

CITY OF TEA TEE GULLY ENTERPRISE AGREEMENT NO.6 (2010)

File No. 02033 of 2010

**This Agreement shall come into force on
and from 27 May 2010 and have a life
extending until 30 June 2012.**

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

DATED 27/5/2010.

COMMISSION MEMBER



ENTERPRISE AGREEMENT NO. 6 (2010)

CITY OF TEA TREE GULLY

and

AUSTRALIAN SERVICES UNION

Clause 1: TITLE

This Agreement shall be known as the City of Tea Tree Gully Enterprise Agreement No.6 (2010).

Clause 2: ARRANGEMENT

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Clause 3: DEFINITIONS

"Award" shall mean the South Australian Municipal Salaried Officers Award

"Consultation" shall mean the process which will have regard to employee's interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision/s being made by management.

"QUALITY OUTCOMES" REFERS TO THE DELIVERY OF QUALITY SERVICES/OUTCOMES TO THE COMMUNITY AS DEFINED BY THE CRITERIA OF CUSTOMER SERVICE AND SATISFACTION, COST PER SERVICE OR UNIT, PRODUCTIVITY, TIMELINESS, COMMUNITY BENEFIT [INCLUDING

ECONOMIC DEVELOPMENT], ENVIRONMENTAL IMPACT, STATUTORY REQUIREMENTS AND RISK MANAGEMENT.

"Council" shall mean the City of Tea Tree Gully

"Employer" shall mean the Chief Executive Officer on behalf of the City of Tea Tree Gully

"Employee" shall mean persons employed by the City of Tea Tree Gully

"Management" shall mean the Chief Executive Officer and/or his or her nominee/s

"Corporate Leader" shall mean any officer employed by the City of Tea Tree Gully who has supervisory responsibility for other employees

"Market Testing" shall mean testing within an internally regulated process the works and services of Council against providers of like works and services which may include but not be limited to the private sector. The process will be used to ascertain whether the delivery of works and services is competitive and/or represents "value for money".

"Multi-skilling" shall mean the development and use of additional and/or different skills by an employee required to meet organisational need

"Union" shall mean the Australian Municipal, Administrative, Clerical and Services Union (A.S.U.), an organisation of employees registered pursuant to the Fair Work Act 1994.

"Union Officer/Duly Authorised Official" shall mean an officer of the Union who holds a current permit issued by the Industrial Registrar in accordance with the Fair Work Act 1994.

Clause 4: PARTIES BOUND

This Agreement shall be binding upon the Chief Executive Officer on behalf of the City of Tea Tree Gully as the employer and employees of the City of Tea Tree Gully employed pursuant to the South Australian Municipal Salaried Officers Award and the Australian Services Union, but shall exclude the Chief Executive Officer, Directors and any other officer who has negotiated individual salary package arrangements which specify non-application of Enterprise Agreement wage increases.

Clause 5: PERIOD OF OPERATION AND RENEGOTIATION

This Agreement shall operate from the date of certification and shall remain in force until 30 June, 2012.

The parties agree that negotiations for the next Agreement will commence no later than 6 months before the expiry date of this Agreement.

Clause 6: RELATIONSHIP TO AWARD

THIS AGREEMENT SHALL BE READ IN CONJUNCTION WITH THE TERMS OF THE SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD PROVIDED THAT WHERE THERE IS ANY INCONSISTENCY BETWEEN THIS AGREEMENT AND THE AWARD, THIS AGREEMENT SHALL PREVAIL TO THE EXTENT OF THE INCONSISTENCY.

Clause 7: RELATIONSHIP TO CITY OF TEA TREE GULLY POLICIES, PROCEDURES AND GUIDELINES

This Agreement is read in conjunction with the City of Tea Tree Gully policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and City of Tea Tree Gully document, this Agreement will prevail.

Clause 8: AIMS AND OBJECTIVES OF THE AGREEMENT

The aim of Enterprise Agreement No. 6 is to develop and support a flexible, skilled and committed workforce focused on achieving an efficient and effective organisation which will result in the provision of value for money services and quality outcomes to our community and customers.

THIS AGREEMENT WILL CONTINUE TO SUPPORT THE ON-GOING DEVELOPMENT OF A PARTICIPATIVE AND CONSULTATIVE CULTURE, PROVIDE COMMITMENT TO QUALITY OUTCOMES, THE ACHIEVEMENT OF IMPROVED BENEFITS AND CONDITIONS, INCREASED JOB SATISFACTION AND THE PROVISION OF A SUSTAINABLE LEVEL OF JOB SECURITY FOR THE EMPLOYEES OF CITY OF TEA TREE GULLY.

Objectives of the Agreement

- To provide and maintain quality, competitive, value for money services to our community and customers.
- To achieve Council's Vision "Tea Tree Gully – Naturally Better".
- To facilitate a partnership between management and employees which focuses on improving the competitiveness of our employees by providing them with appropriate training and skills development opportunities, and maximising employment security for them.
- To foster and maintain a culture of participation, consultation, mutual trust, understanding and shared commitment, where staff are encouraged to provide input and constructive feedback (using forums such as surveys etc) to the development and achievement of strategies which will ensure real and sustainable improvements in service delivery and productivity, improved working conditions and increased job satisfaction.

- To foster and encourage the City of Tea Tree Gully Corporate Values of
 - Integrity & Honesty
 - Accountability
 - Communication
 - Respect
 - Teamwork
 - Customer Focus
 - Innovation
 - Reward & Recognition

Clause 9: QUALITY OUTCOMES

THE PARTIES ARE COMMITTED TO THE PRINCIPLES OF:

- *SERVICE PROVISION THAT MEETS QUALITY OUTCOMES SPECIFIED BY COUNCIL;*
- *CONTINUOUS IMPROVEMENT WHICH MAY THE APPLICATION OF NEW TECHNOLOGY AND PROCESS IMPROVEMENT; AND,*
- *MARKET SAMPLING/BENCHMARKING OF SERVICES.*

THE PARTIES RECOGNISE THE NEED TO DELIVER QUALITY OUTCOMES TO THE COMMUNITY AS DEFINED BY THE FOLLOWING CRITERIA:

- *COMMUNITY BENEFIT [INCLUDING ECONOMIC DEVELOPMENT]*
- *CUSTOMER SERVICE AND CUSTOMER SATISFACTION*
- *COMPETITIVE COST PER SERVICE OR UNIT*
- *PRODUCTIVITY [EFFICIENCY AND EFFECTIVENESS INCLUDING USE OF ENHANCED TECHNOLOGY]*
- *TIMELINESS*
- *ENVIRONMENTAL IMPACT*
- *STATUTORY REQUIREMENTS [E.G. OHS&W, DDA, ETC.]*
- *RISK MANAGEMENT*
- *CONTINUOUS IMPROVEMENT*

THE CITY OF TEA TREE GULLY IS COMMITTED TO SUPPORTING A FULLY OCCUPIED AND PRODUCTIVE WORKFORCE OPERATING AT COMPETITIVE RATES AND SERVICE QUALITY.

THESE PRINCIPLES AND PRACTICES WILL REMAIN IN PLACE DURING THE LIFE OF THIS AGREEMENT UNLESS AMENDMENTS TO THE SA LOCAL GOVERNMENT ACT, OR OTHER STATE OR FEDERAL LEGISLATION, REQUIRES COUNCIL TO IMPLEMENT ALTERNATIVE ARRANGEMENTS.

THE PARTIES ARE COMMITTED TO CREATING AN ENVIRONMENT WHICH ASSISTS EMPLOYEES TO SUCCESSFULLY MEET THE COMMUNITY'S NEEDS THROUGH A RANGE OF STRATEGIES THAT UTILISE INTERNAL AND EXTERNAL RESOURCES. THE CHIEF EXECUTIVE

OFFICER WILL ENSURE A RESPONSIBLE LEVEL OF LEADERSHIP TRAINING, SUPERVISION, WORK PLANNING AND RESOURCES IS PROVIDED FOR THIS TO OCCUR. THE PARTIES AGREE THAT THERE MUST BE REAL AND DEMONSTRATED COMMITMENT TO IMPROVING EFFICIENCY AND EFFECTIVENESS, ESPECIALLY TO MEASURABLE IMPROVEMENTS IN PRODUCTIVITY.

SERVICE PROVISION

SERVICE DELIVERY AND WORK SCHEDULING WILL BE CONTINUALLY REVIEWED AND WHERE POSSIBLE IMPROVED AND WILL INVOLVE CONSULTATION WITH THE EMPLOYEES CONCERNED AND THE RELEVANT CORPORATE LEADER. A SERIES OF BUSINESS REVIEWS MAY BE UNDERTAKEN FOR THE PROVISION OF SERVICES AND WILL INVOLVE THE ACTIVE PARTICIPATION OF EMPLOYEES.

