

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	City of Charles Sturt Operations Enterprise Agreement No. 10 (2023)
Employer	City of Charles Sturt
Case number	ET-23-03680

Orders - Approval of Enterprise Agreement City of Charles Sturt Operations Enterprise Agreement No. 10 (2023)

I HEREBY APPROVE this Enterprise Agreement, along with the undertaking provided in respect of clauses 13.4 and 14.2 below, pursuant to section 79 of the *Fair Work Act 1994*.

“The Council undertakes that employees will be entitled to be paid for their overtime hours at the overtime rates set out in the Local Government Employees Award. Clause 13.4 of the Agreement does not purport that employees are not entitled to be paid overtime.

In relation to clause 14.2 of the Agreement, the Council undertakes that employees will not lose accrued time off in lieu even if the accrual exceeds 38 hours.”

This Agreement shall come into force on and from 9 October 2023 and have a nominal life extending for a period to 29 June 2026.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke.

Commissioner Rogers

09 Oct 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



IN THE SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

SAET Case No. ET-23-03680

Applicant: City of Charles Sturt

Section 79 of the *Fair Work Act 1994* (SA) – Approval of enterprise agreement

Undertaking – Section 79(9) of the *Fair Work Act 1994* (SA)

I, Paul Sutton, Chief Executive Officer, on behalf of the City of Charles Sturt (**the Council**) give the following Undertaking with respect to the City of Charles Sturt Enterprise Bargaining (Operations) Agreement No. 10 (2023) (**the Agreement**):

1. I have authority conferred on me pursuant to the *Local Government Act 1999* (SA) to provide this undertaking in relation to the application for enterprise agreement before the South Australian Employment Tribunal (**the Tribunal**) pursuant to section 79 of the *Fair Work Act 1994* (SA).
2. The Council undertakes that employees will be entitled to be paid for their overtime hours at the overtime rates set out in the Local Government Employees Award. Clause 13.4 of the Agreement does not purport that employees are not entitled to be paid overtime.
3. In relation to clause 14.2 of the Agreement, the Council undertakes that employees will not lose accrued time off in lieu even if the accrual exceeds 38 hours.
4. This Undertaking is made in accordance with section 79(9) of the *Fair Work Act 1994* (SA) and is provided to address a concern raised by Commissioner Rogers in the application before the Tribunal, and will be attached to the Agreement if approved by the Tribunal.



Signature

Paul Sutton

Name

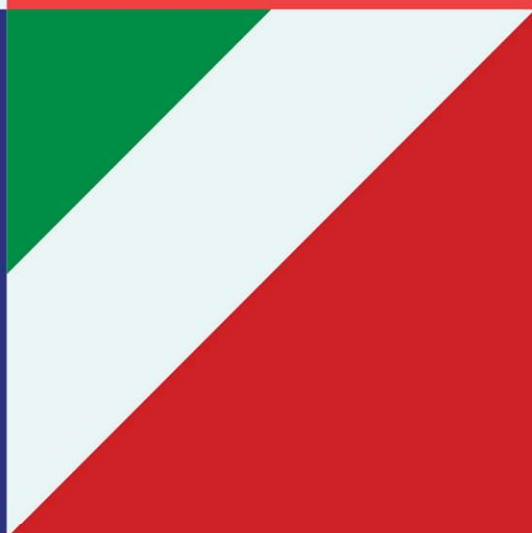
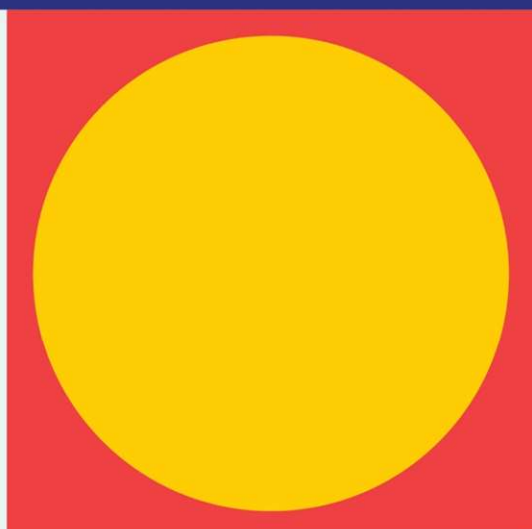
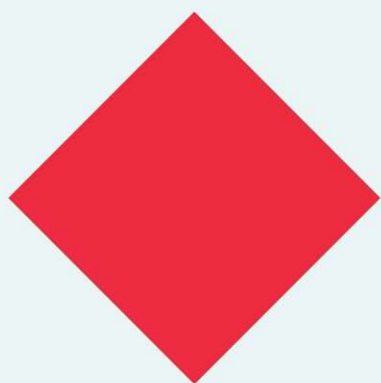
Chief Executive Officer

Title

03/10/2023

Date

OPERATIONS ENTERPRISE AGREEMENT NO.10 (2023)



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PART 1: ABOUT THIS AGREEMENT

1. TITLE

- 1.1 This Agreement will be referred to as The City of Charles Sturt Operations Enterprise Agreement No. 10 (2023).

2. APPLICATION

- 2.1 This Agreement applies to The City of Charles Sturt (the employer); the Amalgamated AWU (SA) State Union in respect of its members employed at The City of Charles Sturt; and all employees of The City of Charles Sturt who are employed pursuant to the Local Government Employees Award.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement commences from 29 June 2023 and will remain in force for a period of 3 years until 29 June 2026.

4. RENEGOTIATION OF AGREEMENT

- 4.1 During the final six months of the period of this Agreement, negotiations will commence on the next Enterprise Agreement.

5. RELATIONSHIP TO AWARD AND OTHER ENTERPRISE AGREEMENTS

- 5.1 This Agreement is to be read in conjunction with the Local Government Employees Award ("the Award"), provided that where there is any inconsistency this Agreement will take precedence.
- 5.2 This Agreement supersedes all previous City of Charles Sturt Enterprise Bargaining (Operations) Agreements up to and including the City of Charles Sturt Enterprise Bargaining (Operations) Agreement No 9 (2020).

6. RELATIONSHIP TO CITY OF CHARLES STURT POLICIES

- 6.1 This Agreement is read in conjunction with the City of Charles Sturt policies and procedures as they exist from time to time. Where there is any inconsistency between this Agreement and Council policy, this Agreement will prevail.

7. NATURE OF AGREEMENT AND NO EXTRA CLAIMS

- 7.1 During the period of operation of this Agreement there will be no further wage claims sought, or granted, except for those provided under the terms of this Agreement.
- 7.2 This Agreement does 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.

8. AIMS

- 8.1 This Agreement aims to facilitate best practice services to the community and to increase benefits to our stakeholders (the community of The City of Charles Sturt).
- 8.2 Acting in accordance with the Local Government Act 1999 and council policies, Council will continue to remove impediments to our committed, skilled and responsive employees to enable them to provide services on a cost-effective basis. Where there is any inconsistency between council policy and this Agreement, this Agreement will prevail.
- 8.3 By maintaining and enhancing a spirit of partnership between management, employees and the union through the Consultative Committee, we will encourage and facilitate:
- 8.3.1 A model workplace in which employees are able to achieve their full potential and benefit from the success of their efforts;
- 8.3.2 The acceptance and integration of our Organisational Values:
- Passionate
 - Courageous
 - Caring
 - Progressive
- 8.3.3 The maintenance of principles of fairness and equity;
- 8.3.4 Sustainable employment for employees;
- 8.3.5 A culture of continuous improvement;
- 8.3.6 The provision of a quality service that is delivered on time and within budget to our customers and the community; and
- 8.3.7 A safe work environment and work practices.

9. EMPLOYMENT SECURITY

- 9.1 The City of Charles Sturt is committed to the maintenance of a permanent workforce.
- 9.2 No forced redundancy will apply for the life of this Agreement.
- 9.3 No forced redundancy means that management will not select employees for redundancy.
- 9.4 The priority will be on the processes outlined in this Agreement.
- 9.5 This means seeking voluntary separations or alternative employment in preference to an involuntary separation.

10. MATTERS FOR REVIEW

Classification Structure Review

- 10.1 The Parties recognise that the classification structure may no longer be suitable to the changing needs of the Council. The Parties agree that during the life of this Agreement, the following matter will be reviewed.
- 10.2 The Parties agree that during the life of this agreement, a Classification Methodology and Structure Review, led by the Manager People and Culture, will be undertaken. The review will initially involve the development of a project plan that will be provided to the Consultative Committee detailing the scope, required resources, proposed timelines, and activities and tasks to be completed as part of the review. The employer will provide updates on the progress of the review to the Consultative Committee. Any recommendations from the review will be referred to the Consultative Committee for consideration, comment and agreement. Any recommendations agreed to by the Consultative Committee during the life of the agreement may be introduced as an amendment to the Agreement.

