

# **TOWN OF GAWLER MUNICIPAL OFFICERS ENTERPRISE AGREEMENT 2013**

**File No. 529 of 2014**

**This Agreement shall come into force on  
and from 12 February 2014 until 30 June  
2016.**

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



DATED 11 FEBRUARY 2014.

A handwritten signature in black ink, appearing to read "Lara Bant", is written over a horizontal line.

COMMISSION MEMBER

# Town of Gawler Municipal Officers Enterprise Agreement 2013

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## **PART 1 APPLICATION AND OPERATION OF AGREEMENT**

### **1.1 TITLE**

This Agreement shall be known as the Town of Gawler Municipal Officers Enterprise Agreement 2013

### **1.2 DEFINITIONS**

1.2.1 'Act' means the Fair Work Act 1994.

1.2.2 'Agreement' means the Town of Gawler Municipal Officers Enterprise Agreement 2013

1.2.3 'Award' means the South Australian Municipal Salaried Officers Award.

1.2.4 'Commission' means the Industrial Relations Commission of South Australia.

1.2.5 'Consultation' means the sharing of information and the exchange of views between the Parties and includes the genuine opportunity for Employees to contribute effectively to all decision-making processes that may affect them. An objective of consultation is reaching agreed outcomes with all Parties being open to exploring possible options.

1.2.6 'Council' means the Town of Gawler.

1.2.7 'Customer' means - without limitation - electors, ratepayers, residents, visitors, guests, agencies, and representatives of government agencies and instrumentalities, Elected Members and work colleagues.

1.2.8 'Employees' means persons employed by the Council whose terms and conditions of employment are covered by this Agreement, which expressly excludes the Chief Executive Officer, the Manager Development, Environmental & Regulatory Service, Manager Infrastructure & Engineering Services, Manager Library & Community Services and Manager Finance & Corporate Services or successor positions and those members engaged by the Council under the Town of Gawler/AWU existing Collective Agreement

1.2.9 'Employer' means the Town of Gawler.

1.2.10 'Employee Representative(s)' means an Employee elected by Employees, whose role is to effectively represent the interests of Employees at the workplace.

1.2.11 'Executive' means the Executive Management Group which includes the Chief Executive Officer and persons holding the position of Manager Development, Environmental & Regulatory Service, Manager Infrastructure &

Engineering Services, Manager Library & Community Services and Manager Finance & Corporate Services, or replacement position.

1.2.12 'Parties' means the parties bound by this Agreement as stipulated in Clause 1.4.

1.2.13 'Purchased Leave' means additional annual leave funded through the reduction of ordinary salary rate by the number of weeks of purchased leave and annualised at a pro rata rate over a twelve month period.

1.2.14 'Town of Gawler' means the Employer.

### **1.3 PERIOD OF OPERATION**

This Agreement shall commence from the date of Certification by the Industrial Relations Commission of South Australia and shall remain in force to the 30 June 2016.

### **1.4 PARTIES BOUND**

This Agreement is binding on

- I. the Town of Gawler in respect of its Employees who are employed pursuant to the Award except for those excluded in Clause 1.2.8; and
- II. the Australian Services Union in respect of its members employed pursuant to the Award.

### **1.5 RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award.

Where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail.

### **1.6 AIM**

1.6.1 The aim of this Agreement is to provide a framework for a collaborative and productive workplace that improves the performance of the Town of Gawler and achieves demonstrable productivity improvements.

1.6.2 The parties are therefore committed to: undertaking process reviews to identify and establish relevant performance specifications; contributing to and implementing initiatives and improvements in performance and service provision; and developing, redesigning, streamlining and documenting processes and procedures.

1.6.3 MOEAC shall be the consultative group to receive and consider all ideas and suggestions arising from process reviews and other initiatives in accordance with Clause 1.7 of this Agreement.

## **1.7 MUNICIPAL OFFICERS ENTERPRISE AGREEMENT COMMITTEE**

1.7.1 The Municipal Officers Enterprise Agreement Committee (MOEAC) comprises:

- 1.7.1.1 up to four Employer representatives nominated by the Employer;
- 1.7.1.2 up to five Employee representatives elected by Employees by ballot with the majority deciding the outcome; and
- 1.7.1.3 external parties, as applicable or invited from time to time.

1.7.2 MOEAC shall have the responsibility to:

- 1.7.2.1 negotiate the terms and conditions of any subsequent Agreement;
- 1.7.2.2 review and monitor the operation and implementation of this Agreement;
- 1.7.2.3 reach decisions through consensus that shall operate as recommendations to the parties they represent;
- 1.7.2.4 assist with the resolution of disputes arising out of the operation of this Agreement; and
- 1.7.2.5 meet to formally review the outcomes of the initiatives and changes arising from this Agreement.

1.7.3. Having regard to the role for which it is established, the MOEAC shall operate within the Terms of Reference agreed by MOEAC representatives and will meet at least six-monthly or as otherwise agreed to:

- 1.7.3.1 form part of the consultation process and consider issues deemed to be of 'significant impact' to Employees' interests;
- 1.7.3.2 hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues;
- 1.7.3.3 make recommendations to the Employer, where appropriate, through consensus;
- 1.7.3.4 participate in identifying, developing and reviewing human resource policies pursuant to Clause 2.1.3 Human Resources Policy;
- 1.7.3.5 provide a forum for information flow between the Employer and Employees;
- 1.7.3.6 monitor and review consultative practices and processes on an ongoing basis to ensure that consultation with all Employees is effective and follows the guiding principles of Clause 2.1 Employee Consultation and Change Management.

## **1.8 NO FURTHER CLAIMS**

The Parties agree that during the period of operation of this Agreement there shall be no further salary increases or conditions of employment sought or granted except for those provided for under the terms of this Agreement.

