

DISTRICT COUNCIL OF FRANKLIN HARBOUR AND FIELD STAFF ENTERPRISE AGREEMENT NO 7 OF 2013

File No. 5136 of 2014

This Agreement shall come into force on and from 26 August 2014 and have a life extending until 31 October 2016.

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

DATED 26 AUGUST 2014.



COMMISSION MEMBER



DISTRICT COUNCIL OF FRANKLIN HARBOUR AND FIELD STAFF ENTERPRISE AGREEMENT

Clause 1. TITLE

This agreement shall be known as the District Council of Franklin Harbour and Field Staff Enterprise Agreement No 7 of 2013

Clause 2. ARRANGEMENT

Clause 1.	TITLE	1
Clause 2.	ARRANGEMENT	1
Clause 3.	DEFINITIONS	2
Clause 4.	DATE AND PERIOD OF OPERATION	2
Clause 5.	PARTIES BOUND	2
Clause 6.	RELATIONSHIP TO PARENT AWARD	2
Clause 7.	AIMS AND OBJECTIVES	2
Clause 8.	CONSULTATION	3
Clause 9.	EMPLOYEE RELATIONS	3
Clause 10.	EMPLOYMENT SECURITY	3
Clause 11.	CHANGE MANAGEMENT	4
Clause 12.	FLEXIBLE HOURS OF WORK / ON CALL RETAINER FEE / AFTER HOURS CALL OUT RATES:	5
Clause 13.	PERSONAL LEAVE/ANNUAL LEAVE	6
Clause 14.	RECLASSIFICATION	7
Clause 15.	RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENT ACHIEVEMENTS	7
Clause 16.	GRIEVANCE/DISPUTE RESOLUTION	7
Clause 17.	CLOTHING, EQUIPMENT AND TOOLS	8
Clause 18.	TRAINING / STUDY LEAVE	10
Clause 19.	OCCUPATIONAL HEALTH AND SAFETY	10
Clause 20.	REVIEW OF AGREEMENT	10
Clause 21.	NO FURTHER CLAIMS	11
Clause 22.	SUPERANNUATION	11
Clause 23.	SALARY SACRIFICE OF SUPERANNUATION	11
Clause 24.	SALARY INCREASES	11
Clause 25.	SIGNATORIES	14

Clause 3. DEFINITIONS

‘Agreement’ shall mean the District Council of Franklin Harbour and Field Staff Enterprise Agreement No 7 of 2013

‘Award’ shall mean the Local Government Employees Award

‘Wage’ shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances.

‘Consultation’ is a process which will have regard to employees’ interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their view point’s heard and taken into account prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

‘Employer’ shall mean the District Council of Franklin Harbour.

Clause 4. DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date of certification and shall remain in force until 31st October 2016 (or until prior renegotiation).

Clause 5. PARTIES BOUND

This Agreement is binding on the District Council of Franklin Harbour, it’s employees employed pursuant to the Award and the Amalgamated AWU (SA) State Union, known as the Australian Workers Union (AWU).

Clause 6. RELATIONSHIP TO PARENT AWARD

- 6.1 This Agreement supersedes the District Council of Franklin Harbour and Field Staff Enterprise Agreement No 6 of 2011 and all prior certified Agreements between the District Council of Franklin Harbour and the Australian Workers Union.
- 6.2 This Agreement shall be read and interpreted wholly in conjunction with the South Australian Local Government Employees Award, provided that where there is an intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

Clause 7. AIMS AND OBJECTIVES

- 7.1 To encourage and develop a high level of skill, innovation and excellence among employees at the District Council of Franklin Harbour through the provision of training and skills improvement programs, and for the District Council of Franklin Harbour to be recognized as an Employer of choice.
- 7.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.3 To enhance careers and benefits for employees.
- 7.4 To develop an environment where all parties are involved in decision making processes.
- 7.5 To provide for increased wages for employees.

- 7.6 To recognize commitment, past productivity and efficiency improvements.
- 7.7 To recognize that the Australian Workers Union and its representatives have a role in facilitating positive workplace change, and in representation of its members employed by Council

Clause 8. CONSULTATION

Full staff meetings shall remain the consultative structure for negotiating, reviewing and monitoring the implementation of this Agreement and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process. Through this forum the parties will aim to:

- reach decisions through consensus
- consider reports and ideas generated by Council management or employees
- review and monitor the operation and implementation of the Enterprise Agreement
- consider and implement agreed suggestions for continuous improvement and resolve any disputes arising out of the operation of the Agreement.

Clause 9. EMPLOYEE RELATIONS

The parties:

- Recognize 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.
- Recognize that participation of all parties in decision-making processes are an essential ingredient of workplace change.

Clause 10. EMPLOYMENT SECURITY

10.1 General principles

There shall be no forced redundancies during the life of this Agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with its employees and their representatives.

The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with in the following ways:

- a) Natural attrition
- b) Redeployment to a position of the same classification level
- c) Redeployment to a position of lower classification level with income maintenance
- d) Voluntary separation package.

