

# **DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE BARGAINING AGREEMENT NO. 14 2012**

**File No. 05314/2012B**

**This Agreement shall come into force on 25 January  
2013 and have a life extending until 21 March 2014.**

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



DATED 25 JANUARY 2013.

\_\_\_\_\_  
COMMISSION MEMBER



# DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE BARGAINING AGREEMENT NO. 14 2012

## 1. TITLE

This Agreement shall be known as the District Council of Lower Eyre Peninsula Enterprise Agreement No. 14 2012.

## 2. ARRANGEMENT

1. TITLE
2. ARRANGEMENT
3. PARTIES BOUND
4. DEFINITIONS
5. PERIOD OF OPERATION
6. RELATIONSHIP TO PARENT AWARD
7. AIMS AND OBJECTIVES
8. HOURS OF WORK
9. WORK BREAKS
10. PENALTY RATES
11. REST PERIOD AFTER PERFORMING OVERTIME
12. GRACE DAYS
13. JOURNEY INSURANCE
14. MOTOR VEHICLE ALLOWANCE
15. STARTING FROM HOME
16. DRIVERS LICENSE
16. 17 MIXED FUNCTIONS / HIGHER DUTIES
18. SELF DIRECTED WORK TEAMS
19. MULTI SKILLING
20. PLANT AND EQUIPMENT
21. CLOTHING EQUIPMENT & TOOLS
22. OHS&W
23. ANNUAL LEAVE
24. PERSONAL LEAVE
25. PARENTAL LEAVE
27. STUDY LEAVE
27. EMPLOYMENT SECURITY
28. INSPECTIONS / STAND-BY PORT LINCOLN AIRPORT
29. CONSULTATIVE COMMITTEE
30. DISPUTE RESOLUTION PROCEDURES
31. RECLASSIFICATION
32. INCOME PROTECTION INSURANCE
33. CLASSIFICATION STRUCTURE
34. WAGE RATES
35. MINIMUM CLASSIFICATION LEVEL
36. SUPERANNUATION
37. NO EXTRA CLAIMS

### **3. PARTIES BOUND**

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 who are employed pursuant to the Local Government Employees Award.

### **4. DEFINITIONS**

For the purposes of this Agreement:-

- "Agreement" shall mean the District Council of Lower Eyre Peninsula Enterprise Agreement No. 14, 2012.
- "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 and shall comprise of the following membership:-
  - 2 Employee Representatives
  - 2 Management Representatives

### **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 2014. The parties will commence negotiations on a new Agreement three (3) months prior to expiration of this Agreement.

### **6. RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly 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.

## **7. AIMS AND OBJECTIVES**

The aims and objectives of this agreement are to:

- 7.1 Ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.2 Develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.3 Encourage and develop a high level of skill, innovation and excellence among employees at the District Council of Lower Eyre Peninsula.
- 7.4 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 7.5 Recognise commitment, past productivity and efficiency improvements.
- 7.6 Promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 7.7 Recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 7.8 Provide for improved wages and employment conditions.

## **8. HOURS OF WORK**

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

- 8.1 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.

- 8.2 Employees engaged on a casual basis shall work within the span of hours established in clause 8.1, and shall receive a loading of 25% of the base rate in lieu of leave entitlements for the period of this agreement.

## **9. 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.

## **10. PENALTY RATES**

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

Employees will not 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 payment 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 activities such as cemetery works which will be worked on a roster system.

## **11. 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.

## **12. GRACE DAYS**

The practice of Council granting grace-days between Christmas Day and New Years Day shall 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.

## **13. JOURNEY INSURANCE**

Throughout the life of this Agreement, Council will ensure employees are covered for bodily injury or death whilst engaged in a journey to and from their residence and place of work, including a place of training for work.

## **14. MOTOR VEHICLE ALLOWANCE**

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.

## **15. 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.

## **16. 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.

## **17. MIXED FUNCTIONS / HIGHER DUTIES**

17.1 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.

17.2 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.

17.3 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.

17.4 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, any 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.

**17. MIXED FUNCTIONS / HIGHER DUTIES**

**cont'd:**

- 17.5 An employee directed by their employer to perform duties on one or more consecutive days 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.

This arrangement will apply to the performance of duties by an employee or employees in a higher paid classification, as well as to duties performed in relieving such a person who is on leave.

- 17.6 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.

