



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

CSBP Limited
(AG2023/413)

CSBP LIMITED ENTERPRISE AGREEMENT 2022

Manufacturing and associated industries

DEPUTY PRESIDENT BOYCE

SYDNEY, 8 MARCH 2023

Application for approval of the CSBP Limited Enterprise Agreement 2022

[1] An application has been made for approval of an enterprise agreement to be known as the *CSBP Limited Enterprise Agreement 2022 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by CSBP Limited (**Employer**). The Agreement is a single enterprise agreement.

Coverage of employee organisations

[2] The following employee organisations (all of which were bargaining representatives for the Agreement), have given notice under s.183 of the Act that they want to be covered by the Agreement:

United Workers' Union;

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; and

“Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers' Union.

[3] In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

Conclusion

[4] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 March 2023. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Enterprise Agreement 2022

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1. TITLE

- 1.1. This Agreement shall be known as the CSBP Limited Enterprise Agreement 2022 ("Agreement").

2. PARTIES BOUND AND SCOPE

- 2.1. This Agreement shall apply to:

- a) CSBP Limited ("the Employer") in respect of its chemical and fertiliser operations in the State of Western Australia.

ACN: 008 668 371
Address: PO Box 345, Kwinana
Western Australia, 6966

- b) All employees who are employed by the Employer in any of the classifications set out in Schedule 1 ("the employee").

- 2.2. This Agreement operates to the exclusion of all other awards or agreements or other industrial instruments (state or federal) and to the full extent provided by the *Fair Work Act 2009* (Cth) ("FW Act"), except as specifically provided in sub-clause 2.2(c) below, any other state law that would apply but for this Agreement.

- a) This Agreement expressly excludes and wholly displaces the operation of the;

- i. Manufacturing and Associated Industries and Occupations Award 2020; and
ii. All other modern awards and transitional instruments.

- b) It is the intention of the parties to this Agreement that it be read and construed consistently with sub-clause 2.2 above.

- c) Except as expressly provided for in this Agreement, the provisions of the *Long Service Leave Act 1958* (WA), *Work Health and Safety Act 2020* (WA) and the *Workers' Compensation and Injury Management Act 1981* (WA) ("the Acts") as amended from time to time, shall have full effect and nothing in this Agreement shall operate to affect, vary or exclude the operation of the Acts insofar as they apply to the work covered by this Agreement.

- d) This Agreement covers the field in relation to employees' salaries and entitlements and there shall be no further claims by the parties to this Agreement for the term of this Agreement and no industrial action taken for the term of this Agreement.

- e) The parties to this Agreement further agree that this Agreement covers all matters and claims regarding the employment of employees that could otherwise be the subject of protected action pursuant to the FW Act.

- f) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

3. DURATION OF AGREEMENT

- 3.1. This Agreement will operate from seven (7) days after the date of approval by the Fair Work Commission.
- 3.2. The nominal expiry date of this Agreement will be 30 June 2025.
- 3.3. The Agreement will continue to operate beyond the nominal expiry date until it is superseded by a replacement Agreement, or terminated in accordance with the FW Act.
- 3.4. Variations to this Agreement may only occur if there is agreement between the parties.
- 3.5. Negotiations of a new Agreement will commence no later than three (3) months prior to the nominal expiry date.

4. AIMS AND OBJECTIVES

- 4.1. The primary objectives of this Agreement are:
 - a) To ensure that the value of the product and service package offered to the Employer's customers is continuously improved so that customers prefer to do business with the Employer.
 - b) To ensure that the potential of the employees to add value to the customer is maximised by improved productivity, greater organisational efficiency, increased flexibility and better utilisation of employee skills and work time, thus providing more satisfying, secure and better paid employment with opportunity for career development.
 - c) To ensure that the Employer has a sound base for seeking expanded capital investment, and hence employment opportunities, from its shareholders.
 - d) To ensure that the Employer is held in high respect within the broader community.
- 4.2. The parties undertake to work co-operatively to avoid conflict. The guiding principle of conflict resolution is that it will be resolved in an orderly and constructive manner at the source of the conflict as per the Dispute Resolution Procedure (section 20).
- 4.3. In order to maintain trust between the parties and develop effective communication an Agreement Committee will continue to monitor the implementation and on-going application of this Agreement.

5. DEFINITIONS

5.1. For the purpose of this Agreement the following definitions will apply:

a) Additional Hours

Means hours in excess of 1976 hours per Year in accordance with sub-clause 10.3, but excludes Extra Hours and Unexpected Hours.

b) Afternoon Shift

Means any shift where the majority of the hours are worked between 12:00 and midnight as part of a shift roster, and the roster finishes after 18:00.

c) Agreed Hours

Means all Ordinary Hours and Additional Hours.

d) Agreement Committee

The Agreement Committee shall consist of at least three (3) representatives nominated by the Employer, three (3) representative employees (or union officials) elected by the employees covered by this Agreement.

e) Annual Base Salary

Means the salary applicable for 1976 hours, not including any allowances prescribed in this Agreement.

f) Business Day

Means any day that is not a Saturday, a Sunday or Public Holiday.

g) Call Out

Means where a Maintenance Employee is recalled by the Employer to return and attend the workplace to perform time sensitive work during the employee's rostered time off. Does not include rostered hours of work (including hours that have been modified in accordance with clause 10.16) or hours that are continuous (subject to any meal break) with the commencement or completion of rostered hours of work.

h) Casual Employee

Means any employee who is engaged for the performance of work as offered by the Company from time to time, with no firm advance commitment to indefinite and ongoing work according to an agreed pattern of hours. Work may not be available each week or work cycle.

i) Competency

Means the achievement and maintenance of a level of skill and knowledge necessary to complete work safely, efficiently and effectively.

j) Continuous Shift Worker

Means any employee who is rostered to work as part of a rotating roster covering twenty-four hours per day on seven (7) days of the week. Does not include employees working day shifts only.

k) Covered Unions

Means:

- i. United Workers Union
- ii. The Australian Manufacturing Workers' Union ("AMWU")
- iii. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia ("CEPU")

l) CPI

Means Consumer Price Index.

m) Day Worker

Means any employee who works the majority of their hours between 06:00 and 18:00 on any day of the week.

n) Designated Continuous Shift Worker

Means any employee who is a permanent continuous shift worker who is regularly rostered to work as part of a rotating roster covering twenty-four (24) hours per day on seven (7) days of the week. Does not include employees working day shifts only.

o) Designated Non-Continuous Shift Worker

Means any employee who is a permanent non-continuous shift worker, who may be rostered to work day shift and/or Afternoon Shift and/or Night Shift and/or weekends and/or Public Holidays as part of a rotating shift roster (cannot include twenty-four (24) hours per day and cannot cover more than six (6) days a week).

p) Despatch Operator

Means any employee who is classified as a Despatch Operator as per the classification structure (Schedule 1).

q) Employer

Means CSBP Limited or a person(s) authorised to act on behalf of CSBP Limited.

r) Extra Hours

Means hours worked by Process Technicians and Despatch Operators that, by agreement between the employee and the Employer, do not form part of an employee's Agreed Hours and are not Unexpected Hours.

s) Fixed Term Employee

Means any employee who is engaged for a specific period of time or job.

t) Full-time Employee

Means any employee who is engaged to work the minimum complement of Ordinary Hours per Year.

- u) FW Act
Means the *Fair Work Act 2009* (Cth) as amended from time to time.
- v) Immediate Family
A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

'Spouse' includes former spouse and former de facto partner.
- w) Job Share Employee
Means a Part-time Employee appointed on a fixed term or permanent basis to share the duties of a single position with another employee who is appointed on the same basis. The terms of this Agreement will apply pro-rata to Job Share Employees on the basis that Ordinary Hours for Full-time Employees are 1976 per annum.
- x) Maintenance Employee
Means any employee classified as an Engineering Tradesperson or a Maintenance Services Person as per the classification structure (Schedule 1).
- y) NES
Means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth).
- z) Night Shift
Means any shift where the majority of the hours are worked between 18:00 and 06:00 as part of a shift roster and the roster finishes after 02:00.
- aa) Non-Continuous Shift Worker
Means any employee who is rostered to work day shift and/or Afternoon Shift and/or Night Shift and/or weekends and/or Public Holidays as part of a rotating shift roster, but cannot include twenty-four (24) hours per day and cannot cover more than six (6) days a week.
- bb) Non-Continuous Seven Day Rotating Shift Worker
Means an employee who is rostered to work day shift, Afternoon Shift, weekends and/or Public Holidays as part of a seven (7) day rotating shift roster, but cannot include twenty-four (24) hours per day, for a period of not less than half a month.
- cc) Ordinary Hours
Means 1976 hours per Year.
- dd) Part-time Employee
Means any employee who is engaged to work less than the minimum complement of Ordinary Hours per Year.

ee) Permanent Employee

Means an employee who is engaged on a permanent basis and does not include a Seasonal Employee, Fixed Term Employee, or Casual Employee.

ff) Perth CPI Change

Has the meaning set out in sub-clause 11.3.

gg) Process Technician

Means any employee classified as a Process Technician as per the classification structure (Schedule 1).

hh) Recall to work

Means when an employee is recalled to work by the Employer before their next rostered shift or next rostered day.

ii) Reviewable Allowances

Means the allowances that are deemed as such in sub-clause 13.2.

jj) Seasonal Employee

Means any employee who is engaged to work on peak seasonal periods and shall be engaged for a minimum of four weeks.

kk) Shift Cover

Means where a Designated Continuous, Continuous, Non-Continuous, Designated Non-Continuous or Non-Continuous Seven Day Rotating Shift Worker, employed on a full-time, part-time or job share basis, is requested to and provides coverage as part of a shift roster for another Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Worker who is on leave in accordance with section 15 (Leave); as per the following:

- iv. Working within their rostered shift block - are requested to provide coverage on their upcoming rostered days off;
- v. During their rostered days off - are requested to provide coverage within the same block of rostered days off.

ll) Short-Notice Cover

Means an additional shift worked by a Designated Continuous Shift Worker or Continuous Shift Worker in accordance with the terms in sub-clause 10.10 (e). It excludes Call Outs (clause 10.9) and training in accordance with clause 10.11.

- mm) Standby
Means when an employee guarantees to return to work.
- nn) Superannuation Arrangement
Means a superannuation fund or RSA (Retirement Savings Account) (as defined in the Superannuation Guarantee Legislation) in respect of which contributions made by the Employer reduce the Employer's potential liability for the superannuation guarantee charge under the Superannuation Guarantee Legislation.
- oo) Superannuation Guarantee (SG)
Means the minimum amount the Employer must contribute to a Superannuation Arrangement on behalf of the Employee to avoid being liable for the superannuation guarantee charge under Superannuation Guarantee Legislation.
- pp) Superannuation Guarantee Legislation
Means the *Superannuation Guarantee Charge Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- qq) Supervisor
Means the Operations Supervisor, Reliability Supervisor, Despatch Supervisor, Supply Coordinator or Group Leader or as otherwise directed by the Business Unit Manager.
- rr) Trainee
Means an employee undertaking a Traineeship under a Training Contract and engaged as a Trainee.
- ss) Traineeship
Means a system of training which has been approved by the relevant State training authority, which meets the requirements of a training package developed by the relevant Skills Service Organisation and endorsed by the Australian Industry and Skills Committee, and which leads to an Australian Qualification Framework (AQF) certificate level qualification.
- tt) Training Contract
Means an agreement for a Traineeship made between the Employer and an employee which is registered with the relevant State training authority.
- uu) Unexpected Hours
Means the hours an employee is required to work when the employee exceeds their Agreed Hours, and excludes Extra Hours.
- vv) Year
Means from 1st July to 30th June, except where otherwise mutually agreed by the Employer and the teams affected.

6. CONTRACT OF EMPLOYMENT

6.1. Duties and Responsibilities

The employee shall perform such work as the Employer shall reasonably require, including all work which their classification deems them competent to perform, and work which they are required to perform for the purposes of training, subject to safety and legislative requirements.

6.2. Appointment Advice

- a) The Employer shall advise employees, in writing, at the time of appointment as to whether they are:
 - i. Full-time
 - ii. Part-time
 - iii. Casual
 - iv. Fixed Term
 - v. Seasonal
 - vi. Job Share
- b) The Employer shall comply with its obligations regarding offers and requests for Casual conversion in accordance with the FW Act.

6.3. Probationary Period

All new employees, except for Casual Employees, will be engaged on a probationary period of three (3) months effective from the employee's date of commencement.

