

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
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Case Details

Case number ET-21-02167
Applicant Griff Campbell, Sam Rosser, Regional Council of Goyder

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement REGIONAL COUNCIL OF GOYDER MUNICIPAL OFFICERS ENTERPRISE AGREEMENT No. 3 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 7 June 2021 and have a nominal life extending for a period of 3 years therefrom.

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

Commissioner Cairney

07 Jun 2021

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**REGIONAL COUNCIL OF GOYDER
MUNICIPAL OFFICERS ENTERPRISE AGREEMENT
[No. 3 2021]**

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2 – APPLICATION AND OPERATION OF AGREEMENT

2.1 Definitions

Agreement	means the Regional Council of Goyder Municipal Officers Enterprise Agreement No. 3 2021.
Award	means the <i>South Australian Municipal Salaried Officers Award</i> , as amended from time to time.
CEO	means Chief Executive Officer, being that person appointed by Council under Section 96 of the <i>Local Government Act 1999</i> .
Consultation	involves more than the mere exchange of information. Consultation should be a process which has regard to employees' interests in decision-making on matters which have a direct impact upon them and provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision being made.
Council	means the Regional Council of Goyder.
Domestic Violence	means the violent, threatening or otherwise abusive behaviour by a member of the Immediate Family of an Employee that: (a) seeks to coerce or control the employee; and (b) causes the employee harm or to be fearful.
Employee	means any person employed by the Council who performs work covered by this Agreement and the Award, whether on an ongoing or fixed-term basis.
Employer	means the Regional Council of Goyder.
Immediate Family	includes: <ul style="list-style-type: none">• a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a recognised partner to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and• a child or an adult (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or de facto spouse (as defined) of the employee.
SAET	means the South Australian Employment Tribunal.

Statewide Super means the Statewide Superannuation Pty Ltd ABN 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298.

2.2 Parties Bound

2.2.1 This Agreement will be binding on:

2.2.1.1 the Council; and

2.2.1.2 subject to Clause 2.2.2 of this Agreement, those employees of the Council whose employment is covered by the terms and conditions of the Award.

2.2.2 The CEO will have the entirety of his/her terms and conditions of employment governed by their Fixed Term contract to the exclusion of this Agreement.

2.2.2.1 However, the Fixed Term contract may provide explicitly for some or all of the Clauses arising out of this Agreement to apply to the CEO.

2.3 Period of Operation

2.3.1 This Agreement shall operate from the date of approval by the SAET and remain in place for a period of three (3) years.

2.3.2 A review of the Agreement will be undertaken by the Enterprise Consultative Committee within the first twelve (12) months from the date of approval of the Agreement.

2.3.3 Negotiations for a new Agreement will commence six (6) months prior to the nominal expiry date of this Agreement.

2.3.4 If negotiations for a new Agreement are not finalised prior to the nominal expiry date of this Agreement, existing pay and conditions will continue to be observed by the parties.

2.4 Supersession of Agreements

This Agreement shall supersede, rescind and replace the Regional Council of Goyder Municipal Officers Enterprise Agreement No 2 2018.

2.5 Relationship to Award

This Agreement shall be read in conjunction with the terms of the Award, provided that, where there is an inconsistency between this Agreement and the Award, the terms and conditions of this Agreement shall prevail to the extent of the inconsistency.

2.6 Commitment to Collective Bargaining

The Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose

terms and conditions have traditionally been covered by the Award. The terms and conditions of the Agreement shall apply to new employees as they do to current employees.

3 - AIMS AND OBJECTIVES OF THE AGREEMENT

3.1 Aims of the Agreement

- 3.1.1 To strive to establish the Council as a leader in the South Australian Local Government workplace.
- 3.1.2 To recognise that the economic health of the Council and the wellbeing of all employees depends on a shared commitment to prepare for the future and a more competitive environment.
- 3.1.3 To acknowledge the inherent difficulties for a regional Council to attract and retain high calibre staff, and to provide for terms and conditions of work that will provide the Council with a competitive edge in staff recruitment and retention.
- 3.1.4 To develop and support a flexible workforce and management structure committed to the continued improvement and success of the Council.
- 3.1.5 To develop and encourage a 'Council Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the enterprise and therefore offer to employees a sustainable level of job security.

3.2 Achievement of Objectives

The aims and objectives of this Agreement will be achieved by addressing such matters as:

- 3.2.1 Removing artificial demarcation and unreasonable restrictive working and management practices with a view to furthering an ongoing, harmonious industrial relations environment.
- 3.2.2 Encouraging and developing a higher level of skill, innovation and excellence amongst all employees.
- 3.2.3 Improving flexibility in labour supply, without a reduction in current staff levels.
- 3.2.4 Looking at new ways of improving work practices and reducing wastage and lost time.
- 3.2.5 Developing a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 3.2.6 Promoting high standards of excellence in the delivery of services in all areas of the Council's operations.
- 3.2.7 Reviewing work arrangements and establishing 'performance indicators' by benchmarking to ensure the Council's services are competitive, efficient, and flexible and reflect a high level of productivity.
- 3.2.8 Introducing measures to reduce absenteeism.
- 3.2.9 Adopting practices to improve standards of Work, Health & Safety.

- 3.2.10 Enhancing careers and benefits for employees.
- 3.2.11 Maximising job security for employees.
- 3.2.12 Recognising the contribution of employees in the achievement of the aims and objectives of this Agreement.
- 3.2.13 Ensuring the Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Council.

4 – EMPLOYMENT RELATIONS

4.1 Communication and Consultation

- 4.1.1 The parties recognise the need to maintain mutual trust and understanding to improve Employee/Employer relations throughout the Council.
- 4.1.2 The parties agree on the need to refocus the traditional industrial relations approach to one of Employee relations, where consultation is viewed as essential to any change.
- 4.1.3 The Council recognises the need for Employee commitment to achieve effective improvements in productivity.
- 4.1.4 The Council is committed to ensuring that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.
 - 4.1.4.1 With reference to Clause 4.1.4, employees will be consulted and given the opportunity to provide feedback on the organisation's Business Plans and Strategic Management Plans prior to such documents being presented to Council for consideration and adoption.
- 4.1.5 The Employer reserves the right to make final decisions.
- 4.1.6 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework.