**18. 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.

**19. 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.

**20. 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.



## **21. CLOTHING, EQUIPMENT AND TOOLS**

### **21.1 Uniforms**

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

### **21.2 Protective Clothing**

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: -

#### **21.2.1 Shirts, Trousers and Overalls**

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

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

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

#### **21.2.2 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.

#### **21.2.3 Winter Clothing**

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

#### **21.2.4 Wet Weather Gear**

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

#### **21.2.5 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.

#### **21.2.6 Ear Protection**

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

**21. CLOTHING, EQUIPMENT AND TOOLS**

**cont'd:**

**21.2.7 Eye Protection**

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

**21.2.8 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.

**21.2.9 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.

**21.2.10 Spraying Activities**

An employee operating a knapsack, power sprayer 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.

**21.2.11 Riding Motor Cycle**

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

**21.2.12 Laundering**

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

**21.2.13 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.

**22. 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.

**23. ANNUAL LEAVE**

Employees (other than casuals) shall accrue Annual Leave at the rate of 1/13<sup>th</sup> 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.

## **24. PERSONAL LEAVE**

### **Sick/Carers Leave**

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.

This leave is cumulative and if exhausted, the employee may also access a further two days of unpaid carers leave.

The employer may require the employee to furnish documentary evidence in the form of a medical certificate.

Personal Leave taken will be deducted from accrued sick leave entitlements.

### **Compassionate Leave**

Employees, including casual workers working regular hours are entitled to two days paid compassionate leave to visit a seriously ill or dying relative, or to attend a funeral.

The leave can be taken in two consecutive days or in distinctly separate periods if the employer and employee agree.

The two days are available to employees on each occasion the need arises.

## **25. PARENTAL LEAVE**

Employees are entitled to 12 months parental leave after 12 months of continuous service. This provision also applies to casual workers with 12 months service who are employed on a regular and systematic basis.

Parental leave arrangements include for the adoption of a child.

Employees may have entitlement to the Australian Government Paid Parental Leave Scheme. Council will act as a conduit to facilitate payments where employees do access payment under the Australian Government Paid Parental Leave Scheme, with responsibility for accessing such paid parental payment resting with the employee.

## **26. 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:

- The study courses are appropriate to Local Government and / or the District Council of Lower Eyre Peninsula; and
- The method of undertaking the study course is approved and authorized by the Council.

## 26. STUDY LEAVE

cont'd:

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.

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

## 27. EMPLOYMENT SECURITY

### 27.1 *General Principles*

Council's policy is to preserve employment. There will be no forced redundancies during the life of this Agreement.

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 amalgamations, new technology or work methods, the employee will be offered an appropriate alternative position as per clause 27.2 of this agreement, or an appropriate redundancy package, as per clause 27.3 of this agreement.

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

### 27.2 *Redeployment*

27.2.1 In the event of an employee's position being displaced It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

27.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level subject to the following:-

- The employee must agree to the redeployment;
- The employee will, as a matter of priority, be provided with training to assist the redeployment into the new position; and
- The employees pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment classification level. For the first 24 months of income maintenance the employee shall receive all incremental advances and agreement increases due under the pre-redeployment position.

**27. EMPLOYMENT SECURITY**

**cont'd:**

**27.3 Voluntary Separation Package**

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

27.3.1 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;

27.3.2 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;

27.3.3 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 paid on a reimbursement basis until the employee secures alternative full time employment or for a period of 12 months, whichever is the shorter time;

27.3.4 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.

**28. 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.

An employee will be paid at the Airport Grounds-man's classification level for all hours worked during a day on which the employee will be on-call after normal working hours to work at the Port Lincoln Airport.

All call outs (excluding the planned inspection) will be paid in accordance with Clause 10 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 10 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 on scheduled Rostered Days Off.

**29. CONSULTATIVE COMMITTEE**

The Joint Consultative Committee shall meet regularly to resolve operational issues affecting employees in regards to this Agreement and to consider matters relating to equal employment opportunity in the Council.

The Joint Consultative Committee shall provide a consultative link between Council and its employees.

### **30. DISPUTE RESOLUTION PROCEDURES**

30.1 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 :-

- Employee(s) should in the first instance seek to resolve any disputes with the relevant supervisor.
- Conversely a supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
- If matters remain unresolved then assistance should be sought from the Works Manager and the appropriate Workplace Representative, who may involve a Union Official.
- If at this stage matters remain unresolved the Works Manager will liaise with the Chief Executive Officer and Union Official as appropriate.

30.2 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 matter heard as early as possible.

