

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-04235

**Applicant** District Council of Karoonda East Murray, Amalgamated Australian Workers Union South Australia Branch

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement District Council of Karoonda East Murray AWU 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 16 September 2021 and have a nominal life extending until 30 June 2024.

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

**Commissioner Cairney**

**16 Sep 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





## CLAUSE 1 TITLE

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

## CLAUSE 2 ARRANGEMENT

Clause No	Clause
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2	Arrangement
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8	Objectives of the Agreement
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Appendix 1	Schedule of Wage Rates (Field Staff)

## CLAUSE 3 DEFINITIONS

<b>Field staff</b>	<i>means employees employed pursuant to the Local Government Employees Award</i>
<b>Council</b>	<i>means District Council of Karoonda East Murray</i>
<b>Relevant Award</b>	<i>means the Local Government Employees Award</i>
<b>Immediate family</b>	<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) the Amalgamated Australian Workers Union South Australian Branch (the Union) in respect of its members, and employees of Council who are engaged in work covered by the Local Government Employees Award (the Employees).

## **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 be read in conjunction with the Local Government Employees Award and to the extent that any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail.

## **CLAUSE 7 CONSULTATION**

For the purposes of enterprise bargaining, the joint bargaining team shall consist of up to four representatives comprising at a minimum of the following:

- 1 employee representative elected by field staff; and
- 1 employer representative being the Chief Executive Officer of the District Council of Karoonda East Murray.

An AWU SA Branch representative and an independent employer representative may attend enterprise bargaining meetings where requested.

The role of the enterprise bargaining committee during the bargaining period is to accurately represent the views of those they represent in the negotiation process in accordance with best endeavours bargaining.

A workplace consultative committee will be formed within the first 60 days of the execution of this agreement and will comprise of the following;

- 2 employees elected by field staff; and
- 2 employees elected by administration staff; and
- 2 employer representatives being the Chief Executive Officer of the District Council of Karoonda East Murray and one senior manager.

This committee will meet not less than four times a year for the purposes of:

- Providing a forum for information flow between the employer and employees and vice versa;
- To hear and acknowledge reports and ideas generated by employees and the employer on a range of issues.

A quorum will be regarded as 50% of the employee membership plus 1.

The employer will:

- Give prompt and reasonable consideration to matters raised by employees about any major changes;

- Facilitate the exchange of information in relation to any major changes in production, program, organisation in relation to the enterprise of the employer;

For the purposes of the consultative committee a major change includes;

- Introducing a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees.

After consulting with employees and taking into consideration all points, issues and concerns raised, the employer will determine the most appropriate course of action in the interests of the organisation and employees.

## **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 full time field staff employees employed under this agreement.

### **9.1.1 Flexible Hours**

#### **Eight Day Fortnight**

That employees shall work an 8 day fortnight (being 76 hours a fortnight and based on a 38 hour week) with the span of hours to be operated between 6.30am to 6.30pm (Monday to Friday) with flexibility for both parties.

Rostered days off are to be taken on Mondays or Fridays, so long as there is one works employee scheduled to work on any given weekday enabling Council to provide a service to the community five days per week (excluding Public Holidays).

Where a Public Holiday falls on a scheduled rostered day off, the rostered day off will be taken the following normal working day or by mutual agreement.

The normal hours of work, of taking of the rostered day off, may be changed by mutual agreement of the employees(s) and the employer.

Where the employer requests employee(s) to work other than their normal working hours, such requests shall not be reasonably refused.

This Agreement allows for up to 48 additional hours to be worked over a four week cycle, to a maximum of 152 hours per annum. Additional hours worked shall be credited as 'time off in lieu' (TOIL) at the ordinary rate of pay.

Any work performed in excess of 48 additional hours per 4 week cycle and 152 hours per annum shall be paid at time and a half (1.5) or may be taken as TOIL.

The employer shall provide a record of individual TOIL and Long Service Leave balances attached to the employees' fortnightly pay slips.

Employees will endeavour to clear their TOIL banks before 30 June in each year at a mutually convenient time for the employee and employer. Accumulated time in lieu will be "cashed out" by the employer and paid as remuneration where no alternative arrangements for time off in lieu of payment has been negotiated.

Employees may carry over a maximum of 28.5 hours to the next financial year.

Through mutual agreement between the employee and the employer this flexible hours arrangement can be extended to include weekends, public holidays and scheduled rostered days off.

#### *9.1.2 Deployment of Employees*

Deployment of employees will be by mutual agreement between the employer and the employee concerned with full consideration given to the seasonal and/or organisation needs of the District Council of Karoonda East Murray.