4.2 Enterprise Consultative Committee

- 4.2.1 The Council and its employees are committed to an ongoing consultative framework which will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The mechanism for achieving this will be the Enterprise Consultative Committee (ECC).
- 4.2.2 Membership of the ECC shall comprise:
 - 4.2.2.1 two (2) Employer representatives with equal voting rights, one of whom will act as the Presiding Member;

- 4.2.2.2 two (2) employee representatives, appointed by the employees, with equal voting rights; and
 - 4.2.2.3 any number of external parties, by invitation of the Presiding Member for a specific meeting, on a recommendation from any member of the ECC.
- 4.2.3 The role of the ECC shall be to:
- 4.2.3.1 review and monitor the operation and implementation of the Agreement;
 - 4.2.3.2 assist in the resolution of concerns and/or disputes arising from the application of the Agreement. In the event of a dispute occurring during a period of consultation, the matter will be resolved in accordance with the Dispute Resolution Procedure set out at Clause 4.3 of this Agreement;
 - 4.2.3.3 consider reports and ideas generated by employees and the Employer representatives on a range of issues and provide a forum for a two-way information flow between the CEO and employees;
 - 4.2.3.4 facilitate job redesign and effective change with the objective of a more flexible, effective and efficient workforce; and
 - 4.2.3.5 make recommendations to the CEO. Decisions regarding recommendations will be achieved by consensus.
- 4.2.4 During the term of this Agreement, the ECC will meet at least once a year, and at other times as determined by the Presiding Member. Members of the ECC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision-making process.
- 4.2.5 Training for ECC members is considered essential to ensure optimal outcomes. To this end, the Employer agrees to institute appropriate training for ECC members, in the Employer's time, up to a maximum of three (3) days for each ECC member.

4.3 Dispute Resolution Procedure

- 4.3.1 The purpose of this Dispute Resolution Procedure is to provide a mechanism for all parties to the Agreement to discuss and resolve all matters of grievance and dispute arising from the Agreement and to ensure disputes are resolved as quickly as possible so as to preserve positive working relationships.
- 4.3.2 The provision of a formalised process for the settlement of any disputes between the parties arising from the operation of this Agreement is necessary to ensure both parties are treated fairly and equitably within the principles of natural justice.

- 4.3.3 The parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.
- 4.3.4 During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage, work limitations or restrictions except where the grievance concerns a genuine risk to occupational health and safety.
- 4.3.5 The Dispute Resolution Procedure is comprised of three (3) stages. At each of the following stages of the Dispute Resolution Procedure, a record will be made of the discussions and relevant outcomes:
- 4.3.5.1 Stage One
- Any employee, and/or a nominated representative on the employee's behalf, with a grievance or complaint should, in the first instance, seek to resolve any disputes with their immediate supervisor. Conversely, the immediate supervisor should seek to resolve any dispute directly with the employee.
- 4.3.5.2 Stage Two
- If the matter is not resolved at Stage One, the employee, and/or a nominated representative of the employee's behalf, will discuss the issue with the CEO and, if necessary, an independent mediator, in order to seek a resolution.
- 4.3.5.3 Stage Three
- If the dispute is not resolved at Stage Two, either the employee, and/or a nominated representative on the employee's behalf, or the CEO may refer the matter to the SAET for conciliation and/or arbitration, where necessary.
- 4.3.6 Where practical, the procedure contained in Stage One (Clause 4.3.5.1) and Stage Two (Clause 4.3.5.2) should be completed within ten (10) days of the issue being raised by the employee and/or a nominated representative on the employee's behalf, to ensure its expedient resolution.
- 4.3.7 At any stage in the Dispute Resolution Procedure, either party may involve a representative of their choice.
- 4.3.8 The Dispute Resolution Procedure does not preclude either party from applying to the SAET for conciliation and/or arbitration purposes, nor does it prevent the employee from seeking assistance or representation from a representative of their choice, at any stage.
- 4.3.9 If any dispute is required to be arbitrated by the SAET, the parties agree that any arbitrated decision of the SAET will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

4.4 Change Management

4.4.1 The Parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is desirable for both the Council and employees. For the purpose of this Agreement, 'significant change' is deemed to include:

- (a) modernisation to work operations and practices
- (b) reorganisation or restructure of Council operations and/or staff functions;
- (c) additions to, reduction or abolition of functions or services carried out by the Council
- (d) major changes to employment conditions;
- (e) changes to hours of work;
- (f) the contracting out of work previously performed by employees of the Council.

4.4.2 Prior to the implementation of 'significant change', the CEO will consult with affected employees and ensure that the employees shall have an opportunity to comment on the proposed 'significant change'.

4.4.3 The Council will ensure that all relevant information concerning the proposed 'significant change' is communicated to affected employees.

4.5 Security of Employment

4.5.1 As part of the Council's commitment to the intentions of this Agreement, the Council gives the following undertaking to its employees:

- 4.5.1.1 Where practicable, natural attrition, voluntary redundancies and redeployment will be the preferred means of adjustment in those situations where organisational changes result in positions being no longer required.
- 4.5.1.2 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.
- 4.5.1.3 Training will be made available to assist in redeployment or appointment to a changed position.
- 4.5.1.4 The Council will implement consultative mechanisms to ensure timely advice and discussion between employees and the Employer about any significant changes to service delivery that may impact upon staffing requirements.

