

CENTENNIAL PARK CEMETERY AUTHORITY

File No. 1594/2006

**This Agreement shall come into force on
and from 1 April 2006 and have a life
extending until 31 March 2009.**

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



DATED 24 MARCH 2006

COMMISSION MEMBER



CENTENNIAL PARK CEMETERY AUTHORITY AND CEMETERY EMPLOYEES AWARD ENTERPRISE BARGAINING AGREEMENT No. 7, 2006/09

This Certified Agreement is made in pursuance of Chapter 3, Part 2 of the Industrial and Employees Relations Act 1994, this ** Day of *** 2006, between the Centennial Park Cemetery Authority and the AWU (Greater SA Branch).

Clause 1 – Title

This Enterprise Agreement shall be known as the Centennial Park Cemetery Authority and Cemetery Employees Award Enterprise Bargaining Agreement No. 7, 2006.

Clause 2 – Arrangement

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Clause 3 – Scope and Persons Bound

This Enterprise Agreement shall be binding upon the Centennial Park Cemetery Authority (The Authority), and the Australian Workers Union Greater South Australian Branch (the Union) and the employees of the company whose contract of employment is otherwise covered by the terms and conditions of the Cemetery Employees Award.

Clause 4 – Definitions

“Agreement” shall mean the Centennial Park Cemetery Authority and Cemetery Employees Award Enterprise Bargaining Agreement No.7, 2006.

“Award” shall mean the Cemetery Employees Award.

“CEA” shall mean Cemetery Employees Award.

“Consultation” shall mean the opportunity for the views of the parties to be considered prior to a final decision being taken.

“Employees” shall mean persons employed by the Centennial Park Cemetery Authority whose contract of employment is otherwise covered by the terms and conditions of the Cemetery Employees Award.

“Employer” shall mean the Centennial Park Cemetery Authority.

“Parties” shall mean the Centennial Park Cemetery Authority (as the employer), the Australian Workers Union, Greater SA Branch and all employees bound by the provisions of this Agreement.

“Redeployment” shall mean the transfer of an employee to another position within the Authority. The position may be at a lower, the same or at a higher classification than their substantive position.

“The Authority” shall mean the Centennial Park Cemetery Authority.

“Union” shall mean the Australian Workers Union, Greater SA Branch.

Clause 5 – Locality

This Enterprise Agreement will apply to the Goodwood Road, Pasadena Site, South Australia and any other facilities managed by the Authority.

Clause 6 – Commencement and Duration

This Agreement will come into force on the day of certification and will expire on 31st March 2009.

Clause 7 – Relationship to Parent Award

This Agreement shall be read in conjunction with the CEA.

If there is any inconsistency between the terms and conditions of this Enterprise Agreement and those in the CEA, the provisions of this Enterprise Bargaining Agreement will prevail.

Clause 8 – Objective of Enterprise Agreement

The Authority, the employees and the Union have entered into this Agreement with the objective of providing improved services to stakeholders, including services on a Saturday. This Agreement will provide a framework in which the parties may pursue these objectives in a consultative fashion and for each party's mutual benefit.

Clause 9 – Continuous Improvement

Continuous improvement processes are the keys to the ongoing success of the Authority. To achieve improvements in the business operations, the following obligations of the parties will be adhered to:

- Recognition of the need for commitment to change to achieve the effective improvements on productivity and competitiveness, which ultimately leads to a sustainable level of job security for employees.
- The development and nurturing of an inclusive workplace culture.
- Further developing and supporting a flexible workforce and organisational structure committed to the continued improvement and ongoing success of the Authority.
- The need to maintain mutual trust and communication throughout the Authority.

Clause 10 – Consultation Clause

The Authority's management will consult at an early stage with employees who may be significantly affected by the introduction of change.

Consultation, in the above context requires the opportunity for views from employees to be considered prior to the final decision being taken in respect of the change.

All parties shall consider practical ways of mitigating the adverse affects of the change on employees through dialogue.

Clause 11 – Employment Security

11.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other organisations during the life of this Agreement. Natural attrition, redeployment and voluntary redundancies will be the normal means of adjustment in those situations where organisational changes result in positions being no longer required.

11.2 Without limiting the range of options for consideration redeployment discussions may cover transferring to alternative available work and re-training. Training will be made available to assist in re-deployment or appointment to a changed position.

