

DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE AGREEMENT NO.15 2012

File No. 05056/2012B

This Agreement shall come into force on and from 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

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER



DISTRICT COUNCIL OF LOWER EYRE PENINSULA ENTERPRISE BARGAINING AGREEMENT NO.15 2012

1. TITLES

This Agreement shall be known as the District Council of Lower Eyre Peninsula Enterprise Agreement No. 15 2012.

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3. PARTIES BOUND

This Agreement is binding on:-

- The District Council of Lower Eyre Peninsula.
- Employees of the District Council of Lower Eyre Peninsula who are employed pursuant to the South Australian Municipal Salaried Officers Award.
- The Amalgamated ASU (SA) State Union.

Note: The Executive Officers who are employed on fixed term employment contracts are not a party to this agreement.

4. DEFINITIONS

For the purposes of this Agreement:-

- **"Agreement"** shall mean the District Council of Lower Eyre Peninsula Enterprise Agreement No 15, 2012.
- **"Award"** shall mean the South Australian Municipal Salaried Officers Award.
- **"Council"** shall mean the District Council of Lower Eyre Peninsula.
- **"Employee"** shall mean any employee of the Council who performs work covered by this Agreement and the Award.
- **"Employer"** shall mean the District Council of Lower Eyre Peninsula.
- **"Union"** shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union, (A.S.U.).
- **"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.or such other number as may be agreed between the parties.
- **"Workplace Representative"** shall mean an ASU member or members elected by the membership from the membership, and appointed under the rules of the Union, whose role is to represent the interests of members at the workplace.
- **"Salary"** shall mean total income, including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.

5. PERIOD OF OPERATION

This Agreement shall commence from the date approved by the South Australian Industrial Relations Commission and shall remain in force until 21 March 2014.

This Agreement will be reviewed and renegotiated during the final three months

of the above period.

6. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award, provided that where there is an inconsistency between this Agreement and the Award, 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. 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.

9. EMPLOYEE RELATIONS

9.1 The parties:-

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

9.2 Relationship with Australian Services Union

9.2.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this agreement;

9.2.2 A duly authorised official of the union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub-clause 9.2.1 above, provided that the official does not hinder or obstruct any employee in performing his/her work during working time;

9.2.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed by the parties to this agreement.

10. EMPLOYMENT SECURITY

10.1 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 10.2 of this agreement, or an appropriate redundancy package, as per clause 10.3 of this agreement.

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

10.2 Redeployment

In the event of an employees job being displaced:

10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position;

10.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not 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;
- 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.

10.3 Voluntary Separation Package

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

10.3.1 10 weeks' notice of termination or payment of total weekly salary in lieu thereof;

10.3.2 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;

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

10.3.4 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.

11. CHANGE - MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of all parties.

For the purpose of this Agreement, "change" is deemed to include but is not limited to any or all of the following:-

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

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

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

12. HOURS OF WORK

Administration Staff

The standard working day for administration staff will be 8.0 hours starting at 8.30 am and finishing at 5.10 pm.

Employees will work 152 hours per four week period, Monday to Friday (Public Holidays excluded) on an 8.0 hour per day basis.

Hours worked after an 8.0 hour day will be paid at the time and a half rate.

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

The meal break will be 40 minutes per day, to be taken at a mutually convenient time.

Area Supervisor and Project Officer

The standard working day for the Area Supervisor and Project Officer will be 9.5 hours per day starting at 7.00 am and finishing at 5.00 pm.

The Area Supervisor and Project Officer will work 152 hours per four week period, Monday to Friday (Public Holidays excluded) on a 9.5 hour per day basis.

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.

The meal break will be 30 minutes per day, to be taken at a mutually convenient time.

12. HOURS OF WORK

cont'd:

All Staff

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

To maximise effective utilisation of available labour the following may be implemented:-

- Starting and finishing times for each employee or work group may be altered by up to two hours from the standard working day to coincide with varying work requirements. Such variation to starting and finishing times will only occur if mutual agreement is reached between the Employees and Supervisors. In any event, alterations to these times must be approved by the Supervisor no later than the day prior to effect;
- The 152 hour four week period may be worked in any roster pattern subject to mutual agreement between the parties concerned.