5 - EMPLOYMENT PRACTICES AND ARRANGEMENTS

5.1 Strategies for Flexibility, Efficiency and Productivity

- 5.1.1 The parties agree to implement a range of strategies that will facilitate improvements in efficiency and productivity and provide for more flexible working conditions for the delivery of the Council's services.
- 5.1.2 The parties recognise the need to maximise the utilisation of available labour within the scope of the Council's resources and taking account of seasonal factors.
- 5.1.3 The parties agree that best practice is simply the best way of doing things and recognise that it is a process of constantly changing and adapting to new processes.
- 5.1.4 The parties are committed to implementing change (including technological) to improve work practices.
- 5.1.5 The parties shall identify any restrictive work and management practices and seek to minimise and/or eliminate such practices through co-operative problem solving.
- 5.1.6 The parties agree to comply with the *Work Health and Safety Act 2012* and the *Work Health and Safety Regulations 2012*, as varied or replaced from time to time.
- 5.1.7 The parties acknowledge that there is a need to redesign jobs (in particular where outdated practices exist) with a view to improving the level of productivity.
- 5.1.8 Consultative mechanisms will be utilised in order to facilitate job redesign and to effect change with the objective of a more flexible, effective, efficient and productive workforce.

5.2 Recruitment, Selection and Probation

- 5.2.1 The parties agree that the process for recruitment and selection should be equitable and fair and based on:
- The principles of merit
 - Legislative requirements
 - Equal Employment Opportunities considerations
 - Confidentiality
 - Good Human Resource Management Practice
- 5.2.2 All vacant positions in the Council, whether of a permanent or temporary duration, shall be advertised internally and may be advertised externally. Where an internal applicant meets the essential criteria for appointment, or is able to attain that skill level with appropriate training and within a reasonable time

frame, then that employee shall be granted an interview for the vacant position and, if unsuccessful, relevant feedback will be provided to the employee.

5.2.3 A minimum three (3) month probation period will apply for all new and/or redeployed employees from initial engagement with the Employer.

5.2.3.1 At the conclusion of the probation period, and whenever necessary prior to that time, the performance of the employee shall be assessed.

5.2.3.2 In the event of an adverse assessment, the Employer has the discretion to extend the probation period for a further term of three (3) months and the employee shall be provided with a copy in writing of the assessment.

5.2.3.3 In the event that the probation period is extended for a further three (3) months, regular monthly assessments shall be made, and the employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the Employer.

5.2.3.4 In the event that the probation period is extended in accordance with Clause 5.2.3.2, the probation period shall be deemed to continue until expiration unless the employee receives written notification from the Employer that performance during the probationary period has been of a standard that supports confirmation of employment with Council such that the probation period may come to an end.

5.3 Performance Management

5.3.1 All employees agree to participate in the annual staff performance appraisal program.

5.3.2 The performance appraisal process shall be utilised as an opportunity to facilitate two-way, open communication between the employee and the Employer.

5.3.3 In addition to the annual staff performance appraisal, the CEO and employees recognise that it is in their mutual interests for performance monitoring to be an ongoing process. Where an employee's overall performance is considered by the Employer to be unsatisfactory at any time, discussions between the employee and the Employer shall specify the particular areas of unsatisfactory performance and agree on future objectives, appropriate training and/or performance outcomes.

5.3.3.1 In the event that the Employer determines that the employee's overall performance is unsatisfactory, a formal written warning will be given to the employee which sets out (in detail) the particular aspects of performance which require improvement, along with specific time frames by which such improvements must be achieved.

5.3.3.2 Where improvements have not been achieved and sustained at a satisfactory level, the CEO may terminate the employee's employment in accordance with the Award.

5.3.4 Employees shall at all times promote the best interests of the Council.

5.3.5 Employees shall abide by the Code of Conduct for Council Employees, as prescribed for the purposes of section 110 of the *Local Government Act 1999*.

5.3.6 Employees shall comply with all policies and procedures adopted by the Council (as amended from time to time), together with all lawful resolutions of the Council and must ensure that quality customer service standards are continuously applied.

5.3.7 Employees shall perform all other duties imposed by law and ensure compliance to statutory obligations and requirements on the part of the Council insofar as they relate to the duties and responsibilities of the employee under their contract of employment with Council.

5.4 Training

5.4.1 The parties are committed to ongoing training for all employees. The objectives of such training shall be to ensure a multi-skilled flexible workforce.

5.4.2 Employees will be given, where practicable, at least fourteen (14) days' notice of such training and will not be required to attend if prior personal or family commitments have been made and written notification provided to the Employer at the earliest opportunity.

5.5 Professional Development

5.5.1 An employee who makes written application to the CEO may be granted up to twelve (12) months leave without pay to undertake a course of study, or to otherwise take up a vocational or professional development placement (Professional Development Leave).

5.5.2 An employee will only be eligible for Professional Development Leave in circumstances where they have undertaken a minimum of two (2) years' continuous service to the Council, at the time of commencing the Professional Development Leave.

5.5.3 All applications for Professional Development Leave will be considered on their merits taking into account operational arrangements and practicalities, together with the demonstrated benefits to the Council.

5.5.4 Absence while on Professional Development Leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in this Agreement.

- 5.5.5 An employee on Professional Development Leave for up to twelve (12) months is entitled to return to the position they held immediately before proceeding on that leave.
- 5.5.6 An employee on Professional Development Leave may terminate their employment at any time during the period of leave by notice given in accordance with Clause 5.9 of this Agreement.
- 5.5.7 Professional Development Leave shall not be taken 'back to back' i.e. an employee must have completed the qualifying period of two (2) years continuous service (excluding long service leave and parental leave) to be eligible for each instance of Professional Development Leave.
- 5.5.8 Where approval has been granted to undertake a course of study, the successful completion of which will directly benefit the Council, the employee will be entitled to two (2) hours paid study leave per week during semesters/terms.
- 5.5.9 On application to and approval by the CEO, the Council will meet the full cost of an employee's annual membership subscription fees for relevant professional bodies.

