



## **CROWN EMPLOYEES NURSES' (STATE) AWARD 2019**

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**This Award includes:**

<b>Matter No.</b>	<b>Details of Variation</b>	<b>Effective Date</b>	<b>Gazettal Ref.</b>
IRC 2019/ 2047059 IRC Chief Commissioner P Kite SC	New Award – Increase in wages and allowances of 2.5%	1 July 2019	Not yet gazetted

**Last write date 5 August 2019**

## **AWARD**

### **1. Arrangement**

#### **PART A**

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#### **MONETARY RATES**

Table 1 - Salaries

#### **PART A**

### **2. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch) of 50 O'Dea Avenue, Waterloo, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 a.m. and before 10.00 a.m. otherwise than as part of the shift system.

"Employee" means for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the Ministry of Health or in a Public

Service agency as per Schedule 1 of the *Government Sector Employment Act 2013* where the Secretary, Ministry of Health is the head of Agency.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Government Sector Employment Act 2013*, is a reference to the Secretary, Ministry of Health.

Registered Nurse/Midwife, Nurse/Midwife Educator, Nurse/Midwife Manager, Nursing/Midwifery Unit Manager, Clinical Nurse/Midwife Educator, Clinical Nurse/Midwife Specialist, Clinical Nurse/Midwife Consultant and Nurse/Midwife Practitioner shall all have the same meaning as defined in the *Public Health System Nurses' and Midwives' (State) Award 2019*.

"Shift Worker" means a worker who is not a day worker as defined.

### **3. General Conditions of Employment**

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 of the *Government Sector Employment Act 2013*, together with the *Government Sector Employment Regulation 2014*, the *Government Sector Employment (General) Rules 2014*, the *Public Service Industrial Relations Guide* as amended from time to time and/or the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as varied from time to time.

### **4. Salary Rates**

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

### **5. Overtime**

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
  - (i) the risk to the employee's health and safety;
  - (ii) the employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the facility;
  - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.

- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

#### **6. Penalty Payments for Shift Work and Weekend Work**

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:
  - (i)
    - (1) On afternoon shift, commencing at or after 10.00 a.m. and before 1.00 p.m. at the rate of ten per cent extra.
    - (2) On afternoon shift, commencing at or after 1.00 p.m. and before 4.00 p.m. at the rate of 12 ½ per cent extra.
    - (3) On night shift, commencing at or after 4.00 p.m. and before 4.00 a.m. at the rate of 15 per cent extra.
    - (4) On night shift, commencing at or after 4.00 a.m. and before 6.00 a.m. at the rate of ten per cent extra.
  - (ii)
    - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
    - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
    - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
  - (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

#### **7. Public Holidays**

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.
- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

#### **8. Annual Leave**

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,

- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied from time to time:
  - (i) the provisions of clause 7, Public Holidays; or
  - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.
- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time.

### **9. Grading of Nurse / Midwife Manager**

Grading provisions of the *Public Health System Nurses' and Midwives' (State) Award 2019* apply to all positions of Nurse / Midwife Manager covered by this award.

### **10. Dispute Resolution Procedures**

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.
- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
  - (i) immediately before the issue arose; or
  - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.

The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.

- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.

- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

### **11. Anti-Discrimination**

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### **12. Personal Carer's Leave**

The provisions of Clause 85, Sick Leave to Care for a Family member, of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, shall apply.

### **13. Area, Incidence and Duration**

- (a) This award applies to all employees as defined in clause 2, Definitions employed as a public servant within the NSW Ministry of Health or in a Division of the Government Service as per Schedule 1 of the

*Government Sector Employment Act 2013*, as varied from time to time, where the Secretary, Ministry of Health is the Agency Head.

- (b) This Award rescinds and replaces the Crown Employees Nurses' (State) Award 2018 and all variations thereof.
- (c) This Award commences on and from 1 July 2019. It shall remain in force until 30 June 2020.
- (d) The increases shown in the second column of Part B, Table 1 – Salaries commence from the first full pay period commencing on or after ('FFPPCOOA') 1 July 2019.

#### **14. No Extra Claims**

Other than as provided for in the Industrial Relations Act 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

#### **15. Savings Clause**

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

#### **16. Career Break Scheme**

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.
- (iv) The Ministry of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year.
- (v) The Ministry of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The Ministry of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.

- (vii) For members of the State Authorities Superannuation Scheme (SASS) the Ministry of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the Ministry of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.
- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the account.
- (xvii) It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.
- (xviii) Subject to approval by the Ministry of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the Ministry of Health in positions covered by the Award. However, this does not prevent work in the Ministry of Health in another position not covered by the Award.



- (xix) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive Ministry of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xx) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xxi) A review of the operation of this clause will occur by a date agreed between the parties. That review will be undertaken by the Ministry of Health and the Association and will consider any recommendations to vary the Scheme.