## **PART 2. CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 EMPLOYEE CONSULTATION AND CHANGE MANAGEMENT**

The Employer recognises that Employee involvement in decision making processes that impact on their employment is critical to the success of the organisation. The Town of Gawler is therefore committed to engage in timely and constructive consultative practices with all Employees in accordance with the following guiding principles.

#### **2.1.1. Consultation Method**

2.1.1.1. Consultation shall occur with Employees in a variety of ways which may include:

- i. organisation, department or workgroup meetings;
- ii. direct discussion with the immediate Manager, Supervisor or Team Leader;
- iii. formal workplace meetings conducted by designated MOEAC members; and /or
- iv. other methods.

2.1.1.2 Information will be distributed to Employees in a variety of ways which may include:

- i. presentations and handouts provided at meetings;
- ii. electronic communication, including email and the intranet; and/or
- iii. workgroup notice boards.

#### **2.1.2 Introduction of Significant Change**

Significant change may impact on the organisation, department or a discrete work group from time to time in response to economic, social or environmental influences. Where significant change is identified, MOEAC members shall be the principal group engaged in initial consultation and development of change management strategy and initiatives.

#### **2.1.3 Human Resources Policy**

The Town of Gawler Human Resources Policy Manual contains policies and procedures that require review, development and/or revision on an ongoing basis. The CEO (or nominee) shall coordinate policy development and review in consultation with MOEAC members prior to commencing the consultative process with all Employees. Policies will not be finalised without referring feedback arising from the consultative process to MOEAC members.

#### **2.1.4 Review of Consultation and Change Management processes**

MOEAC members will monitor and review the implementation and operation of Part 2.

## **2.2 DISPUTE SETTLEMENT PROCEDURE**

2.2.1 In the event of a dispute relating to the implementation or application of this Agreement the following procedure shall apply:

2.2.1.1 If possible Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Team Leader/Manager. If the Employee wishes, he or she may involve a Representative of their choice in attempting to resolve the dispute. Conversely, Team Leaders/Managers will seek to resolve any dispute with the Employees concerned.

2.2.1.2 If the dispute remains unresolved the matter should be referred to MOEAC. The Employee may involve an Employee representative.

2.2.1.3 If the issue remains unresolved, the parties may, jointly or individually, refer the matter in dispute to the Commission for determination by way of conciliation and/or arbitration. Both parties agree to be bound by a decision of the Commission.

2.2.1.4 The parties agree that normal work will continue in accordance with the reasonable direction of the Employer provided that neither party to the dispute shall be prejudiced in the resolution of the dispute.



## **PART 3. EMPLOYMENT RELATIONS**

### **3.1 EMPLOYMENT SECURITY**

#### **3.1.1 Organisational Change**

3.1.1.1 In the event of organisational change, the Employer will consult with the relevant Employees.

#### **3.1.2 Redeployment**

3.1.2.1 Executive will redeploy Employees whose positions have become redundant according to operational needs, to carry out such duties as are within the limits of the Employee's skills, competence, training and position classification.

3.1.2.2 Where an Employee is redeployed to such a position that is available or exits and to a position carrying a lower classification, their pre-transfer salary will be maintained for a period of two years. At the conclusion of the two year period, the Employee will be reclassified in accordance with the new position.

3.1.2.3 An Employee shall be given at least two weeks to consider a redeployment position or VSP.

3.1.2.4 If the Employee decides to commence redeployment, the Employee has four weeks to trial the redeployed position and then, if the Employee opts for a voluntary separation package (VSP), it is subject to four weeks' notice.

#### **3.1.3 Voluntary Separation Packages (VSPs)**

3.1.3.1 While the preferred method of responding to a need to reduce Employee numbers is through redeployment, the parties recognise that, on occasion, management and Employees may agree to a voluntary separation.

3.1.3.2 Where an employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:

- i. ten weeks' notice of termination or payment in lieu thereof;
- ii. three weeks of weekly salary for each continuous year of service with Council;
- iii. an amount of up to \$3,000 for reimbursement of out placement assistance during the first year of separation, or until re-employment (whichever is the sooner). Alternatively, an Employee may elect to be paid an amount of \$2,500 upon separation instead of the reimbursement; and
- iv. accrued Long Service Leave irrespective of length of service.
- v. An employee, who has taken a voluntary separation package under the provisions of this clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

3.1.3.3 For the purposes of Clause 3.1.3.2 'Salary' shall include regular penalties and total income pursuant to an employment package.

## **3.2 RESOURCE SHARING**

- 3.2.1 The parties express an ongoing commitment to the concept of Resource Sharing by agreement of the parties.
- 3.2.2 Employees involved in Resource Sharing shall remain Employees of the Employer.
- 3.2.3 No Employee shall suffer any reduction in remuneration or benefits.
- 3.2.4 Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed.

## **3.3 PLANNED RETIREMENT CONTRACTS**

- 3.3.1 An Employee may apply for a Planned Retirement Contract (PRC).
- 3.3.2 The Employer may, at its discretion, enter into a PRC.
- 3.3.3 A PRC shall be a contract for a fixed term of up to two years, and shall be without regard to the classification of the Employee contracting for Planned Retirement.
- 3.3.4 On voluntarily contracting with the Council for Planned Retirement, an Employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the Employee voluntarily entering a PRC will be those applying immediately before the commencement of the contract, unless specifically altered by the PRC.
- 3.3.5 A voluntary PRC can allow for the planned, staged reduction in work time while maintaining income through the drawdown of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day, as well as allowing more frequent use of one week blocks of leave.
- 3.3.6 The PRC will, at commencement, and then for each three month period, set the working weeks, which days of the week will be worked and the duration of the working day, together with the form of leave to be used. Any reduction in duties from the normal Position Description is to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