PERFORMANCE REPORTING

CONSISTENT WITH THE BELIEF THAT THIS ENTERPRISE AGREEMENT IS DESIGNED TO ENABLE EMPLOYEES TO MEET THE REQUIREMENTS OF QUALITY OUTCOMES IN THE PROVISION OF WORKS/SERVICES, THE CHIEF EXECUTIVE OFFICER WILL ENSURE THE ESTABLISHMENT OF PROCEDURES AND PROCESSES TO ENABLE THE WORKFORCE/MANAGEMENT TO CLEARLY IDENTIFY THE COSTS OF ALL OVERHEADS, THE COST OF ALL ACTIVITIES/SERVICES AND CLEARLY IDENTIFY PERFORMANCE AGAINST STANDARDS. REGULAR REPORTING TO THE EACC ON PERFORMANCE AND ACHIEVEMENTS WILL OCCUR.

THE PARTIES RECOGNISE THAT THERE ARE INCREASING PRESSURES FROM THE BROADER COMMUNITY TO ENSURE QUALITY OUTCOMES. THE PARTIES FURTHER RECOGNISE THAT THIS APPROACH MAY AFFECT THE WAY IN WHICH SERVICES ARE DELIVERED TO THE COMMUNITY. THE CHIEF EXECUTIVE OFFICER, ON BEHALF OF THE CITY OF TEA TREE GULLY UNDERTAKES, WHENEVER POSSIBLE, TO ANTICIPATE AND RESPOND TO LEGISLATION AND POLICY CHANGES AND ACCEPTS THIS AS AN ON-GOING PROCESS NECESSARY TO SUPPORT THE ORGANISATION, THE COMMUNITY AND EMPLOYEES.

Clause 10: INTRODUCTION OF CHANGE

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate Agent of all relevant information about the changes proposed provided that the employer will not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests. "Significant effects" include major changes in the composition, operation or size of the employer's workforce or in the skills required or job tenure, alternative hours of work and restructuring of jobs.

The employer will consult with the employees affected and the Union and/or the appropriate Agent the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects

of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or the Union and/or the appropriate Agents in relation to the changes.

Clause 11: ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE (EACC)

The parties agree that the effective operation of this Agreement is assisted by the continuation of the established consultative processes within the workplace. It is agreed by the parties to establish an Enterprise Agreement Consultative Committee (EACC) which shall:

- (1) assist with interpretation of the Enterprise Agreement
- (2) assist with the monitoring of progress of the Enterprise Agreement
- (3) assist with any other consultative purposes as agreed to by the parties

The EACC shall consist of:

- (i) Three (3) management representatives nominated by the Chief Executive Officer
- (ii) Three (3) employee representatives elected by employees employed pursuant to the South Australian Municipal Salaried Officers Award at the City of Tea Tree Gully. At least one employee representative shall be a Union (Workplace) Representative.
- (iii) An officer of the ASU (or their nominee) and the Chief Executive Officer of the City of Tea Tree Gully (or his/her nominee) may attend any meeting of the Committee
- (iv) Any member may nominate a proxy.

The above composition of the EACC does not preclude, by mutual agreement, the secondment of additional employee or employer representatives to assist the Committee undertake its work.

The parties commit to meet on a bi-monthly basis though this may be changed by mutual agreement.

During the life of this agreement the parties will develop terms of reference for the EACC.

Council acknowledges that consultation with appropriate parties will benefit the development and review of Principles and Guidelines. As such it is agreed that draft Principles and Guidelines pertaining to human resource matters will be distributed, when developed, to Directors, Managers and members of the Enterprise Agreement Consultative Committee for comment. Existing Principles and Guidelines will be reviewed annually on the anniversary of the date of the original Principle and Guidelines and the reviewed document will be distributed to Directors, Managers and members of the Enterprise Agreement Consultative Committee for comment. All comments will be provided to the Manager, People Leadership & Learning and any such comments considered in the development of the final document.

Clause 12: EMPLOYMENT SECURITY

There shall be no forced redundancies during the life of this Enterprise Agreement.

Any determination regarding redundant positions will be made by the Chief Executive Officer and advised to the employee in the first instance and the Union as soon as practical.

Where organisational change results in positions being no longer required, in accordance with Council's Redeployment Principle and Guidelines (Appendix A to this Agreement), redeployment will be offered.

Clause 13: EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits, provided by the employer as a whole, applicable at the time of signing the Agreement or in National standards such as Standard Hours of Work or Annual Leave as specified by the SA Industrial Relations Commission, the Award and State and Federal Legislation.

Clause 14: GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing grievances or industrial disputation. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as expeditiously as possible and maintain high quality customer service.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply in matters of E.E.O. issues or Sexual Harassment issues, where separate resolution procedures exist. Copies of these procedures are available on the intranet or from People & Organisational Development.

The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.

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.

Any grievances or disputes will be settled using the following procedure:

Stage 1

The employee, Workplace Representative [if appropriate] or advocate nominated by the employee [or group of employees].will contact the relevant Corporate Leader and attempt to settle the issue at that level.

Note: Generally this will be the employee's [or group of employees'] immediate senior officer). If the employee wishes, they may be supported in such discussions by a Workplace Representative [if appropriate] or advocate of their choice.

Stage 2

If the issue is not settled at Stage One, the employee and the nominated representative and if requested the Union Official, will meet with the relevant Corporate Leader and the Manager People & Organisational Development and/or delegate.

Stage 3

If the matter is not settled at Stage Two, the Union Official and if requested, the relevant workplace representative will meet with the relevant General Manager, the employee/s and the Manager People & Organisational Development and/or delegate.

Stage 4

If the matter is not settled at Stage Three the Chief Executive will meet with the Union Official, if requested the employee's relevant workplace representative, the Manager People & Organisational Development and/or delegate and the relevant Director.

Stage 5

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Industrial Relations Commission for assistance by conciliation and, in the event of it remaining unresolved. The parties shall accept the final outcomes of the arbitration. The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.

Responsibilities

Employee Responsibilities are:

- to notify their Corporate Leader promptly of any issues or conflict which may require resolution;
- where possible, individual employees or groups of employees should attempt to resolve any issues or conflict with their immediate more senior officer [i.e. Corporate Leader] and
- to research all relevant information relating to the matter prior to lodging a formal complaint.

Corporate Leader responsibilities are to:

- maintain continuous dialogue with the employee or groups of employees whilst the matter is being investigated;
- resolve the situation as expeditiously as possible;
- refer the matter to the next level of management if the issue falls outside of their respective authority or area of responsibility and
- formally notify the employee or groups of employees and, where involved, the union official, of the resolution and/or action to be taken in response to the complaint.

People & Organisational Development responsibilities are to:

- review any matter in an objective manner and ensure employees are treated in a fair and equitable manner;
- brief Workplace Representatives (and/or Union officials, where involved) immediately if the matter is considered to be of a serious nature;
- provide Corporate Leaders with professional advice and assistance and
- provide staff with professional advice and assistance.

Union Representatives/Official's Responsibilities are to:

- explore avenues to resolve issues internally wherever possible and
- brief People & Organisational Development immediately if the matter is considered to be of a serious nature.

Chief Executive Officer's Responsibility is to:

- ensure that all matters are resolved in a fair and equitable manner and as expeditiously as possible.

Clause 15: UNION WORKPLACE REPRESENTATION

The City of Tea Tree Gully acknowledges and accepts that employees may choose to belong to the Australian Services Union and to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and by Union officials. Both parties agree that Workplace Representatives can play an important role as a link between staff, Union officials and management.

It is the view of both parties that a maximum of up to 10 [unless agreed otherwise] Workplace Representatives [and Deputy/ies to act only in their absence or unavailability] may be elected by those staff employed at the City of Tea Tree Gully who are members of the Australian Services Union.

