

DISTRICT COUNCIL OF FRANKLIN HARBOUR AND FIELD STAFF ENTERPRISE AGREEMENT NO 5 2004

File No. 4016/2005

**This Agreement shall come into force on
and from 6 July 2005 and have a life
extending for a period of twenty-four
months therefrom.**

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



DATED 6 JULY 2005.

COMMISSION MEMBER



**District Council of Franklin Harbour
And
Field Staff Enterprise Agreement No 5 2004**

1) **TITLE**

This Agreement shall be referred to as the District Council of Franklin Harbour and Field Staff Enterprise Agreement No 5 2004.

2) **SCOPE AND PARTIES BOUND**

This Agreement shall be binding upon the District Council of Franklin Harbour and employees of Council who are engaged in work normally covered by the Local Government Employees Award.

3) **ARRANGEMENT**

| Reference | Clause No. |
|-------------------------------------|------------|
| ◆ Title | 1 |
| ◆ Scope and Parties Bound | 2 |
| ◆ Arrangements | 3 |
| ◆ Term | 4 |
| ◆ Relationship to Award | 5 |
| ◆ Objective and Intent | 6 |
| ◆ Bargaining Unit | 7 |
| ◆ Wage Adjustments | 8 |
| ◆ Re-negotiation | 9 |
| ◆ Hours of Work | 10 |
| ◆ Sick Leave / Family Leave | 11 |
| ◆ Employee Relations | 12 |
| ◆ Employee Protection | 13 |
| ◆ Voluntary Separation Packages | 14 |
| ◆ Absorption of Allowances | 15 |
| ◆ Drivers Licence | 16 |
| ◆ On the Job Starts | 17 |
| ◆ Employee Incentive Scheme | 18 |
| ◆ Dispute Resolution | 19 |
| ◆ Enterprise Agreement (Disputes) | 20 |
| ◆ Journey Accident Policy | 21 |
| ◆ Superannuation | 22 |
| ◆ Wages Sacrifice of Superannuation | 23 |
| ◆ Signatories | 24 |

4) TERM

This Agreement shall commence from the day it is approved through the State Industrial Relations Commission and shall continue in force for a period of two (2) years.

5) RELATIONSHIP TO AWARD

The Local Government Employees Award shall underpin the conditions of employment of employees covered by this Agreement and to the extent that any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail.

6) OBJECTIVES AND INTENT

The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Councils operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

7) BARGAINING UNIT

This Agreement has been negotiated through a Bargaining Unit comprising all employees and two (2) management representatives viz the District Clerk and the Works Manager. The Bargaining Unit shall meet as required during the term of this Agreement to deal with matters arising out of implementation.

8) WAGE ADJUSTMENTS

The Agreement provides for a wage adjustment to a level of 12% above the Local Government Employees Award (or any replacement Award) at any given time for the duration of this Agreement, to be paid from the first pay period commencing after the Agreement is signed by the parties.

Wage increases to be paid on the total Award Rate (including Disability Allowance).

9) RE-NEGOTIATION

The parties agree to meet through the Bargaining Unit (3 months prior to the expiration of this Agreement) to consider the means for re-negotiation or continuation of this Enterprise Agreement.

10) HOURS OF WORK

(i) Eight Day Fortnight

The Council field staff shall work a 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week) the span of hours to be operated between 5am to 7pm with flexibility for both parties. Rostered day off to be taken on a Friday (except for the Town Maintenance Employee whose rostered day off will be taken on a Monday), unless negotiated with the Works Manager prior to combining with a public holiday.

(ii) Hours Flexibility

- (a) Subject to the span of hours undertaken in (i) above, in specific circumstances however (and following appropriate notice and consultation with the staff concerned) the Works Manager may require an employees(s) to work ordinary hours other than in accordance with the 8 day fortnight arrangements.
- (b) Specific circumstances include the following:-
- Seasonal work cycles,
 - Peak work periods,
 - Special work projects,
 - Completion of work on a given day having regard to the nature of work operations being undertaken.
- (c) Time worked outside one hundred and fifty two (152) hours in a four (4) week period shall attract overtime payments at the rate in accordance with the Local Government Employees Award, or time to be taken in lieu equivalent to the overtime payment. The accrued time off shall be taken by the 31st January each year.