## **PART 4. RATES OF PAY AND RELATED MATTERS**

### **4.1. SALARY INCREASES**

4.1.1 Upon Certification of this Agreement, the existing salary of Employees shall be adjusted in accordance with the following increases:

4.1.1.1 A first increase of 3% shall be paid and backdated to be effective from 1 July 2013;

4.1.1.2 A second increase of 3% shall be paid effective from 1 July 2014; and

4.1.1.3 A third increase of 3% shall be paid effective from 1 July 2015.

4.1.2 The adjusted salary rates in Clause 4.1.1 are shown at Schedule 1.

### **4.2. PRODUCTIVITY INCREASES**

From 1<sup>st</sup> July 2013 employees may receive a further 0.5% (Year 1 & Year 2 of the agreement) and 0.75% (Year 3 of the agreement), payable in arrears, subject to the achievement of operational Cost Savings (excluding depreciation) and Efficiency Targets detailed below for the respective years ending 30/6/2015. The Municipal Officers Enterprise Committee (MOEAC), the Local Government Employees Enterprise Agreement Committee (LGEEAC) and Executive Management Group will meet on at least a quarterly basis to review and determine actual achievements against the cost savings and efficiency targets for the organisation. Any of the above additional payments due will then be paid within one month of the determination by the joint MOEAC, LGEEAC and Executive Management Group.

	<b>Year 1 (2013/14) Target</b>	<b>Year 2 (2014/15) Target</b>	<b>Year 3 (2015/16) Target</b>
<b>Cost Savings</b> Recurrent saving from annual adopted budget Excluding following budget items: New Initiatives Depreciation AWU, CEO, Managers & Elected Member employment costs	\$300,000	\$300,000	\$300,000
<b>Efficiency Targets</b> efficiency dividend from annual adopted budget. (i.)	<ul style="list-style-type: none"><li>• Time</li><li>• Quality</li><li>• Quantity</li><li>• Cost (non-recurrent)</li></ul>		

- i. The Efficiency Targets will comprise of performance parameters as they pertain to Time, Quality, Quantity and Cost (non-recurrent) Individual and or collective efficiencies gained will be monitored, tabulated and considered in the context of the Cost Savings also achieved for the purpose of then determining the additional payments. Any excessive savings achieved from the target objective in each year will be carried over to count towards the target objective the following year.
- ii. The additional payments will be paid in arrears as a lump sum bonus within one month of the determination which is not compounded to 4.1.1.

### **4.3. SUPERANNUATION**

- 4.3.1 From 1 January 2012 Employees shall be provided with a Standard Choice Form to enable Employees to choose any eligible choice of fund.
- 4.3.2 Where an Employee does not make a choice of fund, Statewide Super shall be the Employer's nominated fund.
- 4.3.3 Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund at any time during the life of this Agreement.
- 4.3.4 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the amount salary sacrificed to superannuation.
- 4.3.5 Any information or figures provided on request by Council's Payroll Office to employees on the implications of salary sacrificing will not constitute professional advice or a recommendation.

### **4.4. RECLASSIFICATION**

- 4.4.1 Any request for a reclassification shall be determined by the Executive within two months of receipt of such application. Date of reclassification shall take effect from the date on which the application was received by the Executive, and shall be applied as per the Award.
- 4.4.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

### **4.5. SERVICE RECOGNITION PAYMENT**

- 4.4.1 The parties acknowledge that previous Enterprise Agreements contained provisions related to a Service Recognition Payment which was paid to eligible Employees when they left the employment of the Town of Gawler.
- 4.4.2 The Service Recognition Payment accrued at the rate of three weeks' pay after ten years satisfactory service with the Town of Gawler and increased by 0.5 weeks for each completed year of satisfactory service.
- 4.4.3 The parties agree that the Service Recognition Payment provisions and ongoing accrual of an entitlement as set out in 4.4.2 shall not apply from 1 July 2010.
- 4.4.4 Preservation of the Service Recognition Payment for existing Employees under revised eligibility conditions shall apply as follows:
  - 4.5.4.1 Existing Employees who have completed a minimum of five years of service at the Town of Gawler as at 1 July 2010 shall have their entitlement capped and frozen as at that date and calculated at their

rate of pay that applies under this Agreement, i.e. as at 1 July 2010.

4.5.4.2 The completion of ten years' service for eligible Employees shall continue to apply.

4.5.5 When eligible employees have completed ten years' service they can elect to access their entitlement in the following ways:

4.5.5.1 paid out in cash;

4.5.5.2 paid into a Superannuation Fund of their choice;

4.5.5.3 paid on termination of employment; or

4.5.5.4 any other arrangement as agreed between the Employee and Employer.

4.5.6 Calculations for part time and casual employees shall be on a pro-rata basis.

#### **4.6 INCOME PROTECTION INSURANCE**

4.6.1 The Employer will provide Employees with Income Protection Insurance Policy coverage.

4.6.2 Employees may request a copy of the insurance policy and will be kept advised of changes to entitlements under the policy.

4.6.3 An employee's continuity of service and accruals for long service leave entitlements will not be affected whilst on Income Protection

4.6.4 An employee's continuity of service for annual and sick leave entitlements will not be affected whilst on Income Protection but does not count for further accruals.

## **PART 5. WORKING ARRANGEMENTS**

### **5.1. ORDINARY HOURS OF WORK**

- 5.1.1 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or Special Hours Arrangements attached at Appendix 1.
- 5.1.2 The parties recognise the principle that the business needs of the Employer should be the primary determinant of hours of operation and provision of service to customers. Any change to operating hours will be subject to consultation with affected Parties
- 5.1.3 The ordinary hours of work for full time Employees shall be 76 hours per fortnight to be worked between the hours of 7am and 8pm, Monday to Friday inclusive.