13. PENALTY RATES

- 13.1 All pre-arranged overtime worked including an RDO, Saturday or Sunday (excluding Public Holidays) will be paid at normal time plus 50%, for the period of time worked.
- 13.2 Overtime is to be offered to all permanent staff before engaging casuals.
- 13.3 No employees will work more than six days per week.
- 13.4 Payment for "call outs" will be made in accordance with the Award.
- 13.5 Permanent staff will be required to work a reasonable amount of overtime when required, with flexibility for staff to negotiate the day and time of overtime.
- 13.6 Those employees employed under a fixed term employment contract, as detailed in clause 3 are exempt from clauses 13.1 to 13.5.
- 13.7 Employees to be paid at their normal rate of pay at normal time plus 50% when requested to work for Council Elections.
- 13.8 The General Inspector shall be excluded from this clause and be paid in accordance with the separate Hours agreement in place as constituted under Part 5.1.7.1 of the Award.

14. GRACE DAYS

The past practice of Council granting grace-days between Christmas Day and New Year's 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.

15. 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.

16. INCOME PROTECTION

For those Employees who wish to participate, Council will take out and keep current Income Protection Insurance as negotiated periodically by the underwriters of Local Government Risk Services on behalf of Local Government Employees, subject to the required minimum number of Employees requesting participation in the scheme in accordance with the scheme rules.

Employees wishing to participate in the scheme must notify the Payroll Officer in writing no later than 31 May each year and cover will be sought for the following financial year.

Participating Employees will be required to contribute one percent of annual salary towards the cost of the annual premium by way of fortnightly pay deductions, and in recognition of the benefit of Income Protection to both the Council and the employees the Council will fund the additional cost of the scheme for the period of this agreement.

17. RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

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

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

17.1 Changes Initiated by Outside Bodies

- Enforcement of new Regulations and Policy Development as required by the Local Government Act 1999;
- Taxation reform;
- Administration of Eyre Peninsula Natural Resource Management Levy;
- Establishment of Development Assessment Panel;
- Formation and implementation of building inspection policy as required by Development Act.

17. RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS **cont'd:**

17.2 Efficiency measures incorporated into the roles of existing staff

- Supervision of Trainees / Understudies;
- Representation on Council Committees;
- Achievement and maintenance of increased Occupational Health Safety & Welfare standards;
- Provision of expertise to Council and Local Bodies;
- General increase in work load as a result of extra Council operations;
- Commitment by staff to self learning and improvement.

17.3 Introduction of new technologies;

- Mapinfo / Exponaire;
- Survey and Design equipment;
- Achievement of Competency in Word / Excel;
- Training in Microsoft Office applications;
- Information Technology (increased work load and efficiencies).

18. CORPORATE WARDROBE / STAFF UNIFORM

Although the wearing of a uniform is not compulsory, Council recognises the benefit of having its employees identified in the workplace and in the community as employees of Council. Council will contribute 50 percent (up to a maximum purchase price of \$300, non cumulative) in any one financial year to each employee towards the purchase price of Council uniforms.

19. PLANT / TECHNOLOGY AND EQUIPMENT

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

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

20. 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.

21. PERSONAL / FAMILY LEAVE

In recognition of the needs of employees with personal or family responsibilities, employees are able to access their personal sick leave for attending to personal or family responsibilities, to the extent of six working days per annum. (not cumulative)

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

Nothing in this clause is intended to reduce the entitlement contained in clause 6.8 of the Award (Family Leave).

22. 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.

23. 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 member not satisfied with the determination may access the appropriate dispute resolution procedures of the agreement.

24. PROGRESSION OF PART TIME EMPLOYEES

The Chief Executive Officer may, at his discretion, progress part time employees through the incremental steps of the classification levels prior to the employee achieving 1976 hours of work from the commencement date of employment or the date of the last increment.

25. PAYROLL DEDUCTIONS

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

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) including Saturday, Sunday, Public Holidays and Rostered Days Off. The reporting officer on duty will be available for call outs at the Port Lincoln Airport, or 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 the existing award provisions in addition to and independent of the daily inspection payment.