### **17. Commitments During the Life of this Award**

- (i) The Association commits to continuing co-operation with and, where requested, participation in, NSW Health efficiency and productivity improvement initiatives, including those set out below:
  - a) better demand management through Medical Assessment Units, Community Service Packages, and Community Acute/Post Acute Care;
  - b) improved Severe Chronic Disease Management (SCDM);
  - c) implementation of Electronic Medical Records, Electronic Medication Management, and Computerised Physician Order Entry;
  - d) enhanced Healthcare Associated Infections (HAI) control;
  - e) improved clinical hand-over procedures;
  - f) reduction in medication errors;
  - g) increased utilisation of Telehealth, enabling rural and remote hospitals to access advice and specialised skills to minimise treatment delays and reduce patient transfers;
  - h) improved Nursing/Midwifery Unit Manager capabilities;
  - i) improved Drug & Alcohol Consultation liaison;
  - j) improved Management of Patient Deterioration;
  - k) management of ambulatory care sensitive conditions;
  - l) implementing the new rostering system, in particular co-operating in learning and applying the new system; and
  - m) continuation of changes to ensure consistency in approach to skill mix and classifications, including use of nurse practitioners, senior clinical nurses, enrolled nurses and assistants in nursing. One of the clinical areas to be reviewed to ensure appropriate skill mix is in operating theatres.
- (ii) The Association commits to continuing co-operation with and, where requested by the Ministry, participation in, the following initiatives:
  - a) better discharge management planning to facilitate earlier discharges and other improved patient flow strategies;
  - b) trialling and/or implementation of new models of care, such as Urgent Care Centres and the Surgery Futures project, which includes establishment of high volume short stay surgery centres and improved separation of emergency from planned surgery;
  - c) operating theatre redesign to move procedures not needing a full operating theatre environment to procedure rooms and ambulatory care centres;
  - d) implementation of programs to facilitate rapid assessment of patients from residential aged care facilities;
  - e) the Pharmacy Reform program, in particular the review of nursing roles in medication management (including transition to home and general business processes) and implementation of any recommended changes; and
  - f) operationalising Supervision for Safety principles within existing staffing.

## **PART B**

**MONETARY RATES**

**Table 1 - Salaries**

<b>Classification</b>	<b>Rates as at 01/07/2019 per week</b>	<b>Rates for FFPPCOOA 01/07/2019 per week</b>
<b>Registered Nurse/Midwife</b>		
1st Year	\$1,200.10	\$1,230.10
2nd Year	\$1,265.30	\$1,296.90
3rd Year	\$1,330.60	\$1,363.90
4th Year	\$1,400.60	\$1,435.60
5th Year	\$1,470.20	\$1,507.00
6th Year	\$1,539.40	\$1,577.90
7th Year	\$1,618.50	\$1,659.00
8th Year and Thereafter	\$1,685.10	\$1727.20
<b>Clinical Nurse/Midwife Specialist</b>		
Grade 1 - 1st Year and Thereafter	\$1,753.60	\$1,797.40
Grade 2 - 1st Year	\$1,883.70	\$1,930.80
Grade 2 - 2nd Year and Thereafter	\$1,945.60	\$1,994.20
<b>Clinical Nurse/Midwife Consultant</b>		
Appointed prior to 31.12.99	\$2,156.40	\$2,210.30
Grade 1 - 1st Year	\$2,107.90	\$2,160.60
Grade 1 - 2nd Year and Thereafter	\$2,151.00	\$2,204.80
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40
<b>Clinical Nurse/Midwife Educator</b>		
Year 1	\$1,824.50	\$1,870.10
Year 2 and Thereafter	\$1,883.70	\$1,930.80
<b>Nurse/Midwife Educator</b>		
4th Year as at 1/7/08	\$2,156.40	\$2,210.30
Grade 1 - 1st Year	\$2,049.40	\$2,100.60
Grade 1 - 2nd Year and Thereafter	\$2,107.90	\$2,160.60
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40

<b>Classification</b>	<b>Rates as at 01/07/2019 per week</b>	<b>Rates for FFPPCOOA 01/07/2019 per week</b>
<b>Nurse/Midwife Practitioner</b>		
1st Year	\$2,323.10	\$2,381.20
2nd Year	\$2,366.20	\$2,425.40
3rd Year	\$2,426.60	\$2,487.30
4th Year and Thereafter	\$2,487.40	\$2,549.60
<b>Nursing/Midwifery Unit Manager</b>		
Level 1	\$2,114.00	\$2,166.90
Level 2	\$2,214.10	\$2,269.50
Level 3	\$2,273.80	\$2,330.60
<b>Nurse/Midwife Manager</b>		
Grade 1 - 1st Year	\$2,107.90	\$2,160.60
Grade 1 - 2nd Year and Thereafter	\$2,151.00	\$2,204.80
Grade 2 - 1st Year	\$2,193.60	\$2,248.40
Grade 2 - 2nd Year and Thereafter	\$2,237.20	\$2,293.10
Grade 3 - 1st Year	\$2,323.10	\$2,381.20
Grade 3 - 2nd Year and Thereafter	\$2,366.20	\$2,425.40
Grade 4 - 1st Year	\$2,452.20	\$2,513.50
Grade 4 - 2nd Year and Thereafter	\$2,495.20	\$2,557.60
Grade 5 - 1st Year	\$2,580.70	\$2,645.20
Grade 5 - 2nd Year and Thereafter	\$2,624.30	\$2,689.90
Grade 6 - 1st Year	\$2,710.40	\$2,778.20
Grade 6 - 2nd Year and Thereafter	\$2,753.70	\$2,822.50
Grade 7 - 1st Year	\$2,925.10	\$2,998.20
Grade 7 - 2nd Year and Thereafter	\$2,968.60	\$3,042.80
Grade 8 - 1st Year	\$3,140.70	\$3,219.20
Grade 8 - 2nd Year and Thereafter	\$3,183.50	\$3,263.10
Grade 9 - 1st Year	\$3,355.40	\$3,439.30
Grade 9 - 2nd Year and Thereafter	\$3,398.70	\$3,483.70