

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number	ET-20-01969
Applicant	District Council of Franklin Harbour Enterprise Bargaining Agreement 2019 - 2022
Other parties	Amalgamated AWU (SA) State Union, Australian Services Union,

Orders - Approval of Enterprise Agreement

District Council of Franklin Harbour Enterprise Bargaining Agreement 2019 – 2022

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 31 July 2020 and have a nominal life extending to 31 October 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue circular stamp.

Commissioner Cairney

31 Jul 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF FRANKLIN HARBOUR

Enterprise Bargaining Agreement 2019 - 2022



VERSION: 2.0 NOVEMBER 2019

"A proud, growing and unified community benefiting from a diverse and environmentally sustainable economic base."

District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022

Version Control	Date	References	Meeting Location and Date	Author	Comments
V1.0	May 2019	2019-2022 Enterprise Bargaining Agreement - Draft			
V1.1	August 2019	2019-2022 Enterprise Bargaining Agreement – Changes to Draft document prior to negotiation			
V2.0	March 2020	2019 – 2022 EBA Changes to Draft Document during negotiations			

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AIMS AND OBJECTIVES

The District Council of Franklin Harbour (Council) aims to encourage and develop a high level of skill, innovation and excellence among employees through the provision of training and skills improvement programs, and for the District Council of Franklin Harbour to be recognised as an Employer of choice.

Council aims to ensure strict adherence to the Award, this Agreement, and all other statutory provisions and to enhance careers and benefits for employees.

Council aims to develop an environment where all parties are involved in decision making processes, to provide for increased wages for employees and to recognise commitment, past productivity and efficiency improvements.

Council recognizes that the Amalgamated AWU (SA) State Union and the Australian Services Union and its representatives have a role in facilitating positive workplace change, and in representation of its members employed by Council

*District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022*

1. SECTION ONE - ADMINISTRATION

1.1 TITLE

This Agreement shall be known as the District Council of Franklin Harbour Enterprise Bargaining Agreement 2019-2022.

1.2 DEFINITIONS

Additional Time	Shall mean time worked by a part-time employee that is in addition to the employee's standard ordinary hours of work but still falls within Ordinary Span of Hours.
ASU	Shall mean the Australian Services Union.
Awards	Shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	Shall mean the Amalgamated AWU (SA) State Union.
Casual Employee	A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment.
EBA	Shall mean this District Council of Franklin Harbour Enterprise Bargaining Agreement 2019-2022
CEO	Shall mean the Chief Executive Officer of Council.
Commission	Shall mean the South Australian Industrial Relations Commission.
Continuous Service	Shall mean continuous service of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
Council	Shall mean the District Council of Franklin Harbour.
Employee	Shall mean all employees employed by the Council, with the exception of those employees that are employed pursuant to an Individual Contract.
Employer	Shall mean the District Council of Franklin Harbour.
Employee Bargaining Representative (EB)	Shall mean an employee elected by other employees to represent the views of the relevant work group at the EBA committee.
Full Time	An employee who is engaged for a maximum of 76 hours ordinary time.
Immediate Family	(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) any member of the person's household; (c) any other person who is dependant of the person's care.
Indoor Staff	Shall mean employees who primarily are employed indoors in Customer Service, Business Administration and Management, Community Services and Compliance Administration positions

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Local Government Employee (LGE) Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provision of the Fair Work Act 1994.
Outdoor Staff	Shall mean employees who primarily work outdoors and are employed to perform functions in relation to Civil Works, Depot and Town Maintenance.
Part Time	A part time employee is an employee who is engaged for less than the standard full time ordinary hours for that class of employees and receives leave entitlements pro-rata of full time
Probationary Period	Shall mean in relation to the commencement of employment, the testing or trial of a person's conduct and qualifications over the time frame provided in the Employment Agreement.
Remuneration	Shall mean total income including wages, regular overtime, allowances, superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment.
Rostered Day Off	A Rostered Day Off (RDO) shall mean a day that is taken as part of a normal work cycle by a Full Time Employee
South Australian Municipal Salaried Officers (SAMSO) Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994.
Ordinary Span of Hours	Shall mean the span of time on a given day in which an employee's Standard Ordinary Hours can be worked.
Ordinary Hours	As defined in Section 3 of this EBA, for which the ordinary hourly rate in Appendix A, B or C will be payable.
Significant Part of a Day	In relation to the undertaking of substantive duties of a higher grade / level, shall mean for at least fifty percent of a day.
State of Readiness	Shall mean that an employee will: <ul style="list-style-type: none"> • not be under the influence of alcohol or drugs • be contactable and within mobile phone service • and remain within a reasonable attendance time of the area to which they are assigned On Call
Substantive duties	Shall mean duties clearly associated with a particular grade / level as defined by a job description.
Superannuation Contribution	Contributions which the employer must pay to an employee's Superannuation fund under the Superannuation Guarantee (Administrative) Act 1992
Supervisor	Shall mean an employee who is responsible for the day to day supervision of employees of a work area.
Time Off in Lieu (TOIL)	'Time Off in Lieu' (TOIL) shall mean additional ordinary hours which are worked by staff to be taken as paid time off in lieu of a cash payment.
Trainee	Shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and the Registered Training Organisation
Union	Shall mean the AWU or ASU.