Inclement Weather – Airconditioned Cabins

- 10.3 For the purpose of determining the suitability and safety of employees continuing to work when the temperature is between 37.5 to 41 degrees and the employee is operating plant and equipment with an airconditioned cabin, the Parties agree that during the life of this agreement, a working party led by the Manager Field Services will undertake risk assessments of such plant and equipment. The assessments will include the Fleet Manager and a Field Services Health and Safety Representative. The assessment results and decisions on each equipment type will be communicated to the Consultative Committee and AMS Safety Working Party. Any decisions agreed to by the Consultative Committee during the life of the agreement may be introduced as an amendment to the Agreement.

Key Performance Indicators (KPI's)

- 10.4 To support a high performing workforce and the potential introduction of remuneration linked KPI's, the Manager Field Services will lead a project modelling how KPI's would operate for employees covered by this agreement. The project will include consultation on the agreement of the KPI's and reporting of performance results against the KPI's. Any recommendations from the modelling project that are agreed to by the Consultative Committee during the life of the agreement may be introduced as an amendment to the Agreement.

PART 2: COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

11. EMPLOYEE RELATIONS PROCESS

- 11.1 To achieve our goals we recognise the need to work together.
- 11.2 Employees will be involved in the process of change where that change is likely to have an impact on the workplace and their jobs. This will be achieved through the Consultative Committee.
- 11.3 The Consultative Committee will consist of an agreed number of employer and employee representatives and the Amalgamated AWU (SA) State Union.
- 11.4 The role of the Consultative Committee is:
- 11.4.1 To facilitate the flow of information between The City of Charles Sturt and its employees.

- 11.4.2 To facilitate the process of consultation on proposed change and workplace issues.
- 11.4.3 To review and monitor the operation and implementation of this Agreement.
- 11.4.4 To review work practices to ensure outcomes are in accordance with corporate business plans.
- 11.5 After consulting with employees and taking into account their views, management will determine the most appropriate course of action and advise the employees affected.

12. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 12.1 The purpose of this procedure is to resolve all matters of grievance and dispute. When the Dispute Resolution Procedure is being utilised, the status quo will apply.
- 12.2 At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.
- 12.3 The following will apply when an employee and their immediate leader are unable to resolve a dispute:

Stage One

The employee/s and/or workplace representative will contact the relevant Manager/Coordinator and attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee/s and the workplace representative, and if requested the Union Official, will meet with the Manager/Coordinator, and if necessary the Manager People and Culture or delegate.

Stage Three

If the matter is not settled at Stage Two, the employee/s and the workplace representative, and if requested the Union Official, will meet with the employee/s, the General Manager and the Manager People and Culture.

Stage Four

If the matter is not settled at Stage Three the Chief Executive will meet with the employee/s, the Union Official if requested, the Manager People and Culture and the General Manager.

Stage Five

If the matter is not settled at Stage Four, the Manager People and Culture, the employee/s and the employee/s workplace representative or the Union Official will seek resolution through the South Australian Employment Tribunal.

- 12.4 The processes contained in each stage should be completed as soon as practicable to ensure an expedient resolution, with intention for the matter to be resolved within 20 working days of the issue being raised at Stage One to ensure its expedient resolution.

- 12.5 This procedure is not intended to preclude ultimate access by either party to the South Australian Employee Tribunal for conciliation or arbitration purposes.

PART 3: WORKING ENVIRONMENT

13. HOURS OF WORK

- 13.1 In order to realise operational efficiencies, flexible hours will be worked.
- 13.2 Standard working hours are 76 hours per fortnight over nine days. The span of ordinary hours is between 6.00 am and 7.00 pm Monday to Friday, not exceeding 10 hours per day, nine days per fortnight. Award penalties will apply to any ordinary hours worked outside this span of hours.
- 13.3 Following consultation, an employee's team may agree to vary rosters outside the span of ordinary hours as determined by seasonal peaks or periods of operational need determined by the Coordinator/Team Leader.
- 13.4 All hours worked over 76 hours per fortnight are subject to Award provisions. Overtime will not be accrued.
- 13.5 To facilitate a clear understanding of hours to be worked, a schedule will be reviewed and completed on a team basis and agreed with the Coordinator/Team Leader.

14. TIME OFF IN LIEU FOR HOURS CREDITED

- 14.1 Hours credited to an employee for additional hours worked during agreed times will be taken as time off in lieu (TOIL) of a future requirement to work ordinary hours. Overtime worked may, by agreement, be taken as TOIL. TOIL is calculated at the appropriate penalty rate for the time worked unless other arrangements are agreed to on Mondays to Fridays. Where the Council requests an employee to work a Rostered Day Off, TOIL will continue to accrue at penalty rates.
- 14.2 At the start of each agreed period, management and the employee will agree when TOIL is to be taken. A maximum of 38 hours TOIL can accrue at any time to an employee. Any accrual in excess of 38 hours must be agreed in writing between the employee and their Team Leader. Failure to do so may result in the employee losing their entitlement to the hours that are in excess of 38. Employees will be notified of their individual TOIL balances on a monthly basis.
- 14.3 In the event that an employee goes into a negative accrual of TOIL, (ie. the employee owes hours to Council) the maximum negative accrual will be 38 hours, unless written approval is given by the employee's Leader.
- 14.4 All negative accruals must be cleared by 30 June annually or at a time thereafter as agreed in writing. Clearing of negative accruals may include working off lost hours on a normal RDO. Failure to clear the negative accrual bank by 30 June annually will result in the hours owed to Council being deducted from the employee's next fortnightly pay.
- 14.5 In the event that an employee leaves the employment of Council, any negative TOIL accrual will be deducted from the employee's final payment.
- 14.6 The taking of TOIL must be approved prior to the leave being taken. Failure to obtain approval will result in loss of pay for that time.

- 14.7 Where an employee has a positive TOIL accrual, the employer may choose to clear the TOIL bank on 30 June annually. In such cases, this time will be paid to the employee at double time.

15. WORKING FLEXIBLY

- 15.1 The City of Charles Sturt acknowledges and recognises the mutual benefit of flexible working for employees. Our workplaces and the way we work demonstrate and ensure our commitment to customer experience excellence, productivity and our commitment to providing employees with opportunities to balance their working and personal lives.
- 15.2 Working flexibly at the City of Charles Sturt is underpinned by the following principles:
- Customer experience excellence is our commitment;
 - Connection, communication and collaboration;
 - Productivity levels that reflect a high performing organisation;
 - Trust and flexibility to balance business and individual needs;
 - Our success is measured by behaviour and outcomes; and
 - Efficient use of resources and value for money.
- 15.3 All employees are eligible to apply to their leader in writing to participate in a flexible work arrangement. Participation is voluntary and at the request of the employee, and will be considered by management based on operational requirements and the Working Flexibly principles. Where employees work as a part of an operational team, the operational requirements will also assess the ability for the team to function effectively under any flexible work arrangement requested.

16. FIXED TERM CONTRACTS

Application

- 16.1 An applicant for a position may be offered a fixed term contract when the position is:
- for a project of finite duration or to carry out a set of tasks of finite duration; or,
 - to replace a person on extended leave or to temporarily fill a position vacated by a permanent employee; or,
 - externally funded; or,
 - following consultation with the Consultative Committee, to pilot or trial a revised organisational structure.

- 16.2 Fixed term contracts will not apply to existing permanent positions that are expected to continue to be of an indefinite duration.

Conditions of Engagement

- 16.3 A fixed term contract will contain the following provisions:
- The term of the contract will be for no longer than 3 years.
 - The incumbent may terminate the contract by giving the Council a minimum of 4 weeks' notice.
 - Council must give the incumbent a minimum of 4 weeks' notice of its intention to renew or not to renew the contract.

- 16.4 Where there is external funding for a position, the duration of the fixed term contract will match the duration of the external funding. An exception to this will occur where there is project work within the funding period that does not require work for the entire period of funding.
- 16.5 A further contract of employment may be offered, providing that the total duration of the contract, including extensions, will not exceed 36 months. Thereafter the conditions of Entitlement to Continued Employment set out below will apply.

