

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/229

TITLE: CSR Limited - Horsley Park Production Workers Enterprise Agreement 2003

I.R.C. NO: IRC3/4145

DATE APPROVED/COMMENCEMENT: Approved 13 August 2003/Commenced 1 May 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/232

GAZETTAL REFERENCE: 5 December 2003

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to production employees employed by CSR Limited at the Horsley Park site, namely Old Wallgrove Rd, Horsley Park, NSW, 2164 who fall within the coverage of the Brick and Paver Industry (State) Award.

PARTIES: CSR Limited -&- The Federated Brick, Tile and Pottery Industrial Union of Australia,
New South Wales Branch

1. Title

This agreement shall be known as the "CSR Limited - Horsley Park Production Workers Enterprise Agreement 2003"

2. Arrangement

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3. Object of Parties

It is objective of the parties to this Agreement to implement workplace practices so as to provide for working arrangements which improve the productivity of the Horsley Park plant, enhance job satisfaction and assist positively towards ensuring that CSR Limited becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- (a) the development and maintenance of the most productive and harmonious working relationship obtainable;
- (b) non competing work teams with a commitment to Quality, Measurement (such as KPI's), Flexible Learning and Continuous Improvement;
- (c) commitment to improvement of the business, product quality and embrace a self-monitoring workforce through training and appropriate measurement.

4. Parties Bound

This agreement shall be binding upon CSR Ltd in respect of its Horsley Park site the Federated Brick, Tile and Pottery Union of Australia NSW Branch in respect of production employees employed at Horsley Park site.

5. Date and Period of Operation

This agreement shall take effect from 1 May 2003 and will remain in force for a period of three years.

6. Relationship to Parent Award

The terms of the Brick and Paver Industry (State) Award shall continue to apply to the parties other than to the extent of any inconsistency with the terms of this Agreement. In the event of any inconsistency, the terms of this agreement shall prevail

7. Wages

The weekly rates of pay for ordinary hours worked shall be as set out in Schedule 3. Under the terms of this agreement wage rates and bonus payments will be increased as follows:

4% from 1 May 2003

4% from 1 May 2004

4% from 1 May 2005

The Employees shall not be entitled to and the Union and Employees agree not to seek any further claim for increased wages or conditions during the life of this agreement, except for any variations made to the Brick and Paver Industry State Award that occur due to a decision of the Industrial Relations Commission in matter 1496/00.

8. Redundancy

Redundancy provisions will be in accordance with Schedule 1.

9. Operational Flexibility

Overtime will be offered to those who normally work in a particular area before it is offered to a trained person from another area. This arrangement in no way restricts the company from using appropriately trained employees in any part of the plant.

The company and employees agree that it is in both interests to maintain the greatest flexibility with regards to the operation to ensure smooth and continuous supply of product to the customer. This is without limitation to the tasks but with due consideration to safety and the skill levels that employees have obtained.

Burners agree to keep designated areas clean and fix or replace clamps on kiln roof. Employees making Lintels agree to save unused cement for the manufacture of cement.

10. No Demarcation

The basic principle of the agreement is to ensure a flexible and productive enterprise focused on continual improvement. For this reason, and providing for the health and safety of all employees at the Horsley Park plant, employees will in no way observe, impose or enforce any demarcation between themselves and any other personnel on site.

11. Occupational Health and Safety

It is recognised that Occupational Health and Safety is paramount to good business practice at Horsley Park and that management and all employees work to achieve all corporate and statutory standards of health and safety.

It is agreed by the parties that the Horsley Park site will be a non smoking area.

12. Safety Clothing and Equipment

The company shall provide all appropriate protective clothing and safety equipment. It is the responsibility of every individual to ensure that they are correctly attired with safety equipment as required by the situation. Clothing will only be issued to those who wear their existing issue.