5.6 Part-Time Employment/Job Share Employment

- 5.6.1 The provisions of this Agreement shall apply on a pro-rata basis to part-time employees.
- 5.6.2 Overtime and penalty rates shall only apply to a part-time employee in either of the following circumstances:
 - 5.6.2.1 Where work is performed outside the ordinary span of hours set out in Clause 6.1 of this Agreement.
 - 5.6.2.2 Where the employee works in excess of the ordinary hours stipulated in Clause 6.1 of this Agreement, which applies to full-time employees.
 - 5.6.2.3 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the CEO.
- 5.6.3 Part-time employees shall progress through the incremental steps in the classification levels of the Agreement every twelve (12) months following the anniversary date of their commencement as an employee of the Employer.
- 5.6.4 At an employee's request, options will be investigated for a reduction of the employee's working hours before entering a job share arrangement.
- 5.6.5 All employees are eligible to apply to work on a part-time or job share basis. The CEO will consider all applications on their merits, taking into account the operational requirements of the Employer. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid

parental leave and employees seeking a transition to retirement (without limiting the application of Clause 5.7).

- 5.6.6 The approval of arrangements in accordance with Clause 5.6.5 will be at the sole discretion of the CEO. If an employee considers that a part-time and/or job share arrangement has been unreasonably withheld, the employee may pursue the matter through the dispute settlement procedure set out in Clause 4.3.
- 5.6.7 Any job share arrangement approved by the CEO shall apply for an initial trial period of up to twelve (12) months. Prior to the expiration of the trial period, the CEO shall determine whether a job share arrangement is compatible with reasonable operational requirements of the Employer and make a determination as to whether the arrangement may be extended for a further period. Such a determination will be at the sole discretion of the CEO.

5.7 Pre-Retirement Employment

- 5.7.1 An employee wishing to negotiate a transition to retirement through a contract for part-time employment, which may be for a period of up to one (1) year, shall make a request to the CEO in writing.
- 5.7.2 The CEO will consider all applications on their merits, taking into account the operational requirements of the Employer. If the arrangement is approved by the CEO, it shall be formalised through a contract of employment.
- 5.7.3 The approval of arrangements in accordance with this Clause will be at the sole discretion of the CEO. If an employee considers that a pre-retirement arrangement has been unreasonably withheld, the employee may pursue the matter through the Dispute Resolution Procedure set out in Clause 4.3.

5.8 Fixed Term Contracts

- 5.8.1 The Council may offer fixed term employment contracts on the following grounds:
- (a) for a specific project of defined duration or for work of a limited duration; or
 - (b) for a position which is funded by an external body; or
 - (c) to replace an employee who is on extended leave greater than three (3) months; or
 - (d) pursuant to Clause 5.7; or
 - (e) to such other positions as determined by the CEO from time to time.
- 5.8.2 A fixed term employment contract will contain the following provisions:
- (a) the term of the contract shall be for no less than three (3) months and be no greater than five (5) years in duration;

- (b) the incumbent may terminate the contract by giving the CEO a minimum of four (4) weeks' notice;
- (c) for contracts of a duration of two (2) years or greater, the CEO shall give the incumbent three (3) months' notice of its intention not to renew the contract, and the grounds on which the decision was made;
- (d) where the CEO has determined to extend a contract of employment for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of their position description and the Council's performance management process outlined in Clause 5.3 of this Agreement.

5.9 Resignation

- 5.9.1 Any employee, other than a casual employee, desiring to terminate his or her employment shall give the CEO at least two (2) weeks' written notice of his or her intention to resign. The employee commits that, at a minimum, the first two (2) weeks of the notice period will be ordinary time and will not be taken as annual leave, accrued rostered days off or time off in lieu, provided that, where the express provision of an employee's employment provides for a longer period of such notice, such provision shall be applicable.
- 5.9.2 In lieu of notice the employee may forfeit an amount of salary representing the difference between two (2) weeks and the actual notice given, provided that, where the express provision of an employee's employment provides for a longer period of such notice, such provision shall be applicable.

6- WORKING ARRANGEMENTS

6.1 HOURS OF WORK

- 6.1.1 Ordinary hours of work will be 75 hours per fortnight (and pro rata for employees employed on less than 1.0 Full Time Equivalent basis).
- 6.1.2 The span of ordinary hours shall be relevant to the operational requirements of particular work groups and shall be determined by mutual written agreement between the CEO and the employee in terms of the following.
 - 6.1.2.1 In the case of Administration and other staff (excluding those referred to in 6.1.1.2, 6.1.2.3, and 6.1.2.4) hours shall be spread over a ten (10) day fortnight on a Monday to Friday basis. Flexible hours may be worked between the hours of 7.00am and 7.00pm Monday to Friday.
 - 6.1.2.2 In the case of employees whose position description regularly requires them to work outside the span of hours specified in 6.1.2.1, flexible hours may be worked between the hours of 7.00am to 10.00pm Monday to Friday.

- 6.1.2.3 In the case of General Inspectorial staff, hours shall be spread over a fourteen (14) day fortnight on a Monday to Sunday basis. Flexible hours may be worked between the hours of 7.00am to 10.00pm Monday to Friday.
- 6.1.2.4 In the case of supervisors of field staff employees, hours of work shall be spread over a ten (10) day fortnight. Flexible hours may be worked between the hours of 6.00am and 6.00pm Monday to Friday.

6.2 Time Off in Lieu

- 6.2.1 Employees may work up to a total of 85 hours over the ten (10) day fortnight at the ordinary rate of pay.
- 6.2.2 Additional hours worked within the span of hours specified in Clauses 6.1.2.1 to 6.1.2.4 in excess of 75 hours and up to a maximum of 85 hours per fortnight (and pro rata for part-time employees) and with the prior approval of the employee's Manager will accumulate as time off in lieu (TOIL), subject to the following provisions:
 - 6.2.2.1 A maximum of 20.0 hours TOIL only may be accumulated at any one time, unless prior authorisation is granted by the CEO.
 - 6.2.2.2 The prior authorisation of the CEO to accrue more than 20 hours of TOIL, must be obtained each occasion, prior to TOIL exceeding 20 hours.
 - 6.2.2.3 For the avoidance of doubt, no standing arrangements to exceed the maximum accrual of 20 hours TOIL will be granted, and no accrual of TOIL above 20 hours will be recognised, in the absence of the CEO's authorisation to accrue the same.
- 6.2.3 The Employer shall provide TOIL balances on employees' pay slips.