Entitlement to Continued Employment

- 16.6 Where Council decides that a position is required beyond the initial term of the contract, the incumbent has the right to renew the contract. Where additional funding from an external body is provided, and if the position is extended, the incumbent has the right to renew the contract. This right is subject to the employee's satisfactory performance in the position during the initial contract period.
- 16.7 Where the position is internally funded, the position will be made permanent if the position continues beyond a 36 month period.
- 16.8 Where Council decides to make the position permanent, the position may be advertised to ensure the best field of applicants are attracted. Where the incumbent has been in the position for 36 months, they will have the first option to secure the position, subject to satisfactory performance in the position.
- 16.9 A permanent employee may be engaged on a fixed term contract. In this case the permanent employee can return to their substantive position when the fixed term contract ends. In such cases, the secondment of a permanent employee will be reviewed by the Consultative Committee on an annual basis.

Criteria and Review

- 16.10 Council will complete a personnel requisition document indicating that the criteria for the fixed term contract have been satisfied. A copy of the document will be made available to the Amalgamated AWU (SA) State Union representatives on request.
- 16.11 The Consultative Committee will be given an updated list every three months of all employees engaged on fixed term contracts.
- 16.12 Subject to consultation and agreement with the Consultative Committee, Council may disregard the criteria for fixed term contracts where there are extenuating circumstances.

17. PROBATIONARY PERIOD

- 17.1 The Council may engage new employees on a probationary period of up to six (6) months. During the probationary period, employees will be provided with feedback on their work performance and suitability for employment.

- 17.2 If during the probationary period an employee is deemed unsuitable for reasons of unsatisfactory work performance, the employee's employment may be terminated if:
- (i) The Council is satisfied that the employee has been reasonably counselled; and
 - (ii) The employee is provided with a period of notice of one (1) week, payment for which may be made in lieu of notice.
- 17.3 If during the probationary period an employee is deemed unsuitable for reasons of serious or wilful misconduct, the employee's employment may be terminated if:
- (i) Prior to making a determination to terminate employment, the Council has provided the employee the opportunity to respond to the matter; and
 - (ii) The Council may, at its absolute discretion, terminate without providing a notice period to the employee as a summary dismissal.
- 17.4 An employee will be notified in writing upon the successful completion of the probationary period.
- 17.5 For new employees who were most recently engaged with Council through labour hire agency, no probationary period will apply when:
- (i) The individual was working on a consistent basis for a period of at least 12 months and the Council has been able to make an assessment regarding suitability for employment; and
 - (ii) The position to which they are employed, and the nature of duties is at the same or lower classification level, and of similar function.

18. PART-TIME WORK

General

- 18.1 All employees are eligible to apply to work on a part-time basis. No full time employee will be forced to work part-time. It is not intended that the creation of part-time positions will be a mechanism for the reduction of resourcing levels. Conversion to part-time will generally be at the request of the employee.
- 18.2 There is no guarantee that a request to work part-time will be met with a reduction in hours. All applications for conversion to permanent part-time employment will be given fair and reasonable consideration.
- 18.3 The number of part-time employees should not exceed more than 10% of the number of full-time employees, unless agreed to by the parties.

Part-time Hours

- 18.4 An employee employed on less than a full-time basis may be engaged as a part-time employee.
- 18.5 Where a part-time employee agrees, the employee may work up to 38 hours per week within the normal span of hours without attracting overtime. All work performed in excess of 38 hours per week will be paid at the appropriate overtime rate and work performed outside of normal span of hours will attract the appropriate penalty rate.

18.6 Part-time employees will be employed for not less than 12 hours per week and less than 38 hours per week on a regular basis.

18.7 The employee will be given a minimum of 24 hours' notice of Council's requirement to work additional hours. If the additional time falls on a day the employee is working, the minimum time to be worked will be 1 hour. In the case of a day where the employee is not working the minimum time to be worked will be 3 hours.

18.8 Part-time employees working outside of their normal span of hours will be paid overtime rates.

Part-time Work Agreement

18.9 This Agreement has no effect on part-time work arrangements already in place.

18.10 By agreement in writing between an employee and the relevant Manager, an employee may reduce their working time in accordance with the Award.

18.11 The position may be reduced to part-time in accordance with relevant award provisions relating to notification of change.

18.12 The agreement for part-time work will be in writing and shall cover:

- total hours to be worked
- days of the week on which work is to be performed
- span of hours within which daily work is to be performed
- any requirements to provide additional hours for relief work in the section or for any other purpose
- provision for a return to full-time hours at a later date, if applicable.

18.13 Where two or more employees agree to work such hours which result in the full discharge of the requirements of a single position then the specific requirements of each worker to provide relief for the other will form part of the agreement.

18.14 As a general principle the normal remuneration and conditions of employment will apply on a pro-rata basis in the proportion of actual hours worked to normal full-time hours for the type of work involved.

18.15 The classification level of a position worked on a part-time basis will be the same as if that position had been worked on a full-time basis.

19. LABOUR HIRE

19.1 Labour hire agency employees may be engaged to cover the following situations:

- Replace employees on leave or extended absence from duty; or
- Undertake seasonal or other short term project work; or
- Undertake project work where Council is unable to resource its work from within existing resources; or
- Replace existing employees temporarily assigned to undertake project work; or
- Short term placements to cover peaks in workload, or until the recruitment and selection process is completed for a vacant position.

- 19.2 Where labour hire is engaged, Council will ensure that they are paid at the Award rate of pay plus 25% casual loading for the first two weeks. Thereafter, they will be paid the rates of pay provided in this Agreement plus a 25% casual loading; and that their other conditions of employment are also consistent with this Agreement.
- 19.3 Labour hire placements will be for no longer than 9 months. This may be extended following consultation with the Consultative Committee.

20. NOTICE OF TERMINATION

Notice of Termination by Employer

- 20.1 All decisions to terminate the employment of an employee must be in accordance with the relevant provisions of this Agreement.
- 20.2 Other than in instances of employees on a fixed term contract, voluntary separation packages, for matters of summary dismissal due to serious or wilful misconduct, and for employees under a probationary period, the employer must provide the following notice period to the employee to terminate employment.

Period of continuous service	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 20.3 In addition to this notice, employees over the age of 45 at the time of the giving of notice and with not less than 2 years continuous service, are entitled to an additional 1 weeks' notice.
- 20.4 Payment may be made in lieu of part, or all of the notice period.

Notice of Termination by Employee

- 20.5 Employees may resign from their employment at any time in writing to their leader by providing the following notice period:
- (i) Employees under a probationary period – at least one (1) weeks' notice.
 - (ii) Employees not under a probationary period:
 - a. Permanent employees – at least two (2) weeks' notice.
 - b. Fixed term employees – at least four (4) weeks' notice.
- 20.6 The notice period may be waived or varied by negotiation and mutual agreement.

21. AFTER HOURS CALLOUT

Background

- 21.1 The City of Charles Sturt is committed to maintaining a safe environment in the City for residents and ratepayers. To assist us provide this, an after-hours callout team has been established to provide an after hours response to unplanned or emergency matters that may arise.
- 21.2 From time to time there may also be a requirement for employees to be available at short notice to assist in responding to emergency events such as storms and floods. To assist in providing this service, provisions have been made for Reactive Emergency Callout Service.

Roster and Availability

- 21.3 There shall be two employees covered by this Enterprise Agreement rostered on each week of the year, known as the standby person and backup person. Both employees must make themselves available to respond to and attend callouts outside of Council's standard operating hours. If the standby or backup person are not available for their rostered commitment, they are to arrange cover with agreement from the relevant Workgroup Leader or Coordinator.
- 21.4 If there is no employee member covered by the Enterprise Agreement available to respond for the rostered commitment, the roster can be substituted by either a contractor or other Council employee member.
- 21.5 During the period that the standby and backup person are rostered, typically from 3.30pm and 6.30am Monday to Friday, and all hours of weekends and public holidays, they will receive an availability allowance for being on-call as specified in these provisions.
- 21.6 Availability of both the standby and backup person is taken to mean the ability to answer or return a telephone call within 15 minutes, to commence the journey to the site of a callout within 15 minutes, and to arrive at the site within 60 minutes. Employees rostered on the After Hours function are expected to comply with Council requirements including employee responsibilities of the associated Field Services After Hours Procedure.
- 21.7 An employee on the callout roster is required to have an accumulated break of at least 10 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. The employee will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 10 hours and the employee will suffer no loss of ordinary time hours. Should an employee be required to remain at work on the instructions of the City of Charles Sturt, the employee will be paid at double rates until released from duty and will not be required to attend for work until a minimum break of 10 accumulated hours has occurred.

