

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-02486

Applicant District Council of Karoonda East Murray,

Orders - Approval of Enterprise Agreement District Council of Karoonda East Murray Enterprise Agreement No. 11 of 2021

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 1 July 2021 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, appearing to read 'P McMahon', is written over a light blue rectangular background.

Commissioner McMahon

17 Aug 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



District Council of Karoonda East Murray Enterprise Agreement No. 11 of 2021

CLAUSE 1 TITLE

This Agreement shall be referred to as the District Council of Karoonda East Murray Enterprise Agreement No. 11 of 2021.

CLAUSE 2 ARRANGEMENT

Clause No	Clause
1	Title
2	Arrangement
3	Definitions
4	Application
5	Period of Operation
6	Relationship to Award
7	Joint Bargaining Team
8	Objectives of the Agreement
9	Work Conditions
10	Uniform
11	Wage Increases
12	Dispute Settlement
13	Long Service Leave
14	Security of Employment
15	Personal/Emergency/Carer's Leave
16	Superannuation
17	Classification Review
18	Training and Career Development
19	Journey Insurance
20	Signatories
Schedule 1	Schedule of Wage Rates (Administration Staff)

CLAUSE 3 DEFINITIONS

Administration staff	<i>means employees employed pursuant to the South Australian Municipal Salaried Officers Award</i>
Council	<i>means District Council of Karoonda East Murray</i>
Relevant Award	<i>means the Award that employees applies to an employee and provides for their terms and conditions of employment</i>
Immediate family	<i>means (i) a spouse (including a former spouse or partner) of the employee. A partner, in relation to a person, means a person who lives with the first mentioned person on a domestic basis although not legally married to that person; and (ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or partner of the employee.</i>

CLAUSE 4 APPLICATION

This Agreement shall apply to the District Council of Karoonda East Murray (the employer) and all administration staff employed pursuant to the South Australian Municipal Salaried Officers Award and classified under the General Officers Stream.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence from the 1 July 2021 and expire on 30 June 2024. Negotiations will commence for another Agreement during the final six months of the Agreement.

CLAUSE 6 RELATIONSHIP TO AWARD

This Agreement shall incorporate the terms and conditions of the relevant Award, i.e.

- a) the South Australian Municipal Salaried Officers Award Employees award as it applies to administration employees

provided that where there is any inconsistency with the relevant Award, this agreement shall take precedence.

CLAUSE 7 JOINT BARGAINING TEAM

The Joint Bargaining Team shall consist of two representatives comprising of at least the following:

At least one employee representative elected by administration employees and at least one employer representative being the Chief Executive Officer of the District Council of Karoonda East Murray.

CLAUSE 8 OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to:

- (a) achieve high levels of productivity through building and retaining a skilled, motivated and reliable work force with high morale and job security through:

- an ongoing commitment by Council to provide work and job security;
- flexible working hours;
- providing opportunities for training and advancement on the basis of merit and skill;
- providing wage increases for employees in exchange for productivity improvements;
- providing a safe working environment and employee facilities;
- developing a workplace philosophy that appreciates the mutual dependence of the Council and the workforce, that workers job security depends on Council productivity and that productivity in Local Government is related to maintaining services for the community.

- (b) achieve and maintain an ongoing focus on and commitment to quality and continuous improvements in work practices and providing high levels of customer service by:

- striving at all times to increase productivity and efficiency through the best use of Council's available resources;
- doing all that is practical and reasonable to enhance, improve and sustain the image of the District Council of Karoonda East Murray.

CLAUSE 9 WORK CONDITIONS

9.1 The following work conditions shall apply to administration staff.

9.1.1 Flexible Hours

Flexible hours and nine day fortnights that currently apply to full time administration staff shall continue to apply in accordance with the provisions of the Award.

9.1.2 Time Off In Lieu (TOIL)

Via agreement between the employee and the employer, employees (including part time) employees may bank additional time worked (above their ordinary hours) as TOIL. Any TOIL will require the approval of the employees line manager before accrual.

Employees may accrue a maximum of 23 hours TOIL at any one time. Balances in excess of 23 hours will only be approved by the CEO or Deputy CEO where the employee has committed to taking TOIL to reduce the balance.

9.1.3 Compulsory Shutdown

Further to clause 9.1.2, and for the purposes of accommodating any Council endorsed shutdown that may occur in December and January of each year, generally coinciding with the Christmas period, employees may via mutual agreement with the employer, bank a further 15.2 hours of TOIL to use during this period, provided that:

- the employee does not already have sufficient TOIL to cover their ordinary work hours during the break;
- and the additional accumulation of TOIL is to be used specifically to cover any ordinary hours that would otherwise have been worked during the compulsory shutdown.

