

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/52

TITLE: A.J.Mills & Sons Pty Ltd Seasonal Cane Transport and Bagasse Driver Employees Enterprise Agreement 2001

I.R.C. NO: 2001/4911

DATE APPROVED/COMMENCEMENT: 21 August 2001

TERM: 31 January 2004

**NEW AGREEMENT OR
VARIATION:** New Replaces EA99/97

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all seasonal cane transport and bagasse drivers at Harwood, Condong and Broadwater

PARTIES: A.J Mills & Sons Pty Limited -&- the Transport Workers' Union of Australia, New South Wales Branch



Ex 21
21/8

A.J. MILLS & SONS PTY LTD
A.C.N. 000 274 859



**SEASONAL CANE TRANSPORT &
BAGASSE DRIVER EMPLOYEES
ENTERPRISE AGREEMENT 2001**

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1. TITLE

This Agreement shall be known as the **A.J. MILLS & SONS PTY LTD SEASONAL CANE TRANSPORT AND BAGASSE DRIVER EMPLOYEES ENTERPRISE AGREEMENT 2001.**

2. PARTIES BOUND

The parties to this Agreement are:

- (a) Transport Workers Union of Australia, New South Wales Branch
- (b) A.J. Mills & Sons Pty Ltd

3. APPLICATION

This Agreement shall apply to all seasonal cane transport and bagasse drivers at Harwood, Condong and Broadwater.

4. INCIDENCE

This Agreement shall operate on and from 21 August 2001 and expire 31 January 2004.

This Agreement shall partially regulate the terms and conditions of employment provided for in the Transport Industry State Award. This Agreement shall prevail to the extent of any inconsistency with the Transport Industry State Award.

5. OBJECTS

The objects of this Agreement are to:

- Enhance the productivity and efficiency of the company's operations;
- Provide relevant professional training to transport workers;
- Promote job security for transport workers and provide them with access to more varied, fulfilling and better paid jobs.

6. COMMITMENT

By entering into this agreement the employer hereby makes a commitment to:

- Achieve the full-time engagement of its seasonal transport workers;
- Utilise full-time employees to their full capacity before casual or part-time employees are engaged or work is contracted out to other companies or business;



- The training of its transport workers in occupational health and safety, fatigue management, and other professional training as provided by the company.

7. MEASURES TO INCREASE PRODUCTIVITY & EFFICIENCY

The parties have agreed that in order to develop a more efficient and productive enterprise it is necessary to create a co-operative work environment and appropriate consultative mechanisms involving the company, the TWU and employees.

8. NO EXTRA CLAIMS

The Parties to the Agreement will not make claims for improvements in wages and conditions except where consistent with the process identified in the Agreement.

Any award adjustments in accordance with future National or State Wage Decisions or otherwise during the life of the Agreement will be absorbed into any increases paid or allowable under this Agreement.

9. RATES OF PAY

- (i) The employer agrees to pay an increase of 3 % per year (i.e. 3 + 3 + 3) from the current rate of pay in accordance with the following schedule:

3% From the first full pay period after the date of approval by the Industrial Relations Commission of New South Wales

3% 1 June 2002

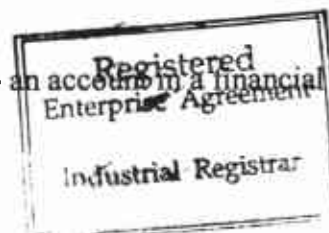
3% 1 June 2003

The rates of pay are contained in Appendix 1.

- (ii) Hours worked between 12 midnight Sunday and 12 midnight Friday shall be paid at the rates shown in Appendix 1, Part A, Column 4.
- (iii) Hours worked from 12 midnight Friday and 12 midnight Sunday shall be paid at the rates shown in Appendix 1, Part A, Column 5.

10. PAYMENT OF WAGES

Wages are paid weekly via electronic funds transfer to an account in a financial institution nominated by the employee.