30.3 While procedures 30.1 and 30.2 are being followed, work shall continue normally except in a bonafide situation where the physical safety of an employee is endangered.

30.4 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.

30.5 None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

### **31. 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.

### **32. 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.

One percent of employee wages will be deducted to fund the Income Protection Fund, and in recognition of the benefit of Income Protection to both Council and the employees the Council will fund the additional cost of the scheme for the period of this agreement.

### **33. 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.

**34. WAGE RATES**

Upon the registration of this Enterprise Agreement Council shall pay a wage increase implemented as follows:-

- 5.0% effective from the commencement of the first full pay period after 23 March 2012 until completion of the last pay period which commenced before 22 March 2013; and
- A further increase of 4.5% effective from the commencement of the first full pay period after 23 March 2013.

The above wage increase has been designed to cover the safety net wage increases during the life of this agreement and also takes into account all past productivity.

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 23 March 2012 until completion of last pay period which commenced before 22 March 2013.**

<b>LEVEL</b>	<b>1st year of service (95%)</b>	<b>2nd year of service (97%)</b>	<b>3rd and subsequent years of service (100%)</b>
1	1549.54	1582.16	1631.10
2	1593.24	1626.78	1677.10
3	1636.93	1671.39	1723.09
4	1680.63	1716.01	1769.06
5	1724.32	1760.62	1815.08
6	1768.02	1805.24	1861.08
7	1811.72	1849.85	1907.06
8	1869.92	1909.29	1968.34

**Effective from the commencement of the first full pay period after 23 March 2013 until completion on 22 March 2014.**

<b>LEVEL</b>	<b>1st year of service (95%)</b>	<b>2nd year of service (97%)</b>	<b>3rd and subsequent years of service (100%)</b>
1	1619.27	1653.36	1704.50
2	1664.94	1699.99	1752.56
3	1710.59	1746.60	1800.63
4	1756.26	1793.23	1848.69
5	1801.91	1839.85	1896.76
6	1847.58	1886.48	1944.83
7	1893.25	1933.09	1992.88
8	1954.06	1995.21	2056.91



### **35. MINIMUM CLASSIFICATION LEVEL**

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

### **36. SUPERANNUATION**

#### **36.1 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.

Any contribution made by the employer in this way will represent a deemed contribution.

The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the sacrifice arrangements.

The employee can elect to vary the amount of salary sacrifice no more than once each year, except in the case of personal and financial hardship. Any such variation must be determined by the employee and advised to the Payroll Officer in writing no later than 31 May each year and will become effective at the commencement of the first pay period after 30 June in that year. All applications for Salary Sacrifice must include a statement that the "cash" component is adequate for the Employee's ongoing living expenses.

The employee may elect to withdraw from the salary sacrifice scheme at any time provided one month prior notice in writing is given to the Payroll Officer. Any employee who withdraws will not be able to re-enter the scheme, except in accordance with the notification arrangements for variations to contributions as set out above.

Any salary sacrificing arrangements must be compliant with the laws, requirements and rulings of the Local Super Scheme Rules, the Award, Industrial Relations Legislation, Taxation Legislation and any other relevant Legislation which is in force from time to time.

As salary sacrifice is a complex matter, it is the Employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into such an arrangement. Council staff will not offer advice to Employees on this issue.

Employees annual salary for the purpose of superannuation calculations will not be affected by salary sacrifice arrangements and shall continue to be based on the Employees gross salary prior to superannuation contributions.

## 36. SUPERANNUATION

cont'd:

### 36.2 Choice of Funds

Employees will be offered Choice of funds in relation to superannuation arrangements commencing from 1<sup>st</sup> September 2012, with all new employees being provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice of funds form within 14 days from commencement of work with Council, all contributions will be paid to Local Super.

'Local Super' means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA), and continues 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 2009 and as amended from time to time.

### 36.3 Employer Contribution

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making 'Salarylink Contributions' to local super:
- 3% of the employee's salary; and
  - Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee.

'Salarylink Contributions' has the meaning given to that term under the Trust Deed.

- (b) 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).

## 37. 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.

**D.C. LOWER EYRE PENINSULA - ENTERPRISE BARGAINING AGREEMENT NO. 14 2012**

**SIGNATORIES**

For and on behalf of the Australian Workers

.....

Name Wayne Hanson  
Branch Secretary

Name .....  
Witness

Date .....

Date .....

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

.....

Name Rod Pearson  
Chief Executive Officer

Name .....  
Witness

Date .....

Date .....