### **5.2. FLEXIBLE HOURS OF WORK (FLEXI TIME)**

- 5.2.1 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to Special Hours Arrangements attached at Appendix 1 or an individual salary package agreement.
- 5.2.2 Within the ordinary span of hours from 7am to 8pm on Monday to Friday, full time Employees may, by mutual agreement, accrue Flexi Time by working additional hours without attracting penalty rates, subject to the availability of suitable work and in accordance with the following provisions:
  - 5.2.2.1 up to 10 hours on any day;
  - 5.2.2.2 up to four consecutive 10 hour days;
  - 5.2.2.3 up to 86 hours in any two consecutive weeks.
- 5.2.3 Flexi time shall accrue to no more than 38 hours at the end of any given pay period. Any exceptions must be authorised by the relevant Team Leader or Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours provided that the time is taken in single days and with at least one week's notice.
- 5.2.4. Nothing contained herein shall prevent Employees from continuing with existing working hours arrangements or negotiating other flexible working hours' arrangements with the relevant Team Leader or Manager. Any such mutually agreed arrangement shall be recorded in writing and a copy retained by the Employee and Council.

### **5.3. PART TIME EMPLOYEES**

- 5.3.1 Part-time Employees may work additional hours in accordance with Clause 5.1 herein.
- 5.3.2 Additional hours shall be paid at the ordinary rate of pay and accrue leave entitlements.
- 5.3.3 Superannuation payments shall apply to all additional hours worked.

### **5.4 CASUAL EMPLOYEES**

- 5.4.1 The maximum hours per anniversary year for casual employees is 1300 hours per annum.
- 5.4.2 The casual loading shall be increased incrementally to a maximum of 25% per annum in accordance with the following:
  - 2011 21%
  - 2012 22%
  - 2013 23%
  - 2014 24%
  - 2015 25%

### **5.5. OVERTIME**

- 5.5.1 This Clause applies to all Employees covered by this Agreement, except those Employees whose employment is subject to an individual salary package agreement or special hours arrangements attached at Appendix 1.
- 5.5.2 Overtime shall be applied in the following specific circumstances:
  - 5.5.2.1 All authorised work performed in excess of 86 hours (Monday to Friday) in each two week period.
  - 5.5.2.2 All authorised work performed outside the span of ordinary working hours, as detailed at Clause 5.1, excluding Public Holidays.
- 5.5.3 Where an Employee is requested to work additional hours and overtime penalty rates are to apply, overtime is to be paid or accrued as Flexi Time at the applicable overtime rate in accordance with the Award.
- 5.5.4 Where possible, Employees will be given at least 24 hours' notice of the direction to work overtime (excluding call outs).
- 5.5.5 The working of overtime and payment for overtime worked will only apply where an Employee is directed by the Council to work overtime. Where an Employee is directed to work overtime for a period of less than one hour, the Employee will be entitled to payment for one hour at the applicable overtime rate in accordance with the Award.

5.5.6 Where an Employee is required to work overtime beyond a required meal break and is not provided with at least 24 hours' notice and is not provided with a meal the Employee will be entitled to a meal allowance.

5.5.7 Where an Employee works planned overtime in accordance with Clause 5.5.4, the Employee will not be entitled to a meal allowance.

**5.6. ATTENDANCE AT COUNCIL AND/OR COMMITTEE MEETINGS**

5.6.1 Employees who are required to attend Council or Committee meetings shall accrue overtime in accordance with Clause 5.5.3 for all hours worked in excess of 10 hours per day.



## **PART 6. LEAVE**

### **6.1 Payment of Leave**

Leave entitlements (including public holidays) shall be paid to Employees for each absence from work in accordance with the following:

- 6.1.1 Full time Employees working Flexi Time shall be paid 7.6 hours for each day claimed; or
- 6.1.2 Employees working regular standard hours shall be paid at the rate of their normal daily hours.

### **6.2 Annual leave**

Annual leave shall be in accordance with the Award.

### **6.3 Sick leave**

Sick leave entitlements shall accrue and be accessed in accordance with the Award. Employees may access their sick leave entitlement in accordance with the provisions herein for the purposes of:

- i. paid family leave;
- ii. emergency leave;
- iii. supplementary bereavement leave, subject to Clause 6.5.3 herein.

#### **6.3.1 Paid Family leave**

6.3.1.1 An Employee with responsibilities in relation to members of their immediate family or members of their household who need the Employee's care and support shall be entitled to use their annual sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.

6.3.1.2 The Employer may approve up to a maximum of ten days carers leave per accrual year where an Employee's annual entitlement is available to access.

6.3.1.3 An Employee shall not be required to produce a medical certificate provided that, for any period of paid carers leave where three or more consecutive days are taken together, or single days taken together with a public holiday or flexi day, or where both days preceding and following a weekend are taken off duty, satisfactory evidence shall be submitted by the Employee concerned if required by the Employer.

6.3.1.4 The Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

### 6.3.2 Emergency leave

- 6.3.2.1 The Employer recognises the importance of family and personal life and the inherent responsibilities this brings to each Employee.
- 6.3.2.2 In addition to the provision of flexible working hours, as outlined in this Agreement, the Employer will allow the use of up to a maximum of five days each service year of available uncertified sick leave for emergency leave.
- 6.3.2.3 Emergency Leave with pay will not be approved for circumstances that could normally and reasonably be covered by Annual Leave, Rostered Days Off, time outside of normal hours or where arrangements can be reasonably made by the Employee to avoid taking the leave.
- 6.3.2.4 Emergency leave will ordinarily be utilised where the absence is unplanned, short term (a day or less) and requires the Employee's personal attention. This may include, but is not limited to, caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one hour and no more than 1 day on each occasion.
- 6.3.2.5 An Employee seeking Emergency Leave with pay must fully disclose the circumstances giving rise to the application and demonstrate why other forms of leave are not available or suitable. The Employer will treat the grounds of application in the strictest confidence.
- 6.3.2.6 Emergency leave shall not accumulate from year to year.