Any scheduled work (excluding the planned inspection) on a Saturday and Sunday will be paid in accordance with Clause 13 of this agreement (PENALTY RATES) in addition to and independent of the daily inspection payment.

27. DISPUTE RESOLUTION

27.1 Council and Employee / Employees

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:-

- 27.1.1 Employee(s) should in the first instance seek to resolve any disputes with the relevant supervisor.
- 27.1.2 Conversely a supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
- 27.1.3 If matters remain unresolved then assistance should be sought from the Chief Executive Officer and the appropriate Workplace Representative, who may involve a Union Official.
- 27.1.4 If the issue remains unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and / or arbitration. Both parties shall endeavour to have the matter heard as early as possible.
- 27.1.5 While procedures 27.1.1 to 27.1.4 are being followed, work shall continue normally except in a bonafide situation where physical safety of an employee is endangered.
- 27.1.6 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.
- 27.1.7 None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

27. DISPUTE RESOLUTION

cont'd:

27.2 Chief Executive Officer and Employee / Employees

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

- 27.2.1 In the first instance the employee shall, either individually or with the assistance of the workplace representative, discuss the issue with the Mayor of the Council.
- 27.2.2 If required by the Mayor, a written report will be provided by the employee and/or workplace representative.
- 27.2.3 If the issue is unresolved within 7 days of the matter being raised with the Mayor, the matter may be referred to the Australian Services Union and the Local Government Association.
- 27.2.4 None of the above procedures preclude an employee from contacting a Union official at any time throughout the process.
- 27.2.5 If the matter is unable to be resolved at the local level, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation or arbitration.

28. HUMAN RESOURCE POLICIES

28.1 Training

The parties acknowledge the need for, and benefits of, an ongoing employee training program.

Council undertakes to promote and provide appropriate training for employees to enhance efficiency and employee development.

The employees undertake to participate positively in the development and implementation of all appropriate training programs.

28.2 Council policy

Reference shall be made to the following Council Policy:

- Policy 27.01.03 Equal Employment Opportunity Consultative Committee.

28. HUMAN RESOURCE POLICIES

cont'd:

28.3 Recruitment and promotion

- The Council's recruitment and selection policy and procedures shall include relevant information in relation to:-
 - Principles of selection;
 - Advertising of positions;
 - Selection process;
 - Selection panel.
- Before any position is advertised, a position description will be developed and the classification level determined.
- All positions shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.
- Council will give preference to internal applicants in recruitment and promotion.
- Positions will only be advertised externally where there are no successful internal applicants, including where internal applicants are considered to be unsuitable for the position.
- All internal applicants shall, where requested, receive feedback regarding their application and interview.

29. PERFORMANCE INDICATORS

29.1 A program to identify and implement "Best Practices" will be developed by Management and the Joint Consultative Committee and will be based on:

- understanding and measuring customer needs;
- a continuous improvement program;
- developing a multi skilled workforce;
- achieving a flexible workforce committed to change;
- employee involvement.

29.2 Following the Agreement of priorities, all parties agree that relevant "Best Practices" be identified by a consultative approach with an understanding that "Best Practices":

- are the best way of doing things;
- are methods of operation which achieve exemplary levels of performance;
- are not fixed and require constant change and adaption to new demands;
- are not restricted to an examination of costs;
- include quality of service and timeliness of delivery.

29. PERFORMANCE INDICATORS

cont'd:

29.3 The identification, development and implementation of benchmarks will be undertaken in consultation with Work Areas. Appropriate training will be given to the members of any Work Area involved in the process.

Key benchmark indicators shall include, but not be limited to:

- customer service;
- customer satisfaction;
- wastage and rework;
- customer request turnaround;
- workforce participation in productivity improvements;
- staff turnover and absenteeism;
- safety; and
- training.

29.4 It is acknowledged that the implementation of performance standards/indicators with the aim of committing to a process of continuous improvement will be necessary in order to achieve a satisfactory "Best Practices" Program. Performance Indicators will be developed in consultation with, and agreed to by employees of the relevant Work Area.