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Union Representative	Shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.
Work Area	Shall mean the location, department or function in which the employee primarily works or is based for work purposes

1.3 DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing on 1 November 2019 and conclude on 31 October 2022.

1.4 PARTIES BOUND

This Agreement is binding on:

- the District Council of Franklin Harbour;
- all employees employed pursuant to the SA Local Government Employees Award and the SA Municipal Salaried Officers Award;
- the Amalgamated AWU (SA) State Union;
- the Australian Services Union.

1.5 RELATIONSHIP TO PRIOR INDIVIDUAL COUNCIL AGREEMENTS

This Agreement replaces all previous Certified Agreements between parties bound as per Clause 1.4. PARTIES BOUND and has been negotiated in the spirit of good faith bargaining between all parties.

1.6 RELATIONSHIP TO AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officer's Award and 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.

2. SECTION TWO - EMPLOYEE RELATIONS

2.1 EMPLOYEE PROTECTION

There shall be no forced redundancies for the life of this agreement.

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in minimum standards, such as hours of work, wages, annual leave, long service leave, sick leave, bereavement leave, parental leave pursuant to the Fair Work Act 1994 (SA).

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

- Natural attrition
- Redeployment to a position of the same classification level
- Redeployment to a position of lower classification level with income maintenance
- Voluntary Separation Package

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

2.2 REDEPLOYMENT

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

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.

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-deployment salary shall be maintained until the salary of the new classification level equals the employees pre-deployment salary. For the first twenty-four (24) months of income maintenance, the employee shall receive all incremental advances due under the pre-deployment position and shall also receive Award, Agreement and other general increases.

2.3 VOLUNTARY SEPARATION PACKAGE

Should a Council offer a redundancy package for consideration by an employee or group of employees, such package shall comprise a minimum of:

- 10 weeks notice of termination or payment of total standard weekly wage in lieu thereof
- 3 weeks of total weekly wage as severance payment for each year of continuous service in Local Government as severance payment.
- An amount representing 10% of total annual salary for the purpose of outplacement counselling.

2.4 CONSULTATION AND CHANGE MANAGEMENT

Full staff meetings shall remain the consultative structure for negotiating, reviewing and monitoring the changes to the workplace.

The parties to this agreement recognise that change is an ongoing feature of the work environment and that appropriate management of change is beneficial to all parties.

The CEO and Management are committed to consultation with employees who may be impacted by changes in the work force, and employees will be kept informed of corporate plans, objectives, achievements and the statutory obligations of both Council and employees.

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 organisations
- Consideration of alternative service delivery

Where changes that will affect employees (or a group of employees) work practices are being considered, as part of the consultative process, the CEO (or his/her delegate) will discuss with the employees affected (and relevant unions where appropriate) 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.

Management / CEO will give due consideration to matters raised and alternatives submitted by the employees in relation to the contemplated changes.

Following consultation and consideration of the views expressed by employees the parties to this agreement will actively participate to enact change as determined by Council.

2.5 GRIEVANCE / DISPUTE RESOLUTION

The procedures below are established to deal with industrial disputes arising under this Agreement in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party.

The parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions.

Until the matter is resolved the status quo antes will prevail except where justified on the grounds of health and safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of change.

No party shall be prejudiced as to the final outcome by the continuance of work in accordance to this clause.

2.6 STAGES OF DISPUTE SETTLEMENT

Stage 1: Discussions will initially be held between the Employee and/or an Employee Representative and the Supervisor to attempt to settle the matter at that level.

