

DISTRICT COUNCIL OF MOUNT BARKER AWU ENTERPRISE AGREEMENT 2014

File No. 5749 of 2014

**This Agreement shall come into force
on and from 20 October 2014
and have a life extending until
21 September 2017.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.

DATED 20 OCTOBER 2014.



COMMISSION MEMBER





The District Council of
Mount Barker

District Council of Mount Barker

AWU Enterprise Agreement 2014



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CLAUSE 1 TITLE

This agreement shall be titled "District Council of Mount Barker AWU Enterprise Agreement 2014".

CLAUSE 2 DEFINITIONS

"Agreement" shall mean the District Council of Mount Barker AWU Enterprise Agreement 2014.

"Arbitration" the hearing and determining of a dispute or the settling of differences between parties.

"Consultation" means the process, which will have regard to employees' interests in the formulation of plans that have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

"Employee" means any employee of the Council who performs work covered by this Agreement and the Award.

"Employee Assistance Program" provision of access to counselling on a confidential basis, with the objective of improving the well-being of the employee

"JCC" shall mean the Joint Consultative Committee.

"MOA employee" shall mean employees employed under the Municipal Salaried Officers' Award (South Australia).

"Management" shall mean the employees as determined by the Chief Executive Officer.

"Operations Review" shall mean the participative process involving management, employees and union representatives, adopted by the Council, to review and make recommendations for process improvement in all areas of operation in order to ensure strategic goals are achieved.

"Outplacement Assistance" shall mean for the purpose of assessing and preparing an employee to secure future employment. This may be attained through attendance at training programs, obtaining financial guidance, attending an actual outplacement program or similar services. It may also



include the purchase of equipment for the purpose of establishing a business or employment related activities.

“Part Time” an employee who performs work (less than 38 hours per week) on a regular weekly basis.

“Payment in Lieu” As used in Clause 10.11 of this Agreement for payment made by Council to a redundant employee when Council does not give 10 weeks notice for termination of employment. The calculation of the payment in lieu shall be based on 10 times the weekly wages at the time of termination.

“Reasonable Evidence” shall mean a statutory declaration.

“SAIRC” shall mean the South Australian Industrial Relations Commission

"Significant Effects" includes major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs. Provided that where the Award and or this agreement makes provision for alteration of any of the matters referred to herein and shall be deemed not to have significant effect.

“The Award” shall mean the Local Government Employees Award

"The Council" shall mean The District Council of Mount Barker.

"The Union" shall mean the Amalgamated AWU (SA) State Union.

“WH&S” shall mean Work Health and Safety

"Workplace Representative" shall mean an Amalgamated AWU (SA) State Union member elected by its membership from the membership, with the approval of the Amalgamated AWU (SA) State Union Branch Executive to effectively represent the interests of members.

CLAUSE 3 APPLICATION

This Agreement shall be binding upon the District Council of Mount Barker (the Council), the Amalgamated AWU (SA) State Union (the Union) and all employees whose employment is governed by the Award.



CLAUSE 4 PERIOD OF OPERATION

This Agreement shall commence from 22 September 2014 and remain in force until 21 September 2017. This Agreement will be reviewed and renegotiated no later than the final 6 months of this agreement. This Agreement will remain in operation after the date of expiry in accordance with the Fair Work Act 1994 (SA).

CLAUSE 5 RELATIONSHIP TO CURRENT AWARD AND ENTERPRISE BARGAINING AGREEMENT 2014

This agreement shall be read in conjunction with the Local Government Employees Award, as amended provided that where there is any inconsistency this Agreement shall take precedence. This Agreement replaces the terms and conditions of the District Council of Mount Barker AWU Enterprise Bargaining Agreement 2011.

CLAUSE 6 INTENT AND OBJECTIVES

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the District Council of Mount Barker. This will be achieved through:

- Implementation of a training and development program within the District Council of Mount Barker for all employees, to increase the level of individual expertise and in turn, improve the excellence of the District Council of Mount Barker through the recognition of opportunities.
- Ensuring that any further flexibility arrangements identified during the life of this agreement can be trialled through consultation and agreement of the parties.
- A commitment to a permanent workforce that will ensure Council achieves its goal of providing high quality services to the Mount Barker and district community.

CLAUSE 7 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of established consultative structures within the workplace. The principal consultative structure is the Joint Consultation Committee (JCC).

7.1 The JCC shall consist of:

- Up to 4 employer representatives appointed by Council.
- Up to 4 employee representatives, elected by employees employed by Council who are bound by this agreement.
- The Union (or nominee), who shall be a permanent member of the committee.



- The membership will exist for the life of the agreement and until such time a new committee is formed.
- If an Employee Representative resigns, a replacement is elected through the Employee Representative Election Process (below).

7.2 Employee Representative Election Process

- An election will be held for the 4 employee representatives within 1 month of the SAIRC endorsing the Agreement.
- The date of the election will be determined by the JCC with the counting of ballots undertaken by an Employer Representative from the JCC and the State Secretary of the Union or their nominee.
- All persons nominating for a position will place their name on the nominee registration form that will be displayed on the notice board at the Field Services Unit by 12 noon the day before the election is to be held.
- If 4 or less persons nominate by 12 noon the day before the election is to be held no election will be held and those nominating will be appointed to the Consultative Committee as employee representatives.
- Individual employees bound by this Agreement are entitled to 1 vote only.
- The voting will be confidential via a ballot box in the Field Services Unit at the commencement of the day's duties.