Standby person

- 21.8 The standby person shall receive, in addition to the wages otherwise payable, an availability allowance of \$4.00 per hour for each week of being rostered. The availability allowance will be reduced for each hour that the standby person has not held themselves in readiness.
- 21.9 For each callout attended, the standby person will be paid in accordance with the actual time worked from the commencement of the journey to the callout at the appropriate penalty rate in accordance with the Local Government Employees Award and will commence.

- 21.10 Payment for attending a callout will be based on the employee's substantive position or ME7, whichever is higher.
- 21.11 The standby person will be provided with a vehicle equipped with appropriate emergency gear for commuter use and for use whilst the employee is attending a callout. Such use is to be strictly in accordance with the Council's Motor Vehicle Policy. A mobile phone for work use only will be provided.
- 21.12 The standby person is expected to use the Council supplied vehicle to attend callouts. In exceptional circumstances where the standby person elects to use their own vehicle to attend a callout or return to their residence to collect the Council-supplied vehicle, reimbursement may be claimed for kilometres travelled in accordance with the Award. Where reimbursement is sought, the employee will notify the relevant Workgroup Leader or Coordinator as soon as practicable. Claims for mileage or use of vehicle transport charges for collection of the Council-supplied vehicle should only occur in exceptional circumstances as it is acknowledged by the parties that the availability allowance is paid in recognition of the restrictions that it places on an employee's after work hours activities.

Backup person

- 21.13 The backup person shall receive, in addition to the wages otherwise payable, an availability allowance of \$2.00 per hour for each week of being rostered. The availability allowance will be reduced for each hour that the backup person has not held themselves in readiness.
- 21.14 For each callout attended, the backup person who attends a callout will be paid a minimum payment of 1.5 hours from the commencement of the journey to the callout at the appropriate penalty rate in accordance with the Local Government Employees Award. Where a person is required to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout ie. it is not a separate 1.5 hour minimum callout. The calculation of time worked for a callout shall commence from receipt of the call out notification.
- 21.15 Payment for attending a callout will be based on the employee's substantive position or ME7, whichever is higher.

Reactive Emergency Callout

- 21.16 Availability for Reactive Emergency Callout is voluntary.
- 21.17 Every effort will be made to provide advanced notice of the need for assistance from employees with the appropriate skills and expertise to be available for Reactive Emergency Callout.
- 21.18 The Reactive Emergency Callout employee shall receive, in addition to the wages otherwise payable, an amount equal to one hour of their normal hourly rate to hold himself/herself in readiness.
- 21.19 The minimum payment for callout, for the Reactive Emergency employee, shall be 3.0 hours and the appropriate penalty rate shall apply. Where a person is required to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout ie. it is not a separate 3 hour minimum callout. The calculation of time worked for a callout shall commence from receipt of the call out notification.

22. INCLEMENT WEATHER

We recognise the need to operate effectively during periods of inclement weather, whilst continuing to recognise the importance of WHS and the need to achieve the required budget, program and reactive task requirements.

Where practical, alternative work will be sought. In such instances an employee may be required to undertake duties outside of their norm but in general in accordance with the award.

22.1 Hot Weather

22.1.1 During hot weather, Employees required to work outdoors shall:

- Take frequent drinks of water.
- Wear/use approved personal protective equipment.
- Ensure works are carried out at a pace appropriate to the weather conditions.

22.1.2 When the forecast temperature is expected to exceed 35 degrees, consideration shall be given to, where practicable, implementing the following measures:

- Flexible working hours ie. commencing prior to the usual 7.00am start.
- When hot weather is forecast, work should be rescheduled to ensure that the more strenuous tasks are completed in the morning. Where rescheduling is not possible, all reasonable precautions should be taken to avoid excessive exposure.
- Rotation of Employees engaged in heavier tasks.
- Use of unscheduled breaks ie. if required regular short breaks of five to ten minutes duration may be taken out of the sun to avoid the possibility of heat stress.
- Altering the location of work.
- Where possible, provision of alternative work or training under weather shelters.
- Provision of sun shelters where practical.

22.1.3 Where the temperature reaches 36°, the following shall, where possible, be provided:

- Taking of additional hydration and cool down breaks.
- Review and rescheduling of duties.

22.1.4 Flexible working hours shall be used as an option wherever possible and practicable. Where programs or reactive tasks allow, work may commence prior to the usual 7.00am starting time and on completion of daily work requirements and hours, work will finish for the day without loss of TOIL or pay.

22.1.5 Outdoor work will cease at 37.5 degrees (as recorded by the Bureau of Meteorology at Adelaide – West Terrace / ngayirdapira), except for Employees working in conditions as covered by Clause 22.2.2, or on essential or emergency services/situations covered by Clause 22.4 of the Enterprise Agreement.

22.1.6 All remaining Employees will be instructed to be sent home for the remainder of the day as per Clause 22.2.1.

22.2 Hot Weather TOIL

- 22.2.1 Employees will be fully paid by Council for the first 21 hours lost to hot weather each financial year. Accordingly, on 1 July each year, each employee will be credited with 21 hours (Hot Weather TOIL). New Employees commencing after 1 July in any given year, will be credited with their 21 hours on their commencement date. Part-time Employees will receive a proportion of those hours on a pro rata basis.

These 21 hours can only be used when Employees are sent home under this clause and will not be carried over from year to year. The Hot Weather TOIL hours will not apply to instances of Employees electing to work overtime.

Once these 21 hours have been exhausted in a given financial year, Employees can access one of the following options:

1. Accrued TOIL
2. Annual Leave
3. Long Service Leave
4. Leave Without Pay
5. Request to stay at work in an airconditioned workplace and complete meaningful training or other duties where available.

Prior to being sent home under this clause, Employees are to ensure that the workplace is made safe and all customer service and administrative duties (eg. timesheets, work order administration) are completed.

- 22.2.2 Employees who are, or can continue work in airconditioned workplaces (buildings) will remain working and continue assigned duties in the airconditioned workplace.

22.3 Wet Weather

- 22.3.1 When wet weather prevents works being carried out for a continuous period of 3 hours, the following shall, where possible and practicable, be provided and accessed in the following order:

- Meaningful alternative duties including employee meetings
- Meaningful training

- 22.3.2 If the Employee chooses not to complete alternative duties, subject to approval of the relevant Coordinator, the Employee may finish work for the day and access accrued TOIL, Annual Leave or Long Service Leave.

- 22.3.3 When training or alternative duties are completed, and the wet weather is continuous, Employees will finish work for the day without loss of TOIL or pay. Where neither training nor alternative duties are available after 3 hours of continuous wet weather, TOIL may be accessed on a 50/50 basis.

- 22.3.4 If wet weather ceases while Employees are completing alternative duties, then Employees will return to normal duties where possible and safe to do so.

22.4 Essential/Emergency Services Situations

- 22.4.1 The operation of essential or emergency services shall continue as required following the cessation of work. However, a priority shall be given to rostering Employees

involved in essential or emergency services to ensure that they are not unduly subjected to inclement weather.

- 22.4.2 Accordingly, following the cessation of normal work, two Employees from the After Hours roster or, if no one is available one employee from Rapid Response, shall remain at work completing 'priority one' work orders or customer requests. The employee will be paid at their normal ordinary time rate, plus the Inclement Hot Weather Penalty, until their normal finishing time on that day. If, after leaving work at their normal finishing time, the employee is called back to work, the call out provisions contained in Clause 21 will apply.
- 22.4.3 To ensure equity and fairness, the employee required to remain at work under this clause shall be rotated from the list of Employees on the After Hours roster.
- 22.4.4 The conditions applying throughout the duration of a period of inclement weather (ie. hot weather or a period of wet weather) for a continuous period of 3 hours shall be monitored by the responsible Coordinator, Team Leader, Workgroup Leader and Field Leader to ensure that as far as practicable, the procedures laid out in this clause are adhered to.
- 22.4.5 Essential and Emergency Services are defined as:
- City Clean (public litter bin collection)
 - After Hours (emergency response function)
 - Beverley Recycling & Waste Centre
 - Emergency response activities as required (as determined by the Manager Field Services or General Manager Asset Management Services).

22.5 Inclement Weather Penalty

- 22.5.1 For time required to be worked in Hot Weather where the temperature is 37.5c or above, a Hot Weather Penalty of 50% on the ordinary time rate shall apply for the first 2 hours, and for any time greater than 2 hours working in the same conditions, 100% on the ordinary time rate shall apply.
- 22.5.2 Where rain has continued for three hours or more and work is still required to be performed, a Wet Weather Penalty of 50% on the ordinary time rate shall apply for the first 2 hours, and for any further work performed in the same conditions, 100% on the ordinary time rate shall apply.
- 22.5.3 The Manager Field Services or General Manager Asset Management Services may approve payment of the Hot Weather or Wet Weather Penalty on a case-by-case basis in instances that do not relate to Essential/Emergency Services situations, but where Employees are required to work in an inclement weather condition for an extended period to adequately close down a work site or complete works to the required safety and security standards.

