

DISTRICT COUNCIL OF STREAKY BAY (FIELD STAFF) ENTERPRISE BARGAINING AGREEMENT NO. 7 - 2014

File No. 4419 of 2014

**This Agreement shall come into force on and
from 20 October 2014 and have a life extending
until 30 June 2016 therefrom.**

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

DATED 20 OCTOBER 2014



COMMISSION MEMBER



THE DISTRICT COUNCIL OF STREAKY BAY ENTERPRISE BARGAINING AGREEMENT

1. TITLE

This Agreement shall be known as The District Council of Streaky Bay (Field Staff) Enterprise Bargaining Agreement No.7 - 2014.

2. ARRANGEMENT

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3. DEFINITIONS

"Agreement" means District Council of Streaky Bay (Field Staff) Enterprise Bargaining Agreement No. 7 – 2014

"Award" means the Local Government Employees Award of the Industrial Relations Commission of South Australia

"Call Out" shall mean the undertaking of an urgent task specific to the Employees job specification as directed by the Works Supervisor or Works Manager outside of the span of hours where no prior arrangement has been agreed upon.

"Consultation" means the process that will have regard to Employees' interests in the formulation of plans that 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 being made. Consultation allows for decisions to be made giving due regard to matters raised by Employees, with any significant issues involving change being referred to the Single Bargaining Unit in its consultation role during the life of the Agreement.

"Enterprise Bargaining Committee" shall mean a Committee established for the purpose of joint consultation between Management and Employees and shall comprise of membership detailed in Clause 8.

"Industrial Relations Commission" shall mean the Industrial Relations Commission of South Australia.

"The Council" shall mean the District Council of Streaky Bay.

"Union" means the Australian Workers Union, (South Australian Branch).

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

4. PARTIES BOUND

This Agreement is binding on the District Council of Streaky Bay and employees of Council who are covered by the terms and conditions of the Award.

This agreement excludes any person that is employed by the District Council of Streaky Bay under a Government Scheme or any other scheme e.g., RISE, Jobstart, HACC.

5. DATE AND PERIOD OF OPERATION

5.1 This Agreement shall operate from the 1st of July 2014, and remain in force for a 24 month period until the 30th June 2016.

5.2 The parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this agreement.

6. RELATIONSHIP TO CURRENT AWARD

6.1 This agreement supersedes all previous Enterprise Agreements which may previously have covered the employees covered by this Agreement.

6.2 This Agreement shall be read in conjunction with the terms of the Local Government Employees Award as applying at the time of making this agreement, provided that where there is any inconsistency this Agreement shall take precedence

6.3 Council is committed, during the life of this agreement and its renegotiation, to bargain collectively with parties to this Agreement in respect of employees whose terms and conditions are covered by the Local Government Employees Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

7. AIMS OF AGREEMENT

7.1 To implement work practices as to provide for more flexible working arrangements, this will improve the efficiency and productivity of the employer and the employees, and provide a high level of job satisfaction.

- 7.2 To encourage and develop a high level of skill, innovation and excellence amongst employees employed at the District Council of Streaky Bay through the provision of training and skills improvement programs.
- 7.3 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 7.4 To develop and maintain a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 7.5 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 7.6 To recognise commitment, past productivity and efficiency improvements.
- 7.7 To promote a high standard of excellence in the delivery of services in all areas of Council's operations.
- 7.8 it is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision making process.
- 7.9 To provide for security of employment, improved wages and employment conditions.

8. CONSULTATIVE MECHANISM

The Parties agree that the effective operation of this Agreement is dependant on the continuation of these established Consultative Structures within the workplace. The principle Consultative Structure is the Enterprise Bargaining Committee.

The Enterprise Bargaining Committee shall consist of equal numbers of:

- 1) Employer representatives nominated by the employer.
- 2) Employee representatives elected by employees, which may include the Union.

The role of the Enterprise Bargaining Committee shall:

- To reach decisions by consensus. All decisions will operate as recommendations.
- To hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues.
- To provide a forum for information flow between the Employer and Employees.
- To consult when changes are proposed.
- To examine current and proposed work methods, procedures and techniques including technical change relevant to Enterprise Bargaining.
- To canvass workplace input on proposed improvements.
- To discuss and develop training programmes.