7.3 The role of the JCC

- To provide a forum for open discussion on matters relating to the implementation of the Agreement.
- To generate ideas aimed at realising the intent and objectives of the Agreement.
- To review the effectiveness of the Agreement while identifying opportunities for change and amendment to any future Enterprise Agreements.
- To prepare future Enterprise Agreements for Council consideration.
- To meet quarterly, or as seen as necessary to achieve agreed outcomes during the life of the Agreement.
- The role of the employee representative is to represent all employees under this Agreement.



7.4 Values guiding the JCC

- The parties and JCC members recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- The parties and JCC members believe consultation with all employees is an essential process to any change.
- The parties and JCC members recognise the need for mutual commitment to continually strive for improvements in productivity and customer service demonstrating value for money to our community.
- Management is committed to ensure that there is an opportunity for employees to be involved and provide input before changes including structural reform occur which are likely to have an impact on the workplace and their jobs.

CLAUSE 8 WORKPLACE REPRESENTATIVES

8.1 Upon written advice from the Union Branch Secretary up to 4 members from the AWU can be appointed as Workplace Representatives. The Council will recognise such person or persons as being accredited by the Union for discussion with:

- employees on matters pertaining to the work they perform or work related issues;
- duly accredited Union Officers on matters referred to above and regarding the performance of union duties.

8.2 Workplace Representatives will be entitled to:

- be treated with respect and without discrimination;
- be consulted about workplace issues and have access to information about the organisation that is not confidential;
- meet with management to discuss issues of concern; and
- meet with accredited Union Officers on work related matters.

8.3 Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:

- Speaking to, meeting with and representing other employees;
- Attending Union organised training and conferences to a maximum of 5 days per annum provided that the Council is able to make adequate



staffing arrangements during the period of leave and no more than two employees are on this leave at any one time, unless otherwise agreed.

- Approval to this training will not be unreasonably withheld.

8.4 To enable them to represent other employees, Workplace Representatives will be allowed to use Council equipment and facilities. Use of these items are a privilege and therefore care should be taken to ensure that they are appropriately used and that communication is at all times respectful and courteous. Permission must be sought through People and Culture to use Council systems to promote Union positions.

8.5 Workplace Representatives will have the following responsibilities:

- They will inform their Supervisor/Manager before leaving their work area to attend to representative tasks;
- If a general meeting of staff is required in work time and/or on Council property, prior agreement will be sought through People and Culture or the relevant General Manager before it takes place and reasons for the meeting will be provided.

CLAUSE 9 SERVICE IMPROVEMENT

9.1 The parties to this Agreement are committed to improving the range, quality, responsiveness and cost of services delivered by the Council to the community. The parties agree to work together to pursue the improvement and competitiveness of in-house service delivery through the pursuit of new technology and emerging practices, provision of resources and employee training and development, so that in-house services best meet Council's service delivery objectives.

9.2 The parties to this Agreement will work together to review services periodically to achieve a level of service delivery to the community that (subject to constraints of this Agreement and the Council's resources) is based on continuous improvement and best practice principles in terms of quality, cost, timeliness and customer service measures.

9.3 Reviews will be undertaken in consultation with the affected employees, Workplace Representatives and the Union as needed. Clear goals and time frames will be established for the reviews. Where comparative assessments are used they will be undertaken with similar organisations and providers of like service.

9.4 Any recommendations for improvements to service delivery arising from such review will be subject to further consultation with employees and the Union and where such improvement involves change the provisions of the Agreement shall apply.

9.5 The above agreement between the parties enables the development of skills, capabilities and operations to be compared with competitors and fine-



tuned as necessary. The parties also agree that work may continue to be contracted out in circumstances where at least one of the following criteria is met:

- Specialised and/or highly technical tasks for which the Council does not have the necessary equipment, resources and expertise;
- Seasonal or short term work when the employment of additional permanent employees cannot be justified;
- Large or labour intensive projects where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations.

This clause shall not prevent Management from making day to day decisions to counter shortfalls in staff, expertise and equipment after consultation with relevant team leaders.

CLAUSE 10 INTRODUCTION OF CHANGE

10.1 Changes within the Council

The parties acknowledge that change may take place in the organisation particularly through the introduction of new services, the discontinuation of services and the implementation of more efficient and effective work practices and arrangements. For the purpose of this Agreement change is deemed to include but is not limited to any or all of the following:

- Circumstances imposed by another level of Government
- A direction from the Elected Member Body
- Change to work practices
- Introduction of new technology and equipment that significantly change work roles, practices or responsibilities
- Change in workforce size and/or structure
- Resource sharing
- Amalgamation with other organisations
- Consideration of alternative service delivery

The intent of this clause is to address change that has the potential to significantly affect employees. Significant affect includes, but is not limited to:

- Termination of employment



- Significant changes in the composition, operation or size of the workforce or in the skills required
- The elimination or diminution of job opportunities, promotion opportunities or job tenure
- The alternation of hours of work
- The need for retraining or transfer of employees to other work locations and the restructuring of jobs.

Where the Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils, which would impact on employees, Council shall consult with those employees likely to be affected.

The Council recognises that change is a process that may place challenges on staff and resources of the organisation. However, there are situations in which change is necessary and may be beneficial.

It should be noted that change could occur without any resulting redundancies. For example, departmental responsibilities may be re-organised without any staff changes. However, where redundancies do result from change, the redundancy provisions of this Agreement will apply.