- 11.3 Where an employee is re-deployed to a position carrying a lower classification, and their substantive position has been declared redundant the employee will be entitled to a separation package or their pre-transfer wage will be maintained for a period of one year. At the conclusion of that one-year period the employee will be reclassified in accordance with the new position.
- 11.4 Where positions are identified as redundant, and the employee elects to take a voluntary separation package the following terms will apply:
- 11.4.1 Eight weeks notice of termination to be taken as payment in lieu.
- 11.4.2 Four weeks of severance pay for each year of continuous service with the Authority.
- 11.4.3 Subject to 11.4.1 and 11.4.2 the maximum entitlement per individual employee will be limited to 104 weeks.

As part of the voluntary redundancy process up to three (3) appointments with a financial advisor will be funded by the Authority.

Clause 12 – Occupational Health, Safety & Welfare

The Authority is committed to maintaining the highest standard of Occupational, Health, Safety and Welfare (OHS&W).

All parties shall give their full co-operation to the achievements of high standards of OHS&W by ensuring strict compliance with all relevant Acts, Regulations, and Authority Policies and Procedures.

Clause 13 – Performance Appraisal

The Authority's Performance Appraisal Policy shall continue to apply during the life of this Agreement.

Changes to the Authority's Performance Appraisal Policy shall only be made in consultation with the parties to this Agreement.

Clause 14 – Training and Development

The Authority is dedicated to providing appropriate Training And Development to enable employees to operate effectively in the performance of their jobs.

The Authority will further develop a Training and Development Plan to ensure clear linkages and appropriate levels of integration between the Performance Appraisal process and the employee Training and Development Plan.

The Authority will ensure that all employees have a fair and equitable chance to attend training programs based on strategic and corporate objectives and outcomes of the Training and Development Plan and Performance Appraisal process.

Clause 15 – Saturday Duties and Responsibilities

Saturday duties will only include work that is included within existing job descriptions, work practices and the tasks defined within the Cemetery Employees Award, unless mutually agreed.

Clause 16 – Span of Hours

Ordinary hours of work will be 38 hours per week, or 7.6 hours per day to be worked Monday to Saturday inclusive between the hours of 5.00am and 7.00pm.

Clause 17 - Hours Flexibility

- 17.1 In specific circumstances and following appropriate consultation an employee may by mutual agreement agree to work ordinary hours other than the standard 8 hour day currently worked.
- 17.2 Subject to the provisions of Clause 16 of this Agreement flexible working hours shall operate with the span of hours, 5.00am to 7.00pm (Monday to Saturday).
- 17.3 The additional hours worked in excess of 8.0 hours a day may be accrued as flexi-time or paid hour for hour and will not accrue the penalty rates provided in the Award. All work in excess of 9.0 – 10.0 hours a day may be accrued as flexi-time or paid in accordance with the Award provisions.
- 17.4 Under this Clause, employees may go into credit to a maximum of 38 hours “flexi time” before being required to reduce their accrued flexi hours. Where an employee exceeds the 38 hours credit, the Team Leader and/or Manager will have the capacity to direct an employee to reduce their accrued flexi hours within reasonable timeframes.

Clause 18 – Rosters and Saturday Work

The ordinary hours of work described in Clause 16 of this Agreement shall be worked in accordance with an agreed roster (See Appendix 2). The roster may be altered by mutual agreement.

Each employee will be entitled to a minimum of 4 days off duty within each 14 day work period. These days will normally fall on a Saturday or Sunday, however, where a Saturday is worked as part of ordinary hours of duty, the substituted day off is to be taken within the week at a date to be mutually agreed between the employee and the employer.

Rosters shall be developed in consultation with the employees.

It is anticipated that the roster cycle will include 1 Saturday to be worked in each 5 week period per employee (10 Saturdays per employee per year on average).

Flexibility regarding rostering will be available, however it will only be on an exchange basis with other employees.

Notification of any change to projected rosters must be made in the prescribed form. This notification is to include:

- i) the name of the staff member requesting the change;
- ii) the replacement staff member;
- iii) the dates of the Saturday(s) being requested; and
- iv) the signatures of both applicant and replacement employee.

All Casual employees are exempt from participating in the Saturday roster.

Clause 19 – Saturday Penalty Rates

All work performed on a Saturday as part of ordinary hours shall attract a penalty payment of 100% in addition to the normal hourly rate.

Penalty payments are to be annualised in accordance with the provision of Clause 18 of this Agreement.

Clause 20 – Notification of Illness

In the case of inability to attend for duty, especially on a Saturday, an employee must inform their Team Leader or Manager of such absence as early as practicable and possible. Sick leave on rostered Saturdays will be treated in the same manner as sick leave on Monday to Friday. Satisfactory medical evidence is required for absences on a rostered Saturday.