9 TRAINING

Both parties are committed to training and development of staff to enhance the career options of staff and increase productivity and effectiveness.

9.1 The Parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

9.2 Training flexibility

Where practicable Work Health and Safety essential vocational training shall be carried out during the span of ordinary working hours.

Council shall reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend out of ordinary hours training without childcare arrangements.

9.3 Personal and Career Development

Providing staff members with opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing staff members for now and the future.

Accordingly Council will consider that employees are provided with the opportunity to undertake other duties whilst employees are on annual leave etc., before any external resources are utilised.

Development opportunity may also be provided by sharing workload between numbers of individuals.

Any performance in higher duties shall be paid in accordance with the award.

9.4 Training Needs

Training programs for all staff provided by the employer are to be developed jointly by management and employees, as a result of Training Needs Analysis, performance appraisal development data and surveys of relevant management and employee needs.

Training is to be fairly and equitably spread across the workforce.

It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

9.5 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage Employees who undertake work related private study relative to their position.

10. EMPLOYEE RELATIONS

10.1 The Parties:

10.1.1 recognise the need to build relationships based on mutual respect, trust, care and empathy.

10.1.2 Agree the need to work in partnership and co-operate with each other.

10.1.3 Recognise that participation of all parties in decision-making processes is an essential ingredient of workplace change.

10.1.4 Through the operation of regular team meetings the parties are committed to pursue continuous improvement and increased productivity.

10.2 The parties are committed to the deployment of a multi-skilled workforce.

11. WORKPLACE CULTURE

The culture we seek will have a number of features including

11.1 Identification with Council and its corporate objectives as established under the Councils Strategic Management Plan.

11.2 Being proud to work for the Council accepting that the customer is the focus of all activities.

11.3 Mutual respect, trust and cooperation within and between all employees who work in or who interact with the organisation.

11.4 Participative team based approaches to work organisation.

11.5 Becoming a 'learning' organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job.

11.6 Systems which guarantee two-way communication and extensive consultation at all levels of the organisation.

11.7 Providing the tools including effective technologies to achieve and maintain the necessary level of service.

12. SPECIFIC CHANGES

12.1 Hours of Work

12.1.1 Eight Day Fortnight

a) The Council staff shall work an 8 day fortnight (being 76 hours a fortnight and based upon a 38 hour week) the span of hours to be operated between 6.00 a.m. to 6.00 p.m (Monday to Sunday inclusive) with flexibility for both parties.

b) Rostered days off are to be taken on a consecutive Friday and Monday configuration with separate gangs alternating weekends so as to enable Council to continue to service the community for five days per week (excluding Public Holiday weeks).

- c) Where a Public Holiday falls on a scheduled rostered day off, the rostered day off will be taken the following normal work day.
- d) The normal hours of work, or the taking of the rostered day off, may be changed by the mutual agreement of the Employee(s) and the Employer.
- e) Where the Employer request Employee(s) to work other than their normal working hours, such request shall not be unreasonably refused.

12.1.2 Hours Flexibility

- a) In specific circumstances (and following appropriate notice and consultation with the staff concerned), the Employer may require an Employee(s) by mutual agreement, to work normal hours other than in accordance with the 8-day fortnight arrangements.

These circumstances may include:

- Seasonal work cycles ie. Patrol Grading shall be conducted as per Appendix A
 - Special work projects that may arise from time to time
 - Completion of work on a given day having regard to the nature of the work operations being undertaken
- b) Time worked in excess of seventy six (76) hours and up to one hundred and fourteen (114) hours in a two-week period (fortnight) shall be at ordinary time and accrued to a maximum of 38 hours per annum.

Subject to any mutual agreement (between the Employer and the Employee concerned) the hours worked in excess of 38 hours per annum shall be paid at normal Award overtime rates during the current pay period. The accrued hours shall be taken or paid out by 30th June. The accrued hour's bank can be increased above 38 hours by mutual agreement between an Employee and the Employer.

