

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/186

**TITLE: Port Stephens Council Enterprise Agreement for
Section Managers**

I.R.C. NO: IRC3/4465

DATE APPROVED/COMMENCEMENT: 5 September 2003

TERM: 33

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 31 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to section managers of Port Stephens Council and seeks to prevail over Clause 15 - Hours of Work and Clause 16 - Overtime of the Local Government State Award 2001

PARTIES: Port Stephens Council -&- Scott Anson, Peter Avis, Ray Bowen, Phil Buchan, Philip Crowe, Brad Horan, Mick Loomes, Peter Murray, Stewart Murrell, Wes Phillips, Anne Schmarr, Helen Wild

ENTERPRISE AGREEMENT

This agreement is made the _____ day of _____ 200
BETWEEN: Port Stephens Council of 116 Adelaide Street, Raymond Terrace, in the State of New South Wales hereunder referred to as the Council AND: Positions classified as Section Managers of Port Stephens Council hereunder referred to as the Employees.

1. Title

- 1.1 This agreement may be cited as the Port Stephens Council Section Manager Enterprise Agreement.

2. Incidence

- 2.1 This agreement shall apply to employees who have been appointed as a Section Manager within the organisation structure at Port Stephens Council being the positions of:

Assistant General Manager
Business and Development Manager
Community Planning Manager
Development and Building Manager
Engineering Services Manager
Finance and Administration Manager
Library and Community Services Manager
Operations Manager
Organisation Development Manager
Project Services Manager
Resources Manager
Sport and Recreation Manager

3. Term

- 3.1 The term of this agreement shall be for a period commencing from the date of ratification by the Industrial Relations Commission, and terminating on 30th June, 2006. Provided that the agreement shall continue in force after the date of expiration until replaced by a new agreement or rescinded by one of the parties in accordance with Section 44(3) of the Industrial Relations Act 1996.

4. Duress

- 4.1 This Agreement has been entered into without any duress by any party. The parties to this Agreement acknowledge that they have read and understood the terms, conditions and responsibilities under this Agreement and accept those terms, conditions and responsibilities.

5. Negotiations for Replacement Agreement

- 5.1 Not less than three months before the date of expiry specified in clause 3 above, the Council and the employees shall commence discussions for an agreement to replace this agreement.

5. Relationship With the Award

- 5.1 This agreement shall be read in conjunction with the provisions of the Local Government State Award 2001 and any amendments to that Award.
5.2 In the event of any inconsistencies between the Award and this Agreement, the Agreement shall prevail to the extent of the inconsistency.

- 5.3 The provisions of this agreement are in substitution of Clause 15 hours of work and clause 16 Overtime.
5.4 Where this Agreement is silent, the Award shall apply.

6. Hours

- 6.1 The employee shall work such hours as are reasonable and necessary to carry out the responsibilities of the position of Section Manager.

7. Remuneration

- 7.1 The employee shall receive the remuneration in Schedule A.
7.2 The level of remuneration shall be reviewed annually.
7.3 The employee may request in writing at any time that the structure of the remuneration package be varied and the Council shall not unreasonably refuse the request.
7.4 The remuneration package is structured to reward the employee for all work undertaken as Section Manager and no overtime or any allowances shall be paid to the Section Manager.

8. Motor Vehicle

- 8.1 The choice of motor vehicle will be a fully maintained Holden Berlina sedan or equivalent, or a vehicle determined by the Fleet Services Co-ordinator having regard to Council's requirements of the position, capital and operational costs, residual values, FBT, sustainability, industry trends, net operating costs, return on investment and suitability of use etc. and approved by the General Manager.
8.2 The Section Manager will meet the net operating costs for the private use component plus any Australian Taxation Office liabilities. There are three methods by which this can be achieved:

Method 1 - salary Package Deduction

The Section Manager pays for both the FBT liability and the net operating costs for their private use component from their pre tax salary (salary packaging). Under this method, the Section Manager will authorise the sum of eight thousand dollars (\$8,000) to be deducted from the total salary package in respect of the motor vehicle supplied.

Method 2 - Salary Sacrifice

The Section Manager contributes sufficient after tax income to reduce the fringe benefit tax liability to nil (ie pays the taxable value). The after tax contributions also reduce the net operating costs to Council. The Section Manager may still be required to pay additional costs to Council to meet any residual operating costs, including FBT, and to meet the GST remitted by Council on after tax contributions. These additional costs are salary sacrificed thus reducing the taxable income payable to the Section Manager.

Method 3 - Leaseback

The Section Manager contributes all of Council's costs (operating and GST) from after tax contributions

- 8.3 The Council shall meet the cost of fuel for Council business and private use which is included in the total running costs of the vehicle.

9. Financial Advice

9.1 The employee entering into this Agreement confirms by their execution of this Agreement, that they have obtained appropriate and independent financial advice concerning the salary packaging arrangements to apply under this Agreement.

10. Reconciliation of Salary Package Value and Costs

10.1 The Section Manager will meet any excess or may retain any savings should the actual cost of the personal benefit value of the vehicle be greater than or less than the agreed personal benefit value.

10.2 Where a vehicle is supplied outside the standard range of vehicles, the Section Manager will meet any excess or may retain any savings should the cost of the private use component of the vehicle plus the FBT be greater than or less than the agreed personal benefit amount.

11. Confidentiality and Acknowledgements

11.1 The terms of this Agreement remain confidential between the Council and employee.

11.2 The employee acknowledges that the Council is not liable for taxation or other liabilities, judgments, penalties or outcomes suffered or incurred by the employee resulting from entering into this Agreement.

12. Disputes

12.1 In the event that a dispute between the parties arises from the interpretation or application of this Agreement, the dispute will be processed according to the Grievance and Dispute Procedures set out in clause 27 of the Local Government (State) Award 2001.

Signed by the Parties

Signed by the General Manager

Signed by Section Manager

Position

SCHEDULE A

SALARY PACKAGE

This schedule operates on (date) and remains in force unless varied by agreement in writing between the parties.

The total salary package will be \$[amount] per annum. This comprises:

Core Benefits	\$
Salary (payable under Council’s salary system)	XXX
Allowance for additional hours	5,000
Car (Personal Benefit Value)	8,000
Total Salary Package	<u>\$</u>

Note:

1. Pursuant to Clause 8 of this Agreement, the Council shall provide the employee with a motor vehicle and the cost of that personal benefit value shall be deducted from the total salary package set out above.
2. The personal benefit value is an amount of eight thousand dollars (\$8,000) that will be reviewed annually according to the average fixed and variable fleet costs of a Holden Berlina or equivalent under the Local Government Association of New South Wales model. Should the average costs exceed the sum of eight thousand dollars (\$8,000), the increase will be referred to the General Manager for approval.
3. An allowance of \$5,000 per year shall be paid in lieu of additional hours, indexed annually in accordance with local government award salary increases.

INDUSTRIAL RELATIONS ACT 1996

TO APPROVE THE ENTERPRISE AGREEMENT

Ballot paper for the Section Manager Enterprise Agreement.

QUESTION:

Do you approve of the provisions in the Enterprise Agreement?

Please tick (v) in the appropriate box to indicate your wishes

? YES

? NO