#### *9.1.3 Recall/Callouts*

Employees authorised to be recalled to work by the Works Supervisor or CEO will be paid a minimum of one hour for actual time worked at ordinary time provided this recall is within the additional 48 hours outlined in Clause 9.1.1 herein. Time worked includes travel time to and from the worksite for employees not residing in Karoonda.

Where employees are required to use their private vehicle to attend callouts, they will be paid a motor vehicle allowance in accordance with Clause 10.2 herein where the kilometres travelled one way exceeds 10 kilometres from place of residence to the Council Depot at Karoonda.

#### *9.1.4 Emergency Attendances*

The following provisions shall apply to field staff employees who attend emergency situations such as fire outbreaks, floods or other community emergency.

- (a) Where employees are requested by Council to work in emergency situations shall be paid for the time worked at the applicable rate of pay in accordance with the hours provisions herein.
- (b) Where employees volunteer to work on fire emergency during normal working hours, payment of wages will be made at ordinary rate during a normal work day and the ordinary span of hours.
- (c) Where an employee elects to attend emergencies as a volunteer outside of normal working hours and not at Council request then Council is not responsible for any wage reimbursement.

## **CLAUSE 10 SPECIAL RATES AND ALLOWANCES**

10.1 Work related allowances applying to field staff as listed in Schedule 4 of the Award shall be absorbed into the wages rates, with the exception of First Aid, Toxic Substances and Expense Related Allowances as listed in Schedule 5 of the Award.

10.2 Where a field staff employee is authorised to use their private motor vehicle for work purposes, a motor vehicle allowance per kilometre travelled shall be paid equal to the relevant allowance provided for in the Local Government Employees Award.

10.3 Where a field staff employee is required to work overtime in excess of 11 hours on any day shall be provided with a meal by the employer or paid a meal allowance of \$21 per meal, commencing on 1 July 2021 and adjusted on 1 July each year by \$1.00.

## **CLAUSE 11 WAGE INCREASES**

- 11.1 The following wage increases shall apply to the classified wage rates applying to all field staff as per Schedule 1 (attached):
  - 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 2023 or the Adelaide CPI increase (March quarter), whichever is the greater.
- 11.2 Wage rates for the first increase include the base rate, service increments and disabilities allowance.

## **CLAUSE 12 DISPUTE SETTLEMENT**

As part of the dispute resolution process, the parties will use their best endeavours to resolve matters promptly. Any timeframes indicated in the following stages are a guide only and while every effort will be made to meet the timeframe, they do not bind the parties.

- 12.1 The employee will contact his or her Supervisor and attempt to settle the matter at that level, or the Supervisor will contact the employee (or employee representative as appropriate) to seek to resolve the dispute. The employee is entitled to engage the relevant representative at this stage. This stage should be completed within 5 working days.
- 12.2 If the matter is not resolved at stage 1, above, or in the event that it is appropriate to do so without commencing stage 1, either party may refer the dispute to the Chief Executive Officer. The employee representative may engage the services of a Union official at this stage. This stage should be completed within 5 working days of the matter being reported to the Chief Executive Officer.
- 12.3 If the Chief Executive Officer is a party to the grievance or dispute, the matter is to be referred to the Principal Member of the Council.
- 12.4 If the matter is not resolved at either stage 1 or stage 2, above, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 12.5 While the above procedure is being followed, work shall continue as normal, except to the extent that the safety of an employee or other person is genuinely endangered if work continued.

- 12.6 None of the above procedures precludes an employee from contacting the employee 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 its 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 Carers Leave clause provided for in the Local Government Employees Award.

## **CLAUSE 16 PURCHASED LEAVE**

Purchase leave will only occur when requested by the employee. A request will not be automatically granted, this will depend on the requirements of Council. There is no right of appeal for denied purchase leave.

- 16.1 Purchase leave is where employees have a period of two weeks unpaid leave which is funded by salary deductions spread evenly over the financial year. This allows employees to continue to receive pay during the period of purchased leave.
- 16.2 Applications for purchased leave must be made by 30 June each year to the CEO or nominee.
- 16.3 Purchased leave can only be taken in whole week blocks.
- 16.4 Purchased leave must be utilised in the financial year in which it is purchased, or it will be paid out at the end of the financial year.
- 16.5 Purchased leave will count as service.
- 16.6 Approval for purchased leave will be determined by the CEO with consultation with the relevant supervisor / manager (if appropriate).
- 16.7 An employee's fortnightly deductions will remain unchanged if they elected to be part of a purchased leave scheme.
- 16.8 Where an employee / employer requests cancellation of the purchased leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.
- 16.9 Where the employee ceases paid employment during the year in which purchased leave has been approved, reconciliation will occur to ensure that all the monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