6.3 Overtime and Penalty Rates

- 6.3.1 Additional hours worked outside of the span of hours specified in Clauses 6.1.2.1 to 6.1.2.4, shall be only be worked by mutual written agreement between the Employer and the employee.
- 6.3.2 Any time worked outside the span of hours specified in Clauses 6.1.2.1 to 6.1.2.4, or more than 85 hours per fortnight, will be paid as follows:
 - 6.3.2.1 Monday to Friday (both inclusive) - a loading of 15% in addition to ordinary time rate of pay.
 - 6.3.2.2 Saturdays and Sundays - a loading of 50% in addition to the ordinary time rate of pay. In this Clause, Saturday commences at 12:00am on Saturday and Sunday finishes at 11:59pm on Sunday.

6.3.2.3 Public holidays - a loading of 150% in addition to ordinary time rate of pay.

6.3.3 Clauses 6.3.2.1 - 6.3.2.3 are not intended to alter or affect flexible time or rostered hours arrangements.

6.4 Leave Provisions

Unless otherwise expressed in this Agreement, all leave entitlements and provisions with regard to the taking of leave will be in accordance with the Award.

6.4.1 Annual Leave

6.4.1.1 The Employer and the employee believe that it is important that annual leave is taken on a regular basis to ensure that the employee is sufficiently rested and has the opportunity to balance work, family and recreational interests.

6.4.1.2 An employee working on a Monday-Friday basis is entitled to 187.5 hours annual leave for each completed year of service. An employee who is regularly rostered to work over seven days including weekends is entitled to an additional 37.5 hours annual leave for each completed year of service. The entitlement will accrue on a pro-rata hourly basis from the time the employee commences employment with the Council.

6.4.1.3 The employee can take annual leave at a time that is mutually agreed between them and their Manager and authorised by the Manager.

6.4.1.4 The employee will submit an Annual Leave Application form to their Manager. In determining whether to authorise the taking of annual leave, the Manager is entitled to take into account the operational requirements of the Employer.

6.4.1.5 The employee shall be entitled to receive a leave loading of 17.5% for annual leave.

6.4.1.6 At the request of an employee, salary and/or leave payments may be paid in advance for any periods of continuous annual leave taken equal to or exceeding 75 hours, but not more than 87.5 hours, calculated on a pro-rata basis. The employee is entitled to receive the advance payment at the end of the pay period nearest to the commencement date of the annual leave.

6.4.1.7 An employee is not entitled to take annual leave in advance of their entitlement with the exception of the provision of Clause 6.5.

6.4.1.8 Employees taking leave in advance of their entitlement are not eligible for the advance payment of salary/leave loading option as set out in Clause 6.4.1.6.

- 6.4.1.9 Annual leave is exclusive of any proclaimed public holiday occurring during the period of leave.
- 6.4.1.10 Any unused annual leave accrued will be paid out on termination of employment.
- 6.4.1.11 Employees will be provided with a summary of all leave taken and all current leave entitlements at least once every three (3) months.

6.4.2 Cultural Leave

- 6.4.2.1 An employee is entitled to use any Annual Leave entitlement as cultural leave at a time that is mutually agreed between them and their Manager, and as authorised by the Manager.
- 6.4.2.2 In determining whether to authorise the taking of cultural leave, the Manager is entitled to take into account the operational requirements of the Employer.

6.4.3 Sick Leave

Subject to the following conditions an employee may access their sick leave entitlement for reasons of urgent personal need:

- 6.4.3.1 An employee is entitled to 75.0 hours sick leave for each completed year of service. The entitlement accrues on a pro-rata hourly basis from the time the employee commences employment with the Council.
- 6.4.3.2 The employee must notify their Manager of sick leave absences no later than one (1) hour after normal start time, so that alternative arrangements can be made, if necessary.
- 6.4.3.3 When absent for greater than one (1) working day due to sickness, or the sickness of an immediate family member, the Employer may require the employee to produce a medical certificate from a registered health practitioner or a statutory declaration in support of such absence.
- 6.4.3.4 Notwithstanding clause 6.4.3.3, when absent on a Monday or a Friday due to sickness, or the sickness of an immediate family member, the Employer may require the employee to produce a medical certificate from a registered health practitioner or a statutory declaration in support of such absence.
- 6.4.3.5 An employee may be permitted up to three (3) days per annum from their sick leave entitlement for urgent personal need. However, if preferred or required, and employee may access any accrued leave which they have available for the purposes of urgent family or personal need.

6.4.3.6 At the completion of each financial year an employee who has accrued sick leave in excess of 375 hours, calculated on a pro rata basis, shall be entitled to cash out up to one half of the unused sick leave accrued that financial year, up to a maximum of 37.5 hours per year.

6.4.3.7 Sick leave accrued and calculated on a pro-rata basis will be paid out on retirement, termination of employment, resignation, death or redundancy, except if the employment is terminated due to serious misconduct at the following rates:

Years of Service	Percent of Accrued Leave Paid
2.0 - 2.5	2.5
> 2.5 - 5.0	5.0
> 5.0 -7.5	7.5
> 7.5 -10	10.0
>10	12.5

6.4.4 Family Leave

6.4.4.1 An employee with responsibilities in relation to an immediate family member who needs their care and support shall be entitled to use any sick leave entitlement to provide care and support for such persons when they are ill.

6.4.4.2 The Employer may require the employee to produce a medical certificate from a registered health practitioner or a statutory declaration in support of such absence.