Stage 2: If the dispute is not resolved at stage 1, the employee and/or an Employee Representative will meet with the Supervisor/Manager and CEO.

Stage 3: If the dispute is not resolved at stage 2, either party may refer the matter to the South Australian Employment Tribunal (SAET) for conciliation and/or arbitration.

Every reasonable effort will be made to resolve the processes contained in stages 1, 2 and 3 above within 10 working days.

Note: An employee representative may include a union delegate, or another person as determined by the employee.

3. SECTION THREE - TERMS OF EMPLOYMENT

3.1 HOURS OF WORK

The ordinary hours of work for a full time employee will be 76 hours per fortnight worked between Monday and Friday, except for public holidays.

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. Workers are required to work these additional hours to meet the workload.

Where additional time is worked under this clause, 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 be paid a **\$170.00 allowance**), or shall be taken as time in lieu as agreed with the employer.

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 employer.

3.2 INDOOR STAFF

The Ordinary Hours of work for employees classed as Indoor staff will be between the hours of **7am and 5.30pm** with a minimum unpaid meal break of half an hour to be taken between 12 noon and 2 pm.

Full-time indoor staff will be entitled to take a Rostered Day Off (RDO) on a regular cycle, given that the minimum hours have been worked during normal working hours and ensuring that coverage of the office is maintained Monday to Friday.

3.3 OUTDOOR STAFF

The Ordinary Hours of work for employees classed as Outdoor staff will be no more than 9.5 hours per day, with the span of hours being between **5am and 7pm** with an unpaid meal break of half an hour between the hours of 12 noon and 2pm.

Outdoor staff will take a Rostered Day Off (RDO) on a regular cycle, generally on Monday or Friday on a weekly basis depending on the specific worksite requirements ensuring that coverage of the Depot is maintained Monday to Friday.

3.4 HIGHER DUTIES

This clause excludes officers relieving in the role of Chief Executive Officer as required under the Local Government Act 1999, Section 102.

The employee will be paid at the higher duties level/grade when appointed to an acting position to cover planned leave for a minimum of two days.

All direction or appointments to undertake higher duties will be in writing and authorised prior to the period commencing.

3.5 CASUAL EMPLOYEES

An employee engaged on a casual employment agreement will be entitled to a Casual Loading percentage as determined from time to time by the Industrial Relations Commission of SA¹ as part of the South Australian Minimum Wage and other entitlements as per the Fair Work Act 1994 or other relevant legislation.

3.6 PART TIME EMPLOYEES

Any officer employed on less than a full-time basis may be engaged as a part-time officer. The provisions of this Agreement shall be applied on a pro-rata basis to any such officers.

A part-time employee shall be entitled to overtime or penalty payments at the prescribed rates in respect of work performed outside of the span of hours.

The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to short term requirements of either party or in respect of an increase or decrease in normal hours of duty.

All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual or temporary employees are engaged.

3.7 TRAINING / STUDY

Council has a commitment to ensuring employees update their skills and knowledge through the provision of internal and external training. During the life of this agreement a minimum of 1.5% of the annual budget shall be available for staff training.

Employees undertaking training courses or study courses are allowed time off with pay of up to 5 hours per week (plus travelling time) to attend lectures and/or examinations and such times as is necessary to practical training in normal working hours subject to the following provision:

- The training course or studies are appropriate to Local Government and/or the District Council of Franklin Harbour
- The method of undertaking the study or training course is approved and authorised 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 pay for all fees 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.

¹ <http://www.safework.sa.gov.au/>

3.8 EMPLOYMENT 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 the Board of Reference constituted under the Award.

Date of reclassification shall take effect from the date the employee commenced the change of duties.

3.9 CORPORATE WARDROBE

INDOOR STAFF

Whilst not compulsory, Council encourages employees to wear the Corporate Wardrobe. Accordingly, Council will pay up to \$300.00 per annum of the cost of establishing and maintaining the wardrobe, per employee.

OUTDOOR STAFF

Council will provide each employee Protective Clothing and Safety Apparel (PPE) as considered appropriate by the WHS Committee, having regard to the employer's and employee's duty of care and obligation under the WHS Act 2012 and regulations. This shall include, but not limited to, items such as hat and sunscreen, ear protection, eye protection, hard hat, hand protection, safety jackets, etc.

Employees will be provided with two sets of clothes consisting of:

- Two sets of overall; 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.

Note: new employees will be provided with 3 shirts and two trousers/overalls.