6.4. Job Share Arrangements

- a) The hours worked by two Job Share Employees shall not normally exceed the hours that a Full-time Employee would be required or entitled to work in that job. Actual hours to be worked by each Job Share Employee shall be agreed between the Job Share Employee and the Employer.
- b) Job Share Employees are not eligible to receive Additional Hours, as per Clause 10.3 (n).
- c) If a Job Share Employee works greater than 1976 hours per annum, they will be entitled to Unexpected Hours as per Clauses 10.5 (d) and 10.5 (e).
- d) Job Share Employees are entitled to Extra Hours as per Clause 10.4 (b)
- e) The availability of a job share arrangement shall be at the discretion of the Employer. If the circumstances facilitating the creation of the job share arrangement change (for example if one Job Share Employee resigns or transfers, or otherwise on reasonable business grounds), then

the Job Share Employee(s) may be required to transfer to full-time or another position by the giving of one month's notice by the Employer.

6.5. Non-Attendance

An employee not attending shall, except as provided in section 15 (Leave), not be paid for such non-attendance, and the period of non-attendance will not be deducted from the employee's Agreed Hours.

6.6. Continuity of Service

- a) For the purposes of this Agreement, unless otherwise provided, an employee's continuity of service is not broken by:
 - i. Any absence from work where an employee is entitled to claim leave pursuant to this Agreement, or entitled to payments under workers' compensation legislation.
 - ii. Any absence which the Employer agrees does not break continuity of service.

7. CONSULTATION TERM

7.1. This term applies if:

- a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees of the enterprise; or
- b) the Employer proposes to introduce a change to the regular roster or Ordinary Hours of work of employees.

7.2. Major Change

For a major change referred to in sub-clause 7.1(a):

- a) the Employer must notify the relevant employees of the decision to introduce the major change; and
- b) Sub-clauses 7.3 to 7.10 apply.

7.3. The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.4. If:

- a) a relevant employee appoints, or employees appoint, a representative for the purposes of consultation; and
- b) the employee(s) advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 7.5. As soon as practicable after making its decision, the Employer must discuss with the relevant employees:
- a) the introduction of the change; and
 - b) the effect the change is likely to have on the employees; and
 - c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 7.6. For the purposes of the discussion – provide, in writing, to the relevant employees:
- a) all relevant information about the change including the nature of the change proposed; and
 - b) information about the expected effects of the change on the employees; and
 - c) any other matters likely to affect the employees.
- 7.7. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.8. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 7.9. If a term in this Enterprise Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in clauses 7.2(a), 7.3, 7.5 and 7.6 are taken not to apply.
- 7.10. In this term, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees of the enterprise; or
 - b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

7.11. Change to regular roster or Ordinary Hours of work

For a change referred to in sub-clause 7.1(b):

- a) The Employer must notify the relevant employees of the proposed change; and
- b) Sub-clauses 7.12 to 7.18 apply.

7.12. The relevant employees may appoint a representative for the purposes of the procedures in this term.

7.13. If:

- a) a relevant employee appoints, or employees appoint, a representative for the purposes of consultation; and
- b) the employee(s) advise the Employer of the identity of the representative; the Employer must recognise the representative.

7.14. As soon as practicable after proposing to introduce the change, the Employer must discuss with the relevant employees the introduction of the change; and

7.15. For the purposes of the discussion – provide to the relevant employees:

- a) all relevant information about the change including the nature of the change; and
- b) information about what the Employer reasonably believes will be the expected effects of the change on the employees; and
- c) information about any other matters that the Employer reasonably believes are likely to affect the employees.

7.16. The Employer must invite the relevant employees to give their views about the impact of the changes (including any impact in relation to their family or caring responsibilities).

7.17. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7.18. The Employer must give prompt and genuine consideration to matters raised about the changes by the relevant employees.

7.19. In this term, relevant employees means the employees who may be affected by a change referred to in sub-clause 7.1

8. INDIVIDUAL FLEXIBILITY CLAUSE

8.1. The Employer and the employee may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) The Agreement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. rates for Additional and Unexpected Hours;
 - iii. allowances; and
 - iv. leave entitlements.
 - b) any arrangement must meet the genuine needs of the Employer and employee in relation to one (1) or more of the matters mentioned in sub-clause 8.1 (a); and
 - c) the arrangement must genuinely be agreed to by the Employer and the employee.
- 8.2. The Employer must ensure that the terms of the individual flexibility arrangement:
- a) are about permitted matters under section 172 of the FW Act; and
 - b) are not unlawful terms under section 194 of the FW Act; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3. The Employer must ensure that the individual flexibility arrangement:
- a) is in writing; and
 - b) includes the name of the Employer and employee; and
 - c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 8.4. The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5. The Employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or

- b) if the Employer and employee agree in writing – at any time.

9. TERMINATION OF EMPLOYMENT

9.1. Notice Periods

- a) A Permanent Employee's employment shall be ongoing until terminated in accordance with the provisions of this clause.
- b) In order to terminate the employment of a Casual Employee, either party must provide one (1) hours' notice or payment of one (1) hours' pay in lieu of notice, or a combination of notice and pay in lieu of notice.
- c) In order to terminate the employment of a probationary employee, Seasonal Employee or Fixed Term Employee, either party must provide notice or payment in lieu of notice (or a combination of the two) as per the following table:

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year - 3 years	2 weeks
More than 3 years - 5 years	3 weeks
More than 5 years	4 weeks

- d) In order to terminate the employment of a Permanent Employee either party must provide one (1) months' notice payment or one (1) months' pay in lieu of notice, or a combination of notice and pay in lieu of notice.
- e) An employee who, at the time of being given notice by the Employer is over 45 years of age and who at the date of termination has completed two (2) years' continuous service with the Employer, shall be entitled to an additional one (1) weeks' notice.
- f) In the event of serious misconduct, an employee's employment may be terminated by the Employer without notice, whereby, the employee's salary shall only be paid for the period up to the time of dismissal, plus any accrued leave entitlements.
- g) Where the Employer has given notice of termination to an employee, an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Employer.

9.2. Payment of Outstanding Time Off in Lieu (**TOIL**) on Termination

- a) If there is a cessation of employment for any reason, any outstanding time off in lieu will be paid out to the employee as follows:

Category of TOIL Entitlement	Clause Reference for TOIL Entitlement	Rate of Payment for Outstanding TOIL per Hour Worked
Additional Hours Offered and Rejected	10.3(j)	Additional Hours – 1.5x (refer to 10.3(t))
Additional Hours Not Offered	10.3(k)	Unexpected Hours rate (refer to 10.5(e))
Additional Hours Offered and Accepted	10.3(l)	Unexpected Hours rate (refer to 10.5(e))
Job Share / Part-time	10.3(n)	Where the employee has worked 1976 hours or less in the Year: Annual Base Salary Rate Where the employee has worked more the 1976 hours in the Year: Unexpected Hours rate (refer to 10.5(e))
Apprentices	10.3(o)	Unexpected Hours rate (refer to 10.5(e))
Trainees	10.3(p)	Unexpected Hours rate (refer to 10.5(e))

9.3. Redundancy

For the purpose of this clause:

a) 'Redundancy' occurs where:

- i. An employee's job is no longer required to be performed by anyone; and
- ii. May be caused by (but not limited to) the following situations:
 - Changes in the operational requirements of the Employer's enterprise;
 - Technological change eliminating the need for some jobs to be done by anyone;
 - Changes to market demands creating a condition where fewer employees are required.

b) Aim

The Employer's aim is to assist employees who have been terminated as a consequence of their position being made redundant, to make the transition to other employment and to provide assistance to secure their short-term financial situation.

c) Eligibility

The Employer will make reasonable endeavours to ensure that any termination of employment as a consequence of their position being

made redundant will be either voluntary or by natural attrition provided that:

- i. In circumstances where termination of employment as a consequence of an employee's position being made redundant involves selecting certain employees from a group of employees the Employer will:
 - Establish its employee requirements having regard to competence, training, legal and occupational health and safety considerations; and
 - In consultation with the Agreement Committee determine which employees are to have their employment terminated as a consequence of their position being made redundant.
- ii. Having made the determination after consultation with the Agreement Committee as referred to in sub-clause 9.3(c)(i) the Employer will then discuss the position of all redundant employees with the employees concerned, and if agreement is reached, employees selected for termination of employment by the Employer may be substituted for by other employees.
- iii. Voluntary termination of employment as a consequence of an employee's position being made redundant does not mean that all employees who wish to be voluntarily terminated will be offered a severance payment by the Employer.
- iv. Only the employees who have had their employment terminated as a consequence of their position being made redundant are eligible to receive the benefits prescribed by this clause.
- v. This clause does not apply to employees whose employment is terminated for conduct that justifies instant dismissal.
- vi. This clause only applies to Permanent Employees, Full-time Employees, Part-time Employees and Job Share Employees.

d) Notice

- i. Employees who have had their employment terminated as a consequence of their position being made redundant will be advised in writing and provided with information concerning their entitlements.
- ii. Employees who have had their employment terminated as a consequence of their position being made redundant will be given three (3) months' pay in lieu of notice subject to sub-clause 9.3(e) below.

e) Work During Notice

Where an employee is engaged in a particular project/task, payment in lieu of notice will be made on satisfactory completion of that project/task.

f) Assistance During Notice Period

When, after receiving preliminary advice of their employment being terminated as a result of their position being made redundant, an employee is completing a project/task, the Employer will allow reasonable time off work to attend interviews for alternate employment.

g) Out Placement

Upon a request being made by an employee within one (1) month of advice of their employment being terminated as a result of their position being made redundant the Employer will:

- i. Make available the services of its Human Resources Division to enable employees to prepare applications for other employment;
- ii. Make reasonable enquiries of other employers as to the availability of employment;
- iii. Arrange and meet the reasonable costs of financial planning and retirement counselling, provided that the cost must be authorised by the Employer prior to its being incurred.

h) Payments

Subject to sub-clause 9.3(i), where an employee's employment has been terminated as a result of their position being made redundant they will receive the following payments:

- i. Annual Leave - accrued and pro-rata Agreement entitlements to be paid.
- ii. Long Service Leave – accrued and pro-rata Agreement entitlements subject to a minimum of five (5) years' service.
- iii. Superannuation - The Employer will expedite payment of entitlements under the terms of the relevant Trust Deed and according to employee instructions.
- iv. Severance Payment - where an employee's employment has been terminated as a result of their position being made redundant, they will receive the following severance payment:
 - Where an employee's employment has been terminated as a result of their position being made redundant, they shall receive ½ month per year of service up to and including five (5) years' service. ¾ month per year of service shall apply for each year of service greater than five (5) years.
 - A part year of service shall count as a completed year of service for the purpose of this clause.
 - For the avoidance of any doubt, an employee with exactly one year, two years' or three years' service, will receive redundancy pay in accordance with section 119(2) of the FW Act as their entitlement under this sub-clause.

i) Maximum Payment

No employee will receive a Severance Payment (excluding Agreement entitlements to annual and long service leave) which is greater than 24 months' pay.

10. HOURS OF WORK

10.1. The salary package is offered and accepted on the understanding that employees are required to attend to planned and unplanned demands that meet the operational and maintenance needs of the Employer.

10.2. Ordinary Hours

- a) The maximum number of Ordinary Hours an employee will be required to work per annum shall be 1976 hours.
- b) Commencing and finishing times will vary with customer requirements and workload.
- c) The Employer reserves the right to authorise or not authorise any request by an employee to increase their hours above Ordinary Hours.
- d) The Employer undertakes to provide sufficient resources to ensure that employees are generally not required to work hours which are in excess of their Agreed Hours. However, employees can agree to work Additional Hours as outlined in sub-clause 10.3 and Extra Hours as outlined in sub clause 10.4.

10.3. Additional Hours

- a) Where required by the Employer, employees may agree to work more than their Ordinary Hours known as 'Additional Hours'.
- b) Blocks of Additional Hours will be in increments of 50 hours.
- c) The first block of Additional Hours must be offered no later than 30 June.
- d) Additional Hours may be offered by the Employer from the commencement of the Hours Planning Process (as per sub-clause 10.6) until 31 December of the same calendar year.
- e) An employee commencing employment part way through a Year may be offered Additional Hours based on the needs of the team at that time.
- f) Consistent with team needs, by agreement with the Employer, and to meet changed personal circumstances, individuals may change the number of Additional Hours they had previously agreed to.
- g) The Employer may require an employee to work Saturdays, Sundays or Public Holidays whether or not they sell Additional Hours. When an employee has Additional Hours they can expect to work a greater

proportion of weekend/Public Holiday work than an employee without Additional Hours. However, the intention is to minimise the number of unplanned Saturdays, Sundays and/or Public Holidays worked consistent with the needs of the business.