Clause 21 – Work on Additional Saturdays – Sick Leave Coverage

Where an employee is asked to work additional Saturdays (additional to the 10 prescribed), for the purposes of covering sick leave on a Saturday, the employee shall receive overtime in accordance with prevailing award conditions.

Clause 22 – Classification Structure

A classification structure titled "*Centennial Park Cemetery Authority Cemetery Employees Classification Structure*" is contained as **Schedule 1** of this Agreement.

Clause 23 – National Funeral Industry Qualification

Both parties acknowledge that the trade level (Level 3) of the National Funeral Industry Qualification or trade equivalent is the desired minimal qualification for employees of the Centennial Park Cemetery Authority.

The Authority is committed to supporting employees who do not currently possess a relevant trade qualification in undertaking training and study to gain the relevant qualification from the National Funeral Industry Training Package.

A period of three years from the 1st April 2004 has been provided for relevant staff of the Authority to complete the training and study required to achieve the trade level qualification of the National Funeral Industry Training Package relevant to their position description. Failure to achieve this qualification within the three year time frame may lead to the reclassification of the employee to the relevant lower grade as noted in the "*Centennial Park Cemetery Authority Cemetery Employees Classification Structure*" contained as Schedule 1 of this Agreement.

Clause 24 – Higher Duties, Leading Worker Chapels

Both Parties agree that the Casual Chapel Attendants who are required to work on any day in the role of Leading Worker of the Chapels Team will be paid at the higher rate for the whole of that day. This arrangement does not apply on Saturdays, Sundays or Public Holidays.

Both Parties agree that this arrangement differs from other teams.

Both Parties acknowledge that this arrangement may alter if, during the life of this agreement, the organisational structure or Team structures change.

Clause 25 - Annualised Salaries

For the purpose of this Clause, annualised salaries have been calculated according to the attached **Appendix 2**.

Clause 26 - Bonus Scheme

The Authority will continue to pay an annual \$400 Christmas bonus to CEA staff. The bonus will be taxed at the appropriate rate. Casual employees, part-time employees and employees who commenced employment with the Authority within the preceding twelve (12) months will be paid the bonus on a pro-rata basis.

Clause 27 – Superannuation

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999 SA and which is now operating under the name of Local Super SA-NT.

The amount of employer superannuation contributions means:

27.1 For contributory members:

- (i) 3% of the employee's salary;
- (ii) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- (iii) any additional superannuation contributions, which the employer agrees to pay in respect of an employee.

27.2 For non-contributory members:

- (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and

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

Clause 28– Salary Sacrifice – Superannuation

Subject to the following conditions an employee must apply to the employer to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

- 28.1 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 agreement.
- 28.2 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.
- 28.3 Any such arrangement shall be by mutual agreement between each individual employee and the employer, provided that approval by the employer shall not be unreasonably withheld.
- 28.4 The application shall be in writing on the form provided by the employer and shall detail the percentage of salary to be sacrificed together with a signed statement that the "cash component is adequate for the employee's ongoing living expenses".
- 28.5 The remaining "cash" component cannot be lower than any minimum salary amount which the employer may otherwise be required to satisfy in respect of an employee.
- 28.6 Each employee may only review and alter the percentage of salary to be salary sacrificed 4 times in any one calendar year. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 28.7 The individual agreement to salary sacrifice may be rescinded by the employee provided two weeks prior notice in writing is given to the payroll officer.
- 28.8 The employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 28.9 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

Clause 29 - Paid Maternity Leave

(This clause shall be read in conjunction with the CEA Award provisions.)

A female employee, who produces to the Authority a certificate from a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be granted paid maternity leave provided that:

- 29.1 The employee is required to have completed 12 months continuous service prior to qualifying for the paid maternity leave. An employee who qualifies for the paid leave shall be entitled to 2 weeks paid leave for each completed year of continuous service to a maximum of 12 weeks.
- 29.2 The period of paid maternity leave will be paid in two parts:

- half during the period of the employee's maternity leave as nominated by the employee, and
- half on the employee's return to work following the conclusion of their maternity leave. This will have the effect of doubling the employee's pay for their initial period of their return to work, or one and a half pays (time and a half) should the employee have nominated to take maternity leave at half pay as provided in clause 29.3.

29.3 The period of paid maternity leave may be taken at half pay thereby doubling the paid maternity leave to a maximum of 24 weeks.

29.4 Part-time employees shall be entitled to paid maternity leave on a pro rata basis according to the number of ordinary hours they worked per week in the preceding 12 months.