ASU Workplace Representatives and Deputies will be entitled to

- be treated with respect and without discrimination by the City of Tea Tree Gully

- as requested by Union members bargain collectively on their behalf at the workplace
- be consulted about significant workplace issues [as defined by the principles contained within Clause 10 above] and have access to reasonable and relevant information about the workplace as it pertains to ASU members
- meet with management to discuss Union matters

Union Workplace Representatives will be allowed paid time [as indicated below] to carry out their work as Union Representatives which may include

- speaking to, meeting with and representing members in bargaining and negotiations in accordance with the agreed bargaining processes
- speaking to employees about work related matters, which shall include grievance procedures and discussions with management about workplace and individual member issues – reasonable paid time up to five [5] hours in any one week is authorised. It is acknowledged that the five hour maximum per week is more the exception than the rule, and any requirement to exceed this must be authorised by management. In such situations, prior to leaving any worksite to attend to workplace matters, the Workplace Representative/s must seek the approval of the relevant Corporate Leader. The Corporate Leader needs to ensure that operations are not unduly affected by the absence of the Workplace Representative/s. This approval will not be unreasonably withheld. Similarly, the appropriate Corporate Leader must be notified by the Workplace Representative on returning to the work site.
- up to (5 days) per calendar year to attend Union education courses, Union conferences and seminars, and committee meetings
- attending industrial tribunal hearings and conferences relevant to the workplace
- speaking to and meeting with officials of the Union – it is agreed that Workplace Representatives may have 2 hours per month for Workplace Representatives meetings
- speaking to and meeting with members of other Unions at the workplace when appropriate; such meetings will form part of the approved maximum of 5 hours per week; prior approval of the appropriate Corporate Leader must be sought before any such meeting takes place
- appropriate time for effective participation in meetings/discussions on a range of issues with People & Organisational Development Advisor/management as required from time to time

To enable them to represent their members, the organisation will provide reasonable support to the Union Workplace Representatives by enabling:

- with the prior approval of the appropriate Corporate Leader, reasonable use of organisational telephones, fax, photocopier, internet and email [such use will be for reasonable purposes; the determination of what is deemed reasonable shall be at the discretion of the Manager, People & Organisational Development or his/her nominee]
- access to the Award and/or Enterprise Agreement(s)
- access to a notice board provided in a prominent location in each worksite where six or more employees are located, for the posting of Union information
- access to secure filing facilities to keep Union materials
- use of meeting rooms for workplace meetings with prior approval

It is agreed that Workplace Representatives will be required to maintain accurate records as specified below of time spent on workplace matters:

- records detailing date, issue and duration of involvement
- a total of hours per month spent on union issues per Workplace Representative, and made available to management on request.

Where these hours are perceived to be excessive, management and the Union agree to meet to resolve the issue of effective time utilisation.

Council vehicles are not available for use by Workplace Representatives for union business, unless specifically authorised by the appropriate Corporate Leader.

Employee access to Union Officials and Representatives

Subject to operational needs, the organisation will allow its employees access during working hours to an accredited official or Workplace Representative of the Union.

Clause 16: FLEXIBLE HOURS

In effecting a rearrangement to hours of work within the agreed spread of hours, the emphasis will be on management and the employee(s) achieving such rearrangement through mutual agreement. However, where such mutual agreement cannot be achieved, management will determine the arrangements. Where an employee is aggrieved by any such decision, the employee may utilise the Grievance and Dispute Resolution Procedure as per clause 14 of this Agreement.

KEY PRINCIPLES:

Span of Ordinary Hours

Civic Centre – 7.00 a.m. to 7.00 p.m.
Monday to Friday

Variation to Normal Working Hours

Management has the prerogative to vary normal working hours within the span 8.00 a.m. to 6.00 p.m. Mutual agreement is required for normal working hours to commence between 7.00 a.m. to 8.00 a.m. and/or finish between 6.00 p.m. and 7.00 p.m. Such agreement shall not be unreasonably withheld.

Two weeks' notice to vary normal working hours will be given, unless mutually agreed otherwise.

This provision shall not override those normal working hour arrangements where staff already work within the span 7.00 a.m. to 7.00 p.m.

**Maximum Ordinary Hours
per day/per week/per
fortnight**

7.6 hours per day and 38 hours per week and 76 hours per fortnight

OR

By mutual agreement up to max. 9.5 hours per day and up to 47.5 hours per week and 76 hours per fortnight (no penalties apply where these hours are worked within the span of ordinary hours)

Flexitime

Where flexitime applies, flexi hours will accrue after 76 hours per fortnight (measured on the four week cycle). Flexitime Statement of Principle and Procedures provide the detail of the flexitime system and are available to staff via the Intranet, or from People & Organisational Development. These procedures may be reviewed during the term of the Agreement in consultation with Union representatives.

Split Shifts

By mutual agreement.
No penalties apply where these hours are worked within the span of ordinary hours.

Special Occasions

Maximum of 20 ordinary hours per annum (maximum 6 occasions per year) can be worked outside of the span of ordinary hours Monday to Friday, paid at single time, for the purpose of staff meetings, training, occasional Council activities etc. Unless otherwise mutually agreed, at least 2 weeks' notice will be provided to staff. If it is, however, functionally impractical to provide 2 weeks' notice, a minimum of 1 week's notice will be provided.

Maximum of 15 ordinary hours per annum can be worked outside of the span of ordinary hours Saturday and Sunday, paid at single time, for the purpose of occasional Council activities, training, meetings etc. Unless mutually agreed otherwise, at least 4 weeks' notice will be provided to staff. If it is, however, functionally impractical to

provide 4 weeks' notice, a minimum of 2 weeks' notice will be provided.

For the purposes of the working of these hours, the annual year will be regarded as 1 July to 30 June [as per financial year].

Required Overtime

Overtime will apply after the maximum ordinary daily hours have been worked and in accordance with Award requirements. Overtime, calculated at the appropriate overtime rate, can be taken as paid hours, TOIL or a combination of paid hours and TOIL.

LUNCH BREAK

*MINIMUM LUNCH BREAK - ½ HOUR
(OFFICERS MAY NOT WORK THROUGH LUNCH
BREAK FOR THE PURPOSE OF ACCUMULATING
FLEXITIME)*

Maximum Lunch Break – 1 hour
(up to 2 hours with approval of Director, Manager or Team Leader)

Apart from the flexitime and lunch break provisions, the provisions in this clause shall not apply to the following work groups:

- Specified Depot Officers
- Recreation & Aquatic Centres
- General and Planning Inspectors
- Library

The current working arrangements for these areas will continue and any future changes to the hours arrangements for these work areas will be undertaken using the provisions contained in Clause 19 Local Area Workplace Agreements of this Agreement.

Clause 17: MULTI-SKILLING

The parties are committed to multi-skilling as a means of providing opportunities to staff for the development of new skills and career paths, improving job satisfaction by offering a more diverse range of duties, and maximising the use and flexibility of Council's human resources by allocating them to the areas of greatest need, thereby improving customer service. Multi-skilling can also be used to ensure equity and fairness of workloads among team members.

The parties agree that multi-skilling may be introduced by mutual agreement between the employee and management and such agreement by an employee cannot be unreasonably withheld, and that:

- it is not used to circumvent staff selection and appointment procedures for any new position nor Council's redeployment procedures
- appropriate training is provided for affected employees
- when employees are required to perform substantial duties at a level higher than their current classification, they will be appropriately remunerated in accordance with the Award
- multi-skilling will not be used as a disciplinary measure
- where the results of multi-skilling result in a substantial on-going change in job design of any employee's position, the Job Description will be rewritten and classified in accordance with the Award

Clause 18: CALL-OUTS

During the life of this Agreement the parties will be participating in a review of the current call-out arrangements and conditions. Where the parties agree to changes it is accepted that such changes be effected by an exchange of letters between the parties.

Clause 19: LOCAL AREA WORKPLACE AGREEMENTS (LAWAs)

Local Area Workplace Agreements may be established for specific operational, service or work group areas by an exchange of letters between the parties to this Agreement. Local Area Workplace Agreements have been developed by negotiation for nominated Sport and Recreation staff and General & Planning Inspectors detailed in this clause.

19.1 Local Area Workplace Arrangements for WaterWorld, Recreation Centres and Golden Grove Arts Centre

These local area workplace arrangements cover the following positions;

- Manager WaterWorld Aquatic Centre
- Aquatic Services Officer
- Senior Sport & Recreation Development Officer
- Sport & Recreation Development Officers
- Team Leader Golden Grove Recreation & Arts Centre
- Venue Operations Officer – Golden Grove Arts Centre

19.1.1 Hours Arrangements

19.1.1.1 Sport & Recreation Development Officers and Golden Grove Arts Centre

The Senior Sport & Recreation Development Officer, Sport & Recreation Development Officers, Team Leader Golden Grove Recreation & Arts Centre and Venue Operations Officer – Golden Grove Arts Centre will arrange their hours of work so that the maximum numbers of hours worked in any one day is 12, and the maximum number of hours worked in any 14 consecutive day period is 88 hours.

These officers will take a minimum break of 8 hours between finishing work on one day and recommencing work on the following day. Where there is an agreed requirement to work more than 88 hours in any consecutive 14 day period, the employee's Corporate Leader shall mutually agree appropriate time off in lieu arrangements.

19.1.1.2 WaterWorld Aquatic Centre

The Manager WaterWorld Aquatic Centre and Aquatic Services Officer will arrange their hours of work so that during the declared swimming season from September to April each year, the average weekly hours over a three week roster will be 42.5 hours per week. A maximum of 100 hours will be worked in any consecutive 14 day period to cover extraordinary circumstances, provided no more than 12 hours are worked on any one day, and there is a break of at least 8 hours between finishing work on one day and recommencing work on the next. Where there is an agreed requirement to work more than 100 hours in any consecutive 14 day period, the employee and Manager of Recreation, Sport & Leisure shall mutually agree appropriate time off in lieu arrangements.