29.5 It is recognised that the primary role of Performance Indicators will be to assist staff in the attainment of Corporate Goals to provide quality services to the community.

29.6 All parties are committed to ensuring that all areas of the organisation operate at a level of efficiency and cost effectiveness which, as a minimum, compares favourably with the same level and standard of service provided by organisations within the community at large.

29.7 All parties recognise that teamwork is a key factor for achieving future productivity improvements and, more particularly, is a means of increasing employee job satisfaction and work productivity.

29.8 While consultation is an essential part of the development of the "Best Practices", it is recognised by all parties that the Chief Executive Officer is responsible to the Council to ensure that all operations and activities meet statutory, budgetary and policy guidelines.

It is recognised that the introduction of a consultative approach within work groups will potentially have a significant impact on the way duty lists are implemented. This impact is to be focused on increasing job satisfaction and the ability of employees to display personal initiative in carrying out their work.

All parties are committed to this change process.

30. 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 and the Joint Consultative Committee.

31. STAFF DEVELOPMENT AND APPRAISAL SYSTEM

The Staff Development and Appraisal Scheme as set out in Appendix One shall be applied during the life of this Agreement.

32. 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.

33. 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.

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.

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.
- A further increase of 4.5% effective from the commencement of the first full pay period after 22 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.

A schedule of wage rates payable under this agreement is contained at 'Appendix 2'.

35. SUPERANNUATION

35.1 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.

35. SUPERANNUATION

cont'd:

35.1 Salary Sacrifice

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.

35.2 Choice of Funds

Employees will be offered Choice of funds in relation to superannuation arrangements commencing from 1st September 2012, with all new employees being provided with a standard choice form to enable them to 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 from time to time.

35.3 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).

36. NO FURTHER INCREASES

Apart from the increase granted under Clause 34 of this Agreement, all parties to this Agreement agree:

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

37. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the District Council of Lower Eyre Peninsula by:-

..... Mr Rod Pearson Chief Executive Officer Witness
..... Date Date

Signed for and on behalf of affected employees of District Council of Lower Eyre Peninsula by:-

..... Margaret Wandner Enterprise Bargaining Committee Witness
..... Date Date

..... Bryce Breed Enterprise Bargaining Committee Witness
..... Date Date

..... Gary Jutzen Enterprise Bargaining Committee Witness
..... Date Date

APPENDIX 1

PERFORMANCE REVIEW

Name
Position
Supervisor
Employment Status
eg permanent, part-time, contract
Date of Review

Objective

Ongoing monitoring of performance is vital to the organisations ability to manage and encourage employees to perform at a high level. Career development, encouragement, constructive criticism, management of performance issues, effectively resolving work place issues and goal setting are seen as contingent components of a performance review.

The District Council of Lower Eyre Peninsula aims to encourage continuous improvement of the skill's base and overall performance of all employees and the performance review program is seen as being an integral part of this program.

Process

The formal performance review will be undertaken every twelve months. The process for the review is designed to satisfy the following two key objectives: -

- Review performance over the previous year
- Set goals and objectives for the next year

A summary of the five sections making up the review is below: -

Section 1 – Self Assessment of previous year

This section provides the employee with an opportunity to consider their achievements for the year and document any barriers they faced in achieving their objectives.

Section 2 – Skills & Characteristics

This section asks the employee and their supervisor to rate the employee against specific criteria. The purpose of this is to recognise from a management and career development perspective areas in which an employee excels and areas that may require further training and development.

Section 3 – New Year Goals & Objectives

This section provides the employee with an opportunity, with the assistance of their supervisor, to set goals and objectives for the coming year, against which they will be appraised a year from now.

The goals may relate to completion of capital works or other work projects, upgrading of skills or improvement of performance.

Section 4 – Training and Development

This section asks the employee and their supervisor to identify any support or training the employee may require to ensure the employee has the skills and expertise necessary to meet the agreed goals.

Section 5 – Other Comments

This section provides the opportunity for the employee to make any other comments in relation to the performance review

Section 1 – Self Assessment of previous year

Section 1 of the form is designed as a self assessment. This provides each employee with an opportunity to consider their achievements for the year and document any barriers they faced in achieving their objectives.