10.2 Principles

The parties agree to abide by the following principles when undergoing a process of change:

- The need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy.
- The need for employee involvement and commitment to decision making processes in order to achieve real and sustainable improvements in productivity.
- Communication with staff during the change process
- Provide support for staff who may be having difficulty with the process
- Opportunities for staff to provide feedback within a reasonable period of time throughout the process
- The principle of fairness and transparency will apply to all decisions
- The Union shall be kept informed of any change affecting their members



- The Council is not required to disclose confidential information the disclosure of which, when looked at objectively, could be contrary to the Council's interests.

Employees shall be consulted in the planning process when circumstances that may lead to changes are being considered, before a final decision is made. The following steps will be taken:

- Consultation will occur on an individual, departmental or organisational basis (whichever is most appropriate)
- Employees being consulted will be informed of the possible changes, the reason for it and implications arising from the change and be offered the opportunity to provide feedback.
- The discussions must commence as early as practicable with a minimum timeframe for this consultation to occur within four (4) weeks, unless a shorter time frame is agreed.

10.3 Decision and Implementation

If after completing (above) it is determined that a change is required, the following steps will be taken:

- The relevant General Manager and/or Manager will give genuine consideration to the feedback and any potential adverse effects on employees and where practicable will take steps to minimise these affects before finalising any changes. Any changes made to the proposal as a result of the feedback will be communicated to employees and the Union/s.
- The Chief Executive Officer is responsible for discussing possible changes with Council.
- If the proposed change results in redundant positions, the change will proceed in accordance with clause 10.6 of this Agreement.
- The relevant General Manager/Manager will be responsible for implementation of the change.

10.4 General Principles – Change Implementation

There will be no forced redundancies until all options in this clause have been exhausted.

Should redundancy become necessary, every effort will be made by the Council to use natural attrition, voluntary redundancy and redeployment to accommodate staff in situations where change results in these positions no longer being required.

The parties agree that redeployment is the preferred option.



10.5 Redundant Positions

When an employee has been notified of a specific position being made redundant, the following arrangements will apply:

After an employee has been advised their position is being made redundant:

- Redeployment will be sought (refer to redeployment at Clause 10.6)
- A voluntary separation package may be sought (see Separation commencing at Clause 10.10 below)

If an employee has not decided upon an option by the end of the four week period, employment may be terminated and the employee will receive a separation package.

10.6 Redeployment

Where an employee has sought redeployment, every effort will be made to place the employee into a position suitable to the employee's existing skills, experience and substantive wages level, including reasonable training, while also meeting the needs of the Council.

Employees who are considered for redeployment will, for their part, make all reasonable efforts to participate in processes to maximise their redeployment opportunities.

The redeployment is not to disadvantage the employee unduly, having particular regards for the personal circumstances of the employee. However 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

10.7 Suitable Alternative Positions

A suitable alternative position may include a position with a lower remuneration level if necessary, but does not extend to a position which is more than one classification level below that received by the employee in their substantive position.

All vacant positions must be considered for suitability for employees needing redeployment before the vacancy is advertised internally or externally to determine whether the skills of the employee match the required skills of the vacancy (including reasonable training requirements)

Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.

Council may seek voluntary separation package applications from other employees in order to assist with redeployment. Applications will be restricted to those employees of equal classification and/or remuneration and one level



above and below the redundant position. In the first instance, applications will be called from within the department. If required, applications may be called from across the organisation.

Offers of redeployment will be in writing, quoting the classification, wages, location and attaching a copy of the position description.

Where a redeployment position is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time (no more than five (5) extra working days) to decide to accept or decline the offer.

Where an employee declines more than one reasonable offer of redeployment or there are no further options available, employment may be terminated in accordance with the separation provisions starting at Clause 10.11.

Where an employee accepts redeployment to a lower classified position, the years of service in respect of annual leave and long service leave will be calculated at that rate in respect of years of service in that particular position.

10.8 Redeployment to Lower Classification

An employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable timeframes) at a classification level lower than substantive classification level.

Regardless of the employee's redeployed classification level, the employee will initially suffer no loss in remuneration for a period of two (2) years, their classification will be frozen until such time as they are promoted to a higher level position or the wages for the position exceeds that of their frozen classification (EBA increases will apply to frozen classifications)

After two (2) years, an employee who has been redeployed and whose classification is still frozen will have their classification and wages adjusted to reflect the level of the redeployed position.

10.9 Training

Where Council considers that a redeployed position is available and it has been identified that skill or knowledge differences exist between the current position and proposed position, the General Manager or Manager will provide the employee with a position description, proposed training program and discuss the position with the employee.

The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed and agreed in writing prior to the appointment to the new position. The purpose of this program is to ensure that the employee can overcome identified skill or knowledge differences within an agreed and reasonable timeframe.



Training under this clause will be at the Council's expense.

10.10 Separation

A separation will be identified only after the process to redeploy an employee has been exhausted, and no suitable position is available.

Where a determination is made that no suitable redeployment options are available, and it is determined that a redundancy exists, the employee's services will be discontinued and they will receive a separation package, as outlined in the Separation Package clauses starting at Clause 10.11.

Within a period of three (3) months from the date of commencement of duties to the redeployed position, the redeployee may seek the option of a separation package. Approval of a separation package is at the discretion of the relevant General Manager.

Where the redeployment opportunity has arisen via the redundancy of another employee under Clause 10.5, a separation package will not be available.

10.11 Separation Package

The package will be calculated based on the employee's current employment status and the normal hours worked by the employee at the time of the redundancy.

