

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Murweh Shire Council

AND

Queensland Services, Industrial Union of Employees

(Matter No. CB/2018/38)

**MURWEH SHIRE COUNCIL NON-OPERATIONAL STAFF CERTIFIED  
AGREEMENT 2018**

Certificate of Approval

On 4 May 2018 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Murweh Shire Council Non-Operational Staff Certified Agreement 2018*

**Parties to the Agreement:**

- Murweh Shire Council
- Queensland Services, Industrial Union of Employees

**Operative Date:** 4 May 2018

**Nominal Expiry Date:** 30 June 2021

**Previous Agreement:** *Murweh Shire Council Certified Agreement 2011 (CA/2012/9)*

**Termination Date of Previous Agreement:** 4 May 2018

By the Commission

O'CONNOR DP

4 May 2018

**MURWEH SHIRE COUNCIL**

**NON-OPERATIONAL STAFF CERTIFIED AGREEMENT 2018**

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## **PART A – GENERAL PROVISIONS**

### **1. Title**

- 1.1 This Agreement shall be known as the Murweh Shire Council Non-Operational Staff Certified Agreement 2018.

### **2. Date and Period of Operation**

- 2.1 This Agreement shall operate from the first pay period commencing on or after this agreement being certified and will remain in force until 30 June 2021.

### **3. Parties Bound**

- 3.1 The parties bound to this agreement shall be Murweh Shire Council, its employees subject to this Agreement and the Queensland Services, Industrial Union of Employees.

### **4. Application**

- 4.1 The agreement shall apply to Council, all Council employees who are covered by the *Queensland Local Government Industry (Stream A) Award – State 2017* and the Queensland Services Industrial Union of Employees.
- 4.2 This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 – Section 1, clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*.
- 4.3 Senior Officers who commenced employment after the date of certification of this Agreement will be covered by individual contracts and this Agreement will not apply to the employment terms and conditions of any such employee.
- 4.4 Senior Officers who commenced employment prior to the date of certification of this Agreement shall continue to have the same entitlements and conditions.

### **5. Relationship to Parent Awards**

- 5.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the *Queensland Local Government Industry (Stream A) Award – State 2017* (Stream A Award) and the *Training Wage Award – State 2012*.
- 5.2 Provided that where there is any inconsistency between this Agreement and the aforementioned Awards, this Agreement will prevail to the extent of the inconsistency.

### **6. No Extra Claims**

- 6.1 The parties to this Agreement agree that during the period of operation of this Agreement, no further claims will be made by any party in relation to wages or salary and conditions of employment.

### **7. Objectives**

- 7.1 Participation by Council, management, employees and their unions, and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- 7.2 Develop a team approach and a more co-operative working environment.

**8. Consultation – Introduction of Changes**

**8.1 Council's duty to notify**

- (a) Before Council decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where this agreement makes provision for alteration of any of the matters referred to in clauses 8.1 (a) and (b) an alteration shall be deemed not to have significant effect.

**8.2 Council's duty to consult over change**

- (a) Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall occur as soon as practicable before making the decision referred to in clause 8.1.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 8.2 (c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

**9. Dispute Resolution**

**9.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards, the following procedures shall apply:
  - (i) The matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (ii) If the matter is not resolved as per clause 9.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- (iii) If the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **9.2 Prevention and settlement of employee grievances and disputes - other than Award matters**

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

**Stage 1:** In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

**Stage 2:** If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

**Stage 3:** If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved employee may submit the matter in writing to the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) Council shall ensure that:
  - (i) The aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) The grievance shall be investigated in a thorough, fair and impartial manner.

- (d) Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the employee's supervisor or manager.

- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

**Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

**Stage 2:** Not to exceed 7 days.

**Stage 3:** Not to exceed 14 days.

- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.

- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

**10. Job Security**

10.1 Council will endeavor to maintain the current workforce for the life of this Agreement. However, matters outside Council’s control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event Council commits to consult with the affected staff and, where relevant, their union/s prior to any reductions in staff numbers.

**11. Redundancy**

11.1 In the event a position is made redundant, Council shall pay to the employee severance pay in accordance with the following scale:

The employee’s years of continuous service	Redundancy pay period
At least 1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	8 weeks
More than 4 years but not more than 5 years	10 weeks
More than 5 years but not more than 6 years	12 weeks
More than 6 years but not more than 7 years	14 weeks
More than 7 years but not more than 8 years	16 weeks
More than 8 years but not more than 9 years	18 weeks
More than 9 years but not more than 10 years	20 weeks
More than 10 years but not more than 11 years	22 weeks
More than 11 years but not more than 12 years	23 weeks
More than 12 years	24 weeks

**PART B – EMPLOYMENT CONDITIONS**

**12. Spread of Ordinary Hours**

12.1 Ordinary hours of work for all employees, other than casuals, shall be worked continuously except for meal breaks, and rest pauses between the hours of 5.00am and 7.00pm Monday to Friday inclusive.