Hours worked in excess of 38 hours per week during the swimming season will be banked on an hour for hour basis, to be taken during the off-season from May to August each year. Employees covered by these local area workplace arrangements will be required to work some hours during this period to ensure that all pre-season preparation work is undertaken. The parties to these local area workplace arrangements are committed to ensuring that the hours bank is reduced to zero by the commencement of the new swimming season. No more than 15 hours may be carried forward into the next swimming season. The employee will have any hours in excess of this maximum paid out at the employee's normal hourly rate in the last pay period in August of each year.

19.1.2 Meal allowance

Employees covered by these local area workplace arrangements will be deemed eligible for a meal allowance when any one of them works 11 hours or more in any one day, inclusive of a meal break taken during that day.

19.1.3 Remuneration

Employees covered by these local area workplace arrangements will be paid one level above their substantive classification level for their respective positions, in lieu of reasonable overtime, call-outs and flexi.

19.2 Local Area Workplace Arrangements General and Planning Inspectors

These local area workplace arrangements cover employees who are employed as General & Planning Inspectors.

19.2.1 Remuneration

General and Planning Inspectors employed pursuant to this Local Area Workplace Agreement will be entitled to the following remuneration.

The substantive classification for a General and Planning Inspector is ASU Level 3. A General and Planning Inspector participating in the Local Area Workplace Agreement will be paid at ASU Level 5. In recognition of this additional payment a maximum of 10 call-outs per week without penalty payment will be responded to between the hours of 5.30pm and 9.30pm Monday to Friday and 8.00am to 9.30pm on weekends and Public holidays. Any call-outs outside of these timeframes are to be paid at overtime rates.

In addition to the above, General and Planning Inspectors will be entitled to a payment of \$1669 per annum in lieu of standby allowance.

19.2.2 Long Service Leave, Annual Leave, Sick leave

General and Planning Inspectors participating in the Local Area Workplace Agreement will be entitled to have their long service, annual and sick leave entitlements paid at the applicable rate. That is ASU Level 5 plus standby allowance.

19.2.3 Superannuation entitlements

General and Planning Inspectors participating in the Local Area Workplace Agreement will have their Superannuation payments calculated at the ASU Level 5 plus standby rate.

Clause 20: CAREER DEVELOPMENT REVIEWS

The Chief Executive Officer acknowledges the importance of an effective Career Development Review (CDR) process to the on-going development of Council staff. During the life of this Agreement the CDR process will be reviewed to ensure that it meets the aims of providing employees with objective and timely feedback on their performance and to identify training and career development opportunities. This process is critical to the organisation's workforce planning initiatives.

Consultative processes will be used in the review of the CDR process and documentation.

Clause 21: FIXED TERM CONTRACTS

The parties agree that the use of fixed term employment contracts is appropriate under certain circumstances provided the following criteria is applied:

- (a) for a specific project of defined duration or for work of a limited duration or where there is reasonable uncertainty as to the long-term future of a position (e.g. in instances of review of service delivery or team structure)

OR

- (b) a position which is funded from an external body

OR

- (c) for infill of periods of extended absence of employees, which may include but not be limited to maternity leave, extended illness or injury

OR

- (d) for positions classified above Level 5.3

Existing permanent employees covered under (d) above will not be compelled to transfer to a Fixed Term Contract. Fixed Term Contracts under this arrangement [(d) above] may be effected only as a result of a selection process for a vacant position. Any employee who is subject to redeployment as provided in Council's Redeployment Principle and Guidelines will not be placed on a Fixed Term Contract, unless they were subject to a Fixed Term Contract prior to redeployment in which case they will be redeployed for the remainder of their contract period. No employee will be placed on a Fixed Term Contract as a disciplinary measure or as a result of an unsatisfactory Performance Review.

Prior to signing any fixed term employment contract the successful applicant shall be afforded the opportunity to consult with person/s of their choice about the terms of the proposed contract.

Should the employee elect to terminate the employment contract, he/she will be required to give the Chief Executive Officer or his/her nominee four (4) weeks' notice, unless otherwise specified in the employment contract.

Should the Chief Executive Officer or his/her nominee elect to terminate the employment contract prior to its expiry date and the decision to terminate the contract is fair and reasonable in accordance with Council's Performance Management & Discipline Policy, the employee will be given a minimum of four

(4) weeks' notice (unless a longer period is specified in the contract) or payment in lieu of that period of notice.

This arrangement will not apply in cases of summary dismissal as provided in Council's Performance Management & Discipline Policy.

In circumstances where a Fixed Term employment contract is in force and the position is to be extended at the conclusion of the contract period, management will grant the incumbent the opportunity to fill the position provided that:

1. the position is not the substantive position of another employee who is to return to the position
2. the position has not changed significantly in order to meet organisational needs or funding criteria changes
3. the incumbent has met the performance objectives of the position during the term of the preceding contract
4. the incumbent has already undergone an open selection process either within or outside of Council for the position

If the incumbent has not undergone a selection process in accordance with 4. above, then the incumbent will have the right to apply for the position when it is advertised internally.

Except in the case of Fixed Term Contracts which are subject to external funding, where practical for contracts of at least 1 year's duration (except where termination occurs prior to the expiry of the contract) the parties will give a minimum of eight (8) weeks' notice not to renew the contract.

Positions which are classified at Level 7.1 or above are excluded from the requirements of this clause.

Clause 22: NOTIFICATION OF ABSENCE

EMPLOYEES WHO ARE TO BE ABSENT FROM DUTY, E.G. ABSENT ON SICK LEAVE, SHOULD TAKE ALL REASONABLE STEPS TO ADVISE THE APPROPRIATE OFFICER IN THEIR WORK TEAM OF THEIR ABSENCE AS EARLY AS POSSIBLE PRIOR TO THE NORMAL START OF DUTY IN ACCORDANCE WITH COUNCIL'S SICK LEAVE PRINCIPLE AND GUIDELINES.

It is acknowledged that in emergency situations prior notice may not be possible, however failure to provide appropriate notice other than for such emergencies could result in counselling/disciplinary action.

Clause 23: ORGANISATIONAL STAFFING

The Chief Executive Officer is committed to seeking funding for appropriate resourcing levels to ensure the achievement of corporate objectives and sustainable improvements in productivity. In so doing, the

Chief Executive Officer is mindful of the need to maintain equity in the distribution of workload. Corporate Leaders will undertake to assess the distribution of workload and its impacts on employees where they believe there is reason to do so. Those employees who have issues pertaining to unduly heavy workloads should raise those issues with their appropriate Corporate Leader in the first instance. Should the employee believe those issues have been inappropriately ignored or declined they should raise the particular circumstances with an appropriate member of the People & Organisational Development team for investigation. Any employee aggrieved by the outcome of those investigations shall have recourse to Council's Grievance/Dispute Resolution Procedure.

Where a position remains vacant for a period of longer than one month, the Chief Executive Officer or his/her nominee will undertake to consult with staff as to the implications of such vacancy on the capacity to achieve operational outcomes.

The Chief Executive Officer encourages the commitment and loyalty of its employees and is committed to providing as stable and secure employment conditions as possible.

Clause 24: HIGHER DUTIES

The organisation recognises that from time to time the Council's Library has the need for some Library Officers to fulfil the duties of Librarian-in-charge. These duties are of higher value than the level at which they are normally paid and because the requirement is only occasional, such officers are unable to fulfil the normal qualifying periods for higher duties. Those officers who are designated by the Library Manager to undertake the duties of Librarian-in-charge shall be paid at the salary level applicable for the hours so worked.

Designated officers shall be those employees who have proven their capability to accept the responsibilities of Librarian-in-charge and who have the appropriate library qualifications; a list of such designated officers shall be provided to People & Organisational Development and shall be updated as required.

Clause 25: ACCESS TO EMPLOYMENT

The Chief Executive Officer remains committed to the principle of assessment and appointment on merit, utilising a process which ensures fairness and equity. Application for vacant positions within Council is encouraged from full-time, part-time, fixed term contract and casual employees. The selection of the successful applicant for a Council position will be based on a number of factors, these will include but not be limited to capacity of the applicant to meet the requirements/objectives of the position and skills and experience of the applicant. Those employees who apply for a position but are unsuccessful may seek feedback on their interview from the nominated Chairperson on the interview panel.

Where additional temporary or permanent hours become available that do not constitute a full-time position, existing part-time employees will be given the option of applying for those hours before

additional new employees or agency workers are engaged. This provision does not guarantee such additional hours to existing part-time staff, but provides them the opportunity to apply before other recruitment options are pursued. Management retains the right to package the work in a manner that suits operational requirements.