The remuneration used in the calculation of the separation package shall be the total of the remuneration package, that is the wages plus the value of any other benefits included as part of the total remuneration.

The terms of the package are as follows:

- a) Payment in lieu or ten (10) weeks' notice (as per definition in Clause 2)
- b) A redundancy payment of a rate of three (3) weeks remuneration per year of continuous service in Local Government in South Australia. The calculation of this payment is on completed year and months of service based on the anniversary date (the maximum payment in respect of Clause 10.11 shall be 104 weeks)
- c) Pro-rata Long Service Leave will be paid whether seven years of service has been attained or not (calculated on completed years of service as per the Long Service Leave Act);
- d) A maximum of \$3,000 will be made available for a period of twelve (12) months from the date of termination (or until permanent part time or full time employment is secured within the period of twelve months) for the purposes of outplacement services. The amount is available on a reimbursement basis on production of GST Tax Invoices.

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- e) All of the above payments (excluding the entitlement set out at sub Clause 10.11 (d)) will be made when the employee leaves Council employment.

CLAUSE 11 GRIEVANCE AND DISPUTE RESOLUTION

11.1 Procedure in relation to disputes arising from the operation of this Agreement

In the event of any problem arising from the implementation of matters contained in this Agreement, the JCC shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the management of Council and the Union on behalf of the members employed by Council.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the SAIRC in a conciliation role and, if necessary, to arbitrate the dispute.

11.2 Procedure in Relation to Disputes Arising out of Employment

The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

The parties have also accepted that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. The employees and management will sign off such record as accurate. It is the responsibility of the most senior officer involved at each stage of this process to prepare or have prepared the record.

Any dispute relating to remuneration, or request for reclassification, in the first instance shall be in writing addressed to the Manager, Field Services (or equivalent delegate).

The status quo will be maintained until any dispute is resolved.

Stage One

The employee and/or Representative will contact the relevant supervisor/manager to attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee and the Representative will meet with the next manager or supervisor in the line of authority. This process will continue until the General Manager becomes involved.



Stage Three

If the matter is not settled at Stage Two, the Chief Executive Officer will meet with the employee, their representative and the General Manager.

Stage Four

If the matter is not settled at Stage Three, either party may seek the assistance of the SAIRC by conciliation in the first instance, or if conciliation fails, by arbitration.

The process contained in Stage One, Two and Three shall be completed within 14 working days of the issue being raised at Stage One to ensure its expedient resolution.

CLAUSE 12 APPOINTMENTS AND PROBATION

All employees will be on probation for a term of three months from the initial engagement date with Council. Reviews will be conducted by Council during the three month probationary period with feedback provided to the employee. An extension to a six month probation period may apply if required.

CLAUSE 13 DISCIPLINE AND PERFORMANCE ISSUES

The procedures for investigating and dealing with alleged under-performance and misconduct will be in accordance with Council policy and will be applied in an even-handed, fair and transparent way and in line with natural justice principles. The process will give employees every opportunity to respond to allegation against them, and to understand and meet the required standards of job performance and personal behaviour.

At all stages of the disciplinary process the employee will be entitled to be represented by a Union delegate, official or other representative.

CLAUSE 14 EMPLOYEE ASSISTANCE PROGRAM

An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing personal and/or work related issues that may adversely affect their wellbeing, health and work performance.

Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.

Employees may be referred to this service by their supervisor where personal or work related problems may be negatively affecting their work performance.

Confidentiality is central to the success of the EAP and Council acknowledges the importance of maintaining confidences when employees access this service.



CLAUSE 15 PERSONAL INCOME PROTECTION (PIP) INSURANCE

In addition to the pay rises outline under this Agreement, Council will insure all Council employees in a Personal Accident and Illness Insurance Policy.

The Policy covers employees for non-work related injury and illness.

Policy benefits, excessive waiting periods and exclusions are all covered under the Insurance Policy and will be determined under this policy, as amended from time to time.

Where an employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.

During a period of absence on PIP insurance, the employee's continuity of service is suspended but not broken.

Employees on PIP insurance will be provided one month's grace where leave entitlements will continue to accrue. After this time there will be no entitlement to accrue annual, personal, rostered days off or long service leave.

CLAUSE 16 EMPLOYEE ARRANGEMENTS ON DAYS OF SEVERE, EXTREME OR CATASTROPHIC FIRE DANGER

Please refer to the Fire Danger Procedure.

Council is committed to supporting staff to meet their family and community responsibilities as well as ensuring sufficient resources to maintain Council's services to customers.

The Fire Danger Procedure (as amended from time to time) has been implemented to address working arrangements on fire danger days. Where a severe, extreme or catastrophic fire day is declared the following applies:

- Employees choosing to implement their personal bushfire action plan (as agreed and approved in advance with their manager) may take the time off work and use leave identified.
- Where Council is unable to identify suitable alternative work arrangements during catastrophic days, employees may be stood down for the day per Event with pay. The standing down of employees with pay will be subject to staff being in a state of readiness to return to duties and/or assist when directed.
- If consecutive catastrophic fire danger days are declared, staff may be required to attend a work location in a safe precinct to undertake training or other designated duties (as nominated by their manager)
- If no alternative employment arrangements are available, employees may choose to take leave entitlements and remain at home.

“Event” – catastrophic fire danger day or a period of consecutive days.



This clause does not apply where a work location is threatened or affected by an emergency situation.

CLAUSE 17 UNIFORMS/ PROTECTIVE CLOTHING

Uniforms will be provided by Council and form part of the protective clothing issue.