Footwear – Employees will be supplied with approved safety type footwear to be worn in accordance with the employees responsibilities under WHS and the first issue of footwear will be made at the commencement of employment and will be replaced on a fair wear and tear basis.

Winter Clothing – Employees will be provided with a wet weather jacket, windcheater or other suitable overcoat which will be replaced on a fair wear and tear basis.

3.10 WORK HEALTH AND SAFETY

All employees of the Council shall be assured of a safe working environment at all times.

The Council and the employees shall fully co-operate to achieve high standards of Work Health and Safety with the workplace.

The parties recognise that safety education and safety programs shall be fundamental in achieving this objective.

Any remote work sites, such as the Refuse Depot, MUST have no less than two (2) qualified employees present when any high risk activities are being performed.

3.11 JOURNEY INJURY INSURANCE

Council will provide employees with 24-hour Journey and Injury insurance to cover journeys related to work and private travel. The policy will cover bodily injury to employees whilst engaged in a journey.

The benefits relate only to weekly earnings and are as per the current policy limits as set out in accordance with the scheme rules.

3.12 INCOME PROTECTION INSURANCE

The Council will facilitate personal income protection insurance with Local Government Risk Services in accordance with the scheme rules for all employees.

3.13 NOTICE OF TERMINATION BY AN EMPLOYEE

Any employee, other than a casual employee, desiring to terminate his/her employment shall give to the Council two weeks notice of his/her intention to do so.

Where the express provisions of an employee's employment provides for a longer period of notice, such provisions shall apply.

4 SECTION FOUR – HOURS OF WORK AND PAY MATTERS

4.1 DEFAULT ARRANGEMENTS

The default payment method for all staff exceeding 76 hours per fortnight will be Time off In Lieu (TOIL) to the maximum number of hours permitted at Clause 4.2 below.

4.2 TIME OFF IN LIEU (TOIL)

The maximum number of Time Off In Lieu (**TOIL**) hours that may be accrued for an employee is 2 weeks unless prior authorisation is given by the CEO.

TOIL may be accrued to enable employees to utilise in place of other leave entitlements.

Accrued **TOIL** must be applied for in the same manner as annual leave and approval by the Manager will be dependent upon the requirements of the work team and organisation.

4.3 PRE-ARRANGED OVERTIME

When an employee has agreed to work overtime outside of the Ordinary Span of Hours to provide a Council service then the additional time worked shall attract:

- **OVERTIME** attracting a penalty payment of time and a half for time so worked.
- **TIME IN LIEU** at a time for time for hours worked

4.4 CALL OUTS

For the purposes of this agreement, an employee will be deemed to be on a **call out**, as opposed to working **Overtime**, if the employee is required to attend work (without receiving prior notice):

- a) On a day other than their standard day/s of work
- b) After completing their Ordinary Hours of work and after signing off for the day.

An employee who is called in to work as outlined in a) or b) above will be paid for a minimum of **THREE (3)** hours at time and a half.

If whilst on a call out and prior to the employee returning to their home, a further call out is received, the time will be classed as one call out.

For the purpose of this clause, 'attend' means attendance on site or a series of ongoing phone calls and does not include answering an individual phone call of short duration (eg 10 minutes).

4.5 ON CALL ALLOWANCES

An employee receiving a formal instruction from their Supervisor / Manager, to be available for **On Call** duty outside of the employee's ordinary span of hours is to receive an **On Call Allowance** set at:

- \$30.00 per day for Monday – Thursday
- \$50.00 per day for Friday - Sunday

Employees **On Call** and in receipt of the **On Call Allowances** are required to be available to attend a **Call Out** for the entire duration that they are on call within agreed service standards as set by Council for the function required and must remain in a 'state of readiness' (refer definitions of this agreement).

An employee will not be required to be **On Call** whilst on leave however they may nominate to be available for the **On Call Roster**.

Employees required to attend to call outs will receive payment as per clause 4.4 above.

4.6 EXCESS TRAVELLING TIME

On the occasion where the Council requires an employee to start work at a place away from the employee's usual starting place, the additional travel time will be counted as additional hours worked. Therefore, all time reasonably spent reaching and/or returning from the place of work, which is in excess of the time normally spent in travelling between the employee's usual residence and their normal work place will attract a payment in line with the TOIL/Overtime clause in this agreement.

4.7 SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into an employee's preferred Superannuation Scheme.

Council's default Superannuation provider is Statewide Super.