6.4.5 Unpaid Carer's Leave

6.4.5.1 The Employee is entitled to up to two (2) unpaid days of carer's leave for each permissible occasion (permissibility to be determined by their Manager) where a person who is an immediate family member requires care and support as a consequence of:

- A personal illness or injury; or
- An unexpected emergency.

6.4.5.2 Notice for unpaid carer's leave should be given in accordance with Clause 6.4.3.2 of this Agreement.

6.4.5.3 The Employee is entitled to unpaid carer's leave only if the entitlement to paid sick leave has been exhausted.

6.4.5.4 The Employer may require the employee to produce evidence of the personal illness, injury or emergency that resulted in the employee's absence.

6.4.6 Compassionate Leave

6.4.6.1 The employee is entitled to two (2) paid days of compassionate leave and the use of up to three (3) days family leave, per occasion, in the following circumstances:

- To spend time with an immediate family member who has a serious illness or injury.
- After the death of an immediate family member.

6.4.6.2 Notice for compassionate leave should be given in accordance with Clause 6.4.3.2 of this Agreement.

6.4.6.3 The employee is required to provide evidence of the illness, injury or death if required by the Employer.

6.4.7 Family and Domestic Violence Leave

6.4.7.1 An employee may take paid, or unpaid, family and domestic violence leave if:

- (a) the employee is experiencing domestic violence;
- (b) the employee needs to urgently take action to deal with the impact of the domestic violence; and
- (c) it is impractical for the employee to undertake that action outside the employee's ordinary hours or work.

6.4.7.2 All employees are entitled to five (5) days unpaid family and domestic violence leave each year.

6.4.7.3 However, if preferred an employee is entitled to use any Annual Leave entitlement as family and domestic violence leave.

6.4.2.4 The determining of whether to authorise the taking of family and domestic violence leave, whether paid or unpaid, is at the sole discretion of the CEO.

6.4.8 Pandemic and Public Health Emergency Leave

6.4.8.1 Pandemic and public health emergency leave is leave required to be taken on account of any declared pandemic by the World Health Organisation and/or the Federal or State Government declaring a public health emergency, with effect in South Australia.

- 6.4.8.2 During the operation of any such declaration, the following provisions apply:

Unpaid Pandemic Leave

- (a) any employee is entitled to take up to two (2) weeks' unpaid leave if the employee is required by government or medical authorities, or on the advice of a medical practitioner, to self-isolate, and is consequently prevented from working, or is otherwise prevented from working, by measures taken by government or medical authorities in response to the pandemic or public health emergency;
- (b) the employee must give the employer notice of the taking of leave under clause 6.4.8.1 and of the reason the employee requires the leave, as soon as practicable, which may be a time after the leave has started;
- (c) an employee who has given the employer notice of taking leave under clause 6.4.8.1 must, if required by the employer, give the employer evidence to satisfy the that the leave is taken for a reason given in clause 6.4.8.1;
- (d) leave taken under clause 6.4.8.1 does not affect any other paid or unpaid leave entitlement of the employee, and counts as continuing service for the purposes of entitlements under the Award;
- (e) nothing in this Clause prevents the CEO from granting more than two (2) weeks' unpaid leave to an employee on account of a pandemic and/or public health emergency.

Annual Leave at Half Pay

- (a) in lieu of an employee taking paid annual leave on full pay during any period of a declared pandemic and/or public health emergency, at the absolute discretion of the CEO, the employee may take twice as much leave, on half pay.

6.4.9 Long Service Leave

- 6.4.9.1 Long service leave will accrue and be taken in accordance with the *Long Service Leave Act 1987 (SA)* except that any proclaimed public holidays falling during the period of the long service leave shall be additional to the period of leave.
- 6.4.9.2 Where an employee's contract of employment is altered, resulting in either a lower classification or reduced hours of work, the employee shall not be disadvantaged in terms of long service leave entitlements. Accordingly, long service leave entitlement accrued

at the time of change shall be preserved and the employee shall thereafter accrue long service leave entitlements at the new rate.

- 6.4.9.3 At the request of an employee, the CEO may grant approval for long service leave to be paid in advance for any periods of continuous long service leave equal to or exceeding 150 hours. The employee is entitled to receive the advance payment at the end of the pay period nearest to the commencement date of the long service leave.

6.5 Compulsory Shut Down

- 6.5.1 An employee shall take paid annual leave and/or TOIL and/or unpaid leave for a particular period when the CEO shuts down any or all of the Council work sites in which the employee works for a particular period. This may occur, for example, during the Christmas - New Year period in December and January each year.
- 6.5.2 At least one (1) months' notice will be provided to employees of any compulsory shut down period.
- 6.5.3 If an employee does not have sufficient accumulated Annual Leave and/or TOIL to cover for the shutdown period, the CEO and employee may agree to allow the employee to take annual leave in advance for those days not covered during the compulsory shut down period. This decision is to be made at the CEO's discretion.

7- PAY AND RELATED MATTERS

7.1 Salary Increases

Following Certification of this Agreement with regard to maintaining workplace changes and objectives of this Agreement:

- 7.1.1 The salary of employees covered by this Agreement, and for the term of this Agreement, shall be increased in the first full pay period after the 1st July of each year by 2.0% or in accordance with any increase of the Consumer Price Index, Adelaide, March quarter, whichever is higher commencing in the first full pay period after the 1st July 2021.
- 7.1.2 The Schedule of Salaries contained in Schedule 1 to this Agreement will apply.
- 7.1.3 The parties undertake that for the life of this Agreement, there will be no further wage increases sought except as provided for under Clause 7.1.1 or as otherwise determined by the Employer at its sole discretion.

7.2 Superannuation

- 7.2.1 The parties agree that the Employer will pay employee superannuation contributions in respect of each employee into a superannuation fund of their choice, and in the instance where no fund is nominated, all contributions will be paid to Statewide Super.