List what you consider to be your major achievements for the year.

List what you consider to be the areas in which you have not achieved your objectives, and list some of the reasons for this.

Rate your performance against the goals set in your previous appraisal by ticking the appropriate box

The employee and supervisor will discuss the performance against the goals set as apart of the appraisal.

Goal 1	Exceeded	Met	Partially Met	Did Not Meet

Comment

Goal 2	Exceeded	Met	Partially Met	Did Not Meet

Comment

Goal 3	Exceeded	Met	Partially Met	Did Not Meet

Comment

Goal 4	Exceeded	Met	Partially Met	Did Not Meet

Comment

Goal 5	Exceeded	Met	Partially Met	Did Not Meet

Comment

Section 2 – Skills & Characteristics

Section 2 asks the employee’s supervisor to rate the employee against specific criteria. The purpose of this is to recognise from a management and career development perspective areas in which an employee excels and areas that may require further training and development.

Description	Appraiser Comment	Employee Comment	Section Score (maximum score is 10)
1. Work Standards			
2. Analysis			
3. Job Knowledge			
4. Written Communication			
5. Verbal Communication			
6. Organisation			
7. Teamwork			
8. Board member relationships			
9. Leadership			
10. Productivity			
11. Resourcefulness & Initiative			
12. Judgement & Decisiveness			
13. Impact			
14. Presentation			
15. Maturity			
16. Financial Management			
17. Human Relations			
18. Industrial Relations			
19. Professional development			
20. Customer Service			

Section 3 – New Year Goals & Objectives

Section 3 provides the employee with an opportunity, with the assistance of their supervisor, to set goals and objectives for the coming year, against which they will be appraised a year from now. The goal-setting process assists the employee in reaching agreement with his or her supervisor as to what is required of them in order to perform their role effectively and to actively participate in their career development.

The goals may relate to completion of capital works or other work projects, upgrading of skills or improvement of performance.

The goals will be discussed between the supervisor and the employee and agreed to by the supervisor.

Goal 1

Due date for completion

Goal 2

Due date for completion

Goal 3

Due date for completion

Goal 4

Due date for completion

Goal 5

Due date for completion

Section 4 – Training and Development

Section 4 asks the employee and their supervisor to identify any support or training the employee may require to ensure the employee has the skills and expertise necessary to meet the agreed goals.

A training program will be identified and documented below: -

Section 5 - Other Comments / Issues

Section 6 - Supervisor Summary

Sign off by Employee and Supervisor

.....
Employee

.....
Employer

APPENDIX TWO: WAGE RATES

DISTRICT COUNCIL OF LOWER EYRE PENINSULA			
ENTERPRISE BARGAINING AGREEMENT NO 15			
APPENDIX TWO			
GENERAL OFFICERS			
		Salary Effective First Full Pay Period After 22 March 2012	Salary Effective First Full Pay Period After 22 March 2013
		Annual Salary	Annual Salary
Level 1	Step		
	1	40,145.96	41,952.53
	2	41,109.57	42,959.50
	3	42,456.35	44,366.89
	4	43,900.77	45,876.31
	5	45,345.25	47,385.78
	6	46,787.82	48,893.27
Level 2	1	48,251.04	50,422.34
	2	49,695.51	51,931.81
	3	51,139.95	53,441.24
	4	52,584.42	54,950.72
Level 3	1	54,026.95	56,458.16
	2	55,471.38	57,967.60
	3	56,915.85	59,477.06
	4	58,341.53	60,966.90
Level 4	1	59,802.90	62,494.03
	2	61,247.35	64,003.48
	3	62,691.80	65,512.94
	4	64,136.25	67,022.38
Level 5	1	65,578.82	68,529.87
	2	67,023.27	70,039.32
	3	68,467.71	71,548.75
Level 6	1	70,873.92	74,063.24
	2	73,280.06	76,577.66
	3	75,688.11	79,094.07
Level 7	1	78,094.24	81,608.48
	2	80,500.42	84,122.94
	3	82,906.57	86,637.37
Level 8	1	85,795.50	89,656.30
	2	88,682.54	92,673.25
	3	91,571.38	95,692.09