CLAUSE 18 DEMARCATION

The parties recognise that the normal role for a MOA employee does not include the continuous performance of “hands-on” work. Accordingly the parties accept that a MOA employee will not (as part of normal duties) perform the physical “hands-on” work of an employee employed pursuant to the Award.

Under the following circumstances however the parties agree that a MOA employee may carry out work covered under the Award.

- In any unforeseen and pressing situation where there is no skilled employee to perform the work,
- In an emergency situation, to the extent of making the situation safe,
- Where additional physical assistance is required and the employee employed pursuant to the Award in the affected work area are properly consulted,

Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures of this Agreement.

CLAUSE 19 WORK HEALTH AND SAFETY

Safety is everyone’s responsibility.

The District Council of Mount Barker is committed to providing a healthy and safe working environment for all workers. To achieve this commitment we have a WHS Management System to ensure workers are provided with:

- A safe working environment
- Safe systems of work
- Plant, equipment and materials in a safe condition
- Facilities for welfare
- Training and supervision

It is essential that we all understand the importance of safety and that duties are undertaken in a manner which prevents injury to all workers.



CLAUSE 20 MINIMUM CLASSIFICATIONS

Subject to satisfactory performance, at the completion of two (2) years employment at a lower classification, an employee shall be reclassified to Grade 5 Year 1.

CLAUSE 21 WAGE ADJUSTMENTS AND ALLOWANCES

21.1 Annualised Wage

The Council agrees to continue with the annualisation of employees' wages incorporating the following:

Allowances as follows:

- Confined Spaces
- Dead Animals
- Toilet Cleaning
- Wood Chipping
- Poison
- Money Handling
- Tar
- Trailer
- Litter Driver
- Disability allowance
- Driver's Licence
- Annual leave loading
- Supplementary payments
- Service payments

Excluded from this annualised wage shall be overtime, sick leave payment, meal allowances, first aid and motor vehicle allowance. These allowances will continue to be claimed and paid as per the Award.



21.2 Pay Increases

Upon approval with regard to the general intent and principles of the Enterprise Agreement, the employer agrees to pay increases across the board to all employees covered under this Agreement incorporating a 3.5% increase paid from 22 September 2014 and future increases of:

- 3.25% effective from the first full pay period on or after 22 September 2015
- 3% effective from the first full pay period on or after 22 September 2016

No further increases shall then be given for the life of this agreement.

All payments shall be paid on the annualised rate pursuant to Clause 21.2 above. [Appendix A](#) will show the actual rates of pay that will accrue to employees under this agreement.

CLAUSE 22 SUPERANNUATION

Statewide Super is the default fund where employees do not advise a superannuation fund for receipt of contributions.

Choice of fund provisions apply and all new employees will be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

“Statewide Super” means the superannuation scheme established under the Statewide Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) and continues in existence under a trust deed dated 25 November 2008 pursuant to amendments from time to time.

The amount of the employer superannuation contribution will be

- For each employee who are making “Salarylink Contributions” to Statewide Super:
 - 3% of the employee’s salary; and
 - Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salary link benefit for the employee; and
 - Any additional superannuation contributions which the employer agrees to pay in respect to the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed.



- For each other employee:
 - 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
 - Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

New employees to Council are not eligible for Salarylink Contributions.

CLAUSE 23 NO FURTHER INCREASES

The Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 24 TRAINING CONDITIONS

24.1 Study Leave

The District Council of Mount Barker promotes study, development and educational activities with the aim of meeting organisational needs such as enhancing productivity and effectiveness and personal needs such as increasing knowledge and career development.

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

- that such courses are appropriate to Local Government; and
- that the leave is approved by the employer

Where an employee is required by the Council to undertake a course of study or attend a training course, the Council shall on the satisfactory completion of each year, reimburse the employee 50% of all fees paid in respect of such course.

During the life of this Agreement, a Learning and Development Policy and Procedure will be developed that will preserve or improve the conditions stated above.



24.2 Staff Training

Staff (group) training will be conducted in the employer's time. However, where this is not possible within the normal span of hours, training may be conducted outside normal hours and paid at normal rates of pay.

All training done outside of normal hours will be done through mutual agreement between the employer and the employees concerned.

CLAUSE 25 FLEXIBLE WORK ARRANGEMENTS

25.1 Rostered Days Off (RDO)

- The parties agree that in the operation of these flexible working hours, the most important factor will be to ensure that the requirements of effective customer service are maintained.
- Ordinary hours of work are 76 hours per fortnight within the span of 6:00am to 6:00pm Monday to Friday. Ordinary working hours shall be 7:00am to 4:00pm for 7 days and 2 days from 7:00am to 3:45pm, as long as it is safe to do so, with a 30 minute meal break Monday to Friday, nine days per fortnight (except for exemptions under Clause 6.1.2 of the Local Government Employees Award). An RDO is generally taken on a Friday or as otherwise mutually agreed.
- Where an RDO (scheduled fortnightly day off) falls on a public holiday the RDO will be moved to the following day or as per agreement.
- Alternate working hours to meet the operational requirements of the Council and/or the personal requirements of the employee may be put in place by mutual agreement between the employee and employer. All agreements will be put in writing.
- Employees who work their scheduled fortnightly day off work will have the time banked, on a time for time basis.
- All banked RDO hours are not to exceed 38 hours. These hours are to be taken as agreed between the employee and supervisor.
- Consent to take any accrued leave in a single or multiple days will not be unreasonably withheld unless there are pressing operational needs.
- On the request of the employee, banked time can be paid out at ordinary time rates.