7.2.2 The amount of the Employer superannuation contribution will be:

7.2.2.1 For each employee who is making 'Salarylink Contributions' to Statewide Super:

- (a) 3% of the employee's salary; and
- (b) any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
- (c) any additional superannuation contribution which the Employer agrees to pay in respect of the employee.

'Salarylink Contributions' has the meaning given to that term under the Trust Deed of Statewide Super.

7.2.2.2 For each other employee:

- (a) contributions which the Employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- (b) any additional superannuation contributions which the Employer agrees to pay in respect of the employee.

7.2.3 With reference to Clause 7.2.2.1(c) and Clause 7.2.2.2(b), the Employer agrees to pay an additional 3% superannuation contribution for the term of this Agreement.

7.2.4 With reference to Clause 7.2.2.1 (c) and Clause 7.2.2.2(b), the Employer agrees to pay an additional superannuation contribution for the term of this Agreement for an employee who has completed five (5) years continuous service with Council that will bring the total Employer contribution to 15%.

7.3 Salary Sacrifice

7.3.1 Subject to the following conditions an employee may apply to the CEO to salary sacrifice any part of their salary to the Superannuation Scheme referred to in Clause 7.2:

- 7.3.1.1 Any such arrangement shall be by mutual agreement between the employee and the CEO.
- 7.3.1.2 The application from the employee shall be in writing and detail the amount of salary to be salary sacrificed.

- 7.3.1.3 The application may at any time be rescinded by the employee, or likewise the approval of the CEO may be withdrawn.
- 7.3.1.4 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.
- 7.3.2 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 any amount salary sacrificed to superannuation.

7.4 Salary Package

- 7.4.1 By mutual agreement between the CEO and an employee, the employee can elect to package his or her gross salary. The parties agree that packaging arrangements may be implemented on the following basis:
 - 7.4.1.1 The amount of gross salary to be packaged shall not exceed 50% of the employee's salary.
 - 7.4.1.2 That prior to the CEO agreeing to implement salary packaging for an employee, financial advice must be sought by the employee from an accredited adviser.
 - 7.4.1.3 The CEO and the employee shall agree to the items capable of being included in the salary package.
 - 7.4.1.4 The CEO and the employee shall agree that the introduction of flexible remuneration (salary packaging) will not result in additional cost to the Employer, including Fringe Benefits Tax.
 - 7.4.1.5 The application from the employee shall be in writing and detail the amount of salary to be salary sacrificed.
 - 7.4.1.6 The application may at any time be rescinded by the employee, or likewise the approval of the CEO may be withdrawn.
 - 7.4.1.7 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements.

7.5 Payment of Wages

- 7.5.1 At the end of each pay period, the employee's salary will be paid by the Employer by direct transfer into a nominated banking account or other recognised financial institution of the employee's choice.
- 7.5.2 The Employer may make advance payment outside of the ordinary pay period for periods of Annual Leave in accordance with Clause 6.4.1.6 and for periods of Long Service Leave in accordance with Clause 6.4.9.

7.6 Motor Vehicle

- 7.6.1 Where an employee is required by the Employer to take their vehicle to their worksite for official use on that day, or so that they can attend training, professional development meetings or other work related meetings away from their normal work site, a motor vehicle allowance will be paid for the total distance travelled in that day in accordance with the Award.
- 7.6.2 Arrangements for travel shall be confirmed with the employee's Manager prior to the meeting and such claim for motor vehicle allowance shall be authorised on the timesheet by their Manager.

7.7 Driver's Licence

- 7.7.1 Where an employee is required, as listed in their Job and Person Specification to hold a current South Australian driver's licence, on presentation of the driver's licence the Employer will reimburse the cost of the licence at the current yearly rate on the first pay period on or after the 1st of July in the new financial year.

8- MISCELLANEOUS

8.1 Corporate Wardrobe

- 8.1.1 The parties recognise the benefits of a corporate wardrobe in presenting a positive professional image to customers.
- 8.1.1.1 The Council will provide a corporate uniform to permanent employees and to employees that are employed on a fixed term contractual basis for more than one (1) year as determined by the Council and up to a specified amount as follows:
- (a) Establishment of corporate wardrobe within the first year of employment - up to \$1,000
 - (b) For each subsequent year, for replacement or additional corporate wardrobe - up to \$500 per year.
- 8.1.1.2 The Council will provide a corporate uniform to casual employees on a pro-rata basis as determined by Council and up to a specified amount as follows:
- (a) Establishment of corporate wardrobe within the first year of employment - up to \$500.
 - (b) For each subsequent year, for replacement or additional corporate wardrobe - up to \$250 per year.
- 8.1.1.3 With reference to Clause 8.1.1.1 and Clause 8.1.1.2, employees undertake to wear the corporate uniform while on official duties.

8.2 Employee Assistance

8.2.1 The parties are committed to an employee assistance programme which will afford employees with encouragement and practical support and assistance with non-work related (personal) problems which are, or are likely to affect their work.

8.2.1.1 The overall responsibility for monitoring and control of the Employee Assistance Programme is vested in the CEO.

8.2.1.2 Practical assistance may be offered to employees in a wide variety of ways and the type or degree of assistance is at the absolute discretion of the CEO. Practical assistance may include, but is not limited to, the following:

- temporary alternative duties;
- temporary flexible hours arrangements;
- the payment of pro-rata leave entitlements;
- opportunities for family member to make personal contact with the Council;
- assistance with government agencies;
- approval for temporary leave without pay; and
- casual use of leave entitlements.

8.3 Income and Journey Protection

8.3.1 For the life of this Agreement, the Council will hold a current Local Government Income and Journey Protection Policy including 'Private Journey' provisions with Local Government Risk Services for the benefit of employees.

8.3.2 Under this Policy, no reimbursement will be provided for the first ten (10) working days of an accepted claim, and the policy excludes reimbursement for any medical related expenses.