5 SECTION FIVE - LEAVE ENTITLEMENTS

5.1 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 employees Manager. Leave accumulated in a year must be taken at the discretion of the Manager prior to the expiration of the next year.

Leave balances accumulated for more than one year may, with the approval of the Chief Executive Officer, be paid in lieu of time. No leave loading will be paid for this cash payment of leave.

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

5.2 BEREAVEMENT LEAVE

An eligible employee may take paid Bereavement leave when a member of the employee's immediate family dies.

Two days per permissible occasion may be taken in a single unbroken period or two separate periods of one day or as agreed by the employer and the employee.

The employee must give the employer any evidence that the employer reasonably requires of the death.

Accrued leave / TOIL entitlements may be accessed by employees following bereavement leave by mutual agreement.

5.3 LONG SERVICE LEAVE

Long Service Leave (LSL) will accrue as per the Long Service Leave Act 1987.

5.4 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.

5.5 SICK LEAVE / CARERS LEAVE

Employees (other than casuals) shall be entitled to 76 hours per annum (or pro-rata for part-time employees) 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.

5.6 UNION/HSR TRAINING LEAVE

Employees who have been appointed Union Representatives or Health & Safety Representatives are allowed leave with pay up to a maximum of 5 days per annum to attend relevant Training Courses subject to the following conditions:

- Not less than 4 week's notice is given to the employing council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted. The employee will provide a report on the course at a reasonable time after its completion;
- The Council is able to make adequate staffing arrangements during the period of leave;
- At any one time no more than two employees are on leave pursuant to this clause;

6 INDUSTRIAL MATTERS

6.1 RENEGOTIATION OF AGREEMENT

The parties agree to commence negotiations, on a new agreement, three months prior to the expiry of this Agreement.

7 SECTION SEVEN – CLASSIFICATIONS AND NEGOTIATED INCREASES

7.1 CLASSIFICATION CRITERIA

Employment positions will be based on the Classification Criteria schedule as per the appropriate APPENDIX A, B or C, dependent upon the work area.

Employees Classification Levels / Grades under this agreement will be as assessed and determined by the Council Chief Executive Officer.

Each of the Classification Levels / Grades will have increment steps to reflect experience, recognise performance milestones or relevant qualifications.

The Council will ensure an annual process is in place to review the employee's current incremental step in order to achieve a properly considered, fully informed and fair outcome for all parties.

7.2 ANNUAL PERCENTAGE INCREASES

For the 12 month period beginning 1st November 2019 an increase in the hourly base rate of pay applicable to each Classification Level / Grade equal to **2.5%**.

A further increase, payable on the 1st November 2020 and 1st November 2021 respectively in the hourly base rate of pay applicable to each Classification Level / Grade shall be equal to **2.5%**.

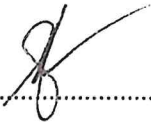
7.3 NO FURTHER CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by any party.

*District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022*

8 SECTION EIGHT - SIGNATURES OF THE PARTIES

Signed for and on behalf of: **The District Council of Franklin Harbour**

Signed: 

Shane Gill (Chief Executive Officer) *For the Employees of the District Council of Franklin Harbour*

Signature: 

Name: **Darren Zechner**

Signature: 

Name: **Bernadette Clelland**

Signature: 


Name: **Brenton Heath**

Signature: 

Name: **Michelle Stening**

Signature: 


Name: **Walter Bessant**

Signature: 

Name: **Stacey Franklin**

Signature: 

Name: **Robert Inglis**

Signature: 


Name: **Rebecca Arnold**

Signature: 

Name: **Christopher Tracey Inglis**

Signature: 

Name: **Perry Cornish**


Signature: 

Name: **Rodney Panter**

District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022

Signature: .....

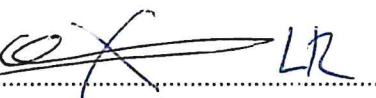
Name: **Trevor Waterfield**

Signature: .....


Name: **Michael Roberts**

Signature: .....


Name: **Luke Ramsey**

Signature: .....


Name: **Wayne Hatton**

Signature: .....

Name: **Kalari McKeown**

Signature: .....

Name: **Carolyn Waterfield**

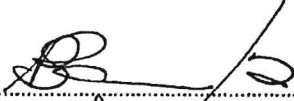
Signature: .....