11. SHIFT ALLOWANCES

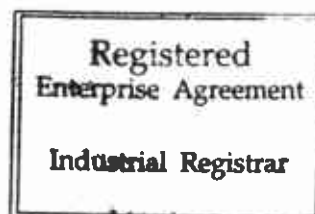
Shift allowances are included in the new base rate set out in Appendix 1, Part A, Column 3.

12. SHIFT ARRANGEMENT

- (i) Driving teams shall comprise of three (3) drivers per team. Driving teams shall be selected from a management-approved list.
- (ii) Shift arrangements are by agreement between the drivers comprising each driving team. Shift lengths and arrangement must be consistent with the principles of fatigue management and the company's operating limits. The maximum length for any one shift is twelve (12) hours, and in any fourteen (14) day period a maximum of 120 hours. For drivers operating Fatigue Management Pilot conditions, an outer driving limit of 14 hours is available. Examples of when this outer limit may be accessed include unforeseen delays, finishing a trip, or when the next driver fails to appear (the extra 2 hours provides the opportunity to arrange a relief driver).
- (iii) No more than three (3) drivers can commence a shift at any one time. Changeover times are to be on the hour or half-hour.

13. SHIFT SUPERVISOR

- (i) Prior to commencement of each season, management will nominate 3 shift supervisors for each mill. The 3 shift supervisors are representative of the 3 shifts. Factors considered by management in selecting the shift supervisors include multilift experience, leadership and communication skills.
- (ii) The role of the shift supervisor is to assist the company and the sugar mill in ensuring the smooth operation of the cane pick-up, haulage and delivery, by providing drivers, management, cane inspectors and weighbridge staff with a single contact or liaison point on a number of issues. This applies particularly during night shift or when the weighbridge is unmanned.
- (iii) Duties include:
 - ◆ Ensuring all drivers comply with:
 - Meal/rest breaks, including the co-ordination of meal/rest breaks where necessary
 - Timesheet correctly filled out
 - Swearing, verbal abuse on radios
 - Altering shift changeover times
 - Lagers
 - Leaving truck before replacement driver arrives
 - Time off & sick leave procedures
 - ◆ Drivers' Handbook
 - ◆ Shift Changeover



- ◆ Bins
 - Bin placement & maintenance
 - Bins placed in a dangerous position to power lines
 - Number of bins on pads
 - Bins loaded in a manner so as to not cause spilt cane on roadway
 - ◆ Night Operations e.g. informing lab of any changes, number of bins on pads, checking with weighbridge prior to changeover
 - ◆ Advising transport manager, weighbridge or lab of driver changes
 - ◆ Zero hours
 - ◆ Hold-ups e.g. in event of breakdown
 - ◆ Roads & Pads
 - Unsafe pads due to soft area, mud, excess cane
 - Unsafe roads e.g. slippery roads, overhanging cane, soft edges.
 - Drivers going to wrong pads
 - ◆ Supervision of work during Mill stops; organise, with assistance of Workshop Manager, drivers during mill stoppages
 - ◆ Check "Trip Efficiency Reports" in conjunction with Transport/Workshop Manager to determine where drivers require extra training to improve performance
 - ◆ Assist with Fatigue Management Training
 - ◆ Assist with Cane Driver Training
 - ◆ Health and Safety
 - ◆ Enterprise Agreement
- (iv) Shift Supervisors shall receive an additional weekly allowance as set out in Appendix 1, Part B.

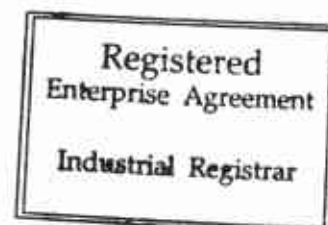
14. TERMS OF ENGAGEMENT

This is seasonal work and therefore subject to the vagaries of weather, the quality of the cane and the crushing demands of the sugar mills. Engagement will be by the week for the duration of the season and/or the availability of work except for casual hire drivers who will be engaged pursuant to Clause 16.

Management reserves the right to employ people on ability or for any other reason so deemed by management.

15. PROBATIONARY PERIOD

All new employees are subject to a three (3) month probationary period during which time they can be transferred back to former positions or terminated at the discretion of management. Continuing employment is subject to the satisfactory completion of the probationary period.