23. TREE WATERING

23.1 It is agreed that watering rounds run as follows:

- Round 1 – 5am to 12pm
- Round 2 – 12.00pm to 7pm

23.2 Employees agree to work a 7-hour shift and will be paid for 8.5 hours to compensate for:

- No annual leave to be taken during the watering season
- RDOs to be accrued over the watering season
- Meal and tea breaks to be taken whilst the trucks are being refilled
- Continuation of work during periods of inclement weather

23.3 KPIs will be developed and agreed between the parties at the beginning of each watering season.

23.4 Employee placement in the Tree Watering team will be by mutual agreement between the employee and relevant leader.

PART 4: LEAVE

24. LEAVE

24.1 Annual Leave

- 24.1.1 Employees will continue to accrue annual leave on a fortnightly basis for each completed fortnight of service and they are able to take such leave accrued at a time mutually convenient to the employer and employee.
- 24.1.2 There is no requirement for an employee to wait until they have completed 12 months continuous service before taking any accrued leave. Any accrued leave loading will be paid on annual leave on termination.
- 24.1.3 Annual leave is to be taken at a time mutually convenient to the employer and employee within twelve months of the date of its accrual. Annual Leave is not to be accrued except in cases in which extenuating circumstances preclude an employee from taking their leave. Approval to carry over leave will be for no longer than two years after its accrual.

24.2 Personal Leave

- 24.2.1 Sick Leave entitlements shall accrue in accordance with the sick leave entitlements of the Award, and this accrued entitlement may be utilised for personal sickness or injury ("Sick Leave") or where an employee has the responsibility to provide care or support to a member of their immediate family or household in accordance with this clause ("Carer's Leave").
- 24.2.2 An Employee must make every effort to attend work on time. Where an Employee is unable to attend work on time for any reason, they must notify their Coordinator or Workgroup Leader before their rostered start time, unless impractical to do so due to extenuating circumstances.

Evidence requirements for sick/carers leave

- 24.2.3 Reasonable evidence, which may include a medical certificate or statutory declaration, that verifies an Employee's unfitness to work or perform their duties due to illness, injury, or for caring responsibilities, will be required for the relevant period (including commencing and concluding days), unless in applying reasonable managerial discretion different arrangements are agreed with an Employee on a case by case

basis. The circumstances in which evidence will be required is:

- (i) Where the leave is taken immediately prior to, or following:
 - a. a weekend or public holiday;
 - b. a period of pre-approved annual leave or long service leave; or
 - c. an Employee's rostered day off.
- (ii) For absences of greater than one day in duration.
- (iii) Where all of the Employee's accumulated sick leave entitlement is exhausted.

24.2.4 An Employee's application for sick leave may be refused if the Council is satisfied, on the balance of probabilities, on the basis of evidence, that the Employee was not unfit for work or to perform their duties for the period for which the leave has been claimed.

24.2.5 Where a leader is concerned regarding an Employee's sick/carer's leave pattern, despite any circumstances defined in 24.2.3 that may not require a medical certificate, the Council reserves the right to direct the Employee to provide a medical certificate from a registered health practitioner in lieu of other reasonable evidence for each future instance of sick leave taken.

24.2.6 Personal Leave can also be used to attend counselling provided by the Council's Employee Assistance Program or emergency situations involving child care, school or education issues (ie. situations where the centre/school cannot care for the child).

24.2.7 Personal Leave must not be used as a supplement to annual leave or Rostered Days Off or for personal activities that an employee would normally schedule for annual leave, RDOs or time outside of normal work hours.

24.3 Personal Leave in Advance in Extenuating Circumstances

24.3.1 For employees who are suffering from a life threatening illness or serious injury or situations of mental illness or domestic or family violence and have exhausted all of their personal leave entitlement, the General Manager will consider the granting of personal leave in advance on a case by case basis.

24.4 Carer's Leave

24.4.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

24.4.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

24.4.3 The entitlement to use sick leave for caring responsibility is subject to:

- (i) the employee being responsible for the care of the person concerned: and
- (ii) the person concerned is either:
 - a. a member of the employee's immediate family; or
 - b. a member of the employee's household.

24.4.4 The term "immediate family" is defined as:

A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

24.5 Bereavement Leave

- 24.5.1 An employee shall, on the death of an immediate family member, or any other person as agreed by the Portfolio Manager, be entitled, on notice, to leave up to and including the day of the funeral of such relation. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work.
- 24.5.2 If so requested, proof of such death shall be furnished by the employee to the satisfaction of the Council, provided that more favourable terms of leave will be granted by the Council if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 24.5.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

24.6 Long Service Leave

- 24.6.1 Council will abide by the terms of its Long Service Leave policy as amended from time to time.
- 24.6.2 In addition to the provisions of the Long Service Leave Act 1987 as amended, Employees covered by this Agreement are able to take their Long Service Leave on a pro rata basis after 7 completed years of service.
- 24.6.3 A minimum of one (1) day of Long Service Leave must be taken at any one time. A minimum of 28 days' notice must be given to the employer prior to the taking of leave.
- 24.6.4 Long Service Leave is to be taken at a mutually agreed time except that the balance remaining after ten (10) years' service must be taken within three years of the date of entitlement.
- 24.6.5 While Council encourages the taking of Long Service Leave by employees, the option of receiving payment in lieu of taking Long Service Leave, ie. 'cashing out', is available based upon the following:
 - a. The General Manager can approve 'cashing out' provided that funds are available within the budget and that the application meets the conditions of Council's Long Service Leave policy.
 - b. A minimum of 2 weeks and a maximum of 8 weeks will be approved per person per annum.
 - c. Subject to written agreement between the relevant General Manager and the employee, Long Service Leave may be taken at varying ratios (eg. twice the length of time at half pay, or half the time for twice the pay or any other agreed ratio).
 - d. To be entitled to "cashing out", the employee must have completed 7 years continuous service in local government.

- e. Only the Chief Executive has the authority to approve applications for 'cashing out' of Long Service Leave in special cases which do not meet the policy conditions.

24.6.6 An employee's entitlement to Long Service Leave will be based on the employee's average contracted weekly hours over the entitlement period.

24.6.7 The formula for calculating an employee's payment for Long Service Leave for the first 10 years' service will therefore be in accordance with the SA Long Service Leave Act.

24.7 Special Leave Without Pay

24.7.1 An employee seeking Special Leave Without Pay must do so in writing addressed to the relevant General Manager, stating reasons and period required.

24.7.2 The following criteria will be taken into account in endorsing/granting leave:

- a. That the leave can be for special circumstances ie. overseas travel, full time study, external job placements, personal traumas, extended caring responsibilities etc.
- b. That backup is readily available for the position.
- c. That all other leave has been exhausted ie. Annual Leave, Long Service Leave, Flexitime Accrual Balances, ATO / TOIL Accumulations.
- d. That the position can be left available to the employee until they return.
- e. That in the case of study leave and external job placements, the benefits to Council are identified.
- f. That every application will be treated on its merit.
- g. That leave be for a maximum period of 12 months.

24.8 Paid Parental Leave

- a. The intent of this provision is to provide the flexibility for either parent to assume the initial primary care giver role and aims to assist in minimising the impacts of parenthood upon career, income levels and balancing care requirements of young children.
- b. Employees may have access to and be eligible for two distinct types of paid parental leave – that provided for within the Australian Government's Paid Parental Leave Act, and that provided for and funded by the City of Charles Sturt within this clause.
- c. The City of Charles Sturt is committed to complying with its obligations under the Paid Parental Leave Act, and any Amendments to this Act. If an employee is deemed eligible for the Australian Government Parental Leave Scheme and requires the employer to process payments to the employee, the relevant Australian Government authority will advise the employer of the employee's eligibility and will specify to the employer the date any payments are to be made from.

Subsequent references to 'Paid Parental Leave' or 'Partner Leave' in this clause refer to the benefit funded by the employer.