Where it is impractical to apply these provisions due to the position requiring immediate filling, temporary workers may be engaged for a single period of up to 3 weeks.

Clause 26: PART-TIME OFFICERS

Where there is mutual agreement between a part-time officer and their Corporate Leader to work hours additional to their normal contracted hours to meet short-term operational requirements, such additional hours will be paid at the ordinary rate of pay and will accrue entitlements for the purposes of leave.

Overtime penalty rates will only apply where the Corporate Leader requires the additional hours to be worked and the Corporate Leader and the officer do not agree to ordinary rates and the payment of such additional hours satisfies the requirements of Clause 3.1.3.2 of the Award.

This clause will not preclude the involvement of part-time officers in the provisions of the Flexible Hours clause contained within the Enterprise Agreement, e.g. the "special occasions" provision etc.

Clause 27: PART-TIME AND CASUAL OFFICER INCREMENT PAYMENT

27.1 Part-Time Employees

The parties agree that part-time employees will accrue their incremental entitlements on the basis of completed calendar years of service.

27.2 Casual Employees

The parties agree that casual employees will accrue their incremental increase based on the number of ordinary hours worked in a completed year of service. Casual employees are required to work a minimum of 700 hours in the twelve month period to qualify for the incremental increase.

Clause 28: DRIVERS LICENCES

Drivers Licences will only be reimbursed to employees where the holding of a Drivers Licence is detailed in the position Job Description as an essential requirement. Reimbursement shall be by one annual payment for each 12 month period of the licence.

Clause 29: STUDY SUPPORT

The parties recognise the importance of the acquisition of relevant professional knowledge and skills and/or the continued development of relevant skills and knowledge of employees through study programs.

Study assistance, in accordance with Council's Study Support Principle and Guidelines applying at the time, will be available, subject to budget availability, to those employees who elect to undertake approved programs of study.

Clause 30: FAMILY LEAVE

Employees will be credited with 12 days Sick/Family Leave [this figure comprising the Award entitlement of 10 days Sick Leave and 2 days Bereavement Leave] which can be used for either Sick, Family or Bereavement Leave. The 10 day Sick Leave entitlement is cumulative, the 2 day Bereavement Leave entitlement is non-cumulative. The duration of Family or Bereavement Leave utilised under this clause will be subject to mutual agreement between the employee and appropriate Corporate Leader and take into account particular circumstances which exist at the time of application. The taking of such leave will be in accordance with the criteria outlined in Clauses 6.6 Sick Leave and 6.8 Family Leave of the South Australian Municipal Salaried Officers Award. The parties do, however, recognise that some employees may be the only available carer for a family member who is not specified as 'immediately family' in Clause 6.8 of the Award. Such employees may make application for Family Leave to care for this family member in circumstances where no other person is able to provide such care; a certificate from the treating medical practitioner citing such need will accompany such application.

Clause 31: LONG SERVICE LEAVE ENTITLEMENTS

Where an employee's contract of employment is varied to reduce the hours of work to part-time, long service leave entitlement accrued at the time of the variation shall be preserved at the rate at which it was accrued. From the date of the variation the employee shall then accrue long service leave entitlements based on their part-time contracted hours.

When taking Long Service Leave the employee shall draw from their 'preserved' entitlement first. Once this preserved entitlement is extinguished, the Long Service Leave will be taken in accordance with the Long Service Leave Act.

The payment of Long Service Leave shall be calculated on the ordinary hourly rate of pay applicable at the time of taking leave.

Entitlement under this clause will apply as from the date of certification of Enterprise Agreement No. 5. The 'preserved' entitlement shall apply to the employee only for the period of their employment with the City of Tea Tree Gully and is not transferable to any other local government authority or employer.

Where an employee's contract of employment is varied to increase the hours of work to full time, Long Service Leave entitlements shall be based on the three year average as prescribed by the Long Service Leave Act and be taken in accordance therewith.

Clause 32: CARER'S LEAVE

Employees who make application may be granted, by the Chief Executive Officer or his/her nominee, up to one year's leave without pay to care for an immediate family or household member subject to the following conditions. Permission for such leave will not be unreasonably withheld.

- The employee must be the primary care-giver for the person concerned.
- The 'person concerned' must be a member of the employee's immediate family or household. The term 'immediate family' includes a spouse, a de facto spouse, partner, a child or an adult child [including an adopted child, a stepchild, or an ex nuptial child], parent, grandparent, grandchild or sibling of the employee. The parties do, however, recognise that some employees may be the only available carer for a family member who is not specified as 'immediate family'. Such employees may make application for Carer's Leave to care for this family member in circumstances where no other person is able to provide such care.
- The employee shall make application in writing to the Chief Executive Officer for Carer's Leave.
- The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of absence. A medical certificate from a registered medical practitioner shall be provided which indicates the nature of the care required.
- An employee on Carer's Leave may seek to undertake a period of irregular casual employment for the City of Tea Tree Gully. Should there be an operational requirement and the employee has the appropriate skills and/or experience the Chief Executive Officer may approve such a request. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- Absence on Carer's Leave shall not break the continuity of service of an employee but shall not be taken into account [other than when engaged as a casual] in calculating the period of service for any purpose defined in the Award or Agreement.
- The Chief Executive Officer may, as part of approval of a period of Carer's Leave, require the employee to utilise any outstanding Annual Leave entitlement [i.e. any leave over the

employee's last year's entitlement] or Long Service Leave entitlement over and above the period prescribed by Council's Principles and Guidelines as able to be banked/retained.

- An employee on Carer's Leave is entitled to the position that he or she held immediately before proceeding on Carer's Leave. It must be appreciated that because of organisational requirements the position may be subject to restructure or redesign during the period of Carer's Leave. In such circumstances, the employer will make all reasonable efforts to consult with the employee affected by any such restructure or redesign. Should such restructure or redesign result in a change to the classification level of the position, the employee shall have access to the income maintenance provision contained within Council's Redeployment Policy.
- Carer's Leave shall be for a maximum period of one year, however in special circumstances the Chief Executive Officer may, at his/her discretion, grant a further extension to this period. At the time of written application for a further extension the implications of such request will be discussed with the employee, such implications including the availability or non-availability of the employee's substantive position, impacts, if any, on classification/salary etc. If Carer's Leave is extended beyond 12 months and the employee's substantive position is no longer available, the employee will have entitlement to an alternative position within Council as close as possible to their substantive classification and which takes into account their skills and experience. Should such position be classified at a lower level than the employee's substantive position, the employee shall have access to the income maintenance provision contained within Council's Redeployment Policy.
- Carer's Leave may be taken immediately following a period of Parental Leave [where applicable]. In these instances the combined period of leave shall not extend beyond two years.
- An employee on Carer's Leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

Clause 33: PAID PARENTAL LEAVE

An employee shall be granted parental leave on full pay [for the purposes of this clause "full pay" shall mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council's Enterprise Agreement payments, but shall exclude any payment pertaining to LAWAs, "off-the-clock" arrangements and any other related over-Award payments] for a consecutive period of twelve weeks absence in the case of the mother, and two weeks absence in the case of the partner of the mother provided that:

- the employee, either female or male, must apply in writing to the Chief Executive Officer for Paid Parental Leave, such application also containing a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee
- the employee, either female or male, is required to have completed 12 months' continuous service with the City of Tea Tree Gully immediately prior to qualifying for the paid Parental Leave

- in the case of Maternity Leave, the period of twelve weeks' absence shall commence on the first day of the approved maternity leave or at any date nominated by the applicant during the period of Parental Leave
- in the case of the partner of the mother, the leave shall be taken within the first three months of the birth of the child
- the entire twelve week [for females] and two week [for the partner] period must be taken in one consecutive block and must be taken within the period of approved Parental Leave
- any public or other statutory holiday that falls within the period of Parental Leave shall be counted as a day of such Parental Leave
- where the pregnancy of an employee terminates between 20 and 36 weeks, one week's paid Parental Leave will be provided to the employee; the employee may also access Sick or Family Leave
- employees who are entitled to take Parental Leave under Clause 6.5 of the Award can apply to take any accrued Annual Leave or Long Service Leave at the conclusion of Parental Leave, provided 3 months' written notice is given to the employer and it is by mutual consent.

This clause shall be read in conjunction with Clause 6.5 of the Award.

Clause 34: UNPAID LEAVE

The organisation acknowledges that unpaid leave may be granted after due consideration by the Chief Executive Officer of individual circumstances and organisational/departmental resourcing requirements.