Name: **Margaret Hanson**

*District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022*

For and on behalf of the Amalgamated AWU (SA) State Union

Nominee Name: PETER LANIPS

Signature: 

Position: STATE UNION SECRETARY

Witness signature: 

On this 1ST day of MAY 2020

For and on behalf of the Australian Services Union

Nominee Name: Abbie Spencer

Signature: 

Position: Secretary, SA + NT Branch

Witness signature: 

On this 4th day of May 2020

District Council of Franklin Harbour
Enterprise Bargaining Agreement 2019 - 2022

APPENDIX A – GENERAL OFFICE (INSIDE STAFF) SCHEDULE OF WAGES AND CLASSIFICATIONS

Classification		Current Annual Salary	Pay Period Commencing 1st November 2019	Pay Period commencing 1st November 2020	pay period commencing 1st November 2021
Level	Increment		2.5%	2.5%	2.5%
1	1	\$ 48,766	\$ 49,985	\$ 51,235	\$ 52,516
	2	\$ 49,938	\$ 51,186	\$ 52,466	\$ 53,778
	3	\$ 51,575	\$ 52,864	\$ 54,186	\$ 55,541
	4	\$ 53,328	\$ 54,661	\$ 56,028	\$ 57,428
	5	\$ 55,083	\$ 56,460	\$ 57,872	\$ 59,318
	6	\$ 56,834	\$ 58,255	\$ 59,711	\$ 61,204
2	1	\$ 58,612	\$ 60,077	\$ 61,579	\$ 63,119
	2	\$ 60,367	\$ 61,876	\$ 63,423	\$ 65,009
	3	\$ 62,121	\$ 63,674	\$ 65,266	\$ 66,898
	4	\$ 63,877	\$ 65,474	\$ 67,111	\$ 68,789
3	1	\$ 65,629	\$ 67,270	\$ 68,951	\$ 70,675
	2	\$ 67,385	\$ 69,070	\$ 70,796	\$ 72,566
	3	\$ 69,140	\$ 70,869	\$ 72,640	\$ 74,456
	4	\$ 70,889	\$ 72,661	\$ 74,478	\$ 76,340
4	1	\$ 72,645	\$ 74,461	\$ 76,323	\$ 78,231
	2	\$ 74,397	\$ 76,257	\$ 78,163	\$ 80,117
	3	\$ 76,152	\$ 78,056	\$ 80,007	\$ 82,007
	4	\$ 77,909	\$ 79,857	\$ 81,853	\$ 83,899
5	1	\$ 79,659	\$ 81,650	\$ 83,692	\$ 85,784
	2	\$ 81,412	\$ 83,447	\$ 85,533	\$ 87,672
	3	\$ 83,171	\$ 85,250	\$ 87,382	\$ 89,566
6	1	\$ 86,090	\$ 88,242	\$ 90,448	\$ 92,710
	2	\$ 89,012	\$ 91,237	\$ 93,518	\$ 95,856
	3	\$ 91,393	\$ 93,678	\$ 96,020	\$ 98,420
7	1	\$ 94,860	\$ 97,232	\$ 99,662	\$ 102,154
	2	\$ 97,784	\$ 100,229	\$ 102,734	\$ 105,303
	3	\$ 100,710	\$ 103,228	\$ 105,808	\$ 108,454
8	1	\$ 104,213	\$ 106,818	\$ 109,489	\$ 112,226
	2	\$ 107,722	\$ 110,415	\$ 113,175	\$ 116,005
	3	\$ 111,229	\$ 114,010	\$ 116,860	\$ 119,781

