

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/148

TITLE: **Baiada Poultry (Pendle Hill NSW) Enterprise Agreement 2004**

I.R.C. NO: IRC5/1078

DATE APPROVED/COMMENCEMENT: 11 April 2005 / 11 April 2005

TERM: 30

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/207.

GAZETTAL REFERENCE: 8 July 2005

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Production employees employed by Baiada Poultry Ptd Ltd Pendle Hill Plant/Processing Division, located at Great Western Highway New South Wales, (exlcuding all employees mentioned in subclause 20.2) who fall within the coverage of the Poultry Industry Preparation (State) Award.

PARTIES: Baiada Poultry Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

BAIADA POULTRY (PENDLE HILL NSW) ENTERPRISE AGREEMENT.2004

1. Title

This agreement shall be known as the Baiada Poultry Pty Limited (Pendle Hill NSW) Enterprise Agreement 2004.

2. Arrangement

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3. Parties Bound

This agreement shall apply at the Baiada Poultry Pty Ltd Pendle Hill Plant / Processing Division located at Great Western Highway New South Wales, (ACN: 002 925 948) herein referred to as the Company", and the Australasian Meat Industry Employees' Union New South Wales Branch herein after referred to as the Union and shall apply to all Production employees (excluding all employees mentioned in subclause 20.2 of this Agreement) covered by the Poultry Industry Preparation (State) Award (IRC No 7320 of 2004)

4. Relationship to Existing Award

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award, (IRC No 7320 of 2004) (herein after referred to as the Award but in the event of any inconsistency between this agreement and the above award, this agreement shall take precedence.

5. Aims and Objectives

The objectives of this agreement are

- (i) To recognise the contributions of all employees' to improvements in productivity and efficiency.
- (ii) To provide wage increases to employees.
- (iii) To provide flexible working conditions in relation to sick leave, overtime and public holidays, and

- (iv) To provide the company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.
- (v) To provide career paths for employees' through structured training.

6. Contract of Employment

- 6.1 Employment will be by the week; except for casuals. Any employee not specifically employed as a casual will be deemed to be employed by the week. Employment may be terminated by a week's notice from the employer or employee at any time during the week or by the payment/forfeiture of a week's wages.
- 6.2 Employees not attending for duty lose pay for the actual time of such non-attendance unless on Sick Leave.
- 6.3 If by reason of the failure or shortage of electric power an employer is unable to carry on his/her business during all the working hours of the day, wages of employees may be deducted for any part of a day in excess of 20 minutes when they cannot be usefully employed. However, employees required to attend for work on any day no work is provided, will be entitled to 2 hours' pay. Where employees commence work, they will be entitled to 4 hours' employment or pay in lieu.
- 6.4 The employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and the wages will be paid up to the time of dismissal only.
- 6.5 The employer may deduct wages for any day or portion thereof during which an employee is stood down due to result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct or may deduct wages for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery.
- 6.6 The employer and employee representatives may agree to direct an employee to take "disciplinary leave"; in lieu of dismissal for an action other than wilful misconduct. Such leave will be without pay and will be for a period of not less than one working day and not more than 20 working days. This direction may only be exercised once in every 6 months. Wilful misconduct includes any theft, consumption or distribution of alcohol or drugs which are not prescribed, and which are addictive and not legal for trade.
- 6.7 Counselling procedure - In any case where the actions of an employee are unacceptable to the employer, the employee will be counselled as a prerequisite to the commencement of termination proceedings. Except that this clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.
- 6.8 Unless otherwise agreed the counselling procedure is:
 - 6.8.1 The employee will be verbally counselled in the presence of a Union representative. The employer will clearly identify the unacceptable actions and advise on corrective measures and a review date.
 - 6.8.2 Where the initial counselling has failed to correct the unacceptable actions a further review will occur and will incorporate a final written warning to the employee identifying the unacceptable actions, the corrective measures required, review date and advising the subsequent steps, i.e., disciplinary leave or termination.
 - 6.8.3 If no change occurs by the review date the employer may consider the option of disciplinary leave or termination and the employee will show cause why this should not occur. After reviewing all the facts the employer may exercise the options available and direct the employee on disciplinary leave or give notice of termination.
- 6.9 Abandonment of Employment -

An employee absent from duty for more than 3 days without notifying the employer will be deemed to have abandoned employment on the last day of duty. The employer will take any reasonable steps to be informed of the employee's situation over the next 24 hours including, where necessary, by mail the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the employer that a good and cogent reason existed for this then the abandonment will not be final until the lapse of 14 days.