IF THE CHIEF EXECUTIVE OFFICER APPROVES UNPAID LEAVE OF ABSENCE THE FOLLOWING CONDITIONS APPLY:

Unpaid Leave granted –

1. Will not break the employee's continuity of service
2. Will not be included for the purposes of calculating retrospective wage levels (for example in the calculation of long service leave or redundancy pay)
3. Will not be included in the calculation of length of service
4. Will not guarantee a return to the original position held at the time the leave was granted
5. In the case where 4. above applies, the organisation will endeavour to provide a position of similar level of responsibility and remuneration
6. Where 5. above is not achievable, conditions relevant to Council's current Redeployment Principle and Guidelines will apply as they relate to "positions within the organisation and remuneration levels", but may exclude the income maintenance provisions.

7. Access to the applicable Council Sick & Accident Insurance program will not be available for the period of Unpaid Leave.
8. Member contributions to Local Super are frozen, however if notified the Superannuation Board may, depending on the reason for the Unpaid Leave, continue the insurance component of Superannuation for up to 12 months. Costs incurred for this insurance will be deducted from the member's Superannuation Guarantee funds.

Clause 35: PURCHASED LEAVE

Employees may make application for purchased leave up to a maximum of an additional four weeks. Further information is available from Payroll.

Clause 36: PAYMENT OF SALARY

An employee may, by written request to the Payroll, elect to have their pay deposited in up to three separate bank accounts.

Clause 37: TRADE UNION TRAINING LEAVE

Employees are allowed leave with pay up to a maximum of five days per annum to attend Trade Union training courses conducted or approved by the Union provided:

- (a) The employer is given at least four weeks' notice of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course will be advised in writing to Council.
- (b) The employer is able to make adequate staffing arrangements during the period of such leave.
- (c) That the course is in accordance with the principle of promoting better employee relations within Council.

Any leave taken under this clause will be counted as continuous service for all purposes of the Award and for the purposes of Long Service Leave entitlements.

The total leave taken by all ASU members in any one year will not be unreasonable.

Clause 38: RIGHT OF ENTRY

The parties acknowledge that employees may, at times, need to meet with a Union officer to enable them to discuss issues of concern to them relating to their conditions of employment and/or salary or any other legitimate Union business. A duly authorised official of the Union may, if requested to do so,

meet with members of the Union or employees eligible to be members of the Union (who have had prior notification of a meeting) either individually or collectively for the purposes of holding discussions with those employees who wish to participate in such discussions. Such interviews are to take place during the employees' meal breaks or at such other times as may be agreed by the appropriate Director or Manager People & Organisational Development.

A duly authorised official of the Union may also enter Council premises during working hours should there be a suspected breach of the Award and/or this Agreement. The duly authorised official may inspect any relevant/associated work, books or documents and interview any employee in respect to the suspected breach provided that the official does not hinder or obstruct any employee of Council concerned in performing his/her work during working time. The official of the Union will advise the Manager, People & Organisational Development of any intent to enter the premises in such circumstances.

A Union officer may meet with the duly elected Workplace Representatives for the purposes of conducting the agreed Workplace Representatives meeting in accordance with Clause 15 contained within this Agreement.

Clause 39: SUPERANNUATION

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super (being a complying superannuation fund).

For the purpose of this clause:

"Local Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act), and continues in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009.

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

The amount of employer superannuation contribution means:

- a) For each employee who is making "Salarylink Contributions" to Local Super:
 - (i) 3% of the employee's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- b) For each other employee who is a member of Local Super:

- (i) 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
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Clause 40: SALARY SACRIFICE – SUPERANNUATION

Subject to the following conditions an employee may apply to the Chief Executive Officer or his/her nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to Local Super.

- [a] 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
- [b] 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.
- [c] Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- [d] The application shall be in writing on the form provided by People & Organisational Development and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for his/her on-going living expenses.
- [e] Each employee may review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- [f] The individual agreement to salary sacrifice may be rescinded by the employee provided one [1] month's prior notice in writing is given to the Council officer responsible for payroll.
- [g] 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 the contributions made to Local Super will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- [h] Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

Clause 41: SICK & ACCIDENT INSURANCE

The parties acknowledge that Sick and Accident Insurance coverage is provided by the employer for its employees.

This coverage will be provided from and with entitlements current to the provider specified; the specified provider may change during the period of this Agreement, such decision being outside of Council's control. Changes to the insurance plan will be notified to employees, by the employer, as soon as practical after the employer is notified.

Should the capacity to provide the coverage be detrimentally impacted, i.e. significant increase to premium costs, the position will be reviewed by the parties to the Agreement.

During a period that an employee is absent from work and covered by Council's Sickness and Accident Insurance policy, no annual or sick leave is accrued however such absence does not break continuity of service for the purposes of calculating long service leave.

Clause 42: AMALGAMATIONS

Where an amalgamation involving this Council is proposed an Amalgamation Consultative Committee comprising –

- Three employer representatives
- Two ASU Workplace representatives
- An ASU Industrial Officer

shall be established to discuss and agree the process for dealing with issues affecting staff as a result of any proposed amalgamation with another Council, or other Councils.

Clause 43: ANNUAL LEAVE LOADING

Annual leave loading of 17.5% will be paid to all employees covered by this Agreement in one lump sum in the first pay period in December of each year. This loading will be calculated on the available annual leave balance (including pro-rata balances) as at the last pay period in November of each year.

In the first year of operation of this clause, leave loading will be paid on the total annual leave accrual as at the last pay period in November 2010. Annual leave taken from the date of certification of this Agreement to the last pay period in November 2010 inclusive will be paid at the time the employee takes leave.



Clause 44: NO FURTHER CLAIMS

It is a condition of this Agreement that employees or the Union on behalf of the employees will not pursue any further claims in relation to wages or conditions of employment, except as provided for in this Agreement, for the duration of the Agreement.

Clause 45: QUANTUM AND TIMING

Following certification of this Agreement, the employer agrees to increase pay rates to employees covered by this Agreement by 4.0% from the first full pay period on or after the following dates - 1 July 2009, 1 July 2010 and 1 July 2011. The wage rates are detailed in Appendix 2 of this Agreement.

Clause 46: SIGNATORIES

Signed for and on behalf of the City of Tea Tree Gully by

..... /...../2010
Chief Executive Officer
Dianne Rogowski

In the presence of:

..... /...../2010
Witness

.....
[Please print name]

Signed for and on behalf of the Australian Services Union by

..... /...../2010
Branch Secretary
Katrine Hildyard

In the presence of:



..... /.../2010

Witness

.....
[Please print name]

Appendix 1 - REDEPLOYMENT

Statement of Principle

In accordance with the specific provisions contained within Enterprise Agreement No. 6 employees will not be retrenched but rather redeployment will occur by means of transfer to a position of equal or lower classification.

The goal of redeployment is not to place the employee in any job, but rather to place the employee into an appropriate job.

THE FOLLOWING GUIDELINES AIM TO CLARIFY AND DEFINE THE PROCESS WHICH WILL BE FOLLOWED.

Guidelines

Objectives of Redeployment

1. To ensure Council is able to meet changing customer and operational needs through the flexible deployment of its human resources.
2. Provide security of tenure for employees by the application of Council's "No Retrenchment" philosophy
3. Safeguard the interests of unattached employees through fair and reasonable redeployment practices.

Definitions, Principles and Procedures have been documented to complement this Statement of Principle and Guidelines and should be read in conjunction with it.

This Principle and Guidelines recognises the legitimate right of employees to have representatives involved in any redeployment related matter and encourages involvement to ensure fairness and reasonableness in the application of this Principle and Guidelines.

Council further recognises the needs of employees and their immediate families in the application of this Principle and Guidelines and has in place an Employee Assistance Program to provide free, confidential, professional counselling for employees and their family throughout the redeployment process.

Definitions

For the purposes of this document the following terms have these meanings:

Chief Executive Officer	means a person appointed to, or acting in the position of Chief Executive Officer of the City of Tea Tree Gully (or his/her nominee)
Employee	means a person who holds a permanent appointment within Council or who is employed on a fixed term basis
Unattached Employee	means an employee identified by the Chief Executive Officer (or his/her nominee) whose position is identified as excess to requirements in any area of operation, or any employee in a work team within which a position is declared redundant who volunteers for transfer or where the employee, through no fault of their own, no longer possesses the skills, ability or technical competence necessary for the proper performance of the duties of the position they hold
Redeployment	means the process by which an employee is identified as an unattached employee and transferred to a position within Council
Substantive Classification	means the substantive Award classification determined for the unattached employee's position, not inclusive of other loadings, annualised payments or allowances
Transfer	refers to the placement of an unattached employee into an alternative position within Council

Principles of Redeployment

The following principles should be applied to redeployment and form the basis for the procedures incorporated within this document.