CLAUSE 10 UNIFORM

Council will continue to provide a uniform allowance throughout the life of this agreement in accordance with its uniform policy, noting that additional an allowance (amount to be determined) will be provided in the event that Council significantly changes uniform requirements resulting in additional one-off expenses to employees.

CLAUSE 11 WAGE INCREASES

11.1 The following wage increases shall apply to all employees covered by this Agreement:

- 11.1.1 The first increase shall be paid at the rate of 2.25% to the existing wage rate of each employee on 1 July 2021 or the Adelaide CPI increase (March quarter), whichever is the greater.
- 11.1.2. Further wage increases of 2.25% shall apply from the 1 July of 2022 or the Adelaide CPI increase (March quarter), whichever is the greater.
- 11.1.3. Further wage increases of 2.25% shall apply from the 1 July of 2023 or the Adelaide CPI increase (March quarter), whichever is the greater.

CLAUSE 12 DISPUTE SETTLEMENT

- 12.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work or the application of this Agreement the following procedure shall be observed:
1. Employees(s) shall in the first instance seek to resolve any disputes with the relevant Manager.
 2. Conversely a Manager should seek to resolve any disputes with the relevant employee(s), as appropriate.
 3. If the matter remains unresolved then assistance should be sought from the Chief Executive Officer and the appropriate workplace representative who may involve a Union official.
 4. If the issues remain unresolved either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and, where necessary, arbitration. Both parties shall endeavour to have the hearing heard as early as possible.
- 12.2 While these dispute procedures are being followed, work shall continue normally except in a bona fide situation where a physical safety of an employee is endangered.
- 12.3 The rights of any person involved in a dispute or the terms of settlement of such dispute shall not be affected by or prejudiced by the fact that normal work has continued without interruption.
- 12.4 None of the above procedures precludes an employee from contacting their Workplace Representative or Union Official at any time.

CLAUSE 13 LONG SERVICE LEAVE

The parties recognise that it is not cost effective to allow long service leave to accumulate and the taking of long service leave provides greater flexibility.

- 13.1 Subject to approval by the Chief Executive Officer, employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service.
- 13.2 A minimum of one day's long service may be taken provided that the day will be calculated on the basis of hours normally worked.

CLAUSE 14 SECURITY OF EMPLOYMENT

As part of Council's commitment to the intentions of this Agreement, the District Council of Karoonda East Murray gives the following undertaking to the employees.

- 14.1 For the life of this Agreement the above commitment shall result in the existing manning levels of the workforce, except for natural attrition and there will be no forced redundancies for the life of the Agreement.
- 14.2 In recognition of workplace or organisational changes occurring at the District Council of Karoonda East Murray, including technological change, amalgamation or resource sharing, the following arrangements shall apply in respect of employment security
- 14.3 Natural attrition, voluntary redundancies and redeployment will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.
- 14.4 Where positions are not substantially changed in duties and/or award classifications, every effort will be made to appoint the incumbent employee unless they are clearly lacking the essential skills and could not reasonably be expected to acquire those skills through appropriate training within a reasonable timeframe.

- 14.5 Training will be made available to assist in redeployment or appointment to a changed position.

CLAUSE 15 PERSONAL/EMERGENCY/CARERS LEAVE

15.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates.

In order to achieve these goals the following arrangements shall apply:

- (a) Sick Leave may be used for Personal/Emergency Leave purposes for up to 38 hours per year for employees who require time away from work to attend to personal emergency needs for their immediate family, as defined herein in.
- (b) Where possible employees will be required to give prior notice of the absence for Personal/Emergency Leave to enable the relevant supervisor to take necessary adjustments to work schedules.

15.2 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding one day, or single days taken together with a public holiday, flexi day or TOIL day, or where either days preceding or following a weekend are taken off duty, satisfactory medical evidence may be requested by the employer. A statutory declaration will be accepted as an alternative.

15.3 All employees may access their sick leave for the purposes of Carers leave to take care of a family member, as defined herein, in accordance with the terms and conditions in the Family Leave clause provided for in the South Australian Municipal Salaried Officers Award.

CLAUSE 16 SUPERANNUATION

- 16.1 The Local Government Superannuation Fund (Local Super) shall remain the Employer's choice of fund.
- 16.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 16.3 Where an Employee does not make a choice of fund, Local Super shall be the Employer's nominated fund.
- 16.4 Salary sacrificing to Superannuation shall be available to all Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund at any time during the life of this Agreement.
- 16.5 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.

CLAUSE 17 CLASSIFICATION REVIEW

An employee may request in writing a review of their classification. The employee shall provide evidence of the changes to their role that supports the review.

CLAUSE 18 TRAINING & CAREER DEVELOPMENT

The Employer shall encourage employees to participate in training and competency development.

An Employer shall consider an Employee's request in writing to participate in training related to the local government industry which may include horticulture or civil construction and maintenance certificate qualifications.