## 6.4 Unpaid Family leave

- 6.4.1 All Employees, including casual Employees, will be entitled to two days unpaid carers leave for each occasion when a member of the Employee's immediate family or household requires care and support because of:
  - i. a personal illness or injury of the family member or
  - ii. an unexpected emergency affecting that family member.
- 6.4.2 An Employee is entitled to unpaid carers leave only if the Employee complies with the following requirements:
  - i. the Employee must notify the Employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced, and
  - ii. the Employee may be required to provide evidence in the form of a medical certificate signed by a registered health practitioner or statutory declaration which identifies the name of the person who requires care and support and the relationship of the Employee to that person.

- 6.4.3 An Employee's entitlement to unpaid family leave may only be accessed when the Employee has exhausted his or her entitlement to paid sick and carers leave.

## **6.5 Bereavement Leave**

- 6.5.1 Bereavement leave at the time of the death of an immediate family or household member will be administered in accordance with the Award and this Agreement.
- 6.5.2 An Employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two ordinary days upon the death of an immediate family or household member.
- 6.5.3 Evidence of the death shall be provided by the Employee to the satisfaction of the Employer, if so requested, provided that more favorable terms of leave may be granted by the Employer if satisfied in any particular circumstance where the authorised compassionate leave is inadequate.
- 6.5.4 In circumstances where extra leave is required in addition to the above entitlement, Employees may utilise their sick leave entitlement to supplement Bereavement leave up to five days leave per occasion.
- 6.5.5 Unpaid leave for bereavement may be taken by agreement of the Employer.
- 6.5.6 Bereavement leave shall not accumulate from year to year.

## **6.6. Long service leave**

- 6.6.1 Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA) in addition to the following provisions.
- 6.6.1.1 Where an Employee increases or decreases their hours of work their long service leave accrual or entitlement shall be calculated and preserved at the amount applicable at the time of each change to their hours of work.
- 6.6.1.2 Long service leave may be accessed after 7 years' entitlement has accrued.
- 6.6.1.3 Long service leave accrued in the first 10 years of service must be taken by the completion of 13 years of service.
- 6.6.1.4 Long Service Leave can only be taken as a minimum of 1 week in a continuous period.

## **PART 7. EMPLOYEE DEVELOPMENT**

### **7.1 Study assistance**

7.1.1 Employees undertaking voluntary courses of study shall be permitted time off with pay of up to four hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisions:

7.1.1.1 such courses are appropriate to the Council and can be funded by the current budget; and

7.1.1.2 such courses and the method of undertaking such courses are approved and authorised by the Employer.

7.1.2 Employees undertaking courses of study by correspondence, subject to the provisions as prescribed in sub-clause 7.1.1 above, shall be permitted time off with pay of two hours per week for the purpose of completing exercises/assignments and examinations.

7.1.3 Where an Employee is authorised to take study leave in accordance with clause 7.1.1 and 7.1.2 herein, the Employer shall, on the Employee's satisfactory completion of each semester, presentation of receipts and other supporting documentation, reimburse the Employee for 50% of fees paid in respect of such course.

7.1.4 The reimbursement in accordance with clause 7.1.3 above shall cover:-

7.1.4.1 enrolment fees;

7.1.4.2 cost of text books, providing such text books shall remain the property of the Employer; and

7.1.5 Where an Employee leaves the employment of the Employer within two years of completing their course of study, the Employer may seek to recover 50% of the amount of study assistance reimbursed to the Employee.

### **7.2. Equitable access to employment opportunities**

All appointments will be based on the Town of Gawler HR Policy Recruitment and Selection which bases all appointments on the principles of merit and equity and provides existing Employees with career development and access to career paths and promotions.

**PART 8. SIGNATORIES**

Signed for and on behalf of:-

**Town of Gawler by**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Witness - Signature

\_\_\_\_\_

Witness – Print Name

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014

**Australian Services Union by**

\_\_\_\_\_

Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Witness - Signature

\_\_\_\_\_

Witness – Print Name

On this \_\_\_\_\_ day of \_\_\_\_\_ 2014

## **APPENDIX 1**

### **SPECIAL HOURS ARRANGEMENTS**

This Appendix shall apply to those employees engaged in the following occupational groups:

1. Library;
2. Aquatic & Recreational Services;
3. Inspectorial; and
4. Depot Operations.

These provisions replace all existing provisions provided through former enterprise agreements or negotiated arrangements.

#### **1. LIBRARY**

##### **1.1 Ordinary Hours**

The ordinary hours of work shall be 76 hours per fortnight worked between 7am to 8 pm, Monday to Friday and 8am - 2pm on Saturdays.

##### **1.2 Flexible hours (Flexi Time)**

1.2.1 Full time and part time employees will work in accordance with an agreed roster. Additional hours worked in excess of normal weekly hours shall accrue as flexi time.

1.2.2 Accrued flexi time may not exceed 38 hours at the end of each pay period. An Employee must give his/her Team Leader at least 24 hours' notice for approval to take flexi-time. Approval will only be granted when adequate relief arrangements can be made.

1.2.3 To accommodate the Library roster system, each employee is required to accumulate and maintain a Flex credit to the equivalent of 5 hours minimum. New employees will be expected to do so within 3 weeks of commencement.

