

# **DISTRICT COUNCIL OF FRANKLIN HARBOUR AND FIELD STAFF ENTERPRISE AGREEMENT NO 4, 2002**

**File No. 6756 of 2002**

**This Agreement shall come into  
force on and from 17 October 2002  
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 INDUSTRIAL AND EMPLOYEE  
RELATIONS ACT 1994.



DATED THIS 17th DAY  
OF OCTOBER 2002

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ENTERPRISE AGREEMENT  
COMMISSIONER



# District Council of Franklin Harbour

## And

# Field Staff Enterprise Agreement No 4 2002

### 1) TITLE

This Agreement shall be referred to as the District Council of Franklin Harbour and Field Staff Enterprise Agreement No 4 2002.

### 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

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**4) TERM**

This Agreement shall commence from the day it is approved through the 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) Nine Day Fortnight**

The Council field staff shall work a 9 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 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 9 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 31<sup>st</sup> January each year.
  - (d) The parties agree that the circumstances of the application of Clause 10(2), 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 of 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 efficiently.
- (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 for 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.

**20) ENTERPRISE AGREEMENT (DISPUTES)**

In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Unit 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 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) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- (c) An amount paid to the Superannuation Scheme (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
- (d) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