- *THE PRIMARY AIM SHOULD BE FOR THE NEW POSITION TO BE COMPATIBLE WITH THE EMPLOYEE'S EXISTING SKILLS AND SUBSTANTIVE SALARY LEVEL, EVEN THOUGH SOME RETRAINING MAY BE REQUIRED. FOR STAFF IDENTIFIED AS UNATTACHED EMPLOYEES, THE NEW POSITION SHOULD BE SELECTED IN CONSULTATION WITH THE EMPLOYEE AND EFFECTED AFTER A REASONABLE PERIOD OF NOTICE AS DETERMINED BY THE C.E.O. (OR NOMINEE).*
- *IN THE CASE OF EMPLOYEES IDENTIFIED AS UNATTACHED, A COMPATIBLE POSITION MAY INCLUDE A POSITION WITH A LOWER CLASSIFICATION LEVEL, HOWEVER THIS SHOULD ONLY BE CONSIDERED WHEN ALL OTHER REASONABLE OPTIONS HAVE BEEN EXPLORED.*
- Where an unattached employee has been redeployed to a lower classified position, the lower classification shall not exceed 2 levels below the employee's substantive classification, unless otherwise mutually agreed between management and the employee.
- Where an unattached employee is redeployed to another position which is classified at a lower level, the employee will be paid at the rate of their new position plus wage maintenance up to an additional \$3000 p.a., provided this total figure does not exceed the substantive salary level of the employee's former position. All future wage/salary increases will be absorbed within this wage maintenance figure until such time as the wage/salary applicable to their redeployed position "catches up".
- Where an unattached employee has declined reasonable offers of redeployment to suitable alternative positions, a transfer may be effected without the agreement of the employee, provided that the employee has access to Council's Grievance Procedure. Any such transfer will not take place without consultation with the employee's representative, if applicable.
- In all circumstances where a redeployment has occurred, and after a reasonable period (not exceeding 6 months) the Director/Manager and the employee agree that the position is not suitable due to skills mismatch or the employee not being able to acquire the necessary skills, then the employee may be further redeployed once only to another suitable position.
- During the life of Enterprise Agreement No. 5 & 6 an employee who is redeployed more than once will have their wage/salary maintained at the equivalent of the first redeployment level.

- Directors/Managers/ Team Leaders retain responsibility for personnel identified as unattached employees until a transfer to an alternative position within Council is achieved.
- All unattached employees are to receive comprehensive advice on their abilities, prospects and career options for the duration of their job search. The Manager People & Organisational or People & Organisational Development Advisors will be available to provide support and up-to-date information on any aspect of redeployment.

Redeployment Procedures

Identification of Unattached Employees

- It is the responsibility of the Chief Executive Officer to recognise and take any necessary steps for which he/she is empowered to declare an employee as unattached in circumstances where:
 - the position occupied by an employee is no longer required
 - an employee no longer possesses the skills, ability or technical competence necessary for the proper performance of the duties of the position they hold through no fault of their own

Note: Redeployment Procedures are not to be applied as a means of resolving employee performance problems

- It is the responsibility of the Chief Executive Officer to ensure that consultation and notification requirements outlined in this Principle and Guidelines are observed.
- Before an employee is identified as unattached, the Chief Executive Officer shall determine whether natural attrition and/or the transfer of employees who volunteer to do so, will resolve the issue satisfactorily. In his/her determination, the Chief Executive Officer **must** take account of the service needs of Council and other relevant circumstances.
- Where natural attrition alone will resolve the issue of excess positions within a reasonable period of time, that course is to be taken and no further action is necessary.
- Where employees volunteer for transfer (with or without natural attrition) from a work team within which a position is declared redundant (and such arrangement is agreed with management), those transfers should be effected as soon as suitable positions are available
- Where natural attrition and/or transfer of employees who volunteer to do so will not resolve the issue satisfactorily, the Chief Executive Officer should ensure that:
 - unattached employees are provided with appropriate work pending redeployment. It is preferable that unattached employees are moved as soon as practicable from any position

- that is no longer required to ensure that any new work arrangements are established and staff are settled as quickly as possible. This will attempt to minimise job loss factors such as low self-esteem, anger, despondency, etc.
- the timing of individual redeployment takes into account any consequent effect on work arrangements for remaining employees

Notification and Consultation

- Where an employee is to be redeployed he/she is to be advised both verbally and in writing of that fact and notified that redeployment will be effected in accordance with the procedures set out in this document. The advice should be given by the Chief Executive Officer and include a statement of the reasons for the action being taken.

The Chief Executive Officer shall also ensure that the employee or group of employees affected are advised and provided with details of what action is proposed to remedy the situation.

- Where the Chief Executive Officer becomes aware that there is, or is likely to be, an excess of employees engaged in any area of operation within Council, the Chief Executive Officer shall notify the relevant union/s of the classification and number of excess employees and the reasons for that excess occurring.
- The Chief Executive Officer (or his/her nominee) shall arrange for the appropriate officer from the People & Organisational Development team to counsel affected employees. Counselling is to include such matters as the reasons for the position no longer being required, the implications of being identified for redeployment, the options available, with particular reference to the role and involvement of the employee affected and the rights and obligations of all parties. An affected employee can nominate an appropriate party of their choosing to be present.

Employees will be advised of the availability of personal counselling for themselves and their immediate families through the Employee Assistance Program.

Filling of Vacant Positions

- Before taking action to fill any vacant positions, the responsible Director /Manager/Team Leader is required to assess the suitability of any unattached employees.
- Where an unattached employee is assessed as able to adequately perform the duties, the employee should be deemed to be "suitable" for transfer to the vacancy. It is acknowledged that in some circumstances the need for particular skills/experience/expertise may preclude the placement of an unattached employee into any identified vacant position within Council.
- Where more than one unattached employee is assessed as suitable for transfer, selection should be determined in accordance with the merit principle.

Retraining

- Where, given the existing skills and/or knowledge of an employee, suitable redeployment cannot be arranged, a Retraining Plan will be developed by the Team Leader /Manager/ Director previously responsible for the unattached employee, in consultation with People & Organisational Development and the unattached employee in accordance with the principles outlined in this Principle and Guidelines.
 - If retraining is to be offered, the nature and extent of support will be determined by the Team Leader/Manager/ Director previously responsible for the unattached employee, in consultation with People & Organisational Development and the employee (and their representative if nominated).
 - The particular circumstances of the individual employee, the current and anticipated needs of Council should be taken into account in each case.



Appendix 2 – WAGE RATES

Classification	Current Salary	4% increase effective from 1st full pay period on or after 1/7/09	4% increase effective from 1st full pay period on or after 1/7/10	4% increase effective from 1st full pay period on or after 1/7/11
Level 1				
1st Year of Service	\$ 37,934.25	\$39,451.62	\$41,029.68	\$42,670.87
2nd Year of Service	\$ 38,739.02	\$40,288.58	\$41,900.13	\$43,576.13
3rd Year of Service	\$ 39,863.83	\$41,458.38	\$43,116.71	\$44,841.38
4th Year of Service	\$ 41,070.20	\$42,713.01	\$44,421.53	\$46,198.39
5th Year of Service	\$ 42,276.58	\$43,967.65	\$45,726.35	\$47,555.40
6th Year of Service	\$ 43,481.39	\$45,220.65	\$47,029.47	\$48,910.65
Level 2				
1st Year of Service	\$ 44,703.46	\$46,491.60	\$48,351.26	\$50,285.31
2nd Year of Service	\$ 45,909.84	\$47,746.23	\$49,656.08	\$51,642.32
3rd Year of Service	\$ 47,116.21	\$49,000.86	\$50,960.90	\$52,999.33
4th Year of Service	\$ 48,322.59	\$50,255.50	\$52,265.72	\$54,356.34
Level 3				
1st Year of Service	\$ 49,527.40	\$51,508.50	\$53,568.84	\$55,711.59
2nd Year of Service	\$ 50,733.78	\$52,763.13	\$54,873.66	\$57,068.60
3rd Year of Service	\$ 51,940.16	\$54,017.77	\$56,178.48	\$58,425.62
4th Year of Service	\$ 53,146.54	\$55,272.40	\$57,483.30	\$59,782.63
Level 4				
1st Year of Service	\$ 54,351.35	\$56,525.40	\$58,786.42	\$61,137.87
2nd Year of Service	\$ 55,557.73	\$57,780.03	\$60,091.24	\$62,494.89
3rd Year of Service	\$ 56,764.10	\$59,034.67	\$61,396.05	\$63,851.90
4th Year of Service	\$ 57,970.48	\$60,289.30	\$62,700.87	\$65,208.91
Level 5				
1st Year of Service	\$ 59,175.29	\$61,542.30	\$64,004.00	\$66,564.16
2nd Year of Service	\$ 60,381.67	\$62,796.94	\$65,308.81	\$67,921.17
3rd Year of Service	\$ 61,588.05	\$64,051.57	\$66,613.63	\$69,278.18
Level 6				
1st Year of Service	\$ 63,597.63	\$66,141.54	\$68,787.20	\$71,538.69
2nd Year of Service	\$ 65,607.22	\$68,231.51	\$70,960.77	\$73,799.20
3rd Year of Service	\$ 67,618.37	\$70,323.11	\$73,136.03	\$76,061.47
Level 7				
1st Year of Service	\$ 69,627.96	\$72,413.08	\$75,309.60	\$78,321.98
2nd Year of Service	\$ 71,637.54	\$74,503.04	\$77,483.17	\$80,582.49
3rd Year of Service	\$ 73,647.13	\$76,593.01	\$79,656.73	\$82,843.00
Level 8				
1st year of Service	\$ 76,059.88	\$79,102.28	\$82,266.37	\$85,557.02
2nd Year of Service	\$ 78,471.07	\$81,609.91	\$84,874.31	\$88,269.28
3rd Year of Service	\$ 80,883.83	\$84,119.18	\$87,483.95	\$90,983.31