- c) The number of ordinary hours that may be worked on any day is ten (10) hours. Time worked in excess of ten (10) hours in a day shall attract overtime payments at double time.

12.1.3 Casual Staff

Where a casual employee agrees, he/she may work flexible hours without attracting overtime.

The employee shall be given a minimum of 24 hours notice of Council's need for the working of the additional hours.

12.1.4 Work Breaks

Paid Breaks (Morning Tea) – Employees are allowed a 15 minute morning tea break (at a time fixed by the employer) which is counted as time worked.

Unpaid Breaks – The unpaid meal break will be 30 minutes per day (at a time fixed or directed by the Employer)

12.2 Work Practices

- The Parties shall identify any restrictive work and management practices where applicable, and seek to minimise and/or eliminate such practices through agreement by the parties.
- The Parties agree that 'best practices' is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new procedures.
- The Parties are committed to implementing change (including technological) to improve work processes.

12.3 Call Outs

The minimum payment for a call out shall be two (2) hours and the appropriate penalty rates shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

12.4 Personal Accident and Illness - Income Protection Insurance

Throughout the life of this Agreement, Council will ensure Employees are covered for all accidents outside working hours (including travel to and from work) and all illnesses 24 hours a day and provide Income Protection through weekly benefits of 100% of gross weekly basic wage for up to 104 weeks from the date of accident or illness.

The waiting period for cover for all claims excluding mental illness or sporting injuries will be twenty (20) working days. The waiting period for cover for mental illness or sporting injury claims will be thirty (30) working days.

This cover will be provided through Local Government Risk Services.

12.5 Guidance in the Event of an Amalgamation Proposal

Where an amalgamation involving this Council is proposed the following process could be used as guidance.

- (1) An Amalgamation Consultative Committee may be established to discuss and agree procedures dealing with issues affecting the staff as a result of the proposed amalgamation with the other Council or Councils comprising:
 - Two AWU Workplace Representatives
 - Chief Executive Officer
 - AWU Industrial Officer
 - Employer Representatives
- (2) The Chief Executive Officer may approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising,
 - Two AWU Workplace Representatives from each Council
 - The Chief Executive Officer and other Employer Representatives from each Council
 - The Branch Secretary of the Australian Workers Union (South Australian Branch) or his/her nominee

The purpose is to discuss and agree upon procedures dealing with issues affecting the outside work forces of both Councils as a result of the proposed amalgamation and to agree the terms of an Amalgamation Agreement.

(3) The Amalgamation Agreement may include but not be limited to the following:

- Job Security
- General Principles for Workforce Merger
- Introduction of new Organisation Structure
- Grievance/Dispute Resolution Procedure
- Retraining Scheme Policy
- Redeployment Policy
- Part-time Work Policy
- Outplacement of Staff
- Voluntary Separation Packages

12.6 Annualisation of Allowances

The wage rates agreed prescribed under this Agreement absorb the allowances and special rates prescribed in Schedules 4 and 5 to the Award, with the following exceptions:

- Disability Allowance is absorbed into the normal wage rates in respect of new Employees engaged following the approval of Agreement No.5 but otherwise the allowance will continue to be applied for Employees engaged prior to that Agreement (as marked by asterisk in signatories)
- First Aid Allowance
- Motor Vehicle Allowance
- Meal Allowance

12.7 Drivers Licence and Other Work-Related Licences

Council will meet the full cost of Employee Drivers Licence renewals at the time they fall due, or equal annual payments to meet the full cost of the drivers licence at the end of each financial year.

Where an Employee is required to undertake training to obtain a licence in addition to that held Council will pay for the cost.

12.8 On the Job Starts

Where an Employee lives in closer proximity to the work site (than the Depot) and requests to commence work at the actual worksite, the Employer may consent to such request in which case no additional payments shall be paid to the Employee.