13. Loading of Product

It is agreed that self loading trucks can take place by truck drivers approved to do so by the company (CSR). Any such driver will be required to hold the appropriate licenses and conform to all safety policies of the company. The primary function of this clause is to increase our market share both local and interstate by providing superior customer service at no extra cost to the company (CSR) and in no way designed to erode the existing working conditions of our employees.

14. Shift Roster

All shift arrangements and structures will be reviewed with the aim of improving operational efficiency or product quality on an ongoing basis through the Business Improvement Team with the view to identify and implement new structures that are equitable to both the company and employees.

All employees have a commitment to maintain the drying chambers at the required level to ensure that the weeks normal production requirements are met.

15. Training

The company is committed to providing employees with every opportunity to further their skills and personal development. The company will encourage and support employees to further their training and education. Support will be provided as long as the course has relevance to the employees work.

16. Overtime

Production Employees - It is the company's intention to run the shift crewing at minimum numbers so as to remain competitive due to the nature of the Horsley Park operations there is a need to have the flexibility of calling on employees to work overtime at short notice.

By mutual agreement between the company and an employee, the employee may substitute an 8 hour break for a 10 hour break, should operational requirements necessitate that overtime is required to be worked at short notice.

17. Commitment to Improvement, Product Quality and Measurement

This will be known as Horsley Park Business Improvement Team.

The company has a commitment to improvement of business and the product quality incorporating the formation of self-monitoring teams, training, multi-skilling and empowerment of our workforce. Like wise a commitment is given by the employees to embrace these concepts to develop and maintain appropriate measures in partnership with the company.

The parties are committed to jointly developing and reaching agreement through the Business Improvement Team on set of KPIs for the site.

Once agreed, the parties will analyse, monitor and review the KPIs with a view to the company, the unions and all employees coming to a real appreciation of the appropriateness and value of the KPIs.

The information gained from this process will be used as a basis for the attachment of rewards to KPIs in the next Agreement.

18. Grievance Procedure

The procedure for the resolution of any industrial disputation will be in accordance with section 185 of the *Industrial Relations Act 1991*. These procedural steps are:

1. The employee is required to notify (in writing or otherwise) CSR as to the substance of the grievance, request a meeting with CSR as to substance of the grievance, request a meeting with CSR for bilateral discussions and state the remedy sought.
2. A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
3. Reasonable time limits must be allowed for a discussion at each level.
4. At the conclusion of his discussion, CSR must provide a reasonable response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
5. While a procedure is being followed, normal work must continue.
6. The employee may be represented by an industrial organisation of employees.
7. If the grievance is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

Procedure for a dispute between CSR and Employees:

1. A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
2. Reasonable time levels must be allowed for discussion at each level of authority.
3. While a procedure is being followed, normal work to continue.
4. CSR may be represented by an industrial organisation of employers and the employees and the employees may be represented by an industrial organisation of employees for the purpose of such a procedure.
5. If the dispute is not resolved by negotiation the matter may be referred to the Industrial Relations Commission of New South Wales for resolution.

19. Bargaining Framework

The next Agreement between the parties will be concluded in accordance with the framework set out at Schedule 2.

20. Declaration

The parties declare that this agreement:-

- (i) is not contrary to public interest

- (ii) is not unfair, harsh or unconscionable
- (iii) was, at no stage, entered into under duress
- (iv) reflects the interests and desires of the parties.

21. Shift Allowances

Shift Allowance for employees working rotating day/night shift system will be as follows:

- 10% per shift from 1 May 2003
- 12.5% per shift from 1 May 2004

- 15% per shift from 1 May 2005

The percentage will be paid on the ordinary time rate of pay (excluding bonus).

22. Anti-Discrimination

It is the intention of the parties bound by this agreement to respect and value the diversity of the workforce and to achieve the object in Section 3(f) of the *Industrial Relations Act, 1996* (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

It is recognised that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of discrimination or harassment.

Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

- (a) any conduct or act which is specifically exempt from anti-discrimination legislation
- (b) offering or providing junior rates to persons under 21 years of age
- (c) any act or practice of a body established to propagate religion which is exempt under Section 56(d) of the *Anti-Discrimination Act 1977* (NSW)
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction

Executed by the parties as an Agreement

Signed for and on behalf of
CSR Limited

Signature

Name

Date _____

Signed for and on behalf of the

Federated Brick, Tile And Pottery
Industrial Union Of Australia,
New South Wales Branch

Signature

Name

Date

SCHEDULE ONE

Redundancy Provisions

1. Five weeks notice of redundancy, or payment in lieu if notice is not given.
2. Payments as follows:

Entitlement In Weeks

Under 45 Years of Age

Over 45 Years of Age

	Under 45 Years of Age	Over 45 Years of Age
Less than 1 year	Nil	nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20
7 years and less than 8 years		20
8 years and over		2.5 weeks for each year of service following completion of year 1

Note: Payment of 2.5 weeks for employees under 45 after 7years and over 45 after 8 years are made in place of, and not in addition to, the 16 and 20 weeks which appear above.

Sick Leave. Untaken sick leave in excess of 125 hours to a maximum of 250 hours will be paid to an employee who is made redundant. This provision to be reviewed during negotiations for the next agreement.

Assistance

- (a) Assistance in preparation of resume and arranging contact with employment agencies (CES and others).
- (b) Counselling for interview techniques.
- (c) Contact other employer groups.
- (d) Paid time off to attend interview.
- (e) Certificates of service, and acting as a referee for prospective employers.

SCHEDULE TWO

CSR Limited - BTPU -

Timetable

The members of the Enterprise Agreement Negotiating Committee (the "Committee") will meet, confer and negotiate with the aim of concluding agreement within a three month time frame prior to the expiry of this agreement.

- (a) meetings of the Committee will take place on a fortnightly basis;
- (b) the meetings will be of one and half hours' duration commencing at 12.30 pm and concluding at 2.00 pm on each of the relevant dates;
- (c) the duration of the above meetings may be extended and additional meetings held only with the mutual consent of the parties;
- (d) The company will record the main points of discussion at each of the meetings and provide copies of these notes to each member of the Committee prior to the next meeting

Agenda for Negotiations

- (a) The parties will table written agendas for their negotiations at the first scheduled Committee meeting.
- (b) All members of the Committee will make genuine attempt to negotiate all items on the tabled agendas and will ensure that they have sufficient authority from the company and the unions respectively to carry out meaningful bargaining in relation to all agenda items.
- (c) No party will add to the agenda items tabled at the first meeting other than in special circumstances and on reasonable grounds.
- (d) The first meeting of the Committee should include discussions on disputes avoidance, consultation provisions and a review of the tabled agendas. The parties will place common agenda items on a single agenda.

Draft Agreement

- (a) The company will prepare a draft agreement and issue same to members of the Committee as a working document.
- (b) The draft agreement will be in standard Commission format and will included suggested versions of the necessary clauses including period of operation, parties bound disputes avoidance and consultation.

Progress Reports

Progress reports made to meetings of the entire Horsley Park workforce will be made by members of the Committee (including management representatives) during the course of the negotiating period. This will generally involve one meeting per fortnight dependent upon developments in negotiations. The meetings will normally be held in the lunchroom and will be of half hours' duration. The company will meet payment in relation to these meetings.

Information

The parties will share information relevant to items on the negotiating agenda with the aim of enabling both parties to understand the rationale for any position being put forward during the course of Committee meetings and assisting negotiations to take place on an informed basis.

Single Voice

Whenever practicable, the parties will during the course of the Committee meetings present a single position on the part of the company on the one hand and of the union on the other in respect of any agenda item for negotiation. To this end, officers of the company and union representatives on the Committee will attempt to come to the meetings with agreed company and union positions respectively concerning relevant agenda items for discussion.