The Employer shall reimburse the Employee for any expenses incurred by an Employee as a result of their attendance at authorised training and development activities or events.

CLAUSE 19 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 20 SIGNATORIES

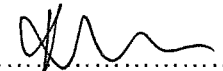
THIS AGREEMENT is made at the District Council of Karoonda East Murray

DATED this 1st day of June 2021

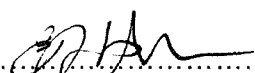
 01/06/2021

MARTIN MURRAY BORGAS
Chief Executive Officer


In the presence of: KATRINA FROMM


 01/06/2021
Witness


SIGNED BY THE ADMINISTRATION EMPLOYEES

 01/06/2021
EMPLOYEE (Emily Arbon)

 01/06/2021
EMPLOYEE (Sarah Boughen)

 01/06/2021
EMPLOYEE (Marie Hoare)

 01/06/2021
EMPLOYEE (Jen Arnold)

 01/06/2021
EMPLOYEE (Tamikha Ross)

In presence of: KATRINA FROMM

 01/06/2021

AWU

	Current			1/07/2021			1/07/2022			1/07/2023		
	30/06/2021	Hourly	Hourly	Hourly	Hourly	Hourly	1/07/2022	Hourly	Hourly	1/07/2023	Hourly	Hourly
Grade 1/1	52,502	26.5700	53,684	27.1679	54,892	27.7791	54,892	27.7791	56,127	28.4042	57,388	29.0426
Grade 1/2	53,096	26.8706	54,291	27.4752	55,512	28.0933	55,512	28.0933	56,761	28.7254	57,388	29.0426
Grade 1/3	53,682	27.1672	54,890	27.7785	56,125	28.4035	56,125	28.4035	57,388	29.0426	57,388	29.0426
Grade 2/1	54,301	27.4802	55,523	28.0985	56,772	28.7307	56,772	28.7307	58,049	29.3772	58,049	29.3772
Grade 2/2	54,895	27.7807	56,130	28.4058	57,393	29.0449	57,393	29.0449	58,684	29.6984	58,684	29.6984
Grade 2/3	55,480	28.0771	56,729	28.7089	58,005	29.3548	58,005	29.3548	59,310	30.0153	59,310	30.0153
Grade 3/1	56,141	28.4117	57,405	29.0509	58,696	29.7046	58,696	29.7046	60,017	30.3729	60,017	30.3729
Grade 3/2	56,736	28.7125	58,012	29.3585	59,318	30.0191	59,318	30.0191	60,652	30.6945	60,652	30.6945
Grade 3/3	57,322	29.0089	58,611	29.6616	59,930	30.3289	59,930	30.3289	61,278	31.0113	61,278	31.0113
Grade 4/1	58,362	29.5356	59,675	30.2001	61,018	30.8796	61,018	30.8796	62,391	31.5744	62,391	31.5744
Grade 4/2	58,956	29.8361	60,283	30.5074	61,639	31.1938	61,639	31.1938	63,026	31.8957	63,026	31.8957
Grade 4/3	59,542	30.1328	60,882	30.8107	62,252	31.5040	62,252	31.5040	63,653	32.2128	63,653	32.2128
Grade 5/1	60,098	30.4139	61,450	31.0982	62,833	31.7980	62,833	31.7980	64,247	32.5134	64,247	32.5134
Grade 5/2	60,691	30.7142	62,057	31.4053	63,453	32.1119	63,453	32.1119	64,881	32.8344	64,881	32.8344
Grade 5/3	61,278	31.0111	62,657	31.7089	64,067	32.4223	64,067	32.4223	65,508	33.1518	65,508	33.1518
Grade 6/1	61,400	31.0728	62,781	31.7719	64,194	32.4868	64,194	32.4868	65,638	33.2177	65,638	33.2177
Grade 6/2	61,994	31.3733	63,389	32.0792	64,815	32.8010	64,815	32.8010	66,273	33.5390	66,273	33.5390
Grade 6/3	62,580	31.6700	63,988	32.3826	65,428	33.1112	65,428	33.1112	66,900	33.8562	66,900	33.8562
Grade 7/1	62,700	31.7305	64,110	32.4445	65,553	33.1745	65,553	33.1745	67,028	33.9209	67,028	33.9209
Grade 7/2	63,294	32.0313	64,718	32.7520	66,174	33.4890	66,174	33.4890	67,663	34.2425	67,663	34.2425
Grade 7/3	63,880	32.3280	65,317	33.0554	66,787	33.7991	66,787	33.7991	68,290	34.5596	68,290	34.5596
Grade 8/1	63,895	32.3355	65,333	33.0630	66,803	33.8069	66,803	33.8069	68,306	34.5676	68,306	34.5676
Grade 8/2	64,489	32.6360	65,940	33.3703	67,423	34.1211	67,423	34.1211	68,940	34.8889	68,940	34.8889
Grade 8/3	65,075	32.9327	66,539	33.6737	68,036	34.4313	68,036	34.4313	69,567	35.2060	69,567	35.2060

Schedule 2.1—Notice of employee representational rights

(regulation 2.05)

Fair Work Act 2009, subsection 174(1A)

The District Council of Karoonda East Murray gives notice that it is bargaining in relation to an enterprise agreement (*SAMSOA 11 of 2021*) which is proposed to cover employees that are employed under the current enterprise agreement - SAMSOA 10 of 2018.