16. CASUALS

Casual hire drivers may be engaged by the hour and shall be paid a minimum of four (4) hours for each period of engagement.

17. MEAL BREAKS

Meal breaks can be taken at any time but shall not be taken en route or on the pad. They are to be taken so as to not interrupt the supply of cane to the sugar mill. Breaks are to be taken prior to the next trip being issued taking into consideration the following:

- (i) It is not convenient to take a meal break after tipping unless permission is received from the weighbridge.
- (ii) Breaks may be taken before tipping provided there are sufficient trucks in the yard to allow the break.
- (iii) Any meal break that is taken before tipping that is likely to cause a mill stop is not convenient to the mill.
- (iv) If you have been unable to have a meal break, fit it in by allowing another truck to go around you before you tip.
- (v) It is your responsibility to arrange your meal break by communicating with your fellow drivers and shift supervisor.

18. TRIPS AT CHANGEOVER

At changeover, trips are selected on the following basis:



Step 1: FREDD calculates the time remaining for the current shift, assuming they change 10 minutes before the nominated shift change time. If there is enough time for the chosen trip to return the driver before or at 10 minutes before the nominated shift change time, the trip is issued to the driver.

Step 2: If not, FREDD tries to find a trip that gets the driver back between 10 minutes before the nominated shift change time and the nominated change time itself. If such a trip exists, it is issued to the driver.

Step 3: If not, FREDD tries to find a trip that gets the driver back between the nominated change time and 10 minutes after the nominated change time. If such a trip exists, it is issued to the driver.

Step 4: If not, then FREDD picks a trip assuming that the drivers have changed.

If "Step 4" is selected then it is likely that this trip will return the driver later than 10 minutes after the nominated shift change time. If that is the case then the driver must,

in consultation with the shift supervisor, decide whether to take this trip. Factors to be considered include: how much time left before changeover? and how much later after the 10 minutes will the selected trip bring you back.

If the decision is made not to take the trip and the truck is parked, then the weighbridge or the lab must be advised so that the load is re-allocated and the truck number is taken out of the system.

19. MEDICAL CHECKS

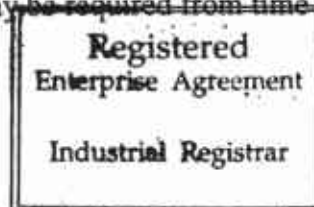
All drivers are to undergo a Medical and Health Assessment as defined in the Company's Health and Medical Policy. Drivers are required to undertake this medical every 3 years, unless they are 49 years and over when it is an annual assessment. Re-employed drivers will be reimbursed \$50.00 of the cost of their medical on presentation of the doctor's report. New drivers undertake the medical at their own expense.

20. FATIGUE MANAGEMENT

The company has implemented an accredited Fatigue Management Program with the express intent of improving safety while allowing greater operational flexibility. The parties to the Agreement are committed to the successful implementation and on-going maintenance of this program.

To assist the company in this process the drivers agree to:

- Participate in FMP training programs
- Operate within the company's approved operating limits
- Ensure they are fit for duty at all times when driving and if not fit for duty to inform their workshop supervisor immediately
- Carry the required FMP documentation
- Complete the required FMP documentation, e.g. Driver's Work Diary
- Participate in any assessment or study that may be required from time to time to assess the operation of the scheme.



21. TRAINING

The company will promote vocational training, occupational health and safety training, safer work practices, knowledge of the award, industrial entitlements, and other services for the benefit of the workers in the transport industry.

The company recognises its responsibilities to provide a safe and healthy workplace for its employees and all other persons attending its sites and accordingly agrees to provide training in accordance with this clause:

(i) Compulsory Induction Training

Prior to a new employee commencing work with the company the employee shall be trained in:

- Occupational health and safety;
- Relevant vocational skills;
- Company policies and procedures;
- Fatigue management;
- Industrial rights; and
- Any other training relevant to the position.

The company will provide training prior to commencement of work.