##### **1.3. Overtime**

1.3.1 Overtime provisions shall apply in accordance with the Award for additional hours work outside of the ordinary span of hours.

1.3.2 Employees who are required to work on a rostered shift on an evening and/or weekend shall be paid an annualised loading of 3.53% in addition to their base rate of pay.

##### **1.4 Meal breaks**

An unpaid meal break of between 30 and 60 minutes is to be taken between 11:30am and 2:30pm.

##### **1.5 Casual Library staff**

1.5.1 Casual employees are not eligible for the 3.53% loading pursuant to sub-Clause 1.3.2 herein.

1.5.2 Flexi time shall not apply to casuals.

## **2. AQUATIC & RECREATION SERVICES**

### **2.1 Recreational Centre**

#### **2.1.1 Ordinary Span of Hours**

2.1.1.1 The ordinary hours of work shall be 38 hours per week however due to operational requirements, the following shall apply:

2.1.1.2 The span of ordinary hours that apply to employees engaged in recreational activities are 8.00am to 9.30pm Monday to Sunday.

2.1.1.3 The span of ordinary hours that apply to employees engaged in Out of School Hours Care are 7am to 7pm Monday to Saturday.

2.1.1.4 The span of ordinary hours that apply to employees engaged in the Swimming Pool during From 1 October to 31 March (the 'swimming season') shall be 5:30am to 8:30pm Monday to Sunday.

#### **2.1.2 Flexible hours (Flexi Time)**

2.1.2.1 Full time and part time employees may work in accordance with an agreed roster up to their maximum fortnightly hours without attracting penalty rates. Additional hours worked in excess of normal fortnightly hours shall accrue as flexi time for time.

2.1.2.2 Accrued Flexi Time will be applied as detailed in clause 5.2.3 (shown below)  
Flexi time shall accrue to no more than 38 hours at the end of any given pay period. Any exceptions must be authorised by the relevant Team Leader or Manager. Where more than 38 hours has accrued an Employee may be directed to reduce hours in excess of 38 hours provided that the time is taken in single days and with at least one week's notice.

#### **2.1.3.Overtime**

1.3.1 Overtime provisions shall apply in accordance with the Award for additional hours work outside of the ordinary span of working hours.

#### **2.1.4 Meal breaks**

An unpaid meal break of at least 30 minutes is to be taken on each occasion where the employee is required to work in excess of six consecutive hours.

### **3. INSPECTORIAL**

#### **3.1 Hours of Work**

3.1.1 The hours of work and span of hours that apply to full time Employees engaged in the position of General Inspector shall be 76 hours per fortnight to be worked between the hours of 7am and 8pm, Monday to Friday inclusive.

3.1.2 A 30 minute meal break shall be taken when the employee works over six continuous hours.

#### **3.2 Weekend Work**

3.2.1 Inspectors may be required to work on Saturdays between 9am and 12 noon. All hours worked shall be paid in accordance with Clause 5.4 of the Award.

3.2.2 All hours worked on a Sunday shall be paid for each hour or part thereof at the rate of double time.

#### **3.3 Callouts**

3.3.1 Callouts shall be worked and paid in accordance with the following provisions:

3.3.1.1. Callouts shall be paid at double time with a minimum payment of one and a half hours;

3.3.1.2 A one week 'On Call' rolling roster applies to service after hours call outs;

3.3.1.3 Employees may vary the roster between one another for personal reasons with Supervisor's approval; however one Inspector must be the responsible Call Out Officer at any time.

3.3.1.4 The employee must be in readiness to respond on site within 1 hour of a call out.

3.3.2 A fully maintained motor vehicle with restricted private use within a 50km radius of the General Inspector's home shall apply when on roster duty in compensation for participating in the on-call roster.



## **4. DEPOT OPERATIONS COORDINATORS**

### **4.1 Hours of Work**

4.1.1 The hours of work and span of hours that apply to Employees engaged as full time Coordinators at the Operations Depot shall be 76 hours per fortnight to be worked between the hours of 6am and 8pm, Monday to Friday inclusive.

4.1.2 An unpaid meal break of 30 minutes shall apply.

### **4.2 Weekend Work**

4.2.1 Hours worked before noon on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

4.2.2 All hours worked on a Sunday shall be paid for at the rate of double time.

### **4.3 Callouts**

4.3.1 Callouts shall be worked and paid in accordance with the following provisions:

4.3.1.1. After Hours Call Outs will be attended in accordance with the Call-Out Schedule.

4.3.1.2 Callouts shall be paid at double time. A minimum payment of one and a half hours applies.

4.3.1.3 An 'On Call' rolling roster applies to service after hours call outs for the depot operation work groups.

4.3.1.4 Employees may vary the roster between one another for personal reasons; however one Coordinator must be the responsible Call Out Officer for the work groups at any time.

4.3.2 A fully maintained motor vehicle with full private use shall apply to each Depot Operations Coordinator in compensation for participating in the on-call roster.

### **4.4 Removal of allowances**

4.4.1 The standby allowance of 4% is removed and a 4% wage increase shall apply only to the incumbents of existing Depot Operations Coordinator positions and forms a new base rate for all purposes of the Award and Agreement. This rate shall be paid with effect from the date of certification of this Agreement.

4.4.2 The 4% increase may not apply if the position for existing incumbents is redesigned and reclassified subject to the remuneration package.

### **4.5 Definition**

Depot Operation Work Groups:

- 1) Construction and Maintenance functional work group (Town Maintenance, Road & Footpath Maintenance & Contracts/Projects); and
- 2) Open Space/Horticulture functional work group (Open Space, Horticultural & Open Space Major Projects).