25.2 Time in Lieu Arrangements

- Employees whose normal hours are 8.5 (8.25) per day may be required to work an additional 2 hours on any given day as requested by their



supervisor. These 2 hours may be paid at the rate of time and a half, or time accrued at the rate of time for time.

- Through mutual agreement where an employee works in excess of 10.5 (10.25) hours on any one day, overtime rates apply after the 10.5 (10.25) at the rate of double time. (Refer to table) For the life of this agreement, payment at penalty rates is the only option in respect to working in excess of 10.5 (10.25) and TOIL does not apply.

T= Time; T1 = Ordinary Rate; T1 ½ = Time and a half; T2 = Double time

| Hours Worked | TOIL Accru al | \$T Overtime | Paid |
|---------------------------|---------------|--------------|------|
| 0-8.5 | T1 | T1 | |
| 8.5-10.5 by instruction | T1 | T1 ½ | |
| 10.5+ by mutual agreement | NA | X2 | |

- 24 hours' notice will be given where possible prior to working the additional hours, except where the additional hours are required on the same given day.
- The Time off in lieu (TOIL) credits will be shown fortnightly on pay advice slips.
- Accrued TOIL should be taken at the earliest possible date and by mutual agreement with the supervisor and is not to exceed 76 hours at any given time. All TOIL credits should be exhausted by the 30th June each year. Employees may arrange, by mutual agreement, to carry forward to the new financial year up to 76 hours of TOIL, (provided that it is taken in a single block in that following financial year) by completing a standard application form to apply for variation.
- A 15 minute afternoon paid break shall be given to any employee who works beyond their normal working hours of 8.5 (8.25) in accordance with the Award.
- Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.

25.3 On-call Availability Allowance

- This clause applies to any employee who may be instructed/rostered to be available for recall to work outside of his/her normal working hours, by mutual agreement.
- For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal



working hours. Where a lesser state of readiness is required by the employer, the provisions of the Award shall apply other than where such arrangements are mutually agreed by the employer and the employee.

- An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10 per cent of the employee's normal hourly rate for each hour or part thereof that the employee is required to be on call.
- An employee instructed to carry out availability duty shall ensure their availability. They must ensure that they are not, by the consumption of alcohol or a drug or due to any other condition, in such a state that they are unable to perform their normal range of duties and/or endanger the employee's own safety at work or the safety of any other person. In the event of any of the aforementioned circumstances the employee must immediately notify their supervisor or manager.
- A continued lack of availability will initiate a discussion with Management and a suitable remedy actioned.

25.4 Call Outs

- Employees recalled to work will be paid a minimum of 2 hours at time and one half provided this recall is within the span of working hours as outlined in the Award. All time worked in excess of 2 hours will be paid at double time.
- Employees recalled to work outside the span of working hours shall be paid in accordance with the Award.
- The Consultative Committee will during the life of this agreement establish a callout roster to ensure that work is undertaken on a shared basis. The call out roster will be reviewed on an annual basis.

25.5 Part-time Employment

- Part-time employees may increase their hours of work to a maximum of 76 hours per fortnight without incurring overtime rates. An increase in hours shall be by agreement with the employee and relevant Manager.
- Part-time employees shall accrue leave entitlements and be paid the Super Guarantee Levy for all hours worked up to 76 hours per fortnight.
- Where practical, part-time employees will be offered additional hours before casuals or temporary employees are engaged.
- Consideration will be given to job share arrangements, taking into account operational requirements.



25.6 Labour Hire Agencies

- In the interest of workplace harmony, the parties agree that all workers performing a role for the Council shall be treated equally in terms of remuneration at the appropriate grade as per Appendix A and allowances listed in clause 21.1. In accordance with Council's commitment to provide secure employment for its staff and the general principles underlying the Agreement, the Council will ensure that where labour hire agency workers are required in accordance with clause 9.5, they will receive a wage no less than that which a directly employed staff member would receive.

25.7 Mixed Duties / Higher Duties

- Provisions for mixed duties and higher duties are in accordance with the Award with the additional provision of higher duties being applied to levels 9 and 10 as per the classification and remuneration levels in Appendix A.

CLAUSE 26 TYPES OF LEAVE

26.1 Annual Leave

- Annual leave will be taken at a mutually convenient and agreed time between the employee and Manager.

26.2 Personal Leave

- Council acknowledges the relationship of work and family and the importance of providing flexibility to the employee, to increase productivity and reduce absenteeism.
- Full time employees accrue 76 hours of sick leave per annum on a fortnightly basis (part-time employees accrue pro-rata) Unused personal leave will be carried forward to the next year.
- Employees are entitled to be paid for personal leave for:
 - Any genuine purpose relating to his/her ill health and its prevention (appointments with health care professionals intended for intervention not ongoing maintenance appointments)
 - Any genuine purpose relating to ill-health or where care and/or support is required to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member. A member of the employee's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.