APPENDIX B – SENIOR OFFICER (INSIDE STAFF) SCHEDULE OF WAGES AND CLASSIFICATIONS

Classification		Current Annual Salary	Pay Period Commencing 1st November 2019	Pay Period commencing 1st November 2020	Pay period commencing 1st November 2021
Level	Increment		2.5%	2.5%	2.5%
1	1	86088	\$ 88,240	\$ 90,446	\$ 92,707
	2	89013	\$ 91,238	\$ 93,519	\$ 95,857
	3	91939	\$ 94,237	\$ 96,593	\$ 99,008
2	1	94860	\$ 97,232	\$ 99,662	\$ 102,154
	2	97783	\$ 100,228	\$ 102,733	\$ 105,302
	3	100707	\$ 103,225	\$ 105,805	\$ 108,450
3	1	104216	\$ 106,821	\$ 109,492	\$ 112,229
	2	107723	\$ 110,416	\$ 113,176	\$ 116,006
	3	111228	\$ 114,009	\$ 116,859	\$ 119,780
4	1	114838	\$ 117,709	\$ 120,652	\$ 123,668
	2	119399	\$ 122,384	\$ 125,444	\$ 128,580
5	1	125103	\$ 128,231	\$ 131,436	\$ 134,722
	2	129664	\$ 132,906	\$ 136,228	\$ 139,634
6	1	135369	\$ 138,753	\$ 142,222	\$ 145,778
	2	139932	\$ 143,430	\$ 147,016	\$ 150,691
7	1	145636	\$ 149,277	\$ 153,009	\$ 156,834
	2	152482	\$ 156,294	\$ 160,201	\$ 164,206
8	1	161605	\$ 165,645	\$ 169,786	\$ 174,031
	2	170734	\$ 175,002	\$ 179,377	\$ 183,862
9		184423	\$ 189,034	\$ 193,759	\$ 198,603
10		207237	\$ 212,418	\$ 217,728	\$ 223,172

APPENDIX C – OUTSIDE STAFF SCHEDULE OF WAGES AND CLASSIFICATIONS

Classification	Current Weekly Base Rate	Pay Period Commencing 1st November 2019 2.5%	Pay Period commencing 1st November 2020 2.5%	pay period commencing 1st November 2021 2.5%
Classification Year 1				
Grade 1	\$ 952.56	\$ 976.37	\$ 1,000.78	\$ 1,025.80
Grade 2	\$ 979.07	\$ 1,003.55	\$ 1,028.64	\$ 1,054.35
Grade 3	\$ 1,006.25	\$ 1,031.41	\$ 1,057.19	\$ 1,083.62
Grade 4	\$ 1,039.09	\$ 1,065.07	\$ 1,091.69	\$ 1,118.99
Grade 5	\$ 1,064.50	\$ 1,091.11	\$ 1,118.39	\$ 1,146.35
Grade 6	\$ 1,083.81	\$ 1,110.91	\$ 1,138.68	\$ 1,167.14
Grade 7	\$ 1,102.82	\$ 1,130.39	\$ 1,158.65	\$ 1,187.62
Grade 8	\$ 1,120.51	\$ 1,148.52	\$ 1,177.24	\$ 1,206.67
Classification Year 2				
Grade 1	\$ 964.72	\$ 988.84	\$ 1,013.56	\$ 1,038.90
Grade 2	\$ 991.20	\$ 1,015.98	\$ 1,041.38	\$ 1,067.41
Grade 3	\$ 1,018.40	\$ 1,043.86	\$ 1,069.96	\$ 1,096.71
Grade 4	\$ 1,051.24	\$ 1,077.52	\$ 1,104.46	\$ 1,132.07
Grade 5	\$ 1,072.51	\$ 1,099.32	\$ 1,126.81	\$ 1,154.98
Grade 6	\$ 1,095.94	\$ 1,123.34	\$ 1,151.42	\$ 1,180.21
Grade 7	\$ 1,114.99	\$ 1,142.86	\$ 1,171.44	\$ 1,200.72
Grade 8	\$ 1,132.65	\$ 1,160.97	\$ 1,189.99	\$ 1,219.74
Classification Year 3				
Grade 1	\$ 946.71	\$ 970.38	\$ 994.64	\$ 1,019.50
Grade 2	\$ 998.58	\$ 1,023.54	\$ 1,049.13	\$ 1,075.36
Grade 3	\$ 1,030.41	\$ 1,056.17	\$ 1,082.57	\$ 1,109.64
Grade 4	\$ 1,063.25	\$ 1,089.83	\$ 1,117.08	\$ 1,145.00
Grade 5	\$ 1,088.63	\$ 1,115.85	\$ 1,143.74	\$ 1,172.34
Grade 6	\$ 1,107.94	\$ 1,135.64	\$ 1,164.03	\$ 1,193.13
Grade 7	\$ 1,127.00	\$ 1,155.18	\$ 1,184.05	\$ 1,213.66
Grade 8	\$ 1,144.66	\$ 1,173.28	\$ 1,202.61	\$ 1,232.67
Classification Supervisor				
Level 7	\$ 1,183.35	\$ 1,212.93	\$ 1,243.26	\$ 1,274.34
Level 8	\$ 1,201.89	\$ 1,231.94	\$ 1,262.74	\$ 1,294.30