24.8.1 Eligibility and general conditions for CCS Paid Parental and Partner Leave

- 24.8.1.1 An employee, other than a casual employee, shall be eligible for paid parental or partner leave, provided that:
- a. The employee has worked for the employer for a minimum of 10 months of the 13 months before the expected birth date of the child, except in the circumstance of premature birth, where the due date of the child(ren) would have ordinarily meant that the employee would have met this requirement.
 - b. Evidence is provided by a legally qualified medical practitioner confirming the pregnancy and due date of the child(ren), or in the case of adoption, long-term foster care or surrogacy, satisfactory evidence which demonstrates the responsibility of legal guardianship of the child(ren) and the date or anticipated date which this is to occur.
 - c. Written notification of the dates of leave are provided to the employer at least 10 weeks prior to the period of leave commencing, as well as a Statutory Declaration on the employer's standard form in the instance of accessing parental leave to be the Primary Carer.
 - d. In the instances of Adoption and Long-term Foster care, that the children are aged 5 years or younger.
- 24.8.1.2 Any leave without pay taken during the qualifying year will not count towards the qualifying period outlined in Clause 24.8.1.1 a.
- 24.8.1.3 An employee on a fixed term contract whose contract expires during a period of paid Parental or Partner leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 24.8.1.4 The CCS Paid Parental or Partner Leave period may begin as early as the commencement of the period of confinement (usually 6 weeks prior to the expected due date), or birth of the child(ren) if born prematurely. The employer may request a medical clearance if an employee requests to continue working during the confinement period.
- 24.8.1.5 Paid Parental or Partner leave must be taken in one consecutive block, and commence before the child is 12 months of age or in the case of adoption or foster care, within 12 months of the child being in the legal care of the employee.
- 24.8.1.6 Part-time employees who meet the eligibility criteria in Clause 24.8.1.1 a. will be paid on a pro-rata basis.
- 24.8.1.7 Any Public Holiday or other statutory holiday which may fall within the period of paid Parental or Partner leave period shall be counted as a day of such Parental leave.
- 24.8.1.8 Any period of paid Parental or Partner leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.

- 24.8.1.9 Any period of paid Parental or Partner leave under this clause are not in addition to the periods of unpaid Parental leave outlined in Clause 24.8.5 or the Award.
- 24.8.1.10 In the event that an employee applies, and is deemed eligible for, separate instances of Partner Leave and Parental Leave (Primary Carer) prior to the child(ren)'s first birthday, the maximum allowable payment is 12 weeks.
- 24.8.1.11 An employee may, in conjunction with their parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks, or a longer period if granted in line with Clause 24.8.1.

24.8.2 Parental Leave (Primary Carer) - Definition and Entitlement

A Primary Carer is defined as, the person who assumes the primary care role of the child(ren), which relates to the period of Paid Parental Leave applied for.

Where an employee is eligible for paid parental leave in accordance with Clause 24.8.1 they will be paid 12 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation.

The employee's partner must not be taking any simultaneous period of paid or unpaid parental leave as the 'primary caregiver' from their employer.

An entitlement of paid parental leave may be taken at half-pay upon application by the employee to the employer. In cases where this half pay/ double time option is chosen, the paid leave period will extend to a maximum 24 weeks. Accrual of leave entitlements in this case will also occur on a pro-rata basis.

24.8.3 Partner Leave – Definition and Entitlement

Partner leave is parental leave taken for the purpose of supporting the employee's spouse prior or after the birth or assumption of legal guardianship of a child(ren) (in the instances of adoption, long-term foster care and surrogacy) and is the only parental leave that may be taken simultaneously with parental leave taken by the Employee's spouse (where they are assuming the role of primary carer).

Where an employee is eligible for CCS paid partner leave in accordance with Clause 24.8.1 they will be paid 2 weeks' normal salary (excluding overtime, allowances or penalties) plus superannuation. CCS paid Partner leave must be taken as a continuous block, and commence before the child is 12 months of age or in the case of adoption or foster care, within 12 months of the child being in the legal care of the employee. This leave type is not available at half pay.

24.8.4 Special Paid Parental or Partners Leave

In the event that the employee or their partner experiences stillbirth of a child(ren) after 20 weeks gestation or infant death during the period of parental leave, CCS is committed to supporting its employees through these tragic circumstances. In these instances and where the employee meets the eligibility criteria set out in Clause 24.8.1, CCS will support the employee by offering 1 week of Special Paid Parental Leave. This is in addition to any Australian Government provision that the employee may also be entitled to access. Should a pregnancy loss occur prior to 20 weeks gestation, the employee may access sick leave or carer's leave, whichever is applicable.

24.8.5 Unpaid Parental Leave (Primary Carer)

- a) Clause 7.4.3 of the Award outlines the entitlement and eligibility requirements for unpaid parental leave. Where there is any inconsistency, the provisions of this Agreement shall apply.
- b) In order to balance work and parental responsibilities, an employee entitled to parental leave may request the employer to:
 - i. extend the period of simultaneous unpaid parental leave up to a maximum of 8 weeks (ie. leave that the primary carer and their partner would be taking simultaneously)
 - ii. extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months (ie. up to a maximum of 104 weeks from the commencement of the parental leave)
 - iii. return from a period of parental leave on a part-time basis until the child reaches school age.

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

24.8.6 Returning from Parental Leave

- a) Clause 7.4.13 of the Award outlines the rights and obligations of an employee when returning from a period of parental leave. Where there is any inconsistency the provisions of this Agreement shall apply.
- b) An employee will notify the employer of their intention regarding returning to work after a period of parental leave at least six weeks prior to the expiration of this leave.

24.8.7 Breastfeeding Support

Council is committed to supporting breastfeeding employees in their transition back to the workplace.

24.8.8 Keeping in Touch Days

The intent of this provision is to provide employees who are on parental leave to stay connected with their workplace and assist with their transition back to work.

24.8.1.1 Keeping in Touch Days

Keeping in Touch Days provide an opportunity for employees to keep in touch with their workplace and employment while on a period of parental leave.

An employee on parental leave, shall be eligible for Keeping in Touch Days in accordance with the Paid Parental Leave Act 2010 (and any Amendments to this Act), provided that:

- a. the employee and the relevant Manager agree on the work activities to be undertaken on a day or part of a day (1 hour or more)
- b. the day is not within 14 days of the date of birth or placement of the child to which the period of leave relates, if requested by the employee
- c. the day is not within 42 days of the date of birth or placement of the child to which the period of leave relates, if requested by the Manager.

24.8.1.2 Payment for Keeping in Touch Days

An employee who performs a work activity on a Keeping in Touch Day is entitled to payment in accordance with their contract of employment.

24.9 Community Services Leave

- 24.9.1 The intention of this provision is to support employees to undertake Community Services duties by providing employees the opportunity to demonstrate social responsibility and make a valuable contribution to the community.
- 24.9.2 An employee is entitled to be absent from their employment for the time that the employee is engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity if the absence is reasonable in all the circumstances.
- 24.9.3 All employees including casual employees are eligible for up to 10 days unpaid leave upon approval from their Manager to participate in a recognised emergency management initiative.
- 24.9.4 Employees may voluntarily elect to take their annual leave, TOIL, long service leave for absences on Community service upon mutual agreement with their Manager.
- 24.9.5 A recognised emergency management body is a body, that has a role or function under a plan that is for coping with emergencies and/or disasters declared by the Commonwealth, a State or a Territory.
- 24.9.6 This would include bodies such as the State Emergency Service (SES), Country Fire Authority (CFA) or the RSPCA (in respect of animal rescue).

24.10 Defence Service Reserves

- 24.10.1 The City of Charles Sturt will support Reservists to undertake all types of Defence service, including attendance at peacetime training activities by providing unpaid leave.
- 24.10.2 Employees may voluntarily elect to take their annual leave, TOIL, long service leave for absences on Defence service upon mutual agreement with their Manager.
- 24.10.3 Up to six weeks of ADF Reserve service leave per year is treated as unbroken service for the purpose of calculating accrued leave (eg. Annual Leave, Long Service Leave, Sick Leave, etc). The six weeks can be made up of a single block or a number of occasions.

25 FAMILY AND DOMESTIC VIOLENCE SUPPORT

- 25.1 The City of Charles Sturt recognises the potentially devastating impact that family and domestic violence can have on the lives of those who experience it, including their capacity to work and their financial security. The City of Charles Sturt is committed to supporting employees who experience family and domestic violence and providing a workplace environment that enables flexibility in times of need.
- 25.2 Where an employee is experiencing family and domestic violence, the employee will have access to 15 days per financial year of paid special leave, non-accruable of subsequent years.
- 25.3 In situations where leave is approved, it will be in addition to existing leave entitlements and may be taken in consecutive days, single days or as a fraction of a day.
- 25.4 There is no requirement to have exhausted other leave entitlements to access leave. Approval is subject to approval by the General Manager in consultation with the Manager People and Culture.
- 25.5 Leave may be utilised to attend medical appointments, legal proceedings and other activities required in relation to their situation.
- 25.6 In some instances, proof of family and domestic violence may be required in the form of documentation from Police Services, Courts, a Lawyer or medical certificates as applicable.
- 25.7 To provide support to an employee experiencing family and domestic violence the Employee Assistance Program is available to the employee and their immediate family for confidential counselling or psychology support.
- 25.8 To provide a safe work environment a Workplace Domestic and Family Violence Safety Plan may be completed which will give consideration to workplace adjustments, such as flexible work arrangements.