- h) The Employer must not require an employee to work more than “reasonable Additional Hours”. When deciding whether Additional Hours are reasonable, issues to be considered may include but are not limited to, the following:
 - i. Any risk to employee health and safety from working the Additional Hours;
 - ii. The employee’s personal circumstances, including family responsibilities;
 - iii. The needs of the workplace or enterprise in which the employee is employed;
 - iv. Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working Additional Hours;
 - v. Any notice given by the Employer of any request or requirement to work the Additional Hours;
 - vi. Any notice given by the employee of his or her intention to refuse to work the Additional Hours;
 - vii. The usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - viii. The nature of the employee’s role, and the employee’s level of responsibility;
 - ix. Whether the Additional Hours are in accordance with averaging terms included under section 63 of the FW Act;
 - x. Any other relevant matter.
- i) Additional Hours are to be used as follows:
 - i. Maintenance Employees – Day Workers
Used for planned or unplanned work outside of Ordinary Hours (i.e. does not form part of the rostered hours).
An employee who is offered Additional Hours in accordance with sub-clause 10.3(d), can agree with the Employer to use these hours for rostering purposes (e.g. 40 hour working week).
 - ii. Maintenance Employees – Shift Workers
Used for planned or unplanned work outside of Ordinary Hours (i.e. does not form part of the rostered hours).
In addition, for Maintenance Employees who work shifts other than as a Day Worker, Additional Hours may also be used for rostering

purposes and be included in the roster in the case where employees are deemed as one of the following:

- Designated Continuous Shift Workers
- Designated Non-Continuous Shift Workers
- Continuous Shift Workers
- Non-Continuous Seven Day Rotating Shift Workers
- Non-Continuous Shift Workers

iii. All other employees

Additional Hours shall be included in the roster in the case where employees are deemed as one of the following:

- Designated Continuous Shift Workers
- Designated Non-Continuous Shift Workers
- Continuous Shift Workers
- Non-Continuous Seven Day Rotating Shift Workers
- Non-Continuous Shift Workers

j) As per Schedule Two, where an employee **rejects any Additional Hours offer** made by the Employer in accordance with subclause 10.3(d) prior to 31 December, any and all hours worked above the Ordinary Hours in the Year will be paid the Additional Hours – 1.5x rate (outlined in sub-clause 10.3 (t)). An employee may receive time off, in lieu of payment, for hours worked above Agreed Hours as follows:

- i. Maintenance Employees: time off in lieu at the rate of one and a half (1.5) hours for each hour worked, other than for hours rostered in accordance with sub-clauses 10.3 (i) (i) and (ii) which are at the rate of one (1) hour for each hour worked;
- ii. All other employees: time off in lieu at the rate of one (1) hour for each hour worked.

k) As per Schedule Two, where an employee, who is eligible to be offered Additional Hours, **is not offered Additional Hours** in accordance with subclause 10.3(d) and works above their Ordinary Hours will be paid the Unexpected Hours rate outlined in sub-clause 10.5 (e) for all hours worked above their Ordinary Hours for the Year. An employee may receive time off, in lieu of payment, for hours worked above Agreed Hours as follows:

- i. Maintenance Employees: time off in lieu at the rate of one and a half (1.5) hours for each hour worked;
- ii. All other employees: time off in lieu at the rate of one (1) hour for each hour worked.

l) As per Schedule Two, where an employee **accepts all of the Additional Hours offers** made by the Employer in accordance with subclause

10.3(d) prior to 31 December, all Additional Hours will be paid at the Additional Hours – 1.5x rate (outlined in sub-clause 10.3 (t)). Any hours worked above the employee's Agreed Hours in the Year will be paid at the Unexpected Hours rate in accordance with subclause 10.5 (e). An employee may receive time off, in lieu of payment, for hours worked above Agreed Hours as follows:

- i. Maintenance Employees: time off in lieu at the rate of one and a half (1.5) hours for each hour worked, other than for hours rostered in accordance with sub-clauses 10.3 (i) (i) and (ii) which are at the rate of one (1) hour for each hour worked;
 - ii. All other employees: time off in lieu at the rate of one (1) hour for each hour worked.
- m) Where a Maintenance Employee works more than 200 Additional Hours per Year that have not been utilised for rostering purposes as outlined in sub-clauses 10.3 (i)(i) and (ii), subsequent Additional Hours (i.e. the 201st and beyond) will be paid at two times the Ordinary Hours rate, plus the equivalent hourly rates for the Skills Development, Trade and Additional Field allowances where applicable (outlined in sub-clause 10.3 (u)). This is in recognition of these Additional Hours being regularly worked outside the employee's usual roster.
- n) As per Schedule Three, Part-time (including Job Share) Employees are not eligible to be offered Additional Hours. All hours worked up to, and including, 1976 hours per Year will be paid at the employee's Annual Base Salary Rate (i.e. single time). Part-time (including Job Share) Employees will accrue annual leave and allowances on a pro-rata basis for all hours worked up to 1976 hours per Year. Where a Part-time (including Job Share) Employee works hours above their regularly rostered hours they may take time in lieu at the rate of one (1) hour for each hour worked, if agreed by the employee and the Employer.
- o) Depending on business needs, Additional Hours are available to apprentices in their third and fourth year (subject to them having completed all of the Competency modules of their apprenticeship). First and second year apprentices may be eligible for Additional Hours subject to management discretion. Where an Apprentice works hours above their rostered Ordinary Hours they may take time in lieu at the rate of one (1) hour for each hour worked, if agreed by the employee and the Employer.
- p) Trainees are not eligible to receive Additional Hours. Where a Trainee agrees to work hours above their rostered Ordinary Hours they may take time in lieu at the rate of one (1) hour for each hour worked, if agreed by the employee and the Employer.
- q) It is not CSBP's intention that first and second year apprentices and trainees will be required to work hours above their rostered Ordinary Hours.

- r) Where an apprentice or trainee is required to work hours above their rostered Ordinary Hours, preference will be given towards providing the apprentice or trainee with time off in lieu, in accordance with sub-clauses 10.3(o)-(p), 11.6(f) and 11.7(d) of the Agreement.
- s) If time off in lieu is not provided to the apprentice or trainee, the hours worked by an apprentice or trainee above their rostered Ordinary Hours will be paid as follows:
 - i. for apprentices, in accordance with sub-clauses 10.3(j) to (l); and
 - ii. for trainees, at the Unexpected Hours Rate in sub-clause 10.5(e) per hour worked.
- t) The calculation of the Additional Hours - 1.5x rate is as follows: For each block of 50 hours – 1.5 x ((Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this Agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this Agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement)) / 1976) x 50:

$$1.5 \times \left(\frac{\text{(Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement))}{1976} \right) \times 50$$

This allowance will be paid monthly.

- u) The calculation of the Additional Hours - 2x rate is as follows: For each block of 50 hours – 2x ((Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this Agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this Agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement)) / 1976) x 50:

$$2 \times \left(\frac{\text{(Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement))}{1976} \right) \times 50$$

This allowance will be paid monthly.

10.4. Extra Hours

- a) Process Technicians and Despatch Operators can work Extra Hours by agreement between the employee and the Employer.
- b) Part-time (including Job Share) Employees are eligible to work and be paid for Extra Hours.
- c) Where an employee works Extra Hours, the employee will not receive any hours off their Agreed Hours.
- d) Where an employee works Extra Hours, the employee is not eligible for time in lieu, or for the hours to be treated as Unexpected Hours or Additional Hours, and Extra Hours will not be treated as hours that an employee has worked in excess of their Agreed Hours under clauses 10.3 (j) to (m).
- e) The employee will be paid in the month following the completion of the Extra Hours.
- f) As per Schedules Two and Three, the calculation of the Extra Hours for each hour worked is as follows: $1.5 \times (\text{Annual Base Salary} + \text{Skills Development Allowance where applicable (as per clause 13.5 of this Agreement)} + \text{Additional Field Allowance where applicable (as per clause 13.7 of this Agreement)} + \text{Trade Allowance where applicable (as per clause 13.13 of this Agreement)}) / 1976$:

$$1.5 \times \frac{(\text{Annual Base Salary} + \text{Skills Development Allowance where applicable (as per clause 13.5 of this agreement)} + \text{Additional Field Allowance where applicable (as per clause 13.7 of this agreement)} + \text{Trade Allowance where applicable (as per clause 13.13 of this Agreement)})}{1976}$$

10.5. Unexpected Hours

- a) Subject to sub-clause 10.3(h) the Employer may require employees to work hours above their Agreed Hours known as 'Unexpected Hours'.
- b) Where the Employer requires the employee to work Unexpected Hours, the intention is for the Employer to roster the employee off work providing for time off in lieu.
- c) The Employer and the employee may agree to pay out any Unexpected Hours at the Unexpected Hours rate.
- d) Where the Employer requires a Part-time (including Job Share) Employee to work greater than 1976 hours per Year, the Employer and the employee may agree to pay out these hours at the Unexpected Hours rate.
- e) The calculation of the Unexpected Hours rate is as follows:

2 x (Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this Agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this Agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement)) / 1976.

$$2 \times \frac{(\text{Annual Base Salary} + \text{Skills Development Allowance where applicable (as per clause 13.5 of this agreement)} + \text{Additional Field Allowance where applicable (as per clause 13.7 of this agreement)} + \text{Trade Allowance where applicable (as per clause 13.13 of this Agreement)})}{1976}$$

- f) The Unexpected Hours payment may be made monthly at the end of April, May and/or June of the financial year or otherwise at the discretion of the Business Unit Manager.

10.6. Hours Planning Process

- a) Each team within the company shall implement an agreed system of work to ensure the total of the employee's hours equals the total hours required for each area as determined as part of the Employer's budgeting process. This will also assist to determine whether the required hours and employee numbers are adequate to meet the Employer/employees' activities for the next financial year.
- b) It is the intention of this Agreement that each team work their hours as equitably as possible. In order to implement the hours management system fairly, the parties undertake to monitor the hours management system to ensure that the allocation of hours within teams is distributed equitably.
- c) Each team must meet on a regular basis to plan work to ensure there is adequate cover to achieve work requirements and to give employees as much notice as possible of their rostered hours. Teams should agree the hours employees are required to work to meet the teams and business needs taking into account all work, training, leave (annual/long service) and hours selection. If attending a training course of one or more days duration is required, and this training cannot be accommodated within the employee's normal roster, in consultation with the employee their roster may be altered to allow the training to be done.
- d) The intent of the Agreement is not to manufacture extra working hours in order to ensure total use of Agreed Hours, nor is it to eliminate the use of Non-Continuous Shift work. If the process stalls, the Agreement Committee will meet to assist the business unit to reach agreement.
- e) A periodic review of hours is required during the Year to ascertain whether additional blocks of hours are needed to cover the total work for each team.

10.7. Rostering

- a) Employees will be rostered a minimum of:
 - i. 7.6 hours per day for Full-time Employees.
 - ii. 4 hours for Part-time, Job Share and Casual Employees.
 - iii. 4 hours for Full-time Employees not based in Kwinana who are working on a weekend.