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

10.2 Redeployment

- 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 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 10.2.3 The employee must agree to the redeployment.
- 10.2.4 The employee will, as a matter of priority be provided with training to assist the redeployed into a new position.
- 10.2.5 The employee's pre-deployment wage rates shall be maintained until the wage rates of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.

10.3 Voluntary Separation Package

Should an employee elect to take a voluntary separation package with the approval of the Chief Executive Officer, such package shall comprise:

- 10.3.1 10 weeks notice of termination or payment of total standard weekly wage in lieu thereof
- 10.3.2 3 weeks of total standard weekly wage as severance payment for each year of continuous service in Local Government as severance payment

Clause 11. CHANGE MANAGEMENT

The parties recognize 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:

- improvement to work practices
- purchase of new equipment
- introduction of new technology
- change in workforce size and structure
- resource sharing
- amalgamation with other organizations
- consideration of alternative service delivery.

As soon as change which may impact on employees is being considered, the matter shall be discussed at a staff meeting. The Council will ensure that 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 and their representatives, among other things, the changes being considered, the basis for such contemplated changes, the effects such changes are likely to have on employees and will give due consideration to matters raised and alternatives submitted by the employees and / or their representatives in relation to the contemplated changes.

Clause 12. FLEXIBLE HOURS OF WORK / ON CALL RETAINER FEE / AFTER HOURS CALL OUT RATES:

- 12.1 The ordinary hours of work for full time employees shall not exceed one hundred and fifty two hours to be worked on any 16 of the 20 ordinary working days (being 76 hours a fortnight and based upon a 38 hour week) Monday to Friday (excluding public holidays). Rostered day off to be taken on a Friday (except for the Mechanics and Town Maintenance Employees whose rostered day off will be on a Monday), unless negotiated with the Works Manager prior to combining with a public holiday.
- 12.2 The normal working hours shall be between the hours of 5.00 a.m. and 7.00 p.m. with a minimum unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00 pm. Subject to the total ordinary hours worked within any period of 4 consecutive weeks shall not exceed 152 hours.
- 12.3 It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours to achieve time frames.
 - 12.3.1 Where additional time is worked under sub-clause 12.3, all Time worked on an RDO, Saturday or Sunday will be paid at time and a half for all hours worked (with the exception of Sunday Dump times, which will stay at the \$150.00 allowance), or shall be taken as time in lieu as agreed with the employer.
 - 12.3.2 If required to work on a Public Holiday, the public holiday shall be paid as a normal day and all hours worked will be paid at time and a half, or taken as time-in-lieu as agreed with the employee, the accrued time shall be taken off by the 31st January each year or as mutually agreed between the employee and his or her supervisor.
 - 12.3.3 Payment for all call outs is to be at the time and a half rate with a minimum payment of three (3) hours and time worked will commence and finish from home.
 - 12.3.3.1 Any employee that is required to be 'on call' shall receive an on call retainer fee of \$150 per day for the time he/she is on call.

Clause 13. PERSONAL LEAVE/ANNUAL LEAVE

13.1. 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 employee's household.

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.

13.2. Compassionate Leave

Employees, 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.

13.3. Parental Leave

Employees are entitled to 12 months parental leave after 12 months of continuous service.

Parental leave arrangements include for the adoption of a child.

Employees may have entitlements 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.

13.4. 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 or less as arranged.

Nothing in this Clause shall have the effect of reducing the entitlement provided for under the Award.

Clause 14. RECLASSIFICATION

Any request for a reclassification shall be examined and determined by the employer within one month of receipt of such application.

Any employee not satisfied with the determination may access the dispute resolution/grievance procedure before choosing to access a Board of Reference constituted under the Award.

Clause 15. RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENT ACHIEVEMENTS

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

Clause 16. GRIEVANCE/DISPUTE RESOLUTION

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

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

16.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Supervisor. If the employee wishes, he or she may involve the Workplace Representative or AWU Industrial Officer in attempting to resolve the dispute. Conversely, Supervisors should seek to resolve any dispute with the employees concerned.

16.1.3 If the matter is not resolved at that stage, the employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer.

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

16.1.5 Nothing contained in this clause shall prevent an AWU Industrial Officer or Employee Representative from raising matters directly with management.

16.1.6 In the event that the grievance or dispute remains unresolved it may be referred by either party to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

16.2 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

16.2.1 Either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation.

- 16.2.2 If this does not succeed then the matter may be referred to the South Australian Industrial Relations Commission for it to exercise its conciliation powers; and
- 16.2.3 If conciliation does not resolve the matter then the parties will place it before the Fair Work Commission.

Clause 17. CLOTHING, EQUIPMENT AND TOOLS

17.1 Uniforms

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

17.2 Protective Clothing

The employer will provide each employee protective clothing and safety apparel (P.P.E) as considered appropriate by the WHS Committee, having regard to the employer's and employee's duty of care and obligations under the WHS Act 2012 and regulations.

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

17.2.1 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 each January of the agreement and/or on a fair wear and tear basis.

17.2.2 Footwear

Employees will be supplied with approved safety type footwear to be worn in accordance with the employee's responsibilities under WHS.