(d) The parties agree that the circumstances of the application of Clause 10(ii), Hours Flexibility, in relation to work on weekends will be limited to favourable patrol grading conditions, which are envisaged to only occur three to four times a year at most or special work projects, emergency situations such as fires, floods or traffic accidents, where public safety issues are at stake. Further the Council recognises that the flexible hours span would also apply in those weekend work situations.

(iii) Rostered Days Off

Having regard to the operational work requirements an employee(s) may be requested by the Works Manager to bank or accrue his/her rostered day(s) off. Where this occurs the RDO will subsequently be taken at a mutually agreed time within 3 months of the deferred date. By agreement between the Works Manager and an employee(s), RDO's may be banked and taken off on the normal work days between Christmas Day and New Years Day.

11) SICK LEAVE / FAMILY LEAVE

Subject to the following conditions an employee may access his/her sick leave entitlement for reasons of urgent domestic or personal need:

- (i) There shall be no change to the sick leave entitlement for full-time employees (10 days or 76 hours per annum) - nor any change to the accrual of unused sick leave from year to year.
- (ii) An employee may be permitted up to five (5) days per annum from his/her sick leave entitlement for urgent family purposes.
- (iii) Whenever possible leave under (ii) hereof shall be sought and approved prior to the actual taking of the leave. Where the leave coincides with a weekend or (in particular) a long weekend the Works Manager may require some proof regarding the circumstances necessitating the absence.

12) EMPLOYEE RELATIONS

All parties recognise the need to maintain mutual trust and understanding to improve Employee Relations throughout the organisation.

Management is committed to ensure that there is opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs.

13) EMPLOYEE PROTECTION

This agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings and benefits provided by the employer at the time of signing of agreement in regard to hours of work, annual leave with pay or long service leave with pay. For the life of this agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition or the acceptance of voluntary separation packages.

14) VOLUNTARY SEPARATION PACKAGES

In the event of a position becoming redundant any VSP's to be offered on the basis of:

- (i) 3 weeks total weekly wage for each completed year of continuous service in local government, and
- (ii) 10 weeks notice of termination or payment of total weekly wage in lieu thereof.

15) ABSORPTION OF ALLOWANCES

The new wage rates prescribed herein absorb the allowances and special rates set out under Schedule 4 and 5 to the Award, other than meal allowances and first aid allowance.

16) DRIVERS LICENCE

Council will meet the full cost of employee Drivers Licence renewals at the time they fall due or equal annual payments to meet the full cost of the drivers licence at the end of each financial year.

17) ON THE JOB STARTS

Where an employee lives in closer proximity to the work-site (than the depot) and requests to commence work at the actual work-site the Works Manager may consent to such request in which case no additional payments shall be paid to the employee.

18) EMPLOYEE INCENTIVE SCHEME

- (i) During the term if this Agreement employees are encouraged to bring forward their views (to the Works Manager) concerning ways in which their work or operations may be carried out more productively or efficiency.
- (ii) Upon receipt of the proposal the Works Manager shall acknowledge receipt in writing to the employee(s) concerned.
- (iii) The Works Manager, the District Clerk and where necessary the Council shall give due consideration to the proposal and advise the employee(s) regarding any intention to implement changes arising from the proposal.
- (iv) Where the changes lead to quantifiable savings against Council's budget the employee or employees responsible to initiating the idea(s) shall be rewarded by Council in a form determined by Council, having regard to the nature of the savings.

19) DISPUTE RESOLUTION

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

Employee(s) shall in first instance seek to resolve any disputes with the Works Manager.

Conversely the Works Manager 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 District Clerk and the appropriate workplace representative who may involve a union official.

In the event that the matter of dispute remains unresolved, either party may refer the dispute to the State Industrial Relations Commission for conciliation and or arbitration.