- b) Maintenance Employees
 - i. Shall be rostered for an average of 38 Ordinary Hours per week subject to operational requirements (pro-rata for Part-time Employees).
- c) All employees
 - i. Designated Continuous and Continuous Shift Workers shall be rostered as part of a rotating roster covering twenty-four hours per day on seven (7) days per week.
 - ii. Designated Non-Continuous and Non-Continuous Shift Workers shall be rostered from Monday to Saturday (inclusive). If all of the team rostered to work on the Saturday agree as a team to work a Sunday in lieu of the Saturday, and gains approval from the relevant Supervisor, this will still meet the intent of the Non-Continuous shift roster, and the allowance for the Non-Continuous roster will apply.
 - iii. Non-Continuous Seven Day Rotating Shift Workers shall be rostered from Sunday to Saturday (inclusive).
- d) Employees shall not be rostered for more than 12 consecutive hours and in any event should not work more than 16 consecutive hours unless the safety of employees, the community, or environment is at risk.
- e) Employees (excluding Designated Continuous and Continuous Shift Workers), who are recalled to work outside of their rostered hours, shall have a minimum of four (4) hours recorded and this will be inclusive of time spent travelling to and from work.
- f) Where an employee's shift is cut short at the direction of the Employer, they will receive payment for the full shift as per the roster.
- g) Any accrued time off in lieu shall be by agreement between the employee and the Employer.
- h) The Employer must approve the taking of any rostered time off. Where an employee's average rostered hours worked is in line with their Agreed Hours commitment, all other time off will be in accordance with section 15 (Leave).
- i) It is not the intention to create a seven-day, day work operation. However the flexibility to be able to adapt to operational and market requirements is essential to the longer-term viability of the enterprise.
- j) In the event that an employee is required to work what they consider to be an excessive number of Saturdays, Sundays and/or Public Holidays, they should raise the matter with their Supervisor. If not satisfied with the explanation they should then raise the matter with the Agreement Committee.
- k) The parties agree that the following principles will be applied:

- i. The allocation of hours within the teams is distributed equitably.
- ii. Recognise that from time to time personal commitments may restrict an employee's ability to work hours outside the employee's roster and this should be taken into account when determining if an employee is unreasonably refusing to work hours outside their roster.
- iii. When it is necessary for an employee to work longer hours, as much notice as possible shall be given.
- iv. Unless the safety of employees, the community, or environment is at risk no employee shall work more than 16 consecutive hours.
- v. All hours worked shall be debited against the employee's Agreed Hours except where sub-clauses 10.4 (Extra Hours), 10.9 (a) (ii) & (iii), 10.9 (b) (ii) (Call Out) , 10.10 (Shift Cover and Short Notice Cover) and 10.11 (Training) apply.
- vi. Other than hours to cover certain projects or jobs, employees will be offered their Additional Hours for the previous Year as a minimum for the next Year except in the event of a plant closure, scaling back for market or operational reasons, or long term fundamental change to the business needs.
- vii. All time spent on agreed training shall be debited against the employee's Agreed Hours except where sub-clause 10.11 (Training) applies.
- viii. At the end of each planning Year all unused Agreed Hours for each employee shall be written off and will not accrue into the next planning Year. This will not result in any salary reduction for employees.
- ix. Designated Continuous and Continuous Shift Workers are required to provide cover of all operating plants in the event of an absence by another Designated Continuous or Continuous Shift Worker, or if additional labour is required for plant start-ups, plant cleaning and any other unforeseen event.
- x. Where an employee is engaged as a Designated Continuous or Continuous Shift Worker for part of a Year on the equivalent of 2176 Agreed Hours, then the total hours worked on shift will be taken off their Agreed Hours. The week will commence from the first shift worked and will cease at the commencement of the next shift cycle as per the continuous shift roster.

10.8. Standby

- a) It is a requirement of each team of Maintenance Employees to organise a Standby roster in conjunction with their Supervisor as part of the Hours Planning Process each Year.
- b) Maintenance Employees who participate in the Standby roster agree to remain on and part of the roster for at least the next 12 months.

- c) Having completed the Hours Planning Process and agreed to a Standby roster, if during the subsequent 12 months a Maintenance Employee is transferred out of the team or is terminated, unless the remaining members on the roster agree to cover for the loss of that employee; another employee who is part of the maintenance team must take that person's place. Should no-one volunteer to take the person's place, the remaining members of the maintenance team will be required to participate in the roster.
- d) From time to time the Employer may require employees, other than Maintenance Employees, to be available on Standby, and participate in a Standby roster.
- e) Employees on Standby are to remain fit for work and within a radius of 100km of their place of work.
- f) Employees on Standby will be available to be directly contacted by specified means. However, provision of electronic communications does not guarantee payment of the Standby allowance in its own right.
- g) The below Standby allowances include a component to compensate the employee for the cost of a meal.
- h) Maintenance Employees who are Day Workers:
 - i. A Maintenance Employee on Standby for up to 18 hours on any day between 1600 hours Sunday and 1600 hours of the following Friday (inclusive) will receive the following Standby allowance for that period.

Current Allowance	Allowance rate from 1 Oct 2022	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
\$125.80	\$131.21	As per sub-clause 11.2	As per sub-clause 11.2

- ii. A Maintenance Employee on Standby for greater than 18 hours on any day between 1600 hours Friday and 1600 hours on the following Sunday (inclusive) will receive the following Standby allowance for that period.

Current Allowance	Allowance rate from 1 Oct 2022	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
\$301.20	\$314.16	As per sub-clause 11.2	As per sub-clause 11.2

- iii. A Maintenance Employee on Standby from 1600 hours on the day before a Public Holiday to 1600 hours on the day of the Public Holiday (inclusive) will receive the following Standby allowance for the Public Holiday.

Current Allowance	Allowance rate from 1 Oct 2022	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
\$451.77	\$471.20	As per sub-clause 11.2	As per sub-clause 11.2

- i) Maintenance Employees who are Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Workers:

- i. A Maintenance Employee on Standby between 1600 hours preceding a rostered shift and 1600 hours on the day of that shift (inclusive) will receive the following Standby allowance for that period.

Current Allowance	Allowance rate from 1 Oct 2022	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
\$125.80	\$131.21	As per sub-clause 11.2	As per sub-clause 11.2

- ii. A Maintenance Employee on Standby between 1600 hours preceding a rostered day off and 1600 hours of that rostered day off (inclusive) will receive the following Standby allowance for that period. An employee receiving a Standby allowance on a rostered day off must be available to be called out during the standby period.

Current Allowance	Allowance rate from 1 Oct 2022	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
\$301.20	\$314.16	As per sub-clause 11.2	As per sub-clause 11.2

- j) For the avoidance of doubt, an employee can only receive one Standby allowance for each 24 hour period from the commencement of Standby.

10.9. Call Out

- a) Maintenance Employees who are Day Workers:

- i. Where a Maintenance Employee is rostered on Standby for up to 18 hours (between 1600 hours Sunday and 1600 hours of the following Friday, inclusive), and is recalled to work for a Call Out, attends and performs work, the employee will receive hours off their Agreed Hours.

- ii. Where a Maintenance Employee is recalled to work for a Call Out between 1600 hours Friday and 1600 hours on the following Sunday, and attends and performs work, a payment in accordance with the Unexpected Hours rate multiplied by the number of hours worked will be paid in the next monthly pay. Where this occurs, the employee will not receive any hours off their Agreed Hours.
 - iii. Where a Maintenance Employee is recalled to work for a Call Out on a Public Holiday only, and attends and performs work, a payment in accordance with the Unexpected Hours rate multiplied by the number of hours worked will be paid in the next monthly pay. Where this occurs, the employee will not receive any hours off their Agreed Hours.
- b) Maintenance Employees who are Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Workers:
 - i. Where a Maintenance Employee is rostered on Standby between 1600 hours preceding a rostered shift and 1600 hours on the day of that shift (inclusive), and is recalled to work for a Call Out, attends and performs work, the employee will receive hours off their Agreed Hours.
 - ii. Where a Maintenance Employee is recalled to work for a Call Out between 1600 hours preceding a rostered day off and 1600 hours of that rostered day off (inclusive) and attends and performs work, a payment in accordance with the Unexpected Hours rate multiplied by the number of hours worked will be paid in the next monthly pay. Where this occurs, the employee will not receive any hours off their Agreed Hours.
- c) Where a Maintenance Employee is recalled to work for a Call Out, a payment of \$150 will be made in addition to the entitlements in sub-clauses 10.9 (a) and (b). Where the employee has left site to return home following the completion of a Call Out and is required to return for another Call Out, the employee will also receive a payment for the additional Call Out. However, where work is performed on a subsequent issue whilst a Maintenance Employee is already on site (or in the process of returning to site) due to a Call Out there will be no entitlement to an additional payment.
- d) Maintenance Employees recalled to work are eligible to be paid mileage (i.e. kilometre reimbursement).

10.10. Shift Cover and Short-Notice Cover

- a) Shift Cover and Short-Notice Cover will be provided as requested (within reason) to meet the business needs of the Employer. Each team will formulate the methods that are required to meet this cover and these will be reviewed periodically during each Year.

Note: In order to meet business needs and to ensure that production continues, the total hours needed to cover a four-crew continuous shift roster is 2176. This does not necessarily mean each Designated Continuous or Continuous Shift employee is required to work 2176 hours.

Where a Shift Cover is completed, the following shall apply:

- b) Where a Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Worker is rostered off, but provides a Shift Cover, the employee will receive a payment in accordance with the Shift Cover rate multiplied by the number of hours worked. Where this occurs, the employee will not receive any hours off their Agreed Hours.

- c) The calculation of the Shift Cover rate is as follows:

2 x (Annual Base Salary + Skills Development Allowance where applicable (as per clause 13.5 of this Agreement) + Additional Field Allowance where applicable (as per clause 13.7 of this Agreement) + Trade Allowance where applicable (as per clause 13.13 of this Agreement)) / 1976.

$$2 \times \frac{(\text{Annual Base Salary} + \text{Skills Development Allowance where applicable (as per clause 13.5 of this agreement)} + \text{Additional Field Allowance where applicable (as per clause 13.7 of this agreement)} + \text{Trade Allowance where applicable (as per clause 13.13 of this Agreement)})}{1976}$$

- d) Where a Designated Continuous or Continuous Shift Worker is rostered off on a Public Holiday, but provides a Shift Cover on a Public Holiday, the employee will receive a payment in accordance with the Unexpected Hours rate multiplied by the number of hours worked. Where this occurs, the employee will not receive any hours off their Agreed Hours.
- e) The Employer may require Designated Continuous Shift Workers or Continuous Shift Workers to work additional shifts, as Short-Notice Cover, on the following terms:
 - i. the requirement to work the additional shift is advised by the Employer with less than 14 days' notice prior to the start of the shift; and
 - ii. the employee is employed on a Full-time, Part-time or Job Share basis; and

- iii. the additional shift is during the employee's rostered time off, and the shift is in addition to (and with no changes to) the employee's existing rostered shifts; and
 - iv. the additional shift is not because of the extension of shutdowns, changes due to shipping, or other changes made to the employee's roster of Agreed Hours (and Unexpected Hours where applicable) in accordance with this Agreement.
- f) Where an employee accepts and works a Short-Notice Cover, the employee will receive a payment in accordance with the Shift Cover rate multiplied by the number of hours worked, and the employee will not receive any hours off their Agreed Hours.
 - g) Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Workers are obliged to provide coverage such that the completion of Shift Covers (and Short-Notice Cover as applicable) occurs equitably across their team, with all members being required to perform their reasonable share and no single team member being unreasonably inconvenienced by other team members.
 - h) As part of these Shift Cover and Short-Notice Cover arrangements, all Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Workers are obliged to work at least their Agreed Hours each Year.
 - i) Where a Shift Cover or a Short-Notice Cover (as defined) is worked, the employee shall be entitled to payment in accordance with sub-clauses 10.10 (b), (c) and (f) above, but will have no entitlement to any other payment, allowance, voucher, loading or benefit (whether monetary or otherwise) for the working of that Shift Cover or Short-Notice Cover, with the exception of meal vouchers to be provided in accordance with sub-clause 10.15(e) and mileage in accordance with sub-clause 13.15(a) Private Vehicle Reimbursement.
 - j) A shift cannot be classified as Shift Cover and Short-Notice Cover at the same time. If a shift could be classified as a Shift Cover and a Short-Notice Cover at the same time, the shift will be classified as Shift Cover and the employee will only be paid for it as Shift Cover.
 - k) Shift Covers and Short-Notice Covers which prevent an employee from having an uninterrupted ten-hour break between work on any rostered day and their return to rostered work, must be approved by the Employer.
 - l) Nothing in this sub-clause shall prevent the Employer from applying the provisions in clause 10.16 (Notice of Roster).

10.11. Training

- a) Where a Designated Continuous or Continuous Shift Worker is rostered off, but attends training, the employee will receive a payment in

accordance with the Additional Hours – 1.5x rate multiplied by the number of hours worked. Where this occurs, the employee will not receive any hours off their Agreed Hours.

10.12. Variations

- a) Nothing in this or any other clause shall prevent a work team(s) reaching agreement with their Supervisor or Manager to operate a different method of arranging work provided the intent of this Agreement is not altered by those arrangements.

10.13. Ten Hour Break

- a) There shall be an uninterrupted ten-hour break between work on any rostered day and the return to rostered work. Where a ten-hour break overlaps normal rostered hours, the employee shall have deducted from their Agreed Hours:
 - i. the normal rostered hours occurring during the employee's absence from work for the period of the ten-hour break, where the employee is directed by the Employer to resume working their normal rostered hours after completion of the ten-hour break; or
 - ii. the hours normally rostered for the next day that overlaps with the ten-hour break, where the employee is directed by the Employer not to resume working their normal rostered hours after completion of the ten-hour break.
- b) Where an employee has not been provided with an uninterrupted ten-hour break between their previous finishing time and their next start time due to a Recall to work, they shall be provided with a ten-hour break from the conclusion of the Recall to work.
- c) Where an employee's roster has been modified in accordance with clause 10.16 (Notice of Roster), the rostered hours in the modified roster will be treated as the employee's normal rostered hours for the purposes of sub-clauses 10.13(a) and (b).
- d) Where a Maintenance Employee who is a Day Worker is rostered to work a Night Shift on a Friday or Saturday night, 7.6 hours will be deducted from their Agreed Hours for the following day (Saturday or Sunday).
- e) It is not the intention to automatically recall an employee to work for only an hour or two after their break. The decision to do this will be resolved on the grounds of:
 - i. Reasonableness
 - ii. The needs of the business on that particular day
 - iii. The Employer's duty of care

- f) The reason for the above arrangements is to retain some reasonable incentive for the particularly unattractive cases of an early morning call in. The expectation is that such occasions will be quite rare.
- g) Nothing precludes an employee who has been called in from staying on and working their normal rostered hours providing that the tests of reasonableness and duty of care are satisfied.