## **CLAUSE 17 JOURNEY AND INCOME PROTECTION INSURANCE**

- 17.1 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.
- 17.2 The Council will cover the costs associated with the provision of 24 hour personal income protection insurance for any employee subject to this Agreement who elects to opt in to the scheme. An election to be including in this scheme must be made in writing to the Chief Executive Officer. The costs incurred by the Council will be recovered from the employee by means of an automatic payroll deduction from the employee's pay evenly divided over a 12 month period.

- 17.3 Any employee covered by this Agreement may choose to enter into this scheme, however it is not compulsory.
- 17.4 An employee who subsequently chooses to withdraw from the scheme after having previously elected to opt in to it must do so in writing to the Chief Executive Officer.

## **CLAUSE 18 SUPERANNUATION**

- 18.1 The Local Government Superannuation Fund (Statewide Super) shall remain the Employer's choice of fund.
- 18.2 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 18.3 Where an Employee does not make a choice of fund, Statewide Super shall be the Employer's nominated fund.
- 18.4 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.
- 18.5 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 19 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 20 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 21 TRANSITION TO RETIREMENT**

Transition to retirement is an initiative that enables employees and employers to enter into an agreement of no more than 12 months in duration to assist an employee to transition into retirement.

Employees who are within 12 months of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by the employer. Participation is voluntary and must be requested by the employee and is only available to full time employees. Transitional arrangements to retirement will be at the discretion of the Chief Executive Officer.

Upon entering into a transition to retirement agreement, the employee relinquishes rights to ongoing tenure of employment beyond the nominated retirement date.

Full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrued) preserved at the higher amount of hour applicable at the time of the reduction of their hours of work.

An employee participating in a transition to retirement agreement may be eligible to work part-time and access accrued annual leave or long service leave entitlements (provided that where other leave balances are available they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:

- The employee has completed at least five (5) years continuous service with Council;
- The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;
- The employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer;
- The employee does not enter into any other paid employment for another employer (or operate their own business) during the hours for which they are being paid from their accrued leave entitlement;
- The employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation.

Employees may elect to retire earlier than the date originally nominated by the employee.

## **CLAUSE 22 COMPLUSORY SHUTDOWN**

To accommodate any Council endorsed compulsory shutdown that may occur in December and January of each year generally coinciding with the Christmas period, full time employees will be given the option to work three (3) Rostered Days Off (RDO) preceding the shutdown to accumulate TOIL to use during this period, provided that:

- The employee does not already have sufficient TOIL (28.5 hours accrued) to cover the break;
- And the working of the RDOs preceding the shutdown is by mutual agreement, and arranged at least two weeks prior to the first scheduled RDO to be worked.

## **CLAUSE 23 INCLEMENT WEATHER**

The employer will develop an Inclement Weather Policy in consultation with employees within six months of ratification of this agreement.

## **CLAUSE 24 SIGNATORIES**

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

DATED this ..... day of ..... 2021

...../...../2021

.....  
Chief Executive Officer

In the presence of:.....

...../...../2021

Witness

SIGNED FOR AND ON BEHALF OF  
AMALGAMATED AWU (SA) STATE UNION

...../...../2021

(Name)

In presence of:.....

...../...../2021

Witness

**APPENDIX 1****AWU**

	<b>Current</b>		
	<b>30/07/2021</b>	<b>Hourly</b>	<b>1/07/2021</b>
Grade 1/1	<b>52,502</b>	26.5700	<b>53,684</b>
Grade 1/2	<b>53,096</b>	26.8706	<b>54,291</b>
Grade 1/3	<b>53,682</b>	27.1672	<b>54,890</b>
Grade 2/1	<b>54,301</b>	27.4802	<b>55,523</b>
Grade 2/2	<b>54,895</b>	27.7807	<b>56,130</b>
Grade 2/3	<b>55,480</b>	28.0771	<b>56,729</b>
Grade 3/1	<b>56,141</b>	28.4117	<b>57,405</b>
Grade 3/2	<b>56,736</b>	28.7125	<b>58,012</b>
Grade 3/3	<b>57,322</b>	29.0089	<b>58,611</b>
Grade 4/1	<b>58,362</b>	29.5356	<b>59,675</b>
Grade 4/2	<b>58,956</b>	29.8361	<b>60,283</b>