- 6.10 An employer may direct an employee to carry out duties within the limits of an employee's skill, competence and training and the employee will follow such direction.

7. Casual Ratios

The Company agrees to abide by the casual ratios (i.e. 1 casual employee to 5 permanent employees) however if production demands require, may elect to operate a second processing shift with casuals. These casuals shall not form part of the permanent to casual ratio until the second shift becomes an eight- (8) hour shift.

8. Public Holidays.

- 8.1 The parties are committed to flexibility in the taking of public holidays as designated by the Poultry Industry Preparation Award (State Award). All full time employees will receive the equivalent number of public holidays including the Union Picnic Day, as prescribed by the parent award, without any loss of pay per year. Part time employees will receive a proportion number of days depending on their rostered hours.

- 8.2 The following days for the purpose of this agreement shall be deemed to be public holidays and shall be paid as per the Award i.e. Double Time and One Half. Should the company elect to work on any of these days the employee's obligation to work shall be on a voluntary basis only.

- * New Years Day
- * Good Friday
- * Christmas Day

- 8.2.1 The following days for the purpose of this Agreement shall be deemed to be public holidays and shall be paid either double time and one half or time and one half for time worked and a day off in lieu, should the Company elect to work these public Holidays.

- * Boxing Day
- * Easter Saturday
- * Easter Monday
- * Anzac Day

Minimum hours of work for any one- (1) day are 4.

The option to take time and one half and a day in lieu is only applicable to persons who have worked a full shift (i.e. their normal ordinary hours eg 7.60 or 8.00). All hours worked in excess of the normal ordinary hours are to be paid at double time and one half.

- 8.2.2 The remaining public holidays, being:

- * Australia Day
- * Queens Birthday
- * Labour Day
- * Union Picnic Day

Should the company require full-time permanent employees to work on any of these public holidays the payment for any time worked shall be paid at single time and a day off in lieu equal to normal ordinary hours. All hours worked in excess of normal ordinary hours shall be paid at double time.

Casual employees shall be paid double time for all hours worked.

- 8.3 In the event that a public holiday falls on a Monday the Company may elect to Process on the Saturday prior to the Monday with payment as set out in clause 8.2.2.
- 8.4 The Company undertakes to give a minimum of two (2) weeks notice to the employee's if they are required to work any of the public holidays mentioned above; however the Company shall use all reasonable endeavours to provide employee's with more notice where possible.
- 8.5 It is acknowledged that at times the Company is provided with minimal notice from its customers as to their requirements, and there exists a need to respond to these demands. In relation to the notification periods specified in 8.4, these may be waived or varied by mutual agreement between the employees and the Company.
- 8.6 Full-time permanent employees working less than normal ordinary hours on public holidays shall be paid equivalent to their normal ordinary hours, e.g. a full-time employee is requested to work 6 hours on a public holiday, their normal ordinary hours are 7.6 - they will be paid 7.6 hours at the relevant public holiday rate of pay as if they had actually worked 7.6 hours.
- 8.7 Days off in Lieu
- 8.7.1 Where an employee becomes entitled to a day off in lieu as prescribe in (sub clauses 8.2.1 and 8.2.2 and 8.3) of this agreement, the company shall provide to the employee's a roster of the day he /she can take off, such day shall be either a Monday or Friday or by mutual agreement between the employee and employer. The nominated day to be authorised with the completion of a leave form.

Any employee wanting to change the agreed date must give a minimum of 48 hours notice.