10.14. Meal Breaks

- a) Employees are to be provided with appropriate and reasonable meals and/or breaks as outlined below. Any employee required to work outside of their rostered hours will be provided with a meal or voucher when requested. It is the responsibility of each team to organise within their team the necessary arrangements to accommodate employees with a meal, a voucher or a receipted claim for the cost of a meal up to the value of \$29.84 (indexed annually in accordance with Perth CPI average for Food).
- b) Day Workers rostered for a shift of less than 12 hours will have an unpaid 30 minute meal break at an agreed time and be allowed a rest period of 15 minutes without loss of pay between the commencement of their shift and the unpaid meal break.
- c) Where a Day Worker is rostered for a shift of 12 hours or more, they will receive a paid meal break of 20 minutes after each five (5) hours worked.
- d) Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous, and Non-Continuous Seven Day Rotating Shift Workers will receive a paid meal break of 20 minutes after each five (5) hours worked.

10.15. Meal Vouchers / Allowance

- a) Employees who are called into work prior to their rostered commencement time will be provided with a meal or a voucher by the Employer if requested.
- b) Day Workers and Fertilisers Despatch Workers required to work more than two (2) hours past their rostered hours will be provided with a meal or a voucher by the Employer if requested.
- c) Designated Continuous and Continuous Shift Workers required to work more than 12 consecutive hours will be provided with a meal by the Employer if requested.
- d) Maintenance Employees who attend a Call Out as per Clause 10.9, and work for more than four (4) hours will be provided with a meal or a voucher by the Employer if requested.
- e) Employees who undertake a Shift Cover or Short-Notice Cover (as defined) are eligible for meal vouchers, as follows:

- i. Where less than twelve (12) hours' notice of the Shift Cover or Short-Notice Cover is provided, two (2) meal vouchers will be provided.
- ii. Where more than twelve (12) hours' notice of the Shift Cover or Short-Notice Cover, zero (0) meal vouchers will be provided.

10.16. Notice of Roster

- a) Where possible a minimum of at least 48 hours' notice should be given for a roster or change to a roster.
- b) The Employer may, to meet business needs, cease or change any shift system in operation from time to time by agreement with the majority in the relevant work team or failing the reaching of agreement by the giving of one (1) calendar months' notice of such change.
- c) A minimum of seven (7) days' notice shall be provided for changes to the Fertilisers Despatch Roster.

A roster change, for the purposes of sub-clause 10.16(c), is when a Fertilisers Despatch employee is required to attend work on a day other than a day already rostered, or on a day shift / Afternoon Shift / Night Shift / weekend or Public Holiday that is different to the previous agreed roster.

Should less than the seven (7) days' notice be provided for a change to the Fertilisers Despatch Roster, the Roster Change Payment as per sub-clause 10.16(e) will apply for up to three (3) days.

- d) The requirement in the Fertiliser and Ammonia/AN business units to set rosters for shipping has the potential for rosters to change due to shipping delays. When the Employer changes the shipping roster which results in a Process Technician or Despatch Operator in the Fertiliser business unit, or a Maintenance Employee in the Ammonia/AN business unit, having to work on a different day to that which they were originally rostered to work, and this change in roster is within the 48 hour notice period of the day in which they were originally due to commence work, and the employee is requested to not attend for work; the appropriate Roster Change Payment (as per sub-clause 10.16 (e)) will be paid for any day between the day on which the employee received notification of the change in roster and the day they have been re-rostered to commence work, up to a maximum of three (3) days Roster Change Payment. A Maintenance Employee rostered on Standby (as per clause 10.8) during shipping will not receive the Roster Change Payment in sub-clause 10.16 (e).

- e) A Fertilisers Process Technician or Despatch Operator or an Ammonia /AN Maintenance Employee, who is entitled to a Roster Change Payment under sub-clause 10.16 (c) or (d), will receive the following Roster Change Payment (per day).

Current Roster Change Payment	Roster Change Payment from 1 Oct 2022	Roster Change Payment from 1 Oct 2023	Roster Change Payment from 1 Oct 2024
\$125.80	\$131.21	As per sub-clause 11.2	As per sub-clause 11.2

11. ANNUAL SALARIES

The Annual Base Salaries for Ordinary Hours are set out below and are applicable for Full-time, Seasonal and Fixed-Term employment and will be paid in equal monthly instalments.

All new employees will be paid at the level at which they are competent when they commence.

11.1. Salary Levels

LEVEL	Current salary rates	Salary rates from 1 Oct 2022	Salary rates from 1 Oct 2023	Salary rates from 1 Oct 2024
1	\$81,413	\$84,914	As per sub-clause 11.2	As per sub-clause 11.2
2	\$89,275	\$93,114		
3	\$97,157	\$101,335		
4	\$105,040	\$109,557		
5	\$112,924	\$117,780		
6	\$120,808	\$126,003		
7	\$128,692	\$134,226		
7.5	\$134,605	\$140,394		
8	\$140,519	\$146,562		

LEVEL	Current salary rates	Salary rates from 1 Oct 2022	Salary rates from 1 Oct 2023	Salary rates from 1 Oct 2024
M1	\$105,040	\$109,557	As per sub-clause 11.2	As per sub-clause 11.2
M2	\$112,924	\$117,780		
M3	\$120,808	\$126,003		
M4	\$128,692	\$134,226		
M5	\$140,519	\$146,562		

The Annual Base Salaries include all entitlements including but not limited to annual leave loading, and any other allowances except as prescribed in this Agreement.

11.2. Increases to Annual Base Salaries and Reviewable Allowances

On 1 October 2023 and 1 October 2024, the rates specified in this Agreement for the Annual Base Salaries in sub-clause 11.1 and for the Reviewable Allowances listed in sub-clause 13.2 will increase from the previous rate by the following percentage:

(Perth CPI Change + 1) %

The total increase cannot be less than 1.6% per annum and cannot be more than 4% per annum.

Annual Base Salaries will be rounded up to the nearest dollar.

Reviewable Allowances will be rounded up to the nearest two decimal places.

11.3. Perth CPI Change

For the purposes of sub-clause 11.2, the Perth CPI Change means the Percentage Change from the Corresponding Quarter of the Previous Year in relation to the All groups CPI for Perth:

- a) from the June Quarter 2022 to the June Quarter 2023, for the 1 October 2023 increase; and
- b) from the June Quarter 2023 to the June Quarter 2024, for the 1 October 2024 increase.

This percentage change will be sourced from the publicly available data provided by the Australian Bureau of Statistics.

At the time of drafting, this data was available online under Consumer Price Index, Australia at:

<https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia>

11.4. Casual Employee

- a) A Casual Employee will be paid the appropriate Annual Base Salary from sub-clause 11.1, at an hourly rate plus a 25% casual loading, on a pro-rata basis for all hours worked up to 1976 hours per Year. The hourly rate will be calculated by dividing the appropriate Annual Base Salary by 1976 hours.
- b) Where eligible, Casual Employees will accrue the annual allowances in Section 13 (Allowances) on a pro-rata basis for all hours worked up to 1976 hours per Year.

11.5. Part-time and Job Share Employee

- a) The Annual Base Salary of a Part-time or Job Share Employee will be determined according to the following formula:

$$\text{Annual Base Salary} \times \frac{\text{number of hours per week}}{38}$$

- b) Where the employee's employment terminates part way through a Year and he/she has worked more hours than he/she has been paid for, the appropriate adjustment will be made in the final payment.
- c) When the employee is employed under the provisions of this clause the employee will be entitled to all other benefits and conditions prescribed in the Agreement on a pro-rata basis according to the number of Ordinary Hours worked.

11.6. Apprentices

- a) Apprentice Rates

Year of a 4 year apprenticeship	Rate - Percentage of the min point (85%) of Level M1 paid
1 st Year	42%
2 nd Year	55%
3 rd Year	75%
4 th Year	88%

Three and a half year term	Rate - Percentage of the min point (85%) of Level M1 paid
First six months	42%
Next year	55%
Next year	75%
Next year	88%

Three year term	Rate - Percentage of the min point (85%) of Level M1 paid
First year	55%
Second year	75%
Third year	88%

Adult Apprentice Rates (i.e. apprentices aged 21 or over):

Year of a 4 year apprenticeship Adult Apprentice	Rate - Percentage of the min point (85%) of Level M1
1 st Year	75%
2 nd Year	75%
3 rd Year	75%

Year of a 4 year apprenticeship Adult Apprentice	Rate - Percentage of the min point (85%) of Level M1
4 th Year	88%

NB: The adult apprentice rate will apply to any existing apprentices the calendar month after they turn 21.

- b) Time which an apprentice is required to attend technical college and would otherwise have been spent in normal attendance at work is deemed normal working time and the employee will be paid. This will only apply up to the rostered Ordinary Hours which normally would have been worked on that/those day/s.
- c) Where an apprentice, in any given year of apprenticeship, has actually given service or attended a prescribed course of instruction on less than the number of the apprentice's ordinary working days occurring during that year without the Employer's consent the Employer may require that the apprentice serve an additional day for each day not so served within that year, and in these cases the year of service in question will not be deemed to have been completed until the extra days have been served.
- d) In calculating the extra time to be served the apprentice will be credited with the time the apprentice has worked in excess of Ordinary Hours during the relevant year of service.
- e) The Employer will pay for mileage when apprentices attend external training courses (not at CSBP or their TAFE location). Travel time is not paid. Clause 16.8 of this Agreement does not apply to apprentices.
- f) Where an apprentice is eligible for time off in lieu, this will be at single time (i.e. one hour off for one hour worked above Ordinary Hours).

11.7 Trainees

- a) For the duration of a Traineeship for Certificate Levels I – III, the Annual Base Salary of the Trainee will be determined by the number of years since they completed high school:
 - i. School Leaver and School Leaver plus one (1) year out of school: the Annual Base Salary equivalent to the 1st year of a 4-year Apprenticeship in sub-clause 11.6.
 - ii. School Leaver plus two (2) years or more out of school: the Annual Base Salary equivalent to the 2nd year of a 4-year Apprenticeship in sub-clause 11.6.
- b) A Trainee will be provided with appropriate time to attend classes associated with the approved course. This will be paid working time, to a maximum of the usual rostered Ordinary Hours on the day of attendance at the training. No travel time or mileage (i.e. kilometre reimbursement) will be paid.

- c) Trainees are not eligible to receive Additional Hours.
- d) If a Trainee agrees to work hours above their Ordinary Hours, they will receive time in lieu for the hours worked at single time (i.e. one hour off for one hour worked above Ordinary Hours).
- e) Trainees are able to perform tasks, that they have been assessed as being competent to complete, as directed.
- f) Trainees will not be utilised to replace field and core operator positions.

12. SALARY ADMINISTRATION

12.1. Payment of Salary

- a) Salaries are paid monthly, two (2) weeks in arrears and two (2) weeks in advance by the 15th of each month by electronic funds transfer.
- b) A total of five (5) separate bank accounts can be credited with this function.
- c) Casual Employees will be paid weekly in arrears.

12.2. Payment Upon Commencement of Employment

When an employee commences employment with the Employer, their first pay will be calculated according to the time they have worked in the relevant pay period.

12.3. Payment Upon Termination of Employment

- a) Subject to other provisions of this Agreement which permit the Employer to deduct monies from an employee's wages, including monies due on termination of employment, an employee, will be paid all monies due to the employee by Electronic Fund Transfer directly into the employee's bank account within seven (7) Business Days following termination of employment.
- b) Subject to other provisions of this Agreement which permit the Employer to deduct monies from an employee's wages, including monies due on termination of employment, no deduction will be made from an employee's wages unless the employee has authorised that deduction in writing.

13. ALLOWANCES

13.1. Part monthly payments

- a) Where an employee only works part of a month, due to unpaid leave and/or the commencement/termination of employment, and the employee is otherwise eligible to receive an annual allowance, the

applicable allowance will be paid on a pro-rata basis for the part of the month worked.

