ended December 2009

22 March 2011 – 21 March 2012 (Year 3)

The Greater of a 2.5 percent wage increase or the movement in the Consumer Price Index (Adelaide) All Groups for the year ended December 2010

33. MINIMUM CLASSIFICATION LEVEL

Upon completion of two years of satisfactory service, employees minimum classification will be level 4.

34. SALARY SACRIFICE

An employee may elect to have a percentage of their salary paid, each pay period, by the Council from the employees pre tax income (salary sacrifice) into Local Super on behalf of the employee.

35. NO EXTRA CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by one party against the other.

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SIGNATORIES

For and on behalf of the Australian Workers

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Name Wayne Hanson	Name
Branch Secretary	Witness
Date	Date

For and on behalf of the District Council of Lower Eyre Peninsula

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Name Rod Pearson	Name
Chief Executive Officer	Witness
Date	Date