What is an enterprise agreement?

An enterprise agreement is an agreement between an employer and its employees that will be covered by the agreement that sets the wages and conditions of those employees for a period of up to 4 years. To come into operation, the agreement must be supported by a majority of the employees who cast a vote to approve the agreement and it must be approved by an independent authority, Fair Work Commission.

If you are an employee who would be covered by the proposed agreement:

You have the right to appoint a bargaining representative to represent you in bargaining for the agreement or in a matter before Fair Work Commission about bargaining for the agreement.

You can do this by notifying the person in writing that you appoint that person as your bargaining representative. You can also appoint yourself as a bargaining representative. In either case you must give a copy of the appointment to your employer.

If you are a member of a union that is entitled to represent your industrial interests in relation to the work to be performed under the agreement, your union will be your bargaining representative for the agreement unless you appoint another person as your representative or you revoke the union's status as your representative.

Questions?

If you have any questions about this notice or about enterprise bargaining, please speak to your employer or bargaining representative, or contact the Fair Work Ombudsman or the Fair Work Commission.

Martin Borgas

From: Martin Borgas
Sent: Tuesday, 30 March 2021 12:41 PM
To: Marie Hoare; Tamikha Ross; Jen Arnold; Sarah Boughen; Emily Arbon; Tammy O'Malley
Cc: Katrina Fromm
Subject: Notice of Meeting

Importance: High

Tracking:	Recipient	Read
	Marie Hoare	
	Tamikha Ross	Read: 30/03/2021 12:59 PM
	Jen Arnold	Read: 30/03/2021 12:52 PM
	Sarah Boughen	Read: 30/03/2021 12:50 PM
	Emily Arbon	Read: 30/03/2021 1:06 PM
	Tammy O'Malley	Read: 30/03/2021 1:09 PM
	Katrina Fromm	Read: 30/03/2021 12:41 PM

Good Afternoon All,

This is formal notification of intent to hold the first EB meeting in relation to the formulation of Agreement 11 of 2021 on 21 April 2021 at 9.30am in the Council Chambers.

Please consider any requests or applications that you may like to discuss prior to this meeting.

Please see me if you have any questions.

Regards

Martin

An agenda will follow
Martin Borgas | Chief Executive Officer



District Council of Karoonda East Murray

11 Railway Terrace, Karoonda
PO Box 58, Karoonda SA 5307

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Martin Borgas

From: Martin Borgas
Sent: Tuesday, 4 May 2021 5:12 PM
To: Jen Arnold; Emily Arbon; Tamikha Ross; Marie Hoare; Sarah Boughen
Cc: Katrina Fromm
Subject: EB meeting

Importance: High

Good morning all,

Can we please aim for our second EB meeting tomorrow at 10? I realise this is a pay week but hopefully we can keep things moving.

Thanks

☐ Martin

Martin Borgas | Chief Executive Officer



District Council of Karoonda East Murray

11 Railway Terrace, Karoonda
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Martin Borgas

From: Martin Borgas
Sent: Tuesday, 11 May 2021 12:40 PM
To: Jen Arnold; Tamikha Ross; Emily Arbon; Marie Hoare; Sarah Boughen
Subject: ASU Enterprise Agreement DCKEM 2021 DRAFT
Attachments: ASU Enterprise Agreement DCKEM 2021 DRAFT.doc

Good morning all,

Thanks for your willingness to meet and resolve the soon to expire EB Agreement.

Please see attached to this email a draft reflecting the amendments as discussed –

- 2.25% increase (or CPI) over a three year agreement
- Clarity around the TOIL clause (highlighted in yellow)

It is my intention for our next meeting to be in approximately 10 days time to conduct a vote and hopefully execution of this agreement.

Please do not hesitate to contact me should you have any questions,

Martin

Martin Borgas

Subject: EB Inside Voting
Location: chambers

Start: Wed 26/05/2021 10:00 AM
End: Wed 26/05/2021 10:30 AM
Show Time As: Tentative

Recurrence: (none)

Meeting Status: Not yet responded

Organizer: Martin Borgas
Required Attendees: Emily Arbon; Sarah Boughen; Marie Hoare; Jen Arnold; Tamikha Ross