8.3.3 The Council will continue to make Superannuation contributions on behalf of an employee who accesses Income and Journey Protection cover, for the period they are absent. Superannuation contributions will be made at the same rate as the pay period immediately prior to the employee making a claim.

8.3.4 When an employee accesses the Income and Journey Protection cover afforded under this clause 8.3, the employee shall be deemed to be on 'leave without pay' and no entitlements will accrue while the employee is absent. The period of time absent on Income and Journey Protection cover will not break service, but shall not count toward service.

8.3.5 Employees agree that, where applicable, this cover will be used to minimise Council costs.

8.4 Different Work Location

8.4.1 Where an employee is required to report to a different work location which is further from their home than their previous permanent work location, any compensation for such additional travel shall be paid by reimbursement of additional mileage costs in accordance with the Award rates.

8.4.2 The application of Clause 8.4.1 will be reviewed if the employee changes either to permanent employment at the new work location or changes their residential address.

8.5 Intellectual Property of The Employer

8.5.1 All materials provided by the Council and all intellectual property rights in those materials is and will remain the property of the Council.

8.5.2 All material produced by the employee in performing employment for the Council, and all intellectual property rights in that material, will, upon its creation, be the sole property of the Council unless otherwise agreed to in writing by the Council.

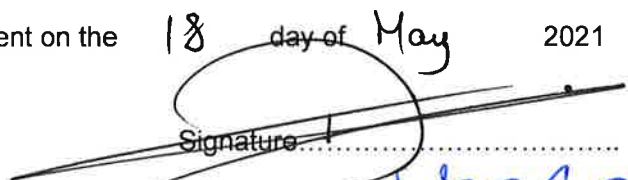
8.5.3 Should the employee wish to exploit any aspect of intellectual property developed during the term of employment, contact will be made with the CEO to seek approval, and if given, to negotiate agreed terms and conditions to apply in the particular circumstances at that time.

8.5.4 At the direction of either the employee's Manager or the CEO, the employee shall return all of the Council's materials and the employee is not entitled to retain copies of the Council's materials in any form whatsoever

9 - SIGNATORIES

The parties have signed this Agreement on the 18 day of May 2021

SIGNED by David J. Stevenson
For and on behalf of the Employer

Signature 

WITNESSED by Name EMILY MOORE

Signature 

SIGNED by Griff Campbell
For and on behalf of the Employees

Signature 

WITNESSED by Name TAMMY LEIBHARDT

Signature 

SIGNED by Sam Rosser
For and on behalf of the Employees

Signature 

WITNESSED by Name Lee Wallis

Signature 

SCHEDULE 1 – Salary Scales

		01 July 2020	01 July 2021	01 July 2022	01 July 2023
		Current	EB Incr - No 1	EB Incr No 2	EB Incr - No 3
			2.0%	2.0%	2.0%
1	1.1	\$ 61,978	\$ 63,217	\$ 64,482	\$ 65,771
	1.2	\$ 62,974	\$ 64,233	\$ 65,518	\$ 66,828
	1.3	\$ 64,568	\$ 65,860	\$ 67,177	\$ 68,520
	1.4	\$ 66,062	\$ 67,383	\$ 68,730	\$ 70,105
	1.5	\$ 67,555	\$ 68,906	\$ 70,284	\$ 71,690
	1.6	\$ 68,844	\$ 70,221	\$ 71,626	\$ 73,058
2	2.1	\$ 70,357	\$ 71,764	\$ 73,199	\$ 74,663
	2.2	\$ 71,850	\$ 73,287	\$ 74,753	\$ 76,248
	2.3	\$ 73,344	\$ 74,811	\$ 76,307	\$ 77,833
	2.4	\$ 74,330	\$ 75,817	\$ 77,333	\$ 78,880
3	3.1	\$ 75,822	\$ 77,338	\$ 78,885	\$ 80,462
	3.2	\$ 76,769	\$ 78,305	\$ 79,871	\$ 81,468
	3.3	\$ 78,259	\$ 79,824	\$ 81,420	\$ 83,049
	3.4	\$ 79,748	\$ 81,343	\$ 82,970	\$ 84,629
4	4.1	\$ 81,247	\$ 82,872	\$ 84,530	\$ 86,220
	4.2	\$ 82,741	\$ 84,395	\$ 86,083	\$ 87,805
	4.3	\$ 84,234	\$ 85,919	\$ 87,637	\$ 89,390
	4.4	\$ 85,523	\$ 87,234	\$ 88,978	\$ 90,758
5	5.1	\$ 87,015	\$ 88,755	\$ 90,530	\$ 92,341
	5.2	\$ 88,306	\$ 90,072	\$ 91,874	\$ 93,711
	5.3	\$ 89,799	\$ 91,595	\$ 93,427	\$ 95,296
6	6.1	\$ 92,287	\$ 94,133	\$ 96,015	\$ 97,936
	6.2	\$ 94,774	\$ 96,670	\$ 98,603	\$ 100,575
	6.3	\$ 97,264	\$ 99,209	\$ 101,193	\$ 103,217
7	7.1	\$ 99,752	\$ 101,747	\$ 103,782	\$ 105,857
	7.2	\$ 102,239	\$ 104,284	\$ 106,370	\$ 108,497
	7.3	\$ 104,727	\$ 106,821	\$ 108,958	\$ 111,137
8	8.1	\$ 107,713	\$ 109,868	\$ 112,065	\$ 114,306
	8.2	\$ 110,698	\$ 112,912	\$ 115,170	\$ 117,474
	8.3	\$ 113,685	\$ 115,958	\$ 118,278	\$ 120,643
MOA	3.1	\$ 107,713	\$ 109,868	\$ 112,065	\$ 114,306
	3.2	\$ 110,698	\$ 112,912	\$ 115,170	\$ 117,474
	3.3	\$ 113,685	\$ 115,958	\$ 118,278	\$ 120,643