**13. Rostered Days Off**

- 13.1 All employees, other than casuals, will work a cycle of nine (9) days in every two (2) weeks.
- 13.2 Unless otherwise approved by the CEO, employees may bank a maximum of five (5) RDOs per year.
- 13.3 All banked RDOs in excess of one (1) day will be available subject to:
  - a) An employee making a written request to be approved by their manager with at least one (1) weeks’ notice; and
  - b) Before approving a request to use an RDO by an employee, the manager must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.
- 13.4 If an employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may request the employee to work on the RDO by giving the employee two (2) days’ notice.
- 13.5 If an employee is requested to work on an RDO, such RDO shall be re-allocated to a mutually agreeable day

between the employee and their manager without attracting penalty rates.

- 13.6 Each Manager of each work group must ensure that no two (2) employees from the same work group are permitted to take RDOs on the same day.
- 13.7 Except for at Christmas closure, RDOs cannot be used in conjunction, before or after the taking of TOIL or Annual Leave.
- 13.8 Unless otherwise approved by the CEO, RDOs cannot be moved to either side of a Public Holiday.

#### **14. Time Off In Lieu**

- 14.1 Upon approval by the CEO, employees requested to work overtime may elect to have that acquitted as Time Off In Lieu (TOIL) instead of payment for overtime.
- 14.2 TOIL shall be accrued and taken on a time for time basis.
- 14.3 Employees may bank up to an equivalent of 3 days of TOIL in any 3 month period. An employee who does not utilise any banked TOIL in the 3 month period, due to a refusal by Council, will have their banked TOIL paid out at ordinary time (single time). If an employee elects not to utilise their banked TOIL during the 3 month period, their balance of TOIL will revert back to zero from the first day after the end of that period.
- 14.4 TOIL cannot be utilised together with an RDO accrued in accordance with clause 12 unless by making an application in writing to be approved by the CEO.
- 14.5 Council may direct employees to utilise banked TOIL upon giving 14 days' written notice
- 14.6 Senior Officers are not entitled to accrue or access TOIL.

#### **15. Work Arrangements at Camps**

- 15.1 Where a work site is less than 120 kms from the works depot at Charleville, Augathella and Morven employees will present at the work depot and use a Council vehicle to travel to and from the work site on the same day.
- 15.2 Where a job site is located more than 120kms from the works depot in Charleville, a camp may be established to maximise productivity. Council will transport employees to and from the job site once per fortnight.
- 15.3 To maximise productivity, the span of hours shall be determined to take advantage of all available daylight hours in accordance with Council's ordinary span and spread of hours.
- 15.4 Employees shall be given at least two (2) weeks' notice, prior to any change in the work roster.

#### **Work Cycles**

- 15.5 Where a job site is located more than 200kms from the works depot in Charleville the project shall be carried out in fortnightly cycles on a nine (9) days "on" and five (5) days "off" roster (including RDO) in consultation with the Director of Engineering Services.

#### **Public Holidays – Work Cycle of 9 days on and 5 days off**

- 15.6 Work on a public holiday that coincides with the ordinary hours of work will be paid at the penalty rates prescribed in Stream A Award. Alternatively, roster arrangements may be negotiated to allow for the taking of the public holiday, either on the day that it falls due or on another day that is mutually agreeable between the employee and Council.



**16. Annual Leave**

- 16.1 Employees, other than casuals, shall accrue Annual Leave at the rate of five (5) weeks per annum.
- 16.2 Leave shall be taken at a time mutually convenient to the CEO and the employee concerned and it may be taken as a single day.
- 16.3 Supervisors must take a minimum of two (2) weeks leave during the Christmas/New Year period unless directed otherwise by the CEO.
- 16.4 Employees, other than supervisors, must take a minimum of one (1) week's leave during the Christmas/New Year period unless directed otherwise by the CEO.
- 16.5 Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- 16.6 However, if any employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months by taking annual leave at a time or times that are mutually agreeable between the CEO and the employee.