(ii) Ongoing Training

Upon entering into this agreement the company agrees:

- (a) To comply with all current Codes of Practice (including the current version of "Truck Safe"), relevant Regulations, WorkSafe Australia documentation and approved and recognised industry standards as a minimum requirement, so as to meet the company's obligations under the Occupational Health and Safety Act 1983;
- (b) To provide transport workers covered by this agreement with the opportunity and time to attend a two-hour safety and industrial rights course conducted on site by the company and the union. The course content to be agreed by the company and the union. Worker selection for enrolment in training will be done by consultation between the parties and such training will be conducted within 3 months of the commencement of the next season; and
- (c) To enrol and provide drivers, allocation staff and fleet controllers with the opportunity and time to attend Driver Fatigue Management programs.

22. HANDBOOKS

All drivers engaged by the company shall agree to comply with all the requirements of the company work manual entitled "Multilift Operator Handbook" and the "Drivers' Handbook".

Registered
Enterprise Agreement

Industrial Registrar

23. FLEXIBILITY OF WORKFORCE

When productive work is not available because of wet weather, Mill breakdown or Mill maintenance, employees will take R.D.O.'s, R.D.O.'s in advance, annual leave in advance or attend the workplace to carry out duties as instructed by management.

24. ROSTERED DAYS OFF

- (i) The parties agree that employees' Rostered Days Off (R.D.O.'s) shall be taken in consultation with management in order to maintain the continuous running

of the Sugar Mill. Rostered Days Off may also be taken in advance. Drivers are provided with 6 R.D.O.'s in advance (i.e. credit) at start of season. In the event of wet days or mill stoppages R.D.O.'s may be taken as either a part or full day off.

- (ii) Drivers may also accrue extra hours worked during the season to the RDO bank. The intention is to provide a facility of banking hours so that during Mill stoppages (e.g. wet weather), drivers are able to draw on this bank to supplement their income. At the beginning of each season drivers may nominate a percentage of hours above 38 hours worked Monday to Friday to be accrued to their RDO bank. On termination of employment any outstanding/overdrawn days will be adjusted, unless by special arrangement with management, e.g. drivers engaged on Bathurst corn. Regardless of special arrangements, entitlements must be taken or paid out before the start of next cane season.

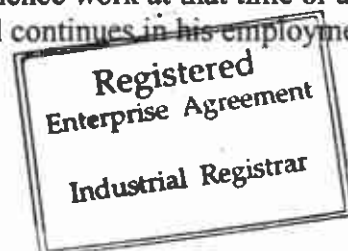
25. PUBLIC HOLIDAYS

The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed in the areas concerned together with any other days, which are proclaimed, as holidays for the area covered by this Agreement, shall be recognised as public holidays. Employees rostered to work on these public holidays are entitled to a payment at time and one half for actual time worked in addition to the day's pay to which the employee is entitled for those days. Payment is at the rate set out in Appendix 1, Column 4.

26. SICK LEAVE

All weekly employees shall be entitled to sick leave as per Clause 19 of the Transport Industry Interim (State) Award except for the following:

- (i) A statutory declaration shall be required for all single day absences. Periods of sick leave extending beyond one (1) day shall require the production of a doctor's certificate.
- (ii) An employee may accumulate an entitlement to untaken sick leave from one sugar cane crushing season to the next on the basis of a maximum of .8333 accumulated hours per week worked in the first season of employment and 1.33 accumulated hours per week worked for each subsequent season of employment.
- (iii) An employee may accumulate an entitlement to untaken sick leave in accordance with sub-clause (ii) where is available for employment by the employer to commence work from the beginning of sugar cane crushing operations at the mill or mills and does commence work at that time or at such later time as is approved by the employer and continues in his employment



until the end of the sugar cane crushing operations at the said mill or mills or until such earlier time or times as is approved by the employer.

- (iv) If an employee is not employed for a season in accordance with sub-clause (iii), his entitlement for all untaken sick leave so far accumulated shall be lost.

27. PARENTAL LEAVE

Maternity, Paternity and Adoption leave shall be granted in accordance with the provisions of the Industrial Relations Act 1996.