20) ENTERPRISE AGREEMENT (DISPUTES)

Unit In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Council and the employees concerned with the particular dispute.

In the absence of a satisfactory resolution to the matters in dispute, either the employees or Council may seek assistance from the State Industrial Relations Commission in a conciliation role and, if necessary to arbitrate the dispute.

21) JOURNEY ACCIDENT POLICY

Council shall insure all employees for Journey Accident (to and from work and whilst at work).

22) SUPERANNUATION

The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1934 SA.

“Superannuation contributions” means:

- (a) Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (b) An amount paid to the Superannuation Scheme (in respect to each employee) being the amount specified in the Superannuation Guarantee Act;
- (c) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

23) WAGES SACRIFICE OF SUPERANNUATION

- a) An employee who is a contributing member can elect to have any amount of their current wages paid each pay period by the employer into the Local Government Superannuation Scheme (Local Super) on behalf of the employee.
- b) 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 wages, thus effectively reducing the taxable wages of the employee.
- c) An employee can elect to vary the amount of wages sacrifice paid to the Local Government Superannuation Scheme (Local Super) at any time during the life of this agreement, consistent with the rules of the fund.
- d) No employee shall be disadvantaged by entering into a Wages Sacrifice Agreement.

24) SIGNATORIES

Signed for and on behalf of the
District Council of Franklin Harbour _____

Date _____

Employees party to the Agreement _____

Date _____

In the presence of _____

Date _____

Witness _____

District Council Of Franklin Harbour
Wages Schedule – Greement No 5, 2004
Local Government Employees Award – Municipal Employee

Local Government Employees Award - Municipal Employee

| CLASSIFICATION | | BASE RATE | DISABILITY ALLOWANCE | 12% | ACTUAL RATE |
|----------------|------|-----------|----------------------|-------|-------------|
| Grade 1 | Yr 1 | 493.00 | 21.30 | 61.72 | 576.02 |
| | Yr 2 | 499.70 | 21.30 | 62.52 | 583.52 |
| | Yr 3 | 506.30 | 21.30 | 63.31 | 590.91 |
| Grade 2 | Yr 1 | 510.00 | 21.30 | 63.76 | 595.06 |
| | Yr 2 | 516.70 | 21.30 | 64.56 | 602.56 |
| | Yr 3 | 523.30 | 21.30 | 65.35 | 609.95 |
| Grade 3 | Yr 1 | 527.40 | 21.30 | 65.84 | 614.54 |
| | Yr 2 | 534.10 | 21.30 | 66.65 | 622.05 |
| | Yr 3 | 540.70 | 21.30 | 67.44 | 629.44 |
| Grade 4 | Yr 1 | 548.40 | 21.30 | 68.36 | 638.06 |
| | Yr 2 | 555.10 | 21.30 | 69.17 | 645.57 |
| | Yr 3 | 561.70 | 21.30 | 69.96 | 652.96 |
| Grade 5 | Yr 1 | 564.80 | 21.30 | 70.33 | 656.43 |
| | Yr 2 | 571.50 | 21.30 | 71.14 | 663.94 |
| | Yr 3 | 578.10 | 21.30 | 71.93 | 671.33 |
| Grade 6 | Yr 1 | 577.10 | 21.30 | 71.81 | 670.21 |
| | Yr 2 | 583.80 | 21.30 | 72.61 | 677.71 |
| | Yr 3 | 590.40 | 21.30 | 73.40 | 685.10 |
| Grade 7 | Yr 1 | 589.40 | 21.30 | 73.28 | 683.98 |
| | Yr 2 | 596.10 | 21.30 | 74.09 | 691.49 |
| | Yr 3 | 602.70 | 21.30 | 74.88 | 698.88 |
| Grade 8 | Yr 1 | 600.70 | 21.30 | 74.64 | 696.64 |
| | Yr 2 | 607.40 | 21.30 | 75.44 | 704.14 |
| | Yr 3 | 614.00 | 21.30 | 76.24 | 711.54 |