Upon such request the company having regard to manning levels required, will not unreasonably refuse any such request.

9. Span of Hours

- 9.1 Thirty-eight ordinary hours shall constitute a week's work, worked in no more than five (5) consecutive days Monday to Saturday between the hours of 3.00am and 5.00pm. However employees shall work 40 hours at ordinary rates of pay and accrue one rostered day off every 20th working day.
- 9.2 The Company may require varying the ordinary working week of employees as follows.
- (a) Monday to Friday thirty-eight (38) ordinary hours of work at ordinary rates of pay as set out in schedule (a) of this document.
 - (b) Tuesday to Saturday inclusive at ordinary rate of pay for Tuesday to Friday as set out in schedule (a) of this document.
 - (c) Saturday (when worked as ordinary time) shall be paid at time and one half as set out in schedule (a) of this document.

10. Flexibility of Hours and Days of Work.

- 10.1 Due to the changing market and processing requirements the Company may elect to operate its processing plant on either a four (4) or five-(5) day week with flexibility of hours contained within these working days. A nine day fortnight and any variation of 38 hours of weekly ordinary hours as provided under the Poultry Industry Preparation (State) Award, (IRC No 7320of 2004).
- 10.2 There shall be no restriction on the number of four (4) day or five-(5) day weeks which are worked during any particular period, providing the Company gives seven (7) days notice in writing of its intention to work a five-(5) day week or alternatively a four-day week is given to employees.

10.3 Should the Company wish to change the following week's working days without notice, it shall be done by mutual agreement between the Company and the employees.

10.4 The flexibility provisions are contained in clause 10 below.

11. Flexibility Provisions

11.1 In the event that the Company elects to work a five (5) day week the following shall apply.

11.2 Thirty-eight ordinary hours shall constitute a week's work, worked in no more than five (5) consecutive days. However employees shall work 40 hours at ordinary rates of pay and accrue one rostered day off every 20th working day. The Company may revert to any variation of 38 ordinary hours of work to suit the needs of the business with a minimum of one weeks notice.

11.3 The company may at its discretion elect to process varying hours during any particular week provided that a minimum of seven (7) ordinary paid hours and a maximum of nine (9) ordinary paid hours are worked on any particular day.

11.4 Notice

(a) Where a nine or seven hour day is to be worked in any week employees are to be given the following notice:

(b) If the ordinary hours on a Monday are altered employees must be notified no later than Friday of the previous week.

(c) If the ordinary hours on Tuesday, Wednesday, Thursday, or Friday, are altered employees must be notified no later than Monday of each week.

(d) Where a decision to work nine hours on a Friday has been made then only one nine hour day shall be worked in that week.

(e) The provisions above in sub clause 10.4 (b), (c) and (d) may be waived or varied by mutual consent between the employees, the Union and the Company.

11.5 In the event that the Company elects to work a four (4) day week the following shall apply:

(a) Thirty eight ordinary hours shall constitute a week's work, worked in no more than four consecutive (4) days.

(b) The Company has the right to nominate any four-day it requires employees to work.

(c) A normal week shall consist of four (4) consecutive working days of 9 hours 30 minutes per day totalling 38 ordinary hours for the week.

(d) The RDO system will not apply when working a four-day week.

(e) The provisions above in sub clause 10.5 (a) and (c) may be waived or varied by mutual consent between the employees, the Union and the Company.

11.6 The provisions in sub clause 10.4 may be waived or varied by mutual consent between the employees and the Company.

11.7 The Company need to work reasonable overtime during any particular week as provided under the Award is not in any way affected by the flexibility provisions above

11.8 Breakdowns

Where breakdowns in excess of thirty minutes in any one day occur the employees agree to work back the equivalent time at ordinary rate of pay providing employee's are given the equivalent time off the following day. Employees who have child minding arrangements are exempt from this provision; the company must be notified in writing of these arrangements.