- b) Subject to sub-clause 13.1(a), where an employee meets the eligibility requirements for an annual allowance for only part of a month that is worked, the applicable allowance will be paid on a pro-rata basis for the part of the month worked that the employee was eligible for that allowance.

13.2. Reviewable Allowances

For the purposes of sub-clause 11.2, the allowances in the following sub-clauses are deemed to be Reviewable Allowances:

- a) sub-clauses 10.8(h) and (i), and 10.16(e); and
- b) sub-clauses 13.3, 13.4(f), (g) and (h), 13.5(b), 13.6(a), 13.7(a), 13.8(a), 13.9(a), 13.10(b), 13.11 (a), 13.13(a), 13.14(a) and 13.16(c).

13.3. Shift Workers

Where an employee is appointed by the Employer to one of the following shift worker types (as defined in sub-clauses 5.1(j), (n), (o), (aa), and (bb)), they will receive an annual allowance, paid in monthly instalments and, where applicable pro-rata as per clause 13.1, as follows:

Shift Worker Type	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2023
Designated Continuous & Continuous	\$26,503	\$27,643	As per sub-clause 11.2	As per sub-clause 11.2
Designated Non-Continuous & Non-Continuous	\$13,917	\$14,516		
Non-Continuous Seven Day Rotating	\$17,650	\$18,409		

13.4. Ad Hoc Shift Work Allowance

- a) Operational and market requirements may mean that employees, other than Designated Continuous or Continuous Shift Workers, could be required by the Employer to work shifts, on an ad-hoc basis, that are outside their usual shifts according to their usual worker type.
- b) Employees, other than Designated Continuous or Continuous Shift Workers, when rostered on an ad-hoc shift, will be paid an Ad-Hoc Shift Work Allowance, on an hourly rate basis, for all hours worked on the ad-hoc shift, as outlined in sub-clauses 13.4(f), (g) and (h) below, except where 10.4 (Extra Hours), 10.9 (Call Out), or 10.10 (Shift Cover and Short-Notice Cover) applies.

- c) Being paid an Ad-Hoc Shift Work allowance does not alter the employee's usual worker type, as defined in sub-clauses 5.1 (m), (o), (aa), or (bb).
- d) Employees, other than Day Workers and Designated Continuous or Continuous Shift Workers, will be paid the Ad-Hoc Shift Work allowance in addition to the Shift Worker allowance set out in sub-clause 13.3, that applies to the employee's usual shift worker type.
- e) Where a Night Shift or Afternoon Shift is worked on a weekend or Public Holiday, the Public Holiday or Weekend rate will apply, not both.
- f) Day Workers:

Type of Ad-hoc Shift	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
Afternoon Shift	\$14.23	\$14.85	As per sub-clause 11.2	As per sub-clause 11.2
Night Shift, Weekend, Public Holiday	\$18.97	\$19.79		

- g) Non-Continuous Seven Day Rotating Shift Workers:

Type of Ad-hoc Shift	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
Night Shift	\$18.97	\$19.79	As per sub-clause 11.2	As per sub-clause 11.2

- h) Designated Non-Continuous and Non-Continuous Shift Workers:

Type of Ad-hoc Shift	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
Night Shift & 7 th Day Weekend Allowance*	\$18.97	\$19.79	As per sub-clause 11.2	As per sub-clause 11.2

*Where a Designated Non-Continuous and Non-Continuous Shift Worker works both the Saturday and the Sunday in the same week, one weekend day will attract a weekend shift allowance on all hours worked on the 7th day.

13.5. Skills Development Allowance

- a) The following Skills Development Allowances are designed to act as an incentive for eligible employees to gain additional skills that are required by the Employer. If an employee is "grandfathered" for past skills / competencies, or is subject to a learning agreement, the employee:

- i. Will not be paid the Skills Development Allowance at the grandfathered or elevated classification level; and
 - ii. Will only be paid the Skills Development Allowance in accordance with the eligible employee's classification level for work actually performed and utilised within their existing business unit pursuant to this Agreement.
- b) Subject to sub-clauses 13.5(a) (i) and (ii) above, the annual allowance in this sub-clause is available to all employees covered by this Agreement. It is based on the skills and competencies that the Employer recognises the employee performs and utilises in their existing Business Unit (i.e. excluding grandfathered competencies/levels and learning agreements). The allowance in this sub-clause shall be treated as part of the employee's Annual Base Salary for all purposes (including, but not limited to paid leave, workers' compensation, salary continuance etc.). This allowance will be paid pro-rata on a monthly basis.

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
1	-	-	-	-
2	-	-	-	-
3	\$1,341	\$1,399	As per sub-clause 11.2	As per sub-clause 11.2
4	\$2,675	\$2,791		
5	\$4,012	\$4,185		
6	\$5,349	\$5,580		
7	\$5,349	\$5,580		
8	\$5,349	\$5,580		

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
M1	\$2,675	\$2,791	As per sub-clause 11.2	As per sub-clause 11.2
M2	\$9,357	\$9,760		
M3	\$11,379	\$11,869		
M4	\$13,907	\$14,506		
M5	\$14,539	\$15,165		

13.6. Fertilisers Skills Development Allowance

- a) Subject to sub-clauses 13.5(a) (i) and (ii) above, the annual allowance in this sub-clause is available only to Process Technicians within the Fertilisers Business Unit who obtain skills in addition to those required for their current position.

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
1	-	-	-	-
2	-	-	-	-
3	\$634	\$662	As per sub-clause 11.2	As per sub-clause 11.2
4	\$1,267	\$1,322		
5	\$1,900	\$1,982		
6	\$2,530	\$2,639		
7	\$2,530	\$2,639		
8	\$2,530	\$2,639		

13.7. Ammonia Plant Cross Training Additional Field Allowance (referred to as Additional Field Allowance or AF Allowance)

- a) Subject to sub-clauses 13.5(a) (i) and (ii) above, the annual allowance in this sub-clause is only available to level 5 Process Technicians, performing Field Operator duties, within the Ammonia/AN Business Unit who complete four plant areas (i.e. Front End, Back End, Utilities Field, Nitric Acid Plant Field) as per Schedule 1 – Classification Structure: Table 2 – Ammonia/AN Process Technicians.

This allowance will be paid pro-rata on a monthly basis.

Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
\$2,841	\$2,964	As per sub-clause 11.2	As per sub-clause 11.2

13.8. Core Allowance

- a) Subject to sub-clauses 13.5(a) (i) and (ii) above, the annual allowance in this sub-clause is available only to Process Technicians who have completed a core / control room module in Sodium Cyanide Liquid, Ammonia Manufacturing Plant, or Ammonium Nitrate and Nitric Acid. It is based on the skills and competencies that the Employer recognises the employee performs and utilises in their existing Business Unit (i.e. excluding grandfathered competencies/levels and learning agreements).

This allowance will be paid pro-rata on a monthly basis.

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-
5	\$8,887	\$9,270	As per sub-clause 11.2	As per sub-clause 11.2
6	\$10,150	\$10,587		
7	\$12,678	\$13,224		
8	\$12,678	\$13,224		

13.9. Boiler and Turbine Allowance

- a) The annual allowance in this sub-clause is available only to Process Technicians in the Sodium Cyanide Liquid Plant, Ammonia Plant or Nitric Acid Plant who are required by the Employer to have achieved and utilise a qualification / licence to operate a boiler and turbine. It will also be paid to Process Technicians who have met the stated requirements in this sub-clause, but have been rostered to work in other parts of the business.

This allowance will be paid pro-rata on a monthly basis.

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
1	-	-	-	-
2	-	-	-	-
3	\$4,412	\$4,602	As per sub-clause 11.2	As per sub-clause 11.2
4	\$4,412	\$4,602		
5	\$4,412	\$4,602		
6	\$4,412	\$4,602		
7	\$4,412	\$4,602		
8	\$4,412	\$4,602		

13.10. Prill Plant Flexibility Allowance

- a) Subject to sub-clauses 13.5(a) (i) and (ii), the annual allowance in this sub-clause is only available to Process Technicians in the Ammonia/AN Business Unit, at Level 3 and above (as per Schedule 1), who are assigned to work in the Ammonia/AN Prill Plant. This is in recognition of the requirement for all Ammonia/AN Prill Plant Process Technicians to provide flexibility by learning and working outside the Prill Plant area, including AN Emulsion.

This allowance will be paid pro-rata on a monthly basis.

Level of Competence	Allowance rate from Agreement Commencement	Allowance rate from 1 Oct 2023	Allowance rate from 1 Oct 2024
1	-	-	-
2	-	-	-
3	\$2,964	As per sub-clause 11.2	As per sub-clause 11.2
4	\$2,964		
5	\$2,964		
6	\$2,964		
7	\$2,964		
8	\$2,964		

13.11. Electrical Licence Allowance

- a) The annual allowance in this sub-clause is available only to Electricians who are required by the Employer to have achieved and utilise an electrical licence.

This allowance will be paid pro-rata on a monthly basis.

Level of Competence	Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
M1	\$4,068	\$4,243	As per sub-clause 11.2	As per sub-clause 11.2
M2	\$4,068	\$4,243		
M3	\$4,068	\$4,243		
M4	\$4,068	\$4,243		
M5	\$4,068	\$4,243		

13.12. Electrical/Instrument Licence

The Employer will reimburse the employee for the cost of their annual electrical licence fee.

13.13. Trade Allowance

- a) Process Technicians and Despatch Operators entitled to the Trade Allowance in accordance with Schedule 1, sub-paragraph (I) will receive an annual allowance as follows:

Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
\$7,887	\$8,227	As per sub-clause 11.2	As per sub-clause 11.2

- b) This allowance will be paid pro-rata on a monthly basis and shall be treated as part of the employee's Annual Base Salary for all purposes (including, but not limited to paid leave, workers' compensation, salary continuance etc.).

13.14. Emergency Response Team Allowance

- a) Employees, who accept the conditions associated with, and are appointed as members of the CSBP Emergency Response Team, will be paid an annual allowance as follows:

Current Allowance	Allowance from 1 Oct 2022	Allowance from 1 Oct 2023	Allowance from 1 Oct 2024
\$13,830	\$14,425	As per sub-clause 11.2	As per sub-clause 11.2

- b) The allowance will be paid pro-rata on a monthly basis, whilst the employee remains a member of the Emergency Response Team and is inclusive of remaining on response alert to respond to an emergency call.

- c) The Employer will also provide team members with insurance cover equivalent to 2½ times of the Annual Base Salary of the highest level in the classification structure for the current period (in addition to cover provided by workers' compensation, superannuation or any other scheme) for death or total and permanent disablement, arising from participation in Emergency Response Team activities, or from 'first response' to an emergency.

13.15. Private Vehicle Reimbursement

- a) Where employees are required to use their private vehicles on Employer business, they will be reimbursed at a rate equivalent to the Australian Taxation Office (ATO) rate for owning and operating a motor vehicle. The rate will be reviewed at the time the ATO rates are amended.
- b) The Employer shall reimburse the cost of a taxi to and from work where the employee does not have their own transport and are required for Recall to work. If a taxi is not available at the completion of the work, the Employer will ensure the employee is driven home.

13.16. Distance Work

- a) Where the Employer directs an employee to work at such a distance from the employee's home, from which the employee cannot reasonably return home each night, the Employer shall provide the employee with suitable board and lodging or shall reimburse the employee for reasonable expenses incurred by the employee for suitable board and lodging. Time spent travelling to and from the job shall be counted as time worked. The Employer will pay for the reasonable cost of transport to and from the job.
- b) The Employer may require an employee to temporarily transfer to another location for short periods of time to attend to specified work.
- c) When the Employer directs an employee to temporarily transfer to a distant work location, the employee will be paid the Temporary Transfer allowance. The Temporary Transfer allowance will be payable where an employee is required to temporarily transfer to a distant work location for five (5) or more consecutive days, and will be the flat amount as follows:

- i. Per period (five (5) consecutive days)

Current Rate	Rate from 1 Oct 2022	Rate from 1 Oct 2023	Rate from 1 Oct 2024
\$228.47	\$238.30	As per sub-clause 11.2	As per sub-clause 11.2

- ii. with additional days being paid as follows:

Additional days (per day)

Current Rate	Rate from 1 Oct 2022	Rate from 1 Oct 2023	Rate from 1 Oct 2024
\$45.70	\$47.67	As per sub-clause 11.2	As per sub-clause 11.2

- d) This allowance is provided to help temporarily transferred employees to cope with payment of incidental expenses the employee or his/her family incur during the period of absence from home by the employee. This allowance is not intended to replace the existing system of reimbursement for out of pocket expenses.

Where employees elect to use their own conveyance in travelling to and from a distant work location, the amount of the airfare that would have been reasonably incurred will be paid by the Employer to the employee.