Conduct During Negotiation

All persons participating in negotiations will refrain from any abusive language or other abusive behavior during the course of the negotiations and will generally treat all participants in the meetings with mutual respect.

As soon as agreement is reached between the parties, the company and all unions will use their best endeavours to ensure that the relevant agreement is signed by all parties, and brought before the Commission for approval with all necessary supporting documentation, as soon as possible.

Compliance

The parties acknowledge that as part of good faith bargaining they shall use reasonable endeavours to ensure that they :

- (a) comply with the terms of this bargaining framework throughout the bargaining time frame;
- (b) bring any impasse in negotiations which cannot be reasonably resolved within the Committee before the Commission immediately with a view to seeking the Commission's assistance in resolving the matter via conciliation, but only after following all steps in the grievance procedure.

SCHEDULE THREE

Rates Of Pay

Following are the rates of pay which will apply for the duration of the agreement -

	Award Rate	Current Rate	Rate From 1/5/03	Rate From 1/5/04	Rate From 1/5/05
DIVISION B	482.50	574.90	597.89	621.81	646.68
DIVISION C	495.50	603.50	627.64	652.74	678.84
DIVISION D	510.50	625.20	650.20	676.20	703.26
DIVISION E	535.40	675.52	702.54	730.64	759.86
BURNERS	495.50	603.65	627.80	652.91	679.02

These wage rates include over-award payments and the increases have been paid on those over-award payments.

SCHEDULE FOUR

Production Bonuses

Finger Car Operator Bonus 1st May 2003

Bricks / shift	\$/man/shift Apr 2002	\$/man/shift Apr 2003	\$/man/shift Apr 2004	\$/man/shift Apr 2005
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< 80,000	0	0	0	0
81,000 - 95,000	5.00	5.00	5.00	6.00
96,000 - 103,000	6.00	6.00	6.00	7.00
104,000 - 111,000	7.00	7.00	8.00	8.00
112,000 - 119,000	8.00	8.00	9.00	9.00
120,000 - 127,000	9.00	9.00	10.00	10.00
128,000 - 135,000	10.00	10.00	11.00	11.00
136,000 - 143,000	15.00	16.00	16.00	17.00
144,000 - 151,000	20.00	21.00	22.00	22.00
152,000 - 159,000	25.00	26.00	27.00	28.00
160,000 - 171,000	30.00	31.00	32.00	34.00
>172,000	35.00	36.00	38.00	39.00

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Front End Loader Bonus 1st May 2003

Bricks / shift	Rows / shift	\$/man/shift Apr 2002	\$/man/shift Apr 2003	\$/man/shift Apr 2004	\$/man/shift Apr 2005
< 25,000	<158	0	0	0	0
25,000	158	1.00	1.00	1.00	1.00
26,000	164	2.00	2.00	2.00	2.00
27,000	170	3.00	3.00	3.00	3.00
28,000	176	4.00	4.00	4.00	4.00
29,000	182	5.00	5.00	5.00	6.00
30,000	188	6.00	6.00	6.00	7.00
31,000	194	7.00	7.00	8.00	8.00
32,000	200	8.00	8.00	9.00	9.00
33,000	208	9.00	9.00	10.00	10.00
34,000	214	10.00	10.00	11.00	11.00
35,000	220	11.00	11.00	12.00	12.00
36,000	226	12.00	12.00	13.00	13.00
37,000	232	13.00	14.00	14.00	15.00
38,000	238	14.00	15.00	15.00	16.00
39,000	244	15.00	16.00	16.00	17.00
40,000	250	16.00	17.00	17.00	18.00
41,000	258	17.00	18.00	18.00	19.00
42,000	264	18.00	19.00	19.00	20.00
43,000	270	19.00	20.00	21.00	21.00
44,000	276	20.00	21.00	22.00	22.00
45,000	282	21.00	22.00	23.00	24.00
46,000	288	22.00	23.00	24.00	25.00
47,000	294	23.00	24.00	25.00	26.00
48,000	300	24.00	25.00	26.00	27.00
49,000	308	25.00	26.00	27.00	28.00
50,000	314	26.00	27.00	28.00	29.00