**17. Christmas/New Year Closure**

- 17.1 The Council Administration Office will be closed between Christmas and New Year's Day. During the closure period, other than public holidays, employees shall be absent on Annual Leave, RDOs, TOIL or Leave without Pay with the approval of the Chief Corporate Officer or Chief Executive Officer.

**18. Sick Leave**

- 18.1 Sick leave is provided for in Stream A Award and the QES and shall apply to all employees other than casuals.
- 18.2 Sick leave shall accrue at the rate of one (1) day per month in the first year of service and 15 days per year in the second and subsequent years of service.
- 18.3 An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the employer.
- 18.4 Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate on every occasion of absence on sick leave.
- 18.5 The requirement for medical evidence under clause 17.4 shall cease after 6 months, unless the sick leave remains to be excessive and/or continues to form a pattern.

**19. Sick Leave Bonus**

- 19.1 The parties agree that the "sick leave bonus" which was payable under clause 16.5 of the *Murweh Shire Council Certified Agreement 2011 (expiring agreement)*, will cease to take effect as from the date of certification of this Agreement.
- 19.2 Notwithstanding clause 19.1, the sick leave bonus which was payable under the expiring agreement, may continue to be payable only to those employees who terminate their employment with Council due to retirement no later than five (5) years from the date of certification of this Agreement.
- 19.3 For the removal of doubt, the parties agree that only Sick Leave which was accrued since 25 February 1997, **up to a maximum value of \$10,000**, shall be subject to this Bonus arrangement.
- 19.4 Those employees who are entitled to the sick leave bonus under clause 10 shall be paid in accordance with the following table:

0-5 years of service	10%
5-10 years of service	20%

10-15 years of service	30%
15-25 years of service	40%
Greater than 25 years of service	100%

19.5 The parties agree that all sick leave accrued since the date of certification of this Agreement must not be used until all sick leave accrued prior to the commencement of this Agreement has been utilised.

**20. Parental Leave**

20.1 Parental leave is provided for in Stream A Award and the QES.

20.2 An employee, who is the primary care-giver of the child and who has completed two (2) years of continuous service with Council, will be eligible for six (6) weeks of paid parental leave, to commence from the date of the birth of the child.

**21. Bereavement Leave**

21.1 Upon the death of a family member as defined in the QES, an employee may be granted bereavement leave when attending a funeral that requires travel in accordance with the below table:

Distance	Leave Entitlement
Up to 500kms	2 Days
Over 500kms	3 Days

21.2 The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a Statutory Declaration if so requested by Council.

**22. Long Service Leave**

22.1 Employees shall accrue long service leave at the rate of thirteen (13) weeks after ten (10) years of continuous service with Council

22.2 Employees who complete 10 years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

22.3 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.

21.4 Subject to Council’s ability to provide services not being adversely affected, it is agreed that the Chief Executive Officer will approve longer periods of long service leave on half pay.

**23. Abandonment of Employment**

23.1 An employee who has been absent for seven (7) or more working days without Council’s consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.

23.2 Before an employee’s employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. For the purpose of this Clause, reasonable contact could be via email, post, phone or text messages.

**PART C – WAGE RELATED MATTERS**

**24. Wage Increases**

**24.1 Wage Increases**

- (a) Murweh Shire Council agrees to pay employees covered by this agreement, wage increases in accordance with the following schedule:
  - (i) 2.2% from the date of certification of this agreement, to be backdated to the date that a “yes” vote has been established;
  - (ii) 2.2% from 1<sup>st</sup> July 2019; and
  - (iii) 2.2% from 1<sup>st</sup> July 2020

**25. Wages**

25.1 The wage and salary rates that apply to employees during the life of this Agreement are found in Schedule A.

**26. Camp Allowance**

26.1 A camp allowance of \$35 per night will be paid to Supervisors who are instructed to and accept to work and stay the night in camp accommodation.

**27. On Call/Availability Allowance**

27.1 An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day and/or night during which the employee remains on call:

Days Required to be on call	On Call Allowance
Monday to Friday	\$17.00 per day
Saturday	\$25.50 per day
Sunday	\$34.00 per day

27.2 In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in Stream A Award for the time worked if they are required to report for duty.

27.3 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

**28. Recall to duty**

28.1 An employee who is on call and being paid the on call allowance in accordance with clause 27 shall be entitled to a minimum payment equivalent to three hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.

28.2 If an employee does not leave home to attend to the situation e.g. handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate.

**29. Uniforms**

29.1 The wearing of the approved Council uniform is a compulsory condition of employment. Uniforms have a unique corporate identifier in accordance with the Australian Taxation Office requirements to ensure

that uniform purchases by employees are tax deductible.