PART 5: PERFORMANCE AND DEVELOPMENT

26 PERFORMANCE MANAGEMENT

- 26.1 The parties are committed to the creation of a positive work environment and systems that recognise and value high-level performance and address poor performance.
- 26.2 The monitoring and review of employee performance is a shared responsibility between employee and leader.
- 26.3 Discussions with employees on performance, development and training needs will be undertaken as required to:
 - provide employees with feedback about their performance and measures to address performance-related issues.
 - agree development needs for employees.

27 TRAINING

- 27.1 We are committed to the training and development of employees.
- 27.2 Where appropriate, employees will be consulted in the design of training programs.
- 27.3 Appropriate national competency standards will be considered in the development of training and skill programs.
- 27.4 Training needs will be identified and communicated to individual employees.
- 27.5 Training will be organised and approved in accordance with Policy.
- 27.6 In-house programs designed for work teams may be conducted by the City of Charles Sturt during times outside of ordinary hours subject to individual consent. By agreement time spent at such training will be paid at ordinary time.
- 27.7 The City of Charles Sturt will reimburse reasonable childcare expenses incurred by employees who would otherwise be unable to attend training.
- 27.8 When training is completed within 1 hour or less of usual finish time, and all end of day procedures and/or preparations for the following day are completed, employees will finish work for the day without loss of TOIL.

28 EMPLOYEE DEVELOPMENT

- 28.1 Employees may be provided with the opportunity to perform duties at a higher level or in different work at the same level. This is to develop skills for now and the future.
- 28.2 Employees may:
 - Perform other duties when other employees are absent.
 - Participate in project work.

- 28.3 This will be achieved by inviting employees to register an interest in a proposed project, vacancy or development opportunity. The allocation of duties and responsibilities will be decided by the employer, based on the employee's availability and capacity to carry out the task(s).
- 28.4 Registrations of interest will be sought by the scope of work communicated and inviting employees with matching skills to apply.

29 BEST VALUE

- 29.1 The City of Charles Sturt is committed to ensuring that all services to the community are done so in the most efficient and cost-effective manner.

Scope of Contracting Out

- 29.2 The parties to this enterprise agreement agree that there will be no contracting out of work currently performed by Council's workforce until a review of the existing service has been completed except in the following circumstances:
- If Council's workforce are operating to capacity, or;
 - Where the workforce does not have the requisite skills or capacity and would not be able to acquire them within a reasonable length of time, or;
 - In other cases as agreed by the Consultative Committee.

Review of Existing Services

- 29.3 During the life of the enterprise agreement business cases will be prepared for various aspects of Council's operations as required.
- 29.4 The objective of these business cases will be to ensure these activities are effective and efficient, and to define appropriate continuous improvement strategies.
- 29.5 During this period elected members, residents and ratepayers of the City of Charles Sturt will have the opportunity to judge for themselves whether improvements in performance have occurred.
- 29.6 Council undertakes to provide employees with accurate and timely feedback on operational performance during this period.
- 29.7 It is also agreed that we will no longer actively seek work outside of the boundaries of Charles Sturt except where justified by a business case review.
- 29.8 During the life of this enterprise agreement, Council will not consider bringing "in house" any of the work that is currently contracted out, until such business cases have been completed.
- 29.9 The parties agree that there must be real and demonstrated commitment to continuous improvement, especially to measurable improvements in productivity.

29.10 Employees through established consultative structures will be actively involved in the development, implementation and monitoring of continuous improvement processes. To this end, the parties are committed to using a suite of business tools, which will drive performance and productivity. These tools include;

- service standards in existing service level agreements
- benchmarks with existing external contractor or other sources
- the job costing system, including accurate daily timesheets
- the Integrated Management System
- business plans for each aspect of service.

Agreed Process for Implementation

29.11 Prior to any decision being made about retaining current services provided in-house or contracting those services out, the following process will be applied:

- Determine terms of reference
- Develop a business case
- Compare the results of the business case with agreed benchmarks
- Review and consult with employees directly and through the Consultative Committee and Council
- Make decision and communicate to affected parties.
- Implement business case recommendations.

Voluntary Separation Packages

29.12 The City of Charles Sturt reserves the right to offer Voluntary Separation Packages during the life of the Agreement.

29.13 These packages may be offered prior to any position(s) being identified as lost.

29.14 Voluntary Separation Packages will consist of the following:

- A 10 week up front payment in lieu of notice;
- 3 weeks' severance pay for each completed year of service up to a maximum of 104 weeks in total;
- Payment of pro-rata Long Service Leave;
- Payment of annual leave entitlements;
- Provision of financial and job placement counselling services.

29.15 Management reserves the right to accept or reject an application for a Voluntary Separation Package.

Alternative Employment

29.16 Should positions be lost as a result of the business case process, the City of Charles Sturt will attempt to find suitable alternative employment to those affected as the first priority.

29.17 An employee whose position has been lost will be placed on an alternative employment program with the aim of placing the individual into a suitable position. The criteria for determining job suitability will be reviewed by the Consultative Committee.

- 29.18 If there is no suitable position initially available, the employee may elect to take a Voluntary Separation Package (VSP), or to continue in the Alternative Employment Program for a maximum period of six months.
- 29.19 During the alternative employment program, expressions of interest may be sought from the workforce for a VSP in order to create a vacancy for the employee on the alternative employment program. The VSP terms will be those provided for in clause 29.14.
- 29.20 Management reserves the right to accept or reject the VSP on the basis of the employee's suitability to fill the vacancy created by the VSP.
- 29.21 If the employee has not been appointed to a position by the end of six months on the program, the employee will become a redeployee and may be placed in any position within Council to perform any function within their skill range, knowledge or existing job classification until a suitable substantive position becomes available.
- 29.22 Where an employee accepts a position at a lower classification, he/she will be paid a lump sum equivalent to 12 months of pay difference between their existing and new classifications.
- 29.23 An employee on the alternative employment program may take a Voluntary Separation Package during the period of the program. In this case the package provided in clause 29.26 will apply with the exception of the 20 week up front notice period. The notice period will apply on a sliding scale as follows:

Duration on Alternative Employment Program	Notice Paid
0 months	20 weeks
1 month	20 weeks
2 months	16 weeks
3 months	13 weeks
4 months	10 weeks
5 months	7 weeks
6 months	4 weeks

- 29.24 Where an employee becomes a redeployee and elects to access a VSP the formula will be in accordance with clause 29.14 with the exception that the notice period will be 4 weeks.

Targeted Voluntary Separation Package

- 29.25 A Targeted Voluntary Separation package will be offered to the employee whose job has been lost. It will also be offered to employees with similar skills and competencies.

- 29.26 The package will consist of:

- A 20 week up front payment in lieu of notice
- 3 weeks' severance pay for each completed year of service up to a maximum of 104 weeks in total
- Payment of pro-rata Long Service Leave regardless of service
- Payment of annual leave entitlements
- Provision of financial and job placement counselling services

PART 6: WAGES, ALLOWANCES AND BENEFITS

30 WAGES AND RELATED MATTERS

30.1 During the life of this Agreement, employee salaries will be increased by:

Year 1

A salary increase of **9.0%**, payable from the commencement of the first full pay period commencing on or after 31 July 2023. It is also agreed that in Year 1, the effective date for this salary increase will be backdated to 29 June 2023.

Year 2

A salary increase of either **3.0%** or the average of Adelaide 'All Groups' CPI for period March Quarter 2023 to March Quarter 2024, capped at **5.0%**.

Whichever figure is greater will be applicable, and effective from the commencement of the first full pay period on or after 29 June 2024.

Year 3

A salary increase of either **3.0%** or the average of Adelaide 'All Groups' CPI for period March Quarter 2024 to March Quarter 2025, capped at **5.0%**.

Whichever figure is greater will be applicable, and effective from the commencement of the first full pay period on or after 29 June 2025.

30.2 The wage schedule based on the salary increase for Year 1 is listed as Appendix 2 to this document. Subsequent wage schedules will be issued to Employees throughout the life of this Agreement following each wage increase.

31 SUPERANNUATION

Choice of Funds

31.1 Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

31.2 Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into Australian Super being the nominated default fund, or its successor.