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Greenmake Bonus 1st May 2003

Bricks / shift	Rows / shift	\$/man/shift Apr	\$/man/shift Apr	\$/man/shift Apr	\$/man/shift
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		2002	2003	2004	Apr 2005
< 24,000	156	0	0	0	0
25,000	158	5.00	5.00	5.00	6.00
26,000	164	6.00	6.00	6.00	7.00
27,000	170	7.00	7.00	8.00	8.00
28,000	176	8.00	8.00	9.00	9.00
29,000	182	9.00	9.00	10.00	10.00
30,000	188	10.00	10.00	11.00	11.00
31,000	194	13.00	14.00	14.00	15.00
32,000	200	14.00	15.00	15.00	16.00
33,000	208	15.00	16.00	16.00	17.00
34,000	214	16.00	17.00	17.00	18.00
35,000	220	17.00	18.00	18.00	19.00
36,000	226	25.00	26.00	27.00	28.00
37,000	232	30.00	31.00	32.00	34.00
38,000	238	35.00	36.00	38.00	39.00
39,000	244	40.00	42.00	43.00	45.00
40,000	250	45.00	47.00	49.00	51.00
41,000	258	50.00	52.00	54.00	56.00
42,000	264	55.00	57.00	59.00	62.00
43,000	270	60.00	62.00	65.00	67.00
44,000	276	65.00	68.00	70.00	73.00
45,000	282	70.00	73.00	76.00	79.00
46,000	288	75.00	78.00	81.00	84.00
47,000	294	80.00	83.00	87.00	90.00
48,000	300	85.00	88.00	92.00	96.00
49,000	308	90.00	94.00	97.00	101.00
50,000	314	95.00	99.00	103.00	107.00

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Kiln Operator Bonus 1st May 2003

Kiln Move Rates	\$/man/week Apr 2002	\$/man/week Apr 2003	\$/man/week Apr 2004	\$/man/week Apr 2005
2 kilns @ < 8 hour moves	35.00	36.00	38.00	39.00
2 kilns @ 8 hour moves	35.00	36.00	38.00	39.00
1 kiln @ 8 & 1 kiln @ 7 hour moves	35.00	36.00	38.00	39.00
2 kilns @ 7 hour moves	35.00	36.00	38.00	39.00
1 kiln @ 7 & 1 kiln @ 6 hour moves	53.00	55.00	57.00	60.00
2 kilns @ 6 hour moves	70.00	73.00	76.00	79.00
2 kilns @ > 6 hour moves	70.00	73.00	76.00	79.00

Bonus is paid pro rata on the number of shifts worked

Prestressed Lintel Bonus 1st May 2003

The bonus is calculated on the metres of pre-stressed lintels that are stripped each day. This payment is based on the knowledge that lintel beds need to be laid and poured prior to the lintels being available to strip.

\$/metre stripped Apr 2002	\$/metre stripped Apr 2003	\$/metre stripped Apr 2004	\$/metre stripped Apr 2005
0.35	0.36	0.38	0.39

Note: The rate per metre remains constant no matter how many metres are produced. The total dollar figure needs to be divided by the number of people working in the area.