**SCHEDULE 1**

**SALARY SCHEDULE - GENERAL OFFICERS STREAM**

**TOG MOEA 2013 - RATES FROM 01/07/2015**

Pay Rate Code	Description	Existing Rate			3% increase 2013			3% Increase 2014			3% Increase 2015		
		1/7/2012 Annual	1/7/2012 Weekly	01/07/2012 Hourly	1/7/2013 Annual	1/7/2013 Weekly	01/07/2013 Hourly	1/7/2014 Annual	1/7/2014 Weekly	01/07/2014 Hourly	1/7/2015 Annual	1/7/2015 Weekly	01/07/2015 Hourly
1010	ASU Level 1a Step 1	\$ 37,435.05	\$ 719.90	\$ 18.944861	\$ 38,558.10	\$ 741.50	\$ 19.51	\$ 39,714.84	\$ 763.75	\$ 20.09860	\$ 40,906.28	\$ 786.66	\$ 20.7016
1011	ASU Level 1a Step 2	\$ 38,535.97	\$ 741.08	\$ 19.502011	\$ 39,692.05	\$ 763.31	\$ 20.09	\$ 40,882.81	\$ 786.21	\$ 20.68968	\$ 42,109.30	\$ 809.79	\$ 21.3104
1012	ASU Level 1a Step 3	\$ 39,636.86	\$ 762.25	\$ 20.059137	\$ 40,825.96	\$ 785.11	\$ 20.66	\$ 42,050.74	\$ 808.67	\$ 21.28074	\$ 43,312.26	\$ 832.93	\$ 21.9192
1013	ASU Level 1a Step 4	\$ 41,838.70	\$ 804.59	\$ 21.173430	\$ 43,093.86	\$ 828.73	\$ 21.81	\$ 44,386.67	\$ 853.59	\$ 22.46289	\$ 45,718.27	\$ 879.20	\$ 23.1368
1001	ASU Level 1 Step 1	\$ 43,195.61	\$ 830.68	\$ 21.860127	\$ 44,491.48	\$ 855.61	\$ 22.52	\$ 45,826.22	\$ 881.27	\$ 23.19141	\$ 47,201.01	\$ 907.71	\$ 23.8872
1002	ASU Level 1 Step 2	\$ 44,113.91	\$ 848.34	\$ 22.324856	\$ 45,437.33	\$ 873.79	\$ 22.99	\$ 46,800.45	\$ 900.01	\$ 23.68444	\$ 48,204.47	\$ 927.01	\$ 24.3950
1003	ASU Level 1 Step 3	\$ 45,397.43	\$ 873.03	\$ 22.974408	\$ 46,759.35	\$ 899.22	\$ 23.66	\$ 48,162.13	\$ 926.19	\$ 24.37355	\$ 49,607.00	\$ 953.98	\$ 25.1048
1004	ASU Level 1 Step 4	\$ 46,774.02	\$ 899.50	\$ 23.671060	\$ 48,177.24	\$ 926.49	\$ 24.38	\$ 49,622.55	\$ 954.28	\$ 25.11263	\$ 51,111.23	\$ 982.91	\$ 25.8660
1005	ASU Level 1 Step 5	\$ 48,150.61	\$ 925.97	\$ 24.367719	\$ 49,595.13	\$ 953.75	\$ 25.10	\$ 51,082.99	\$ 982.37	\$ 25.85171	\$ 52,615.47	\$ 1,011.84	\$ 26.6273
1006	ASU Level 1 Step 6	\$ 49,525.40	\$ 952.41	\$ 25.063461	\$ 51,011.16	\$ 980.98	\$ 25.82	\$ 52,541.50	\$ 1,010.41	\$ 26.58983	\$ 54,117.74	\$ 1,040.73	\$ 27.3875
1061	ASU Level 2 Step 1	\$ 50,919.89	\$ 979.23	\$ 25.769177	\$ 52,447.49	\$ 1,008.61	\$ 26.54	\$ 54,020.92	\$ 1,038.86	\$ 27.33852	\$ 55,641.54	\$ 1,070.03	\$ 28.1587
1062	ASU Level 2 Step 2	\$ 52,296.49	\$ 1,005.70	\$ 26.465836	\$ 53,865.39	\$ 1,035.87	\$ 27.26	\$ 55,481.35	\$ 1,066.95	\$ 28.07761	\$ 57,145.79	\$ 1,098.96	\$ 28.9199
1063	ASU Level 2 Step 3	\$ 53,673.07	\$ 1,032.17	\$ 27.162483	\$ 55,283.26	\$ 1,063.14	\$ 27.98	\$ 56,941.76	\$ 1,095.03	\$ 28.81668	\$ 58,650.01	\$ 1,127.88	\$ 29.6812
1064	ASU Level 2 Step 4	\$ 55,049.66	\$ 1,058.65	\$ 27.859141	\$ 56,701.15	\$ 1,090.41	\$ 28.69	\$ 58,402.19	\$ 1,123.12	\$ 29.55576	\$ 60,154.25	\$ 1,156.81	\$ 30.4424
1081	ASU Level 3 Step 1	\$ 56,424.45	\$ 1,085.09	\$ 28.554884	\$ 58,117.18	\$ 1,117.64	\$ 29.41	\$ 59,860.70	\$ 1,151.17	\$ 30.29388	\$ 61,656.52	\$ 1,185.70	\$ 31.2027
1082	ASU Level 3 Step 2	\$ 57,801.05	\$ 1,111.56	\$ 29.251542	\$ 59,535.08	\$ 1,144.91	\$ 30.13	\$ 61,321.13	\$ 1,179.25	\$ 31.03296	\$ 63,160.76	\$ 1,214.63	\$ 31.9639