12. Meal Breaks

12.1 When a five- (5) day week is worked, the Company agrees that all employees shall be entitled to the following meal breaks:

- (a) Morning Tea break - 20 minutes - Paid at normal rate of pay.
- (b) Lunch - 30 minutes - Unpaid
- (c) Afternoon Tea break is not taken so the employee' shall finish 10 minutes early as shown in the example below

Example	Start	Finish
Kill Line	5.00 am.	1.20pm.

12.2 When a four (4) day week is worked, the Company agrees that all employees shall be entitled to the following meals breaks.

- (a) Morning Tea break - 20 minutes - Paid at normal rate of pay.
- (b) Lunch - 30 minutes - Unpaid
- (c) Afternoon Tea Break - 15 Minutes- Paid at normal rate of pay.
- (d) The second Afternoon Tea break is not taken so the employee' shall finish 10 minutes early as shown in the example below

Example	Start	Finish
Kill Line	4.00am	1.50pm
E V	4.05am	1.55pm
Packing	4.35am	2.25pm

The above breaks are exclusive of the five (5) minutes currently in existence.

13. Tea Money

Tea money will apply to any employee who works more than two (2) hours overtime after their normal finishing time, if not previously notified the prior working day

14. Sick Leave

Sick leave shall be accrued on a monthly basis as follows:

- (i) For the first year of service employees' will accrue 0.417 sick days per month.
 - (ii) For the second and each subsequent year of service employees' will accrue 0.833 days per month.
- 14.1 The Company agrees to the paying out of any untaken excess sick leave at the end of each completed year of service on the following basis.

- (i) Excess sick leave shall for the purposes of this agreement be defined as the amount of untaken sick leave, or accrued sick leave that exceeds ten (10) days.
- (ii) The employee has been employed by the company in excess of (12) months.
- (iii) The employee has not used more than three (3) day's sick leave during the previous entitlement year.
- (iv) The company will pay on the employees' request, each anniversary, 50% of the accumulated sick days as long as 50% does not equal less than 10 days.

Eg. If an employee has been employed for more than 12 months, has not taken more than 3 days sick leave in the previous year and has accumulated 30 days; on request (by completing a leave form) the employee shall be paid 15 days.

If an employee as above has accumulated only 16 days then the maximum days paid are 6 as to pay 50% of 16 equals less than 10.

- 14.2 The Company and employees agree that the provisions in 13.1 do not entitle employees to be paid their accrued sick, but define the method of calculating and paying "excess" sick leave to employees who have met the above criteria, for the purposes of this agreement.
- 14.3 Any employee who leaves the company's employment shall not be entitled to payment of sick leave.

15. Attendance Bonus System

An attendance bonus system will incorporate the following:

An attendance bonus of \$30.00 per week shall be paid providing the following occurs:

- (i) An employee is not late commencing work.
- (ii) An employee apart from rostered days off or public holidays loses no time.
- (iii) If a person is sick then that employee is not eligible for the attendance bonus.
- (iv) A casual will not be penalised or lose their attendance bonus if they are not required for the full day.
- (v) A casual's attendance bonus will be paid pro rata for the days worked.

16. Productivity & Training

- 16.1 The company agrees to conduct induction-training programs for all employees, with particular emphasis on production techniques, occupational health and safety and company policies.
- 16.2 It is agreed that the company and its employees shall work jointly on improving the efficiency of the company's operations through the adoption of total quality management principles.
- 16.3 Such areas will include measurement and improvement of yields, throughout, downtime and work practices.
- 16.4 The company agrees to organise a consultative or steering committee for this purpose.
- 16.5 Any training other than "on the job" training to be conducted outside normal ordinary hours of work with payment being made at normal time training rate being the equivalent of the employee's normal time hourly rate.

17. Leave to Attend Union Business and Training

- 17.1 The company recognises the Australasian Meat Industry Employees' Union as being the principle union in the Poultry Processing Industry.
- 17.2 Leave of absence from work to attend union business will be allowed by the company for union delegates employed by the company.

The following conditions shall apply in relation to paid leave in attending union business or training leave.