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Setting Machine Bonus 1st May 2003

Approx. Bricks / shift	Packs / shift	\$/man/shift Apr 2002	\$/man/shift Apr 2003	\$/man/shift Apr 2004	\$/man/shift Apr 2005
< 42,000	< 100	0	0	0	0
42,000	100	2.00	2.00	2.00	2.00
43,680	104	4.00	4.00	4.00	4.00
45,360	108	6.00	6.00	6.00	7.00
47,040	112	8.00	8.00	9.00	9.00
48,720	116	10.00	10.00	11.00	11.00
50,400	120	12.00	12.00	13.00	13.00
52,080	124	25.00	26.00	27.00	28.00
53,760	128	35.00	36.00	38.00	39.00
55,440	132	40.00	42.00	43.00	45.00
57,120	136	45.00	47.00	49.00	51.00
58,800	140	50.00	52.00	54.00	56.00
60,480	144	55.00	57.00	59.00	62.00
62,160	148	60.00	62.00	65.00	67.00
63,840	152	65.00	68.00	70.00	73.00
65,520	156	70.00	73.00	76.00	79.00
67,200	160	75.00	78.00	81.00	84.00
68,880	164	80.00	83.00	87.00	90.00
70,560	168	85.00	88.00	92.00	96.00
72,240	172	90.00	94.00	97.00	101.00
73,920	176	90.00	94.00	97.00	101.00
75,600	180	90.00	94.00	97.00	101.00
77,280	184	90.00	94.00	97.00	101.00
78,960	188	90.00	94.00	97.00	101.00
80,640	192	90.00	94.00	97.00	101.00
82,320	196	90.00	94.00	97.00	101.00
> 82,320	> 196	90.00	94.00	97.00	101.00

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Setting To Kiln Bonus 1st May 2003

Approx. Bricks / shift	Packs / shift	\$/man/shift Apr 2002	\$/man/shift Apr 2003	\$/man/shift Apr 2004	\$/man/shift Apr 2005
< 50,400	< 120	0	0	0	0
50,400	120	2.00	2.00	2.00	2.00
52,080	124	4.00	4.00	4.00	4.00
53,760	128	6.00	6.00	6.00	7.00
55,440	132	8.00	8.00	9.00	9.00
57,120	136	10.00	10.00	11.00	11.00
58,800	140	12.00	12.00	13.00	13.00

60,480	144	14.00	15.00	15.00	16.00
62,160	148	16.00	17.00	17.00	18.00
63,840	152	18.00	19.00	19.00	20.00
65,520	156	20.00	21.00	22.00	22.00
67,200	160	22.00	23.00	24.00	25.00
68,880	164	24.00	25.00	26.00	27.00
70,560	168	26.00	27.00	28.00	29.00
72,240	172	28.00	29.00	30.00	31.00
73,920	176	28.00	29.00	30.00	31.00
75,600	180	28.00	29.00	30.00	31.00
77,280	184	28.00	29.00	30.00	31.00
78,960	188	28.00	29.00	30.00	31.00
80,640	192	28.00	29.00	30.00	31.00
82,320	196	28.00	29.00	30.00	31.00
> 82,320	> 196	28.00	29.00	30.00	31.00

Please Note: the Plate Puller receives the same bonus as the Setting To Kiln Forklift Operator. When the Plate Puller is maintaining plates for both Setting and Dragging Forklifts, he receives the Setting To Kiln bonus and 80% of the Sorting Line bonus on alternative pay weeks.

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays.

Sort Line Bonus 1st May 2003

Bricks / man / shift	\$/man/shift Apr 2002	\$/man/shift Apr 2003	\$/man/shift Apr 2004	\$/man/shift Apr 2005
< 8,900	0	0	0	0
8,900	25.00	26.00	27.00	28.00
9,300	30.00	31.00	32.00	33.00
9,800	35.00	36.00	37.00	38.00
10,100	40.00	42.00	44.00	46.00
10,500	45.00	47.00	49.00	51.00
11,000	50.00	52.00	54.00	56.00
11,400	55.00	57.00	59.00	61.00
11,700	60.00	62.00	64.00	67.00
12,200	65.00	68.00	71.00	74.00
12,600	70.00	73.00	76.00	79.00
13,000	75.00	78.00	81.00	84.00
13,400	80.00	83.00	86.00	89.00
>13,400	80.00	83.00	86.00	89.00

Bonus is paid on Normal Time only & not on Overtime, Saturday, Sunday or Public Holidays