28. BEREAVEMENT LEAVE

On the occasion of the death in Australia of a weekly employee's father, mother, husband, wife (including de facto husband or wife), brother, sister, son, daughter, step-child or parent-in-law, and on production of evidence satisfactory to the employer, the employee will receive a maximum of two (2) days leave on full pay.

29. JURY SERVICE

When required to attend for jury service, the employee shall be granted leave of absence and shall be paid by the employer an amount equal to the difference between the amount received from the court for jury service and the ordinary time rate the employee would have been paid had the employee worked, on production of satisfactory evidence of attendance and monies received.

30. TERMINATION OF EMPLOYMENT

- (i) Employment is by the week and can be terminated by either party with one (1) week's notice or the payment or forfeiture of one (1) week's pay.
- (ii) No employee shall be terminated except for acts of wilful misconduct, pilfering, or neglect of duty, without counselling and provided warnings have been issued on two (2) previous occasions.
- (iii) Seniority of employment, ability to do the job, and any other reason determined by management and the union will be considered if work declines and there is a need for reductions in the workforce.

31. RE-EMPLOYMENT OF SEASONAL DRIVERS

Preference shall be given to the re-employment of seasonal drivers over new applicants provided the following conditions are met:



- (i) At the end of each season, drivers will sign a drivers' book to indicate their intention to work the following season.
- (ii) By Easter, drivers must have re-confirmed such an intention.
- (iii) Drivers must attend the pre-season information meeting.
- (iv) Drivers who have completed more than one cane season who are not being re-employed for the next season because of unsatisfactory performance shall be advised at the end of the season in writing. Such notification shall include details of the instances of unsatisfactory performance. Where the company believes a driver's performance is unsatisfactory, it will take all reasonable steps to inform the driver prior to the end of the season to allow the driver an opportunity to improve their performance.
- (v) In the case of drivers who have not completed more than one full cane season that are not to be re-employed for the next season shall be advised at the end of the season in writing.
- (vi) It is acknowledged that drivers have recourse to the disputes procedure contained in this Agreement to settle issues that may arise from the implementation of this clause.

32. OFF-SEASON EMPLOYMENT

- (i) An invitation to apply for off-season work will be issued to all drivers before the end of each cane season. It will list all areas of Mills Transport's operations where opportunities exist for off-season work. Selection will be by management taking into consideration the following factors:
 - Performance
 - Ability to work in a team
 - Other relevant skills and qualifications, e.g. trade
 - Seniority
- (ii) Drivers will be advised of the success/non-success of their application as soon as possible so that they may apply for work elsewhere. Due to the nature and availability of off-season work, Mills Transport is unable to guarantee work in these positions for the entire off-season.

33. CONSIDERATION FOR YEAR-ROUND WORK

- (i) Where an opportunity for year round work arises, cane drivers will be invited to apply and given first consideration by management for the position. Selection will be by management taking into consideration the following factors:
 - Performance



- Ability to work in a team
- Other relevant skills and qualifications, e.g. trade
- Seniority

34. DISPUTES PROCEDURE

Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:

- (i) In the event of an industrial dispute, the representative of the union of the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
- (ii) In the event of failure to resolve the dispute at job level the matter shall be the subject of discussions between an organiser of the union and the Transport Manager.
- (iii) Should the dispute still remain unsolved the Secretary of the Union or his representative will confer with senior management.
- (iv) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (v) All work shall continue normally while these negotiations are taking place.

35. INDIVIDUAL GRIEVANCE PROCEDURE

It is the intention of this clause to implement procedures to resolve individual employee grievances promptly by conciliation and consensus between both the employer and the employee without work restrictions, bans or stoppages occurring.

The following procedures are to be adopted in the resolution of individual employee grievances:

- (i) An employee having a grievance is to notify (in writing or otherwise) his immediate supervisor and the supervisor shall attempt to resolve the grievance in the first place within twenty-four (24) hours.
- (ii) In the event the grievance cannot be resolved at this level the supervisor shall refer the grievance to more senior management for resolution within a further twenty-four (24) hours.
- (iii) Senior management on becoming aware of the grievance shall meet with the employee and genuinely attempt to resolve the grievance within a further twenty-four (24) hours.