- (a) The union, or its delegates, must provide a minimum of one (1) week's notice in writing of the need to obtain leave, specifying the reasons for the leave requested.
- (b) Leave will be restricted to one delegate at a time, who, will be paid at normal rates of pay.
- (c) The maximum paid leave to be granted by the company shall be eighty (80) hours per annum, with a minimum of 48 hours to be for training. The respective delegates and their union may determine as to how this time shall be allocated between delegates. This leave shall not be cumulative.
- (d) Granting of such leave shall be at the absolute discretion of the company and subject to adequate staffing arrangements being made.
- (e) Leave shall be confined to delegates who have held this position for a period not less than six (6) months.
- (f) The courses for which leave is granted are those, which are conducted by the union (or its agent) and jointly approved by the union and the company as being relevant to the industry and the needs of the company or its employees.

18. Disputes Resolution Procedure

The parties agree that, subject to the provisions of the *Industrial Act* 1996, all grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- 18.1 Any grievance or dispute, which arises, will, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 18.2 If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the Union delegates or, where appropriate another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- 18.3 If no agreement is reached within a reasonable time period, the Union Secretary or his/her representative or where appropriate a nominated representative will discuss the matter with the employer's nominated industrial relations representative.
- 18.4 Whilst the foregoing procedure is being followed work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the sub clause.
- 18.5 Should the matter still not be resolved within a reasonable time period it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party?
- 18.6 The parties will, at all times, confer in good faith and without undue delay.
- 18.7 During the discussions the status quo will remain and work will proceed normally in accordance with this Award and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" will mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 18.8 Under no circumstances shall there be any stoppage or interruption to work on any day or at any time.

18.9 Where a critical and bona fide safety issue is involved that threatens the security and safety of an employee, the following will apply. The company shall direct employees to leave the unsafe area and be allocated tasks elsewhere, if possible, until the unsafe area is made safe to the satisfaction of the Occupational Health and Safety Committee or its representative. The remainder of the plant and its employees will proceed as normal.

19. Wages

Wages shall be increased as set out below:

1. A 4% wage increase applicable to the hourly rate will take effect from the pay period commencing Saturday 30th October 2004.
2. A further 4% shall be paid from the pay period commencing Saturday 29th October 2005.
3. A further 4% will be paid from the pay period commencing Saturday 28th October 2006.
4. The total wage increase to be 12% payable in the three instalments mentioned above with the duration of the Enterprise Agreement to be three (3) years from the 30th October 2004.
5. The wage increase as set out above applies to the hourly rate only. All other payments such as allowances shall be paid in accordance with the Poultry Industry Preparation (State) Award.

The rates of Pay are set out in schedule A of this agreement.

19.1 Superannuation

- (1) The company shall make on behalf of each employee contributions in accordance with the Superannuation Guarantee Act based on Ordinary Time Earnings to one of the following funds nominated by the employee:

Australian Retirement Fund (ARF)

Meat Industry Employees Superannuation Fund (MIESF)

Upon request an employee can alternate from one fund to another once in each year.

20. Area, Incidence and Duration

- 20.1 This award regulates partially the terms and conditions of employment also regulated by the Poultry Industry Preparation (State) Award made on 15 June 1990 and published at 265 IG 559, the Poultry Industry Preparation Wages (State) Award IRC No 2963 of 2000
- 20.2 It will apply to all Baiada Poultry (Pendle Hill) Production employees who are covered by the Poultry Industry Preparation (State) Award (IRC no 7320 Of 2004 This Agreement does not apply to any person covered by the Baiada Poultry (Pendle Hill NSW) Nightshift Despatch Employees Enterprise Wages Agreement 2004 working at the Pendle Hill site.
- 20.3 This agreement will come into effect on the date it is approved by the Commission under Section 32 of the *Industrial Relations Act* (NSW) 1996 ("the Act"), and will remain in force until Friday 26th October 2007.
- 20.4 In the event that either party wishes to terminate the agreement at or after its nominal expiry date, that party must do so by providing 3 months written notice of its intention to terminate the agreement, in accordance with Section 44 of the Act.