Senior Officers rates

Classification	Current Salary	4% increase effective from 1st full pay period on or after 1/7/09	4% increase effective from 1st full pay period on or after 1/7/10	4% increase effective from 1st full pay period on or after 1/7/11
Level 1 Step 1	\$ 63,597.63	\$66,141.54	\$68,787.20	\$71,538.69
Level 1 Step 2	\$ 65,607.22	\$68,231.51	\$70,960.77	\$73,799.20
Level 1 Step 3	\$ 67,618.37	\$70,323.11	\$73,136.03	\$76,061.47
Level 2 Step 1	\$ 69,627.96	\$72,413.08	\$75,309.60	\$78,321.98
Level 2 Step 2	\$ 71,637.54	\$74,503.04	\$77,483.17	\$80,582.49
Level 2 Step 3	\$ 73,647.13	\$76,593.01	\$79,656.73	\$82,843.00
Level 3 Step 1	\$ 76,059.88	\$79,102.28	\$82,266.37	\$85,557.02
Level 3 Step 2	\$ 78,471.07	\$81,609.91	\$84,874.31	\$88,269.28
Level 3 Step 3	\$ 80,883.83	\$84,119.18	\$87,483.95	\$90,983.31
Level 4 Step 1	\$ 83,364.04	\$86,698.60	\$90,166.55	\$93,773.21
Level 4 Step 2	\$ 86,501.57	\$89,961.63	\$93,560.09	\$97,302.50
Level 5 Step 1	\$ 90,423.47	\$94,040.41	\$97,802.03	\$101,714.11
Level 5 Step 2	\$ 93,561.00	\$97,303.44	\$101,195.58	\$105,243.40
Level 6 Step 1	\$ 97,482.90	\$101,382.22	\$105,437.51	\$109,655.01
Level 6 Step 2	\$ 100,620.43	\$104,645.25	\$108,831.06	\$113,184.30
Level 7 Step 1	\$ 104,542.34	\$108,724.03	\$113,072.99	\$117,595.91
Level 7 Step 2	\$ 109,248.62	\$113,618.57	\$118,163.31	\$122,889.84
Level 8 Step 1	\$ 113,892.16	\$118,447.85	\$123,185.76	\$128,113.19
Level 8 Step 2	\$ 120,167.21	\$124,973.90	\$129,972.86	\$135,171.77
Level 9	\$ 131,211.30	\$136,459.75	\$141,918.14	\$147,594.87
Level 10	\$ 145,267.41	\$151,078.11	\$157,121.23	\$163,406.08



Casual rates

Classification	Current Hourly Rate 1/7/2008	Hourly rate effective from 1st full pay period on or after 1/7/09	Hourly rate effective from 1st full pay period on or after 1/7/10	Hourly rate effective from 1st full pay period on or after 1/7/11
Level 1				
1st Year of Service	\$23.03699	\$23.9585	\$24.9168	\$25.9135
2nd Year of Service	\$23.52572	\$24.4667	\$25.4454	\$26.4632
3rd Year of Service	\$24.20880	\$25.1771	\$26.1842	\$27.2316
4th Year of Service	\$24.94142	\$25.9391	\$26.9766	\$28.0557
5th Year of Service	\$25.67404	\$26.7010	\$27.7690	\$28.8798
6th Year of Service	\$26.40571	\$27.4619	\$28.5604	\$29.7028
Level 2				
1st Year of Service	\$27.14785	\$28.2338	\$29.3631	\$30.5376
2nd Year of Service	\$27.88046	\$28.9957	\$30.1555	\$31.3617
3rd Year of Service	\$28.61309	\$29.7576	\$30.9479	\$32.1858
4th Year of Service	\$29.34570	\$30.5195	\$31.7403	\$33.0099
Level 3				
1st Year of Service	\$30.07737	\$31.2805	\$32.5317	\$33.8329
2nd Year of Service	\$30.80999	\$32.0424	\$33.3241	\$34.6570
3rd Year of Service	\$31.54261	\$32.8043	\$34.1165	\$35.4811
4th Year of Service	\$32.27522	\$33.5662	\$34.9089	\$36.3052
Level 4				
1st Year of Service	\$33.00689	\$34.3272	\$35.7003	\$37.1283
2nd Year of Service	\$33.73951	\$35.0891	\$36.4927	\$37.9524
3rd Year of Service	\$34.47213	\$35.8510	\$37.2851	\$38.7765
4th Year of Service	\$35.20475	\$36.6129	\$38.0775	\$39.6006
Level 5				
1st Year of Service	\$35.93641	\$37.3739	\$38.8688	\$40.4236
2nd Year of Service	\$36.66903	\$38.1358	\$39.6612	\$41.2477
3rd Year of Service	\$37.40165	\$38.8977	\$40.4536	\$42.0718
Level 6				
1st Year of Service	\$38.62204	\$40.1669	\$41.7736	\$43.4445
2nd Year of Service	\$39.84244	\$41.4361	\$43.0936	\$44.8173
3rd Year of Service	\$41.06379	\$42.7063	\$44.4146	\$46.1912
Level 7				
1st Year of Service	\$42.28418	\$43.9756	\$45.7346	\$47.5640
2nd Year of Service	\$43.50458	\$45.2448	\$47.0546	\$48.9367
3rd Year of Service	\$44.72498	\$46.5140	\$48.3745	\$50.3095
Level 8				
1st year of Service	\$46.19021	\$48.0378	\$49.9593	\$51.9577
2nd Year of Service	\$47.65449	\$49.5607	\$51.5431	\$53.6048
3rd Year of Service	\$49.11973	\$51.0845	\$53.1279	\$55.2530

Junior rates and Creche rates



Classification	Current Hourly Rate of pay	Hourly rate from 1st full pay period on or after 1/7/09	Hourly rate from 1st full pay period on or after 1/7/10	Hourly rate from 1st full pay period on or after 1/7/11
Level 1A Step 1	\$16.31243	\$16.96493	\$17.64353	\$18.34927
Level 1A Step 2	\$16.80068	\$17.47271	\$18.17161	\$18.89848
Level 1A Step 3	\$17.28894	\$17.98050	\$18.69972	\$19.44771
Level 1A Step 4	\$18.26545	\$18.99607	\$19.75591	\$20.54614
JUNIOR EMPLOYEES 17 years of age and under are paid at 62% of 1st year adult service rate 18 years of age are paid at 72% of the 1st year adult service rate 19 years of age are paid at 82% of the 1st year adult service rate 20 years of age are paid at 92% of the 1st year adult service rate				
Classification	Current Hourly Rate of pay	Hourly rate from 1st full pay period on or after 1/7/09	Hourly rate from 1st full pay period on or after 1/7/10	Hourly rate from 1st full pay period on or after 1/7/11
PERMANENT				
17 Yrs of Age	\$11.90245	\$12.37854	\$12.87369	\$13.38863
18 Yrs of Age	\$13.82220	\$14.37508	\$14.95009	\$15.54809
19 Yrs of Age	\$15.74194	\$16.37162	\$17.02649	\$17.70755
20 Yrs of Age	\$17.66169	\$18.36816	\$19.10289	\$19.86700
Classification	Current Hourly Rate of pay	Hourly rate from 1st full pay period on or after 1/7/09	Hourly rate from 1st full pay period on or after 1/7/10	Hourly rate from 1st full pay period on or after 1/7/11
JUNIOR EMPLOYEES -CASUAL				
17 Yrs of Age	\$14.28294	\$14.85425	\$15.44842	\$16.06636
18 Yrs of Age	\$16.58663	\$17.25010	\$17.94010	\$18.65771
19 Yrs of Age	\$18.89033	\$19.64595	\$20.43178	\$21.24906
20 Yrs of Age	\$21.19403	\$22.04179	\$22.92347	\$23.84040