- 29.2 Uniforms will be provided in line with the approved Council Policy.
- 29.3 Permanent Employees, who have successfully completed the probationary period, will be provided with uniforms up to the value of \$550 per annum (including GST).

**30. Reimbursement of Training/Study Costs**

- 30.1 The parties agree that where an employee undertakes a specialist training and/or study course as approved by Council (whether arising from a request from either the employer or the employee), and the Council incurs a cost in excess of \$2,000 for the specialist training and/or study course then, should the employee leave the service of Council within a period of twelve months from the completion of the specialist training and/or study course, the employee shall be required to reimburse the Council 50% of the cost incurred by Council.
- 30.2 For the purpose of this clause the \$2,000 costs incurred by Council shall include course costs, transport, accommodation, living expenses and may include labour at Council's discretion, where the course is attended in Council's time.
- 30.3 Individual arrangements for repayment may be negotiated with Council having regard to the costs and length of the training course/study. Council may, at the CEO discretion, not seek reimbursement, where the reason for leaving Council's employment is due to ill health or some other compassionate circumstances that may apply to the separation.

**Signatories**

Signed for and behalf of the  
MURWEH SHIRE COUNCIL

Mr Neil Polglase  
CHIEF EXECUTIVE OFFICER

28.3.18  
DATE

In the presence of:

\_\_\_\_\_  
WITNESS

Ms Jillian Usher  
PRINT NAME OF WITNESS

Signed for and behalf of  
QUEENSLAND SERVICES, INDUSTRIAL  
UNION OF EMPLOYEES

Mr Neil Henderson  
PRINT NAME

Secretary  
TITLE

4.4.18  
DATE

In the presence of:

\_\_\_\_\_  
WITNESS

Ms Jane Gray  
PRINT NAME OF WITNESS

**SCHEDULE A – SCHEDULE OF WAGES**

Salary and wage increases for all employees covered by Stream A Award shall be:

<b>LEVEL</b>	<b>Annual Base Rate of Pay as at the Date of Certification</b>	<b>Annual Base Rate of Pay as at 1 July 2019</b>	<b>Annual Base Rate of Pay as at 1 July 2020</b>
1.1	\$53,207.52	\$54,378.08	\$55,574.40
1.2	\$53,854.87	\$55,039.68	\$56,250.55
1.3	\$54,891.85	\$56,099.47	\$57,333.66
1.4	\$55,878.71	\$57,108.05	\$58,364.42
1.5	\$56,879.03	\$58,130.37	\$59,409.24
1.6	\$57,741.25	\$59,011.56	\$60,309.82
2.1	\$58,753.83	\$60,046.41	\$61,367.43
2.2	\$59,752.95	\$61,067.52	\$62,411.00
2.3	\$60,751.96	\$62,088.50	\$63,454.45
2.4	\$61,413.95	\$62,765.06	\$64,145.89
3.1	\$62,411.89	\$63,784.95	\$65,188.22
3.2	\$63,045.79	\$64,432.80	\$65,850.32
3.3	\$64,044.80	\$65,453.78	\$66,893.76
3.4	\$65,073.38	\$66,504.99	\$67,968.10
4.1	\$66,116.10	\$67,570.65	\$69,057.20
4.2	\$67,161.42	\$68,638.98	\$70,149.03
4.3	\$68,063.82	\$69,561.22	\$71,091.57
4.4	\$69,109.15	\$70,629.55	\$72,183.40
5.1	\$70,151.86	\$71,695.20	\$73,272.50
5.2	\$71,055.63	\$72,618.85	\$74,216.46
5.3	\$72,099.59	\$73,685.78	\$75,306.86
6.1	\$73,839.31	\$75,463.78	\$77,123.98
6.2	\$75,577.67	\$77,240.38	\$78,939.67
6.3	\$77,319.88	\$79,020.92	\$80,759.38
7.1	\$79,058.24	\$80,797.52	\$82,575.07
7.2	\$80,799.09	\$82,576.67	\$84,393.36
7.3	\$82,537.45	\$84,353.27	\$86,209.04
8.1	\$84,626.86	\$86,488.65	\$88,391.40
8.2	\$86,713.66	\$88,621.36	\$90,571.03
8.3	\$88,801.83	\$90,755.47	\$92,752.09
8.4	\$90,762.24	\$92,759.01	\$94,799.71
8.5	\$92,721.41	\$94,761.28	\$96,846.03