21. Signatories

Signed for and on behalf of Baiada Poultry Pty Limited:

Simon Camilleri Date

In the presence of: _____
Witness Date

Signed for and on behalf of the Australasian Meat Industry Employee's Union New South Wales Branch:

Peter Usher Date

In the presence of: _____
Witness Date

SCHEDULE A

WAGE RATES

MONETARY RATES

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each classification from the 30th October 2004 shall be as follows:

Grade	Ordinary Weekly Rate - Mon to Fri	Ordinary Hourly Rate - Mon to Fri	Ordinary Hourly Rate - Saturday
1	\$514.80	\$13.5470	\$20.3205
2	\$526.65	\$13.8590	\$20.7885
3	\$536.64	\$14.1220	\$21.1830
4	\$546.10	\$14.3710	\$21.5565
5	\$556.09	\$14.6330	\$21.9495
6	\$588.69	\$15.4910	\$23.2365

The minimum ordinary rates of pay for Casual Employee's for each Classification from the 30th October 2004 shall be as follows

Grades	Weekly Rate	Hourly Rate Mon-Fri	Hourly Rate Saturday
1		\$16.3920	\$24.5880
2		\$16.7690	\$25.1535
3		\$17.0870	\$25.6305
4		\$17.3880	\$26.0820
5		\$17.7070	\$26.5605
6		\$18.7450	\$28.1175

Attendance Bonus of \$30.00 per week shall be paid in accordance with clause 14 - Attendance Bonus System, of this Agreement and shall be added to the above rates of pay.

MONETARY RATES

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each Classification from the 29th October 2005 shall be as follows:

Grade	Weekly Rate Monday Friday	Hourly Rate Mon- Fri	Hourly Rate Saturday
1	\$535.39	\$14.0889	\$21.1333

2	\$547.72	\$14.4136	\$21.6204
3	\$558.11	\$14.6870	\$22.0304
4	\$567.94	\$14.9459	\$22.4188
5	\$578.33	\$15.2193	\$22.8290
6	\$612.24	\$16.1115	\$24.1673

The minimum ordinary rates of pay for Casual Employee's for each Classification from the 29th October 2005 shall be as follows:

Grades	Weekly Rate	Hourly Rate Mon-Fri	Hourly Rate Saturday
1		\$17.0477	\$25.5715
2		\$17.4398	\$26.1597
3		\$17.7705	\$26.6558
4		\$18.0835	\$27.1253
5		\$18.4153	\$27.6229
6		\$19.4948	\$29.2422

Attendance Bonus of \$30.00 per week shall be paid accordance with clause 14 - Attendance Bonus System of this Agreement and shall be added to the above rates of pay.

MONETARY RATES

The minimum ordinary rates of pay for Permanent and Part Time Employee's for each Classification from the 28th October 2006 shall be as follows:

Grade	Weekly Rate Monday Friday	Hourly Rate Mon- Fri	Hourly Rate Saturday
1	\$556.81	\$14.6528	\$21.9792
2	\$569.63	\$14.9903	\$22.4854
3	\$580.43	\$15.2746	\$22.9119
4	\$590.66	\$15.5436	\$23.3154
5	\$601.46	\$15.8280	\$23.7420
6	\$636.73	\$16.7560	\$25.1340

The minimum ordinary rates of pay for Casuals Employee's for each Classification from the 11th of May 2002 shall be as follows

Grades	Weekly Rate	Hourly Rate Mon-Fri	Hourly Rate Saturday
1		\$17.7296	\$26.5944
2		\$18.1374	\$27.2061
3		\$18.4813	\$27.7220
4		\$18.8068	\$28.2103
5		\$19.1519	\$28.7279
6		\$20.2746	\$30.4119

Attendance Bonus of \$30.00 per week shall be paid accordance with clause 14 - Attendance Bonus System of this Agreement and shall be added to the above rates of pay.