29.5 Any public or other statutory holiday which may fall within the period of nominated paid maternity leave shall be counted as a day of such maternity leave.

29.6 Absence from work during the paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.

29.7 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.

Clause 30 - Paid Paternity Leave

This clause shall be read in conjunction with the Award.

An employee, who produces to the Authority a certificate of a legally qualified medical practitioner which names the employee's partner, states that she is pregnant and specifying the expected date of delivery, shall be granted paternity leave on full pay for a period of two weeks, provided that:

- 30.1 The employee shall have a total of twelve months continuous service with the Authority at the time of taking the leave.
- 30.2 The employee provides at least 10 weeks' prior notice of the intention to take such leave.
- 30.3 Any public or other statutory holiday which may fall within the period of two weeks' paid paternity leave shall be counted as a day of such paternity leave.
- 30.4 Part-time employees shall be entitled to paid paternity leave on a pro rata basis according to the number of ordinary hours they worked per week in the preceding 12 months.
- 30.5 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.

Clause 31 – Sick Leave

An employee shall be allowed a maximum aggregate of two (2) days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding one day, or single days taken together with a public holiday or flexi day off, or where either days preceding or following a weekend are taken off duty, satisfactory medical evidence must be submitted by the employee.

Clause 32 – Carer’s Leave

Centennial Park acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates at Centennial Park.

In order to achieve these goals there will be no change in the current sick leave entitlement (nor the accrual of sick leave from year to year), for the employees, but the method of sick leave use will be extended to include Carer’s Leave.

Carer’s Leave of up to 5 days per year will incorporate leave for employees who require time away from work for sickness of their immediate family or for urgent personal or family needs.

None of the foregoing Clause shall prevent the Chief Executive Officer from exercising his/her discretion to approve more than the prescribed 5 days leave where warranted by the circumstances and where the accumulated sick leave entitlements permit.

Clause 33 – Consultative Mechanism

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

SINGLE BARGAINING UNIT

The Single Bargaining Unit shall consist of:

- i) Employer representatives employed and/or nominated by the Centennial Park Cemetery Authority;
- ii) Employee representatives elected by the employees who are covered by this Agreement and include members of the Australian Workers Union;
- iii) The State Secretary of the Australian Workers Union Greater South Australian Branch (or their nominee), who shall be a member of the Committee as required.

The role of the Single Bargaining Unit shall be:

- i) To reach decisions by consensus. All decisions will operate as recommendations;
- ii) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues; and
- iii) To provide a forum for information flow between the employer and employees.

Clause 34 – Dispute Settlement Procedure

The parties will observe the dispute settlement procedure as provided in Clause 3.2 of the Cemetery Employees Award.

Clause 35 – Wages

A list of the wages schedule for this Agreement is provided in **Appendix 1**.

- **Year One:** Effective from the first full pay period on or after 1st April 2006 a \$35.00 flat rate increase per week will be paid to all CEA employees Centennial Park.
- **Year Two:** Effective from the first full pay period on or after 1st April 2007 a 4% increase will be paid to all CEA employees Centennial Park.
- **Year Three:** Effective from the first full pay period on or after 1st April 2008 a 4.5% increase will be paid to all CEA employees Centennial Park.

Clause 36 – Renegotiation of Agreement

The parties will review and renegotiate this Enterprise Agreement at least six months prior to its expiration.

Clause 37 – No Further Claims

The AWU undertakes that for the life of this Agreement, other than increases set out in Clause 35, there shall be no further increases.

Clause 38 – Signatories

THIS AGREEMENT is made at

DATED this day of 2006

SIGNED ON BEHALF OF THE CENTENNIAL PARK CEMETERY AUTHORITY BY:

.....
BRYAN ELLIOTT
CHIEF EXECUTIVE OFFICER) /...../2006

..... /...../2006
Witness

SIGNED FOR AND ON BEHALF OF)
THE AUSTRALIAN WORKERS UNION)

.....) /...../2006
BRANCH SECRETARY)

In the presence of:

..... /...../2006
Witness

SCHEDULE 1: CENTENNIAL PARK CEMETERY AUTHORITY: NEW AWU CLASSIFICATIONS JULY 2003

| CP Classification | Current Positions |
|-------------------|--|
| Team Leader | Team Leader Rate |
| Leading Worker | Leading Worker Rate |
| Level 4 | Mechanic Horticulturalist Asset Worker with National Training Qualification Crematorium Worker with National Training Qualification Grave Digger with National Training Qualification |
| Level 3 | Gardener Asset Worker without National Training Qualification Crematorium Worker without National Training Qualification Grave Digger without National Training Qualification |
| Level 2 | Chapels Attendant Basement Attendant Labourer |
| Level 1 | Below Level 4 |
| Apprentice | Apprentice |

| Old Classification | New CP Classification | Weekly Base Rate: April 2005 - March 2006 | Plus \$35 | New Weekly Base Rate: April 2006 to March 2007 | x52 | x2x2 80 hours - Double Time Premium | Total Weekly Salary |
|--------------------|-----------------------------|---|--------------|--|-------------|---|---------------------------|
| Grade 1 | | \$572.31 | \$35.00 | \$607.31 | \$31,580.12 | \$1,278.55 | \$631.90 |
| Grade 2 | | \$589.37 | \$35.00 | \$624.37 | \$32,467.24 | \$1,314.46 | \$649.65 |
| Grade 3 | Level 1 | \$608.88 | \$35.00 | \$643.88 | \$33,481.76 | \$1,355.54 | \$669.95 |
| Grade 4 | Level 2 | \$619.90 | \$35.00 | \$654.90 | \$34,054.80 | \$1,378.74 | \$681.41 |
| Grade 5 | Level 3 | \$645.41 | \$35.00 | \$680.41 | \$35,381.32 | \$1,432.44 | \$707.96 |
| Grade 6 | Level 4 & Base Leading Hand | \$659.86 | \$35.00 | \$694.86 | \$36,132.72 | \$1,462.86 | \$722.99 |
| Grade 7 | Base Team Leader | \$675.02 | \$35.00 | \$710.02 | \$36,921.04 | \$1,494.78 | \$738.77 |

| Old Classification | New CP Classification | Weekly Base Rate: April 2006 - March 2007 | Plus 4% | New Weekly Base Rate: April 2007 to March 2008 | x52 | x2x2 80 hours - Double Time Premium | Total Weekly Salary |
|--------------------|-----------------------------|---|------------|--|-------------|---|---------------------------|
| Grade 1 | | \$607.31 | \$24.29 | \$631.60 | \$32,843.20 | \$1,329.68 | \$657.17 |
| Grade 2 | | \$624.37 | \$24.97 | \$649.34 | \$33,765.68 | \$1,367.03 | \$675.63 |
| Grade 3 | Level 1 | \$643.88 | \$25.76 | \$669.64 | \$34,821.28 | \$1,409.77 | \$696.75 |
| Grade 4 | Level 2 | \$654.90 | \$26.20 | \$681.10 | \$35,417.20 | \$1,433.89 | \$708.67 |
| Grade 5 | Level 3 | \$680.41 | \$27.22 | \$707.63 | \$36,796.76 | \$1,489.75 | \$736.28 |
| Grade 6 | Level 4 & Base Leading Hand | \$694.86 | \$27.79 | \$722.65 | \$37,577.80 | \$1,521.37 | \$751.91 |
| Grade 7 | Base Team Leader | \$710.02 | \$28.40 | \$738.42 | \$38,397.84 | \$1,554.57 | \$768.32 |

| Old Classification | New CP Classification | Weekly Base Rate: April 2007 - March 2008 | Plus 4.5% | New Weekly Base Rate: April 2008 to March 2009 | x52 | x2x2 80 hours - Double Time Premium | Total Weekly Salary |
|---------------------------|--|--|----------------------|---|-------------|--|------------------------------------|
| Grade 1 | | \$631.60 | \$28.42 | \$660.02 | \$34,321.04 | \$1,389.52 | \$686.74 |
| Grade 2 | | \$649.34 | \$29.22 | \$678.56 | \$35,285.12 | \$1,428.55 | \$706.03 |
| Grade 3 | Level 1 | \$669.64 | \$30.13 | \$699.77 | \$36,388.04 | \$1,473.20 | \$728.10 |
| Grade 4 | Level 2 | \$681.10 | \$30.65 | \$711.75 | \$37,011.00 | \$1,498.42 | \$740.57 |
| Grade 5 | Level 3 | \$707.63 | \$31.84 | \$739.47 | \$38,452.44 | \$1,556.78 | \$769.41 |
| Grade 6 | Level 4 & Base Leading Hand | \$722.65 | \$32.52 | \$755.17 | \$39,268.84 | \$1,589.83 | \$785.74 |
| Grade 7 | Base Team Leader | \$738.42 | \$33.23 | \$771.65 | \$40,125.80 | \$1,624.53 | \$802.89 |