- Any genuine urgent situations where planning in advance to take another form of leave was not foreseeable.
- Employees may take the number of days required (subject to accrued entitlements held by the employee) to recover from illness or provide care and support to ill family members.
- Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.
- Council reserves the right to request an employee who is absent due to personal illness for three (3) consecutive days or more to provide a medical certificate indicating the date on which an employee is fit to resume duty.
- Personal leave cannot be used as a supplement to any other leave type for personal activities where an employee would normally use another leave type (e.g. time in lieu) or where the activity can be undertaken outside of normal working hours.
- Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.
- In circumstances where it is found that an employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the employee may be required to provide a medical certificate for ongoing absences where:
 - An employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (above) on more than two occasions
 - Where an employee has been counselled about their behaviour and continues to engage in inappropriate behaviour
 - Council has a valid reason (e.g. pattern of absences from work)
- In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.
- In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.
- Where evidence for an absence is required, the employee may provide either a medical certificate (including, the date on which an employee is fit to resume duty), or a Statutory Declaration or another form of advice



that can reasonably substantiate the reason for the absence to Council's satisfaction.

- This clause will be read in conjunction with Clauses 7.2 Sick Leave and 7.5 Carers Leave of the Award.

26.3 Long Service Leave

- Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) and organisational policy (as amended from time to time)
- The following principles underpin any organisational policy:
 - Long service leave must be taken within two years of the 10 year entitlement becoming due.
 - An employee may be able to defer the taking of all or part of the 10 year entitlement, provided that is taken in full within four years of the 10 year entitlement becoming due.
 - Every subsequent five (5) years, all long service leave must be taken within the following twelve (12) months of the five year anniversary or within two years by agreement.
- An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service.
- The minimum period for taking long service leave is generally two weeks. By agreement with their manager, an employee may request one week of long service leave. The decision to approve the shorter period will be based on the employee's needs, other leave available to the employee and the business needs.
- By agreement, an employee may take all or part of their long service leave at half pay thus doubling the period of long service leave taken (e.g. an employee could access six weeks of long service leave at half pay thus enabling that employee to have a period of 12 weeks leave.
- Alternatively, by agreement an employee may take all or part of their long service leave entitlement at double pay thus halving the period taken. (e.g. an employee could access six (6) weeks long service leave at double pay therefore shortening the actual period of leave taken to three (3) weeks.
- The application and approval of long service leave will be subject to the following conditions:
 - Written application to the relevant manager



- A minimum of 60 days' notice is provided prior to the proposed leave date, or lesser notice as agreed between the employee and employer
- Approval will be based on consideration of organisational requirements, including other employees taking leave at that time
- If applying for leave at half pay, that the extended absence from work can be accommodated within the department and organisation.
- Permanent fulltime employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the amount applicable at the time of the reduction in their hours of work. Accrual from this point will be at the part time rate as agreed.
- Agreement to these provisions will not be unreasonably withheld.

26.4 Purchased Leave

Purchased Leave is available as per Council policy.

26.5 Special Leave without Pay

- Council recognises that employees may require access to additional leave.
- Employees may apply for special leave without pay.
- The application and approval of special leave will be subject to the following conditions:
 - An application to the relevant General Manager stating the reason and period of leave sought.
 - Reasonable notice (three months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
 - All paid leave entitlements (excluding personal leave) have been used or planned for use.
 - A minimum of twelve (12) months service or exceptional circumstances.
 - The leave may be taken at the end of any other category of paid or unpaid leave.
 - Employees may access up to twelve (12) months special leave.



- No superannuation contribution will be made by the Council during their period of the special leave.
- While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
- A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified staff to replace the applicant.
- Special leave will not be unreasonably withheld. Reason to justify the decision to reject the leave will be provided.

26.6 Community Services Leave

- Employees, including casual employees, can take community service leave for certain activities such as:
 - voluntary emergency management activities
 - jury duty (including attendance for jury selection)
- With the exception of jury duty, community service leave is unpaid.
- An employee engages in a voluntary emergency management activity if:
 - the activity involves dealing with an emergency or natural disaster
 - the employee engages in the activity on a voluntary basis
 - the employee was either requested to engage in an activity, or it would be reasonable to expect that such a request would have been made if circumstances had permitted
 - the employee is a member of, or has a member-like association with a recognised emergency management body.
- A recognised emergency management body is:
 - a body that has a role or function under a plan that is for coping with emergencies / natural disasters (prepared by the Commonwealth or a state or territory)
 - a fire-fighting, civil defence or rescue body
 - any other body which is mainly involved in responding to an emergency or natural disaster.
- This includes bodies such as:



- the State Emergency Service (SES)
- Country Fire Authority (CFA)
- the RSPCA (in respect of animal rescue during emergencies or natural disasters).
- An employee is entitled to take community service leave while they are engaged in the activity and for reasonable travel and rest time. There is no limit on the amount of community service leave an employee can take.
- An employee who takes community service leave must give their employer:
 - notice of the absence as soon as possible (this may be after the leave starts)
 - the period or expected period of absence.
- Council may request an employee who has given notice, to provide evidence that they are entitled to community service leave.

26.7 Blood Donor Leave

- An employee other than a casual shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of two separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Supervisor.
- Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours. Proof of such attendance shall be required to be produced, upon request by the Council.

26.8 Paid Parental Leave

- Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.
- Where an employee (excluding casuals), being the parent of the child, can demonstrate they are to be the primary care giver to the new born child, shall be granted parental leave on full pay for a period as detailed below.
- Parental leave provisions will be paid on the employee's average hours worked for the two (2) years immediately preceding the parental leave period (e.g. 1 year fulltime and 1 year part time or 2 years full time or part-time).



- Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
- Paid leave can only be accessed by one parent at a time.
- Paid parental leave of up to twelve (12) weeks will be paid in normal fortnightly payments, as either full weeks or half pay, from the commencement of the parental leave. Entitlements will apply as follows:

| | | |
|------------------------|-------------------|-------------------|
| After 1 years' service | 6 weeks full pay | 12 weeks half pay |
| After 2 years' service | 12 weeks full pay | 24 weeks half pay |

- Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.
- Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
- Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.
- Where the pregnancy of an employee terminates earlier, that 28 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease. If termination occurs after 28 weeks, a maximum entitlement of up to 4 weeks paid leave may be accessed.
- The parties acknowledge that employees can access Council's paid provision and any Federal Paid Parental Leave entitlement (if eligible) The employee must provide written advice as to whether he/she wishes to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).
- Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract unless the contract is renewed prior the expiry.
- This Clause will be read in conjunction with Clause 7.4 of the Award.

26.9 Paid Adoption Leave

- An employee, excluding casuals, who submits evidence to the satisfaction of the Council that they are an approved applicant for the adoption of a child, and will be the primary care-giver, shall be entitled to paid leave for a continuous period of up to twelve (12) weeks, as per the table above (clause 26.8), commencing from the date of placement of the child with the employee.



- Part-time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
- In extenuating circumstances, (e.g. overseas adoption) management will consider application of this section in full or part to employees who have a shared care-giver responsibility.

26.10 Paid Partner's Leave

- An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that they or their partner is pregnant and specifying the expected date of delivery or who produces evidence they have adopted a child, shall be granted paid partner's leave on full pay for a period to two (2) weeks coinciding with the arrival of the child through birth or adoption, or at the time the mother and child are discharged from the hospital provided that:
 - In the first instance, the employee will have a total of one (1) year continuous service at the time of taking the leave;
 - The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of partner leave;
 - Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such partner leave; and
 - Absence from work during paid Partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.



CLAUSE 27 SIGNATORIES

For and on behalf of the District Council of Mount Barker

.....
Andrew Stuart
Chief Executive

.....
Witness

.....
Date

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

.....
Branch Secretary

.....
Witness

.....
Date

APPENDIX A PAY RATES

| Classification | 20 September 2013 | 22 September 2014 - 3.5% | 22 September 2015 - 3.25% | 22 September 2016 - 3% |
|-----------------|----------------------|-----------------------------|------------------------------|---------------------------|
| Grade 1 | | | | |
| 1st year | \$890.88 | \$922.06 | \$952.03 | \$980.59 |
| 2nd Year | \$899.46 | \$930.94 | \$961.20 | \$990.03 |
| 3rd Year | \$907.88 | \$939.66 | \$970.19 | \$999.30 |
| Grade 2 | | | | |
| 1st year | \$920.09 | \$952.29 | \$983.24 | \$1,012.74 |
| 2nd Year | \$928.67 | \$961.17 | \$992.41 | \$1,022.18 |
| 3rd Year | \$937.09 | \$969.89 | \$1,001.41 | \$1,031.45 |
| Grade 3 | | | | |
| 1st year | \$949.96 | \$983.21 | \$1,015.16 | \$1,045.62 |
| 2nd Year | \$958.53 | \$992.08 | \$1,024.32 | \$1,055.05 |
| 3rd Year | \$966.95 | \$1,000.79 | \$1,033.32 | \$1,064.32 |
| Grade 4 | | | | |
| 1st year | \$988.60 | \$1,023.20 | \$1,056.46 | \$1,088.15 |
| 2nd Year | \$997.16 | \$1,032.06 | \$1,065.60 | \$1,097.57 |
| 3rd Year | \$1,005.59 | \$1,040.79 | \$1,074.61 | \$1,106.85 |
| Grade 5 | | | | |
| 1st year | \$1,013.33 | \$1,048.80 | \$1,082.88 | \$1,115.37 |
| 2nd Year | \$1,021.92 | \$1,057.69 | \$1,092.06 | \$1,124.82 |
| 3rd Year | \$1,030.32 | \$1,066.38 | \$1,101.04 | \$1,134.07 |
| Grade 6 | | | | |
| 1st year | \$1,034.46 | \$1,070.67 | \$1,105.46 | \$1,138.63 |
| 2nd Year | \$1,043.02 | \$1,079.53 | \$1,114.61 | \$1,148.05 |
| 3rd Year | \$1,051.46 | \$1,088.26 | \$1,123.63 | \$1,157.34 |
| Grade 7 | | | | |
| 1st year | \$1,055.49 | \$1,092.43 | \$1,127.94 | \$1,161.77 |
| 2nd Year | \$1,064.17 | \$1,101.42 | \$1,137.21 | \$1,171.33 |
| 3rd Year | \$1,072.59 | \$1,110.13 | \$1,146.21 | \$1,180.60 |
| Grade 8 | | | | |
| 1st year | \$1,075.01 | \$1,112.64 | \$1,148.80 | \$1,183.26 |
| 2nd Year | \$1,083.58 | \$1,121.51 | \$1,157.95 | \$1,192.69 |
| 3rd Year | \$1,092.01 | \$1,130.23 | \$1,166.96 | \$1,201.97 |
| Grade 9 | | | | |
| 1st year | \$1,133.22 | \$1,172.88 | \$1,211.00 | \$1,247.33 |
| 2nd Year | \$1,157.51 | \$1,198.02 | \$1,236.96 | \$1,274.07 |
| 3rd Year | \$1,181.86 | \$1,223.23 | \$1,262.98 | \$1,300.87 |
| Grade 10 | | | | |
| 1st year | \$1,206.21 | \$1,248.43 | \$1,289.00 | \$1,327.67 |
| 2nd Year | \$1,230.55 | \$1,273.62 | \$1,315.01 | \$1,354.46 |