31.3 The amount of the Employer superannuation contribution will be as follows:

- (a) For each Employee who is making a Salarylink Contribution to Hostplus:
 - (i) 3% of the greater of Member's Salary or ordinary time earnings;
 - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
 - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

- (b) For each other Employee:
- (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

31.4 The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

31.5 Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

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.

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.
- "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

32 SALARY SACRIFICE

32.1 Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to their Superannuation Scheme.

32.2 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement. Any information or figures provided to employees by Council's Payroll Officer, in relation to the implications of salary sacrificing, will not constitute professional advice or a recommendation.

32.3 The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

32.4 The amount sacrificed to superannuation will not be adjusted when an employee receives higher duties or mixed functions (ie. the difference between the employee's substantive position and their acting position will be paid as cash).

32.5 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

32.6 The application shall be in writing on the form provided by the City of Charles Sturt and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for their on-going living expenses. This letter must be countersigned by the Manager People and Culture.

- A minimum of 4 weeks' notice will need to be given by the employee of their intention to salary sacrifice.
- Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (ie. 1%, 2%, 3% etc.)
- The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.

32.7 Each employee may only review and alter the percentage of salary to be salary sacrificed up to two times per year provided the minimum notice period of 4 weeks is given. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

32.8 The individual agreement to salary sacrifice may be rescinded by the employee provided 4 weeks prior notice in writing is given to Payroll.

32.9 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to their Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

32.10 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

33 ALLOWANCES

33.1 Effective from 8 April 2012, no allowances are payable to employees with the exception of the following:

- Availability Allowance
- First Aid Allowance (Nominated First Aid Officers)
- Meal Allowance
- Shift Penalties
- Travel Allowance
- Starting and Finishing on the Job Allowance
- Tool Allowance

33.2 An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid \$18.40 to meet the cost of a meal or at the option of the employer, be provided with an adequate and suitable meal.

34 MIXED FUNCTIONS AND HIGHER DUTIES

Mixed Functions

34.1 An employee engaged for 2 hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than 2 hours on any one day the higher rate for the time so worked is paid.

34.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a 12 month period), then the employee will be reclassified to that level.

34.3 Periods of training, acting or relieving in a higher position, will accumulate in accordance with

clauses 34.5 and 34.6 below, and will therefore not count towards the 600 hours accumulation.

Higher Duties

- 34.4 Where an employee is predominantly engaged in training or relieving for regular short term absences such as sick leave, rostered days, long service leave, workers compensation, sickness and accident insurance and annual leave and such training and/or relief is a regular and constant feature of the employee's position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees relieving at ME 5 level and below.
- 34.5 Where an employee is training, acting or relieving in a position of a grade higher than ME 5, the following arrangements will apply:
- Where the work is specific and is of a limited nature, the employer and employee will agree on the period of acting up.
 - Where the period is unknown, the employer and employee will review the acting up arrangements after 4 months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
 - Where the acting up is for a period of greater than 2 weeks (per instance), these arrangements will be made in writing and shall include the period of acting up or the date of review.
- 34.6 Where an employee acts in a position of higher level for an accumulated period of 6 months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided such leave is actually taken within the period of acting up.
- 34.7 Where an employee performs duties of higher value exceeding the classification grades of this Agreement, payment will be made in accordance with Clause 5.4.2 of the Local Government Employees Award.

35 INCOME PROTECTION

- 35.1 Council recognises the importance of financial security in providing support to employees and their families and creating a positive work environment.
- 35.2 Council will assist employees by paying up to 2.3% contribution to provide Income Protection for employees for the life of this Agreement.
- 35.3 It is at the decision of the employee whether they submit a claim for personal illness or injury, and the application process of the claim is at the responsibility of the employee.
- 35.4 Effective from the commencement of this Agreement, an employee shall not be entitled to continue to accrue further entitlements to annual leave and sick leave on a paid period of absence under the income protection provisions of this clause.

36 SIGNATORIES

This Agreement was signed on behalf of the Amalgamated AWU (SA) State Union.

3rd day of AUGUST 2023
[Signature]
State Secretary - PETER LANIPS Witness [Signature]

Signed on behalf of The City of Charles Sturt on

3 day of AUGUST 2023
[Signature]
Paul Sutton
Chief Executive Officer Witness [Signature]

APPENDIX 1 DEFINITIONS

AWARD	THE LOCAL GOVERNMENT EMPLOYEES AWARD.
AGREEMENT	THIS CERTIFIED AGREEMENT
CONSULTATION	A PROCESS, WHICH WILL HAVE REGARD TO EMPLOYEE’S INTERESTS IN THE FORMULATION OF PLANS, WHICH 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. CONSULTATION ALLOWS FOR DECISIONS TO BE MADE GIVING DUE REGARD TO MATTERS RAISED BY EMPLOYEES, WITH ANY SIGNIFICANT ISSUES INVOLVING CHANGE BEING REFERRED TO THE CONSULTATIVE COMMITTEE
COUNCIL	THE CITY OF CHARLES STURT
BEVERLEY CENTRE	PERSONS WORKING FOR THE OUTSIDE WORKFORCE AND WHO ARE AFFECTED BY THIS AGREEMENT
EMPLOYEE	ANY EMPLOYEE WHO PERFORMS WORK COVERED BY THIS AGREEMENT AND THE AWARD
KEY PERFORMANCE INDICATORS (KPIs)	REPRESENT A SET OF MEASURES FOCUSED ON ASPECTS OF ORGANISATIONAL OR BUSINESS UNIT PERFORMANCE THAT ARE MOST CRITICAL FOR THE CURRENT AND FUTURE SUCCESS OF THE ORGANISATION OR BUSINESS UNIT. THEY MUST GIVE QUANTIFIABLE INFORMATION FOR USE IN MONITORING THE PERFORMANCE OF THE FUNCTIONS AND PROGRAMS OF THE COUNCIL
UNION	THE AMALGAMATED AWU (SA) STATE UNION
WORK GROUPS	CONSIST OF ONE OR MORE EMPLOYEES FOR WHICH WORK IS INDIVIDUALLY PROGRAMMED

APPENDIX 2: WAGE INCREASES

Municipal Employee Grade	Current Fortnightly Rate	Current Annual Rate	First pay period Fortnightly rate after 29-06-23 (9% increase)	First pay period Annual rate after 29-06-23 (9% increase)
ME1	\$2,144.44	\$55,755.53	\$2,337.44	\$60,773.53
ME1	\$2,170.07	\$56,421.78	\$2,365.37	\$61,499.74
ME1	\$2,194.55	\$57,058.18	\$2,392.05	\$62,193.42
ME2	\$2,224.50	\$57,836.90	\$2,424.70	\$63,042.22
ME2	\$2,249.22	\$58,479.69	\$2,451.65	\$63,742.87
ME2	\$2,273.92	\$59,121.96	\$2,478.57	\$64,442.94
ME3	\$2,305.45	\$59,941.71	\$2,512.94	\$65,336.47
ME3	\$2,330.62	\$60,596.24	\$2,540.38	\$66,049.90
ME3	\$2,355.10	\$61,232.64	\$2,567.06	\$66,743.58
ME4	\$2,403.19	\$62,483.06	\$2,619.48	\$68,106.53
ME4	\$2,428.59	\$63,143.44	\$2,647.17	\$68,826.35
ME4	\$2,453.54	\$63,792.11	\$2,674.36	\$69,533.39
ME5	\$2,470.31	\$64,228.10	\$2,692.64	\$70,008.63
ME5	\$2,495.28	\$64,877.29	\$2,719.86	\$70,716.25
ME5	\$2,520.66	\$65,537.15	\$2,747.52	\$71,435.49
ME6	\$2,527.92	\$65,725.83	\$2,755.43	\$71,641.15
ME6	\$2,552.87	\$66,374.49	\$2,782.62	\$72,348.19
ME6	\$2,578.04	\$67,029.01	\$2,810.06	\$73,061.63
ME7	\$2,585.30	\$67,217.70	\$2,817.97	\$73,267.29
ME7	\$2,610.00	\$67,859.96	\$2,844.90	\$73,967.36
ME7	\$2,634.97	\$68,509.16	\$2,872.11	\$74,674.98
ME8	\$2,637.92	\$68,585.91	\$2,875.33	\$74,758.64
ME8	\$2,663.09	\$69,240.43	\$2,902.77	\$75,472.07
ME8	\$2,688.02	\$69,888.56	\$2,929.94	\$76,178.53
MWL08	\$2,940.89	\$76,463.11	\$3,205.57	\$83,344.79