12.9 Work/Family Leave

Council acknowledge 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 in the Council workforce. In order to achieve these goals, there will be no change in the current sick leave entitlement, (nor the accrual of untaken sick leave from year to year) for Employees, but Sick Leave may be used as "Personal Leave". Personal Leave inclusive of Carer's Leave of up to 8 days or 76 hours per year will incorporate

leave for Employees who require time away from work for sickness for themselves or their immediate family, or for urgent personal or family needs.

Where possible, Employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.

12.10 Long Service Leave

Where an Employee's contracted weekly hours or classification are reduced, then Long Service Leave accrued from their commencement duties shall be calculated and preserved.

With the approval of the Employer an Employee may access Pro-Rata Long Service Leave after seven years of continuous service or alternatively (from that time) the Employee may apply to cash out the full or part period of accrued long service leave.

13. EMPLOYMENT SECURITY

13.1 General Principles

There shall be no forced redundancies during the life of this agreement. Any determination being made regarding redundant positions will be made by the organisation in consultation with the employees and where requested, with their Union representative.

The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt within one of the following ways:

- Natural attrition
- Redeployment to a position of the same classification level
- Redeployment to a position of lower classification level with income maintenance
- Voluntary separation package

However, employees may seek a voluntary separation package at any stage of the process.

13.2 Redeployment

13.1.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position

13.1.2 After examining all options, it is agreed by all of the parties that if redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

13.1.3 The employee must agree to the redeployment

13.1.4 The employee's pre-redeployment salary shall be maintained until the salary of the new classification levels equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive incremental advances due under the pre-redeployment position.

13.1.5 The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position.

13.3 Voluntary Separation Package

Should an employee elect to take a voluntary package, such package shall comprise:

- 10 weeks' notice of termination or payment of total weekly salary in lieu thereof
- 3 weeks of total weekly salary as severance payment for each year of service in Local Government as severance payment
- An amount representing 10% of total annual salary for the purpose of outplacement counselling
- Pro Rata long service leave shall be paid whether or not the employee has attained 7 years of service.

14. WORK HEALTH AND SAFETY

All Employees of the District Council of Streaky Bay shall be ensured a safe working environment at all times.

The Employer and the Union shall give full co-operation to the achievement of high standards of Work Health and Safety.

The Parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Work Health and Safety guidelines so as to provide and maintain a safe working environment.

15. WAGE ADJUSTMENTS

The Agreement provides for 3% increase each year over the term of the Agreement.

16. SALARY SACRIFICE

Subject to the following conditions an Employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) 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 entering into this Agreement.
- b) Any such arrangement shall be by mutual agreement between each individual Employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- c) The application shall be in writing on the form provided by the Payroll Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses. The remaining 'cash' component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- d) The individual agreement to salary sacrifice may be rescinded by the Employee provided three (3) months prior notice in writing is given to the Payroll Officer.
- e) The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions

made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

- f) Salary Sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

17. NO FURTHER CLAIMS

The Employees covered by this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increases sought or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement where such decision clearly determines that the increase is in addition to Enterprise Bargaining increases.

18. SUPERANNUATION

The parties agree that the employer must pay superannuation contributions in respect of each Employee into a fund of the employees choice, that superfund must be nominated upon employment, in the instance the employee does not wish to choose a fund then the employer will use the Statewide Super – Trust the Local.

For the purpose of this clause:

"Statewide Super – Trust the Local" means the superannuation scheme established and maintained under the *Local Government Act 1999 SA*.

"Superannuation Contributions" means:

- (1) Contributions that the Employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
- (2) 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*;

19. DISPUTE SETTLEMENT PROCEDURE

- (1) Procedure in relation to disputes arising from the operation of this Agreement.

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

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the District Council of Streaky Bay and the SA Branch of the Union on behalf of the members employed by the District Council of Streaky Bay.

In the absence of a satisfactory resolution to the matters in dispute, either Party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

(2) Procedure in Relation to Disputes Arising out of Employment.

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

It has also been accepted by the Parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. The Employee/s and the Employer will sign off such record as accurate. It is the responsibility of the most Senior Officer involved at each stage of this process to prepare or have prepared the record.

(3) Stage One.

The Employee and/or Workplace Union Representative will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

(4) Stage Two.