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

17.2.3 Winter Clothing

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

17.2.4 Wet Weather Gear

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

17.2.5 Protection from the Sun

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

17.2.6 Ear Protection

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

17.2.7 Eye Protection

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

17.2.8 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.

17.2.9 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.

17.2.10 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, mask, gloves, boots and/or other equipment necessary for the employee's protection from contamination. Shower facilities are provided and appropriate wash down time is to be allowed to the employees in accordance with the manufactures MSDS for using chemicals where the MSDS requires such special precautions to be taken.

17.2.11 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 WH&S standards or other relevant legislation.

17.2.12 Drivers Licence

Council will meet the cost of an employee's Drivers Licence annually upon an application or request from the employee to the employer.

Clause 18. TRAINING / STUDY LEAVE

Employees undertaking training courses or study course are allowed time off with pay of up to 5 hours per week (+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 provisions;

- The Training course or study's are appropriate to Local Government and / or the District Council of Franklin Harbour; and
- The method of undertaking the study or training course is approved and authorized by Council.

Employees undertaking approved courses of study by correspondence are permitted time off with pay of two 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. Evidence of course progress will be necessary, otherwise this provision will cease.

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

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.

Clause 19. WORK HEALTH AND SAFETY

- 19.1 All employees of the Council shall be assured a safe working environment at all times.
- 19.2 The Council and the employees shall fully cooperate to achieve high standards of work health and safety.
- 19.3 The parties recognize that safety education and safety programs shall be fundamental in achieving this objective.
- 19.4 Any remote work sites such as the Transfer Station MUST have no less than two (2) qualified employees present at all times during operating times

Clause 20. 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 an approved place of training for work.

Clause 21. REVIEW OF AGREEMENT

During the term of this Agreement there shall be a process of review undertaken at staff meetings or tool box meetings as provided for in Clause 8 of this Agreement.

Parties commit to commence negotiations on a further agreement no less than six months prior to the expiration of this Agreement.

Clause 22. NO FURTHER CLAIMS

The parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

This agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case Decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

Clause 23. SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the State Wide Superannuation Scheme as required by the rules of the Scheme.

“Statewide 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) (1999 Act), 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.

Clause 24. SALARY SACRIFICE OF SUPERANNUATION

- 23.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme (Statewide) on behalf of the employee.
- 23.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 23.3 An employee can elect to vary the amount of salary sacrifice paid to the (Statewide) at any time during the life of this agreement, consistent with the rules of the fund.
- 23.4 No employee shall be disadvantaged by entering into a Salary Sacrifice Agreement.
- 23.5 The employee’s substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

Clause 25. SALARY INCREASES

The AWU undertakes that during the period of this agreement there shall be no further wage increases sort or granted except for those provided for in this agreement. State wage cases shall not apply to this agreement.

The current rate of 19% above the award becomes the base rate.

Employees covered by this Agreement are entitled to the following wage increases, to apply to the wages provided for under the District Council of Franklin Harbour Enterprise Agreement No. 7.

- Phase 8 A 3% increase payable from the 1st November 2013; and
- Phase 9 A further 3% increase payable 12 months later on the 1st November 2014; and
- Phase 10 A further 3% increase payable 12 months later on the 1st November 2015.

District Council of Franklin Harbour Local Government Employees Award

Wages Schedule

Classification	Current Weekly Base Rate	Pay Period Commencing 1 st November 2013 + 3%	Pay Period Commencing 1 st November 2014 + 3%	Pay Period Commencing 1 st November 2015 + 3%
Classification Year 1				
Grade 1	821.46	846.10	871.48	897.62
Grade 2	844.31	869.64	895.73	922.60
Grade 3	867.75	893.78	920.59	948.21
Grade 4	896.07	922.95	950.64	979.16
Grade 5	917.97	945.51	973.88	1003.10
Grade 6	934.63	962.67	991.55	1021.30
Grade 7	951.05	979.58	1008.97	1039.24
Grade 8	966.28	995.27	1025.13	1055.88
Classification Year 2				
Grade 1	831.93	856.89	882.60	909.08
Grade 2	854.78	880.42	906.83	934.03
Grade 3	878.22	904.57	931.71	959.66
Grade 4	906.54	933.74	961.75	990.61
Grade 5	928.44	952.63	981.21	1010.65
Grade 6	945.10	973.45	1002.65	1032.73
Grade 7	961.52	990.37	1020.08	1050.68
Grade 8	976.75	1006.05	1036.23	1067.32
Classification Year 3				
Grade 1	842.28	867.55	893.57	920.38
Grade 2	865.13	886.96	913.57	940.98
Grade 3	888.58	915.24	942.70	970.98
Grade 4	916.90	944.41	972.74	1001.92
Grade 5	938.79	966.95	995.96	1025.84
Grade 6	955.45	984.11	1013.63	1044.04
Grade 7	971.88	1001.04	1031.07	1062.00
Grade 8	987.11	1016.72	1047.22	1078.64

Clause 26. SIGNATORIES

Signed for and on behalf of the District Council of Franklin Harbour by the Mayor

Mayor

Witness

Date

Date

Employees party to the Agreement

Signed by the Australian Workers Union (AWU) by

Secretary

Witness

Date