- (iv) At the conclusion of these discussions the employer shall provide the employee with a response to the grievance, provided the grievance has not been resolved, including reasons for not implementing any proposed remedy.
- (v) Should the grievance remain unresolved the employee and senior management may agree to the involvement of an agreed third party or parties to hear and attempt to resolve the grievance.
- (vi) Whilst the above procedures are being followed normal work shall continue at the direction of the employer.

36. SUPERANNUATION

"The company agrees to make contributions with respect to its transport workers to the TWU Superannuation Fund or such other fund as nominated by the individual employee as required under the Commonwealth Superannuation Guarantee Charge Act 1992, the Superannuation Guarantee Levy and the Transport Industry Superannuation (State) Award."

37. TECHNOLOGICAL CHANGE

It is agreed that all drivers shall co-operate with the introduction of:

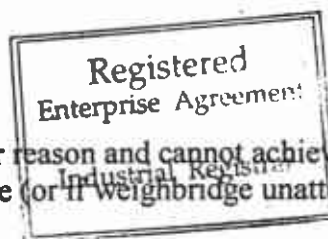
- GPS Scheduling
- Automatic Weighing
- Automation of Trip Selection
- Other Technological Changes
- Management shall involve yard delegates in discussions regarding the introduction of technological change. All yard delegates involved in these discussions shall co-operate with the introduction of such change.

38. BIN PLACEMENT

- (i) If bins have been placed incorrectly on the pad the driver who discovers the problem is to report it to matter to the shift supervisor who will request time be made available to correct the pad layout.
- (ii) The delinquent bin numbers and the offending drivers are to be identified. The names of the offending drivers are to be recorded in a journal. Repeat offenders will be assessed as to the driver's ability to carry out the job in a satisfactory manner.

39. DELAYS EN ROUTE

Drivers who are delayed en-route for whatever reason and cannot achieve the scheduled E.T.A. are to advise the weighbridge (or if weighbridge unattended - the



40. ANTI-DISCRIMINATION

- (1) It is the intention of the parties to this agreement 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 and age.

Paragraph 2 only applies where the agreement contains a dispute resolution procedure:

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) 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.
- (4) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the 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."



APPENDIX - 1

A: RATES OF PAY

Grade	COLUMN 1 Base Rate \$	+ 3%	COLUMN 2 Base Rate + % Increases			COLUMN 3 Rate of Pay (inc. Shift Allowances)			COLUMN 4 Hourly Rate of Pay			COLUMN 5 Weekend Rate per Hour		
			+3% 1/6/02	+3% 1/6/03	Date of Approv.	1/6/02	1/6/03	At App.	1/6/02	1/6/03	At App.	1/6/02	1/6/03	
1	491.37	506.11	521.29	536.93	586.25	603.83	621.95	15.43	15.89	16.37	26.08	26.86	27.67	
2	508.53	523.79	539.50	555.68	606.72	624.92	643.67	15.97	16.45	16.94	26.99	27.80	28.64	
3	520.41	536.02	552.10	568.67	620.89	639.52	658.70	16.34	16.83	17.33	27.62	28.45	29.31	
4	530.75	546.67	563.07	579.96	633.23	652.23	671.79	16.66	17.16	17.68	28.17	29.02	29.89	
5	557.48	574.20	591.43	609.17	665.12	685.07	705.63	17.50	18.03	18.57	29.59	30.48	31.39	
6	564.19	581.12	598.55	616.51	673.13	693.32	714.12	17.71	18.25	18.79	29.95	30.85	31.77	
7	584.54	602.08	620.14	638.74	697.40	718.33	739.88	18.35	18.90	19.47	31.03	31.96	32.92	
8	626.01	644.79	664.13	684.06	746.88	769.29	792.37	19.65	20.24	20.85	33.23	34.23	35.25	

B: ALLOWANCES

Allowance	Rate per Week
Shift Supervisor	\$35.00