If the issue is not settled at Stage One, the Employee and the Workplace Union Representative will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Works Manager becomes involved.

(5) Stage Three.

If the matter is not settled at Stage Two, the Chief Executive Officer will meet with the Workplace Union Representative, the union organiser, the Employee and the Works Manager.

(6) Stage Four.

If the matter is not settled at Stage Three, the Chief Executive Officer with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc. and the relevant Union Industrial Officer shall seek resolution through the South Australian Industrial Relations Commission.

This procedure is not intended to preclude ultimate access by either party to the South Australian Industrial Relations Commission for conciliation or arbitration purposes.

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

20. PERSONAL DEVELOPMENT PLAN AND PERFORMANCE REVIEWS

The Parties agree that a Personal Development Plan for each Employee, which reflects the intent of Clause 9 – Training, will be introduced and applied during the life of this Agreement in conjunction with annual Performance Reviews. Key Performance Indicators will be developed and implemented to compliment the Employees Personal Development Plans.

21. SIGNATORIES

Signed for and on behalf of

The District Council of Streaky Bay

.....
John Tillack
Chief Executive Officer

.....
Witness

on this.....day of.....2014

Australian Workers Union

.....
State Secretary

EMPLOYEES SIGNATURES

David Wilson *

Vicki Vasey

Trevor Georgiou

Michael Brougham

Richard Georgiou

Darren Brougham *

Josh Trezona

Neil King

Shayne Dunchue

Gabrielle Ordelman

Clayton Wilson

* These Employees retain the Disability Allowance under a no disadvantage approach resulting from Agreement No.5 in 2009.

APPENDIX A – Optimum Patrol Grading

All parties mutually agree (parties being the Works Manager and Construction Operators) that Patrol Grading operations may be undertaken outside of the 8 day fortnight to service our road network when conditions are favourable. Days worked are documented and subsequently the days accrued will be taken by the Construction Plant Operator at a mutually agreed time, between the Works Manager and Construction Plant Operator, ensuring no disruption to Council operations.

Calculated accrued time is based on the actual time worked being day for day, hour for hour and may be paid out at the end of each fortnight. This is understood and mutually agreed by all parties.

LOCAL GOVERNMENT EMPLOYEES AWARD 2010

Enterprise Bargaining Agreement No 7

NEW HOURLY FROM 1/7/14

Weekly Wage Rates Agreement No 6				Weekly Wage rates under Agreement No 7			
Classification		July 2013 - June 2014		Year 1 (base rate + 3%) 2014/2015		Year 2 (Year 1 + 3%) 2015/2016	
Grade 1	Yr 1	20.4038		21.0160		21.6464	
	Yr 2	20.7016		21.3227		21.9624	
	Yr 3	20.9938		21.6236		22.2723	
Grade 2	Yr 1	21.3413		21.9816		22.6410	
	Yr 2	21.6388		22.2880		22.9566	
	Yr 3	21.9310		22.5889		23.2666	
Grade 3	Yr 1	22.3004		22.9694		23.6585	
	Yr 2	22.5982		23.2762		23.9745	
	Yr 3	22.8904		23.5771		24.2844	
Grade 4	Yr 1	23.4582		24.1619		24.8868	
	Yr 2	23.7559		24.4686		25.2027	
	Yr 3	24.0481		24.7696		25.5126	
Grade 5	Yr 1	24.2521		24.9796		25.7290	
	Yr 2	24.5499		25.2864		26.0449	
	Yr 3	24.8420		25.5873		26.3549	
Grade 6	Yr 1	24.9302		25.6781		26.4485	
	Yr 2	25.2280		25.9849		26.7644	
	Yr 3	25.5202		26.2858		27.0744	
Grade 7	Yr 1	25.6084		26.3767		27.1680	
	Yr 2	25.9062		26.6834		27.4839	
	Yr 3	26.1984		26.9843		27.7939	
Grade 8	Yr 1	26.2315		27.0185		27.8290	
	Yr 2	26.5293		27.3252		28.1450	
	Yr 3	26.8215		27.6261		28.4549	
Above Award		32.9369		33.9250		34.9428	