13.17. Higher Duties Allowance

Where an employee is required to act in another leadership or planning position which is senior to their own position (excluding positions covered by this Agreement) the employee may be paid a higher duties allowance. This allowance will only be payable where the employee performs the full duties of the higher position for at least 10 days or shifts in a year. The higher duties will be 50% of the difference between the salaries of the two levels. The parties must commit in advance to this arrangement.

13.18. Annual Review of Allowances

The allowances listed in this section have been calculated such that they increase at the same time and by the same percentage as Annual Base Salaries.

14. SUPERANNUATION

- 14.1. Employees are entitled to join a complying superannuation fund of their choice in accordance with the Trust Deed of that fund.
- 14.2. The Employer makes contributions to the employee nominated fund on behalf of members, and members have the opportunity to voluntarily contribute.
- 14.3. The Employer's contribution to the employee nominated fund includes a contribution in full recognition of the Superannuation Guarantee Legislation.
- 14.4. The Employer will contribute:
 - a) 10.5% of the employee's earnings (i.e. Annual Base Salary and allowances); or
 - b) The Superannuation Guarantee (SG).(whichever is greater) in monthly instalments.
- 14.5. Where employees participate in a "salary sacrifice" arrangement this will reduce the nominal base salary determined in accordance with clause 11. The Annual Base Salary paid will be the nominal base salary less an amount

equal to the amount of the salary sacrifice. The nominal base salary will continue to be determined each year in accordance with clause 11 of this Agreement.

15. LEAVE

For the purpose of this clause, all approved leave, with the exception of Community Service Leave, will be managed as per the following:

- a) Designated Continuous and Continuous Shift Workers:
 - i. Leave will be taken according to their agreed shift roster.
 - ii. If a Public Holiday falls within a Designated Continuous or Continuous Shift Worker's paid leave and this day would have been a normal rostered day the Public Holiday will not be deducted from the employee's paid leave accrual.
- b) Designated Non-Continuous and Non-Continuous Shift Workers:
 - i. Leave will be taken according to their agreed shift roster.
 - ii. If a Public Holiday falls within a Designated Non-Continuous or Non-Continuous Shift Worker's paid leave and this day would have been a normal rostered day the Public Holiday will not be deducted from the employee's paid leave accrual.
- c) Non-Continuous Seven Day Rotating Shift Workers:
 - i. Leave will be taken according to their agreed shift roster.
 - ii. If a Public Holiday falls within a Non-Continuous Seven Day Rotating Shift Worker's paid leave and this day would have been a normal rostered day the Public Holiday will not be deducted from the employee's paid leave accrual.
- d) All employees other than Designated Continuous, Continuous, Non-Continuous Seven Day Rotating, Designated Non-Continuous and Non-Continuous Shift Workers:
 - i. Leave will be taken at 7.6 hours per day or according to the Ordinary Hours of their regular agreed roster.
 - ii. If a Public Holiday falls within the paid leave and this day would have been a normal rostered day, the Public Holiday will not be deducted from the employee's paid leave accrual.
- e) Part-time (including Job Share) Employees will take leave according to the Ordinary Hours of their regular agreed roster.
- f) Designated Continuous, Continuous, Designated Non-Continuous, Non-Continuous and Non-Continuous Seven Day Rotating Shift Workers:

- i. Subject to clause 15.10(a), during leave, an employee will be paid the salary and shift work allowance that would have been paid to the employee had the employee not been on leave and had worked the agreed shift roster.
- ii. Leave shall be paid at no less than the rate it was accrued.
- iii. Where an employee permanently transfers to day work or their employment terminates, the shift work allowance entitlement for annual leave accrued will be paid in their next month's salary or termination payment as applicable. The shift work allowance for long service leave will be paid only where an employee is entitled to pro-rata long service leave.

15.1. Annual Leave

a) Designated Continuous and Continuous Shift Workers

- i. Designated Continuous and Continuous Shift Workers who elect to work 1976 hours or more per Year will be entitled to 5 weeks' paid annual leave per year of service (excluding Public Holidays). For administrative purposes 5 weeks' annual leave equates to 210 hours of leave. Annual leave accrues progressively during each year of service. Where an employee is engaged for part of a Year as a Designated Continuous or Continuous Shift Worker, they will be credited an additional 1.12 hours for every week spent on a continuous shift roster.

Designated Continuous and Continuous Shift Workers will take annual leave at 12 hours per day, or according to their agreed shift roster, unless election is made during the Hours Planning Process to take annual leave at 10.5 hours per day according to their roster.

b) Designated Non-Continuous and Non-Continuous Shift Workers

- i. Except where sub-clause 15.1(f) applies, Designated Non-Continuous and Non-Continuous Shift Workers who elect to work 1976 hours or more per Year will be entitled to 4 weeks' paid annual leave per year of service (excluding Public Holidays). For administrative purposes 4 weeks' annual leave equates to 168 hours of leave. Annual leave accrues progressively during each year of service.
- ii. Designated Non-Continuous and Non-Continuous Shift Workers will take annual leave according to their agreed hours per shift.

c) Non-Continuous Seven Day Rotating Shift Workers

- i. Non-Continuous Seven Day Rotating Shift Workers will take annual leave according to their agreed hours per shift.
- ii. Except where sub-clause 15.1(f) applies, Non-Continuous Seven Day Rotating Shift Workers who elect to work 1976 hours or more

per Year will be entitled to 4 weeks' paid annual leave per year of service (excluding Public Holidays). For administrative purposes 4 weeks' annual leave equates to 168 hours of leave. Annual leave accrues progressively during each year of service.

- iii. Non-Continuous Seven Day Rotating Shift Workers will take annual leave at 12 hours per day, or according to their agreed shift roster, unless election is made during the Hours Planning Process to take annual leave at 10.5 hours per day according to their roster.
- d) All other employees
 - i. All other employees will be entitled to four weeks' annual leave per year of service. For administrative purposes this equates to 152 Ordinary Hours of annual leave.
 - ii. Annual leave accrues progressively during each year of service.
- e) For the purposes of the extra week of annual leave under the NES, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays. Under this Agreement, Designated Continuous and Continuous Shift Workers are also considered shift workers for the purposes of the NES and the 5 weeks' annual leave.
- f) Where a Designated Non-Continuous, Non-Continuous, or Non-Continuous Seven Day Rotating Shift Worker is considered a shift worker for the purposes of the extra week of annual leave under the NES, as defined in sub-clause 15.1(e), the employee will instead be provided 5 weeks' leave based upon the employee's average weekly hours of work as per their shift roster. Annual leave accrues progressively during each year of service.
- g) Part-time Employees will accrue the entitlement to annual leave on a pro-rata basis.
- h) Casual Employees are not entitled to accrue or take annual leave..
- i) Annual leave will not accrue during periods of unpaid leave or unauthorised absence.
- j) Subject to sub-clause 15.1(l) the time when annual leave is taken will be determined by agreement between the Employer and the employee.
- k) In accordance with the FW Act, annual leave may be taken in separate periods as agreed to between the Employer and the employee.
- l) An employee who applies for annual leave will receive a response to their application within seven (7) days of the applications being submitted to their relevant Supervisor. The Employer will not unreasonably refuse to agree to a request by the employee to take annual leave.
- m) By agreement between the employee and the Employer, an employee may take annual leave:

- i. prior to 12 months' continuous service, provided that the Employer may deduct from any monies owing if the employee's employment terminates prior to accruing the leave which has been taken.
- n) If the period during which an employee takes paid annual leave includes a period of any other paid leave (excluding unpaid parental leave and community service leave), the employee is taken not to be on paid annual leave for the period of that other leave.
- o) An employee must take an amount of annual leave during a particular period if:
 - i. the employee is directed to do so in writing by his or her Employer; and
 - ii. at the time that the direction is given, the employee has accrued annual leave of more than 315 hours at the time that the direction is given; and
 - iii. prior to giving the written direction, the Employer discusses the level of the employee's annual leave accrual with the employee; and
 - iv. unless otherwise agreed between the Employer and the employee, where a direction is given in accordance with sub-clause 15.1(o)(i) above, the annual leave shall not commence within 28 days of the date on which the employee receives the direction; and
 - v. the amount of annual leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of the employee's accrued annual leave at the time that the direction is given.
- p) A Despatch Operator, who has approved annual leave, shall not be rostered to work between the dates that the annual leave has been approved for.
- q) An employee may cash out accrued annual leave in accordance with the requirements of this sub-clause. Employees may cash out annual leave:
 - i. If the employee has in excess of the previous year's annual leave accrued; and
 - ii. The application to cash out annual leave is made in writing.
 - iii. The Employer will not authorise an employee to cash out annual leave unless that employee has taken the equivalent of their full yearly annual leave entitlement in the 12 months prior to the application to cash out annual leave being made;
 - iv. Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.

- v. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the employee.
 - vi. The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - vii. Where any employee terminates part way through a year they will receive the annual leave accrued at the date of termination.
 - viii. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- r) For the avoidance of doubt, a reference to the employee's base rate of pay in this Agreement is a reference to the employee's base rate of pay calculated on the employee's Annual Base Salary referred to in clause 11.1 of this Agreement.

15.2. Voluntary Leave

- a) An employee may apply for leave without pay for a nominated number of hours in a specified year. The employee may apply for the pro-rata proportion of annual salary to be paid in equal monthly amounts over the corresponding year.
- b) When an employee is utilising the provisions of this clause, the employee will be paid at a rate and will be entitled to all other benefits and conditions prescribed elsewhere in the Agreement on a pro-rata basis according to the number of Ordinary Hours worked.

15.3. Personal Leave

- a) Personal leave may be taken as either Personal Leave or Carer's Leave.
- b) Personal Leave is leave taken by an employee because the employee is not fit for work because of a personal illness or injury affecting the employee.
- c) Carer's Leave is leave taken to provide care and support to a member of an employee's Immediate Family or a member of the employee's household because of:
 - i. A personal illness or injury of the member; or
 - ii. An unexpected emergency affecting the member.
- d) Subject to the requirements of this clause, employees are entitled to:
 - i. Personal Leave without loss of pay
 - ii. 10 days of paid Carer's Leave

for each year of service, provided employees advise their Supervisor of the taking of personal/carers' leave (including the expected length of

leave) as soon as reasonably practicable. Carer's leave accrues progressively during a year of service.

- e) The Employer may require evidence that would satisfy a reasonable person, to substantiate the application for the claim of personal/carer's leave.
- f) The Employer reserves the right to review (and cease) Personal Leave payments if any absence due to Personal Leave extends beyond;
 - i. three (3) months; or
 - ii. the employee's accrued entitlements under the FW Actwhichever is greater.
- g) During periods of employment as a Casual Employee, paid Personal Leave (including paid carer's leave) does not accrue and cannot be taken.
- h) Unpaid Carer's Leave:
 - i. An employee (including a Casual Employee) is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
 - ii. Unpaid carer's leave does not need to be taken in a single continuous period of two days.
 - iii. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

15.4. Compassionate Leave

- a) An employee is entitled to up to four (4) days paid compassionate leave per occasion;
 - i. For the purposes of spending time with a member of the employee's Immediate Family (as defined in Clause 5.1(v)) or household who contracts or develops a personal illness, or sustains a personal injury, that poses a serious threat to his or her life; or
 - ii. After the death of a member of the employee's Immediate Family or household; or
 - iii. Where an employee's child is stillborn, or where the employee or their partner experiences a miscarriage.

- b) The Employer may at its discretion approve additional compassionate leave on a case-by-case basis.
- c) If requested, an employee may be required to provide evidence that would satisfy a reasonable person that the leave is taken for a permissible occasion in the circumstances set out at clause 15.4(a) above.
- d) The Business Unit Manager may at their discretion approve additional travel leave on a case-by-case basis.
- e) Casual Employees are entitled to two (2) days unpaid compassionate leave per occasion.