1083	ASU Level 3 Step 3	\$ 59,177.64	\$ 1,138.03	\$ 29.948201	\$ 60,952.97	\$ 1,172.17	\$ 30.85	\$ 62,781.56	\$ 1,207.34	\$ 31.77205	\$ 64,665.01	\$ 1,243.56	\$ 32.7252
1084	ASU Level 3 Step 4	\$ 60,554.23	\$ 1,164.50	\$ 30.644853	\$ 62,370.86	\$ 1,199.44	\$ 31.56	\$ 64,241.98	\$ 1,235.42	\$ 32.51112	\$ 66,169.24	\$ 1,272.49	\$ 33.4865
1101	ASU Level 4 Step 1	\$ 61,929.03	\$ 1,190.94	\$ 31.340601	\$ 63,786.90	\$ 1,226.67	\$ 32.28	\$ 65,700.50	\$ 1,263.47	\$ 33.24924	\$ 67,671.52	\$ 1,301.38	\$ 34.2467
1102	ASU Level 4 Step 2	\$ 63,305.61	\$ 1,217.42	\$ 32.037254	\$ 65,204.78	\$ 1,253.94	\$ 33.00	\$ 67,160.93	\$ 1,291.56	\$ 33.98832	\$ 69,175.75	\$ 1,330.30	\$ 35.0080
1103	ASU Level 4 Step 3	\$ 64,682.20	\$ 1,243.89	\$ 32.733907	\$ 66,622.67	\$ 1,281.21	\$ 33.72	\$ 68,621.35	\$ 1,319.64	\$ 34.72740	\$ 70,679.99	\$ 1,359.23	\$ 35.7692
1104	ASU Level 4 Step 4	\$ 66,058.79	\$ 1,270.36	\$ 33.430560	\$ 68,040.55	\$ 1,308.47	\$ 34.43	\$ 70,081.77	\$ 1,347.73	\$ 35.46648	\$ 72,184.22	\$ 1,388.16	\$ 36.5305
1121	ASU Level 5 Step 1	\$ 67,433.60	\$ 1,296.80	\$ 34.126313	\$ 69,456.60	\$ 1,335.70	\$ 35.15	\$ 71,540.30	\$ 1,375.78	\$ 36.20461	\$ 73,686.51	\$ 1,417.05	\$ 37.2907
1122	ASU Level 5 Step 2	\$ 68,810.17	\$ 1,323.27	\$ 34.822960	\$ 70,874.47	\$ 1,362.97	\$ 35.87	\$ 73,000.71	\$ 1,403.86	\$ 36.94368	\$ 75,190.73	\$ 1,445.98	\$ 38.0520
1123	ASU Level 5 Step 3	\$ 70,186.77	\$ 1,349.75	\$ 35.519619	\$ 72,292.37	\$ 1,390.24	\$ 36.59	\$ 74,461.14	\$ 1,431.95	\$ 37.68276	\$ 76,694.97	\$ 1,474.90	\$ 38.8132
1141	ASU Level 6 Step 1	\$ 72,479.90	\$ 1,393.84	\$ 36.680110	\$ 74,654.30	\$ 1,435.66	\$ 37.78	\$ 76,893.92	\$ 1,478.73	\$ 38.91393	\$ 79,200.74	\$ 1,523.09	\$ 40.0813
1142	ASU Level 6 Step 2	\$ 74,773.02	\$ 1,437.94	\$ 37.840596	\$ 77,016.21	\$ 1,481.08	\$ 38.98	\$ 79,326.69	\$ 1,525.51	\$ 40.14509	\$ 81,706.49	\$ 1,571.28	\$ 41.3494
1143	ASU Level 6 Step 3	\$ 77,067.93	\$ 1,482.08	\$ 39.001990	\$ 79,379.97	\$ 1,526.54	\$ 40.17	\$ 81,761.37	\$ 1,572.33	\$ 41.37721	\$ 84,214.21	\$ 1,619.50	\$ 42.6185
1161	ASU Level 7 Step 1	\$ 79,361.03	\$ 1,526.17	\$ 40.162467	\$ 81,741.86	\$ 1,571.96	\$ 41.37	\$ 84,194.12	\$ 1,619.12	\$ 42.60836	\$ 86,719.94	\$ 1,667.69	\$ 43.8866
1162	ASU Level 7 Step 2	\$ 81,654.18	\$ 1,570.27	\$ 41.322966	\$ 84,103.81	\$ 1,617.38	\$ 42.56	\$ 86,626.92	\$ 1,665.90	\$ 43.83953	\$ 89,225.73	\$ 1,715.88	\$ 45.1547
1163	ASU Level 7 Step 3	\$ 83,947.30	\$ 1,614.37	\$ 42.483449	\$ 86,465.71	\$ 1,662.80	\$ 43.76	\$ 89,059.69	\$ 1,712.69	\$ 45.07069	\$ 91,731.48	\$ 1,764.07	\$ 46.4228
1181	ASU Level 8 Step 1	\$ 86,700.46	\$ 1,667.32	\$ 43.876749	\$ 89,301.47	\$ 1,717.34	\$ 45.19	\$ 91,980.51	\$ 1,768.86	\$ 46.54884	\$ 94,739.93	\$ 1,821.92	\$ 47.9453
1182	ASU Level 8 Step 2	\$ 89,451.85	\$ 1,720.23	\$ 45.269156	\$ 92,135.41	\$ 1,771.83	\$ 46.63	\$ 94,899.47	\$ 1,824.99	\$ 48.02605	\$ 97,746.45	\$ 1,879.74	\$ 49.4668
1183	ASU level 8 Step 3	\$ 92,205.02	\$ 1,773.17	\$ 46.662461	\$ 94,971.17	\$ 1,826.37	\$ 48.06	\$ 97,820.31	\$ 1,881.16	\$ 49.50420	\$ 100,754.92	\$ 1,937.59	\$ 50.9893