15.5. Long Service Leave

- a) All employees shall be entitled to 13 weeks (inclusive of Public Holidays) long service leave, without loss of pay, for each completed 10 years of service.
- b) An employee whose employment terminates (other than for serious misconduct) after completing five (5) years' service will be entitled to a pro-rata payment in lieu of long service leave not taken calculated on the employee's Annual Base Salary.
- c) Long service leave entitlements accrue on the basis of 1.3 weeks for each completed year of service.
- d) An employee's pro-rata entitlement may be taken after seven (7) years' service without loss of pay.
- e) Unless otherwise agreed between the Employer and the employee, an employee must provide a minimum of the following notice periods to take any accrued long service leave entitlement:
 - i. a leave period of 30 days or less – 30 days' notice,
 - ii. a leave period of 60 days or less – 60 days' notice, or
 - iii. a leave period of greater than 60 days – 90 days' notice.
- f) By agreement between the Employer and the employee, an employee may take long service leave in periods of one (1) week.
- g) An employee must take an amount of long service leave during a particular period if:
 - i. the employee is directed to do so in writing by his or her Employer; and
 - ii. at the time that the direction is given, the employee has long service leave credited to him or her of more than 19 weeks at the time that the direction is given; and

- iii. prior to giving a written direction, the Employer discusses the level of the employee's long service leave accrual with the employee; and
 - iv. unless otherwise agreed between the Employer and the employee, where a direction is given in accordance with sub-clause 15.5(g)(i), the long service leave shall not commence within 90 days of the date on which the employee receives the direction; and
 - v. the amount of long service leave that the employee is directed to take is less than, or equal to, 1/4 of the amount of credited long service leave of the employee at the time that the direction is given.
- h) A Seasonal Employee re-employed by the Employer within one (1) calendar year of the employee's previous termination of employment by the Employer will have their previous service taken into account, as though their continuity of service had not been broken for the purposes of clause 15.5, provided that only time worked will count as service.
- i) All other matters relating to long service leave will be in accordance with the *Long Service Leave Act 1958 (WA)*.

15.6. Parental Leave

- a) Any Permanent Employee who has completed 12 months' continuous service will be entitled to one (1) week or one (1) shift block – whichever is applicable – paid parental leave upon the birth or adoption of their child.
- b) The parental leave provisions of the FW Act will apply to employees under this Agreement.
- c) Should the FW Act or any other applicable legislation provide a greater entitlement than that outlined in sub-clause 15.6 (a), then the provisions of the Act will apply in lieu of sub-clause 15.6 (a).
- d) Casual Employees are not entitled to paid parental leave.

15.7. Public Holidays

- a) The following days or their nominated substitutes as prescribed by a State Act of Parliament or State Proclamation are to be observed as Public Holidays under this Agreement.
 - i. New Year's Day, Australia Day, Labour Day, Good Friday, Easter Sunday, Easter Monday, Anzac Day, WA Day, Sovereign's Birthday, Christmas Day and Boxing Day.
 - ii. any other day, or part day, declared or prescribed as a public holiday by a law of a State or Territory in which this Agreement operates.

- b) An employee, other than a Designated Continuous, Continuous Shift Worker and a Maintenance Employee on Standby, who is required to work on a Public Holiday, may substitute another day to be taken or have Additional Hours equivalent to the hours worked credited as having been worked.
- c) Casual Employees who work on a Public Holiday will receive two and a half times their usual salary for that day.

15.8. Community Service Leave

- a) Employees are entitled to community service leave, in accordance with this clause and the FW Act, for the purposes of attending:
 - i. Jury service;
 - ii. Witness duty;
 - iii. Military reserve service; or
 - iv. A voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- b) An employee required to attend for jury service shall be granted special leave without loss of pay.
- c) An employee subpoenaed as a witness shall be granted special leave without loss of pay for a period not exceeding two (2) days in any one-year except by approval of the Employer.
- d) The Employer is not liable for any expenses incurred by the employee for jury service or witness duty.
- e) Where an employee attends a voluntary emergency management activity the employee should provide written confirmation to the Employer's appropriate Business Unit Manager, detailing their involvement with Military or Emergency Service organisations.
- f) Subject to the FW Act, employees, who require time off work to attend community service activities, must seek prior approval from the Employer.
- g) Community service leave hours will not be deducted from an employee's Ordinary Hours, with the exception of jury service, witness duty (up to two days), and where employees who are called from work to deal with an emergency or natural disaster, whereby the hours the employee was unable to work because voluntary emergency management activity will count as time worked. For the avoidance of doubt, community service leave does not break the continuity of service of an employee, as per clause 6.6(a) of this Agreement.
- h) Subject to the FW Act, Casual Employees are not entitled to any payments under sub-clause 15.8(c) of this Agreement. Casual

Employees may be eligible to be paid in accordance with the *Juries Act 1957* (WA) during jury service.

15.9. Workers' Compensation

- a) This Agreement shall be treated as an "Industrial Award" for all purposes under the *Workers' Compensation and Injury Management Act 1981* (WA).
- b) Where an employee is undertaking a return to work programme they will not suffer any loss of pay providing that the Employer may apply under Part III of the *Workers' Compensation and Injury Management Act 1981* (WA) to suspend or terminate payments for failure to participate in a return to work program.

15.10. Family and Domestic Violence Leave

- a) Employees (including Casual Employees) are entitled to 10 days of paid family and domestic violence leave in a 12 month period in accordance with the FW Act. Payment of this leave will also be in accordance with the FW Act.
- b) The leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year. The 10 days is available in full to Part-time and Casual Employees.
- c) The employee must provide notice to the Employer as soon as practicable (which may be a time after the leave has started) and must advise of the period, or expected period, of the leave.
- d) If requested, the employee must provide evidence that would satisfy a reasonable person, to substantiate the application for the claim of family and domestic violence leave.

16. TRAINING AND DEVELOPMENT

16.1. The parties to this Agreement recognise that in meeting the business needs of the Employer and in order to increase the efficiency and productivity of the business, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- a) Developing a more highly skilled and flexible workforce;
- b) Providing employees with career opportunities through appropriate training to acquire additional skills and competencies;
- c) Ensuring better-paid and more satisfying jobs for employees; and
- d) Removing barriers to the utilisation of skills acquired.

16.2. The Employer shall consult with the Agreement Committee in the development of training programmes that are consistent with:

- a) The current and future skills needs of the workplace;
 - b) The size, structure and nature of the operations of the business; and
 - c) The need to develop vocational skills relevant to the business through courses conducted by accredited training institutions and providers.
- 16.3. The parties to this Agreement recognise that as a general principle all employees will be provided with equal access to training opportunities. In order to assist this, provision will be made for English language training, basic mathematics training or any other training agreed as necessary for an employee to be able to fully participate in skills formation as it relates to the requirements of their job. Such training will be recognised as relevant training for the purposes for this Agreement. All employees will be required to complete the induction process within two (2) months of commencing employment.
- 16.4. For employees nominated to representative training organisations, all time spent in attending to duties associated with such organisations shall count time rostered as time worked under Clause 10 (Hours of Work).
- 16.5. The Covered Unions will be entitled to utilise up to a total of five (5) days per year for the purposes of trade union training.
- 16.6. Employees shall be required to maintain Competency in the skills for jobs with which they have been credited. Competency will be maintained by regular use of credited skills. Where regular use of credited skills is not possible due to other work requirements or incapacity, employees shall be given the opportunity, and an agreed period of time to re-establish Competency in those skills. Where Competency cannot be re-established, the appropriate adjustment will be made to the employee's classification and Annual Base Salary.
- 16.7. Where skill modules in a particular Business Unit are no longer required by the Employer:
- a) The Employer and the employees will be required to enter into a training programme to replace the skill modules lost where possible with available skill modules in the employee's existing Business Unit. Employees who refuse to undertake the necessary training, or do not complete the training programme within the agreed timeframe will have the appropriate adjustment made to their classification and Annual Base Salary. If the agreed training programme cannot be completed due to accident, illness, operational requirements, or if the Employer does not adhere to the agreed timeframe or any circumstances beyond the employee's control, a new training programme and timeframe will be entered into;
 - b) Where it is not possible to replace skill modules lost with available skill modules in the employee's existing Business Unit, the employee shall have an appropriate adjustment made to their classification to the level commensurate with their remaining skills modules utilised. In such cases, the employee will maintain their pre-adjustment Annual Base Salary until

such time as the Annual Base Salary for their adjusted classification exceeds their pre-adjustment Annual Base Salary.

- 16.8. The Employer will pay all agreed costs associated with an approved training programme and where the training is only available externally, both the time spent travelling and the training will count as time worked under Clause 10 (Hours of Work).
- 16.9. All jobs are required to have a job description and each Business Unit/Department is to have in place training and Competency modules relevant to each job.
- 16.10. The modules for leadership positions will contain a relevant number of elements contained in the frontline management programme.
- 16.11. Not all training is compulsory but may be required to maintain an employee's current level or their ability to perform tasks in a safe and responsible manner.
- 16.12. On commencement of employment, persons who bring required skills to the business will be recognised as having prior learning and will enter at the relevant level in the classification structure (as per Schedule 1).
- 16.13. Any issues regarding training and development will be resolved as per section 20 of the Agreement (Dispute Resolution Procedure).

17. GENERAL CONDITIONS

17.1. Posting of Agreement, Notices and Facilities

- a) The Employer will make copies of this Agreement readily available to employees.
- b) The Employer will provide notice board space for the posting of notices.
- c) The Employer will provide an employee who is a union delegate access to and reasonable use of a computer, phone and facsimile.

17.2. Protective Equipment

- a) The Employer will provide, and employees are required to wear all necessary personal protective equipment and clothing including shirts, trousers and overalls. The Employer will ensure the employee has sufficient protective clothing to allow laundering and change of clothing as required. All protective clothing and equipment will be replaced on an as needs basis.
- b) Where an employee has corrective spectacles prescribed, safety lenses will be provided by the Employer. The employee will pay for the consultation. The same provision will apply to employees already required to wear spectacles. The acquisition of the prescription for corrective lenses will be at the employee's initiative with an Employer nominated optometrist making up the safety spectacles.

- c) Where Employer issued prescription glasses are damaged at work they will be replaced.

17.3. Tool Kits

- a) Tradespersons and apprentices will maintain their tool kits at the agreed standard.
- b) Tradespersons' and apprentices' tools may be purchased through the Employer's store.
- c) Tradespersons and apprentices can obtain a list of the required tools pertaining to their location from their Supervisor.
- d) The tool list may be amended from time to time to meet the needs of a particular location.
- e) Where an employee's tools are damaged beyond normal wear and tear or lost or stolen while in use for the Employer's operation provided that care has been taken to minimise damage or loss, the Employer will replace the worn-out or lost tool with a new tool of equivalent quality.

17.4. Annual Performance Review

- a) All employees will be required to participate in the annual performance review process.
- b) Each year, team members will meet with their Supervisor and/or Manager in planning and agreeing the employee's appropriate work and performance targets for the next twelve months.
- c) By the 31st August each year team members will have met with their Supervisor and/or Manager and reviewed their previous year's performance against targets.

17.5. Agreement Committee

- a) An Agreement Committee shall meet on a quarterly basis (or as otherwise agreed between the parties) to discuss implementation and interpretation of this Agreement.
- b) The Agreement Committee shall publish minutes of meetings. Unresolved Agreement matters shall be referred to the Agreement Committee.
- c) The Agreement Committee shall look at, but not be limited to, the following areas of responsibility, aims and objectives which are seen as important for the success of the Agreement so improvements and continued productivity increases can be realised.

The aims and objectives for the above areas are seen as the following:

- i. Communications

- ii. Hours management
- iii. Performance review process
- iv. Training and development
- v. Classifications/career paths
- vi. Disputes/counselling
- vii. Employee relations
- viii. Enterprise bargaining agreement
- ix. Business process unit relationship

d) Communications

- i. Establish effective communications system so all employees are updated regularly of progress and developments from the consultative process;
- ii. Assist all employees understand the intent and interpretation of the Agreement;
- iii. Monitor that working standards are fair and common;
- iv. Assist all teams to adopt team-building principles;
- v. Liaise with other consultative and safety committees.

e) Employee Relations

- i. Assist teams to implement a process that allows employees input into a fair interpretation of the Agreement conditions and their reflection in the workplace.
- ii. A forum for employees to be encouraged to address work practices if agreement at team level is stalled.
- iii. To further the development of trust, respect and co-operation between all parties.

f) Disputes and Counselling

- i. Monitor that all disputes and/or counselling regarding the intent and interpretation of the Agreement are addressed in a fair and consistent manner through consultation and co-operation with all parties.
- ii. The Employer does not experience disruption to its operation.
- iii. The use of the Fair Work Commission is minimised.

18. LIFE INSURANCE PLAN

This plan provides cover to eligible employees in the event of total and permanent disablement or death by any means and applies at all times during the period of employment with the Employer. In the event of total and permanent disablement of the employee, the plan provides a direct benefit to the employee and in the event of the employee's death provides the employee's beneficiaries with the proceeds of the insurance.

18.1. Description

The conditions of eligibility, which an employee must satisfy to gain the benefits of the plan, are defined and described in the following section.

18.2. Eligibility

- a) All employees.
- b) Eligible employees must then satisfy the other criteria defined in the Life Insurance Plan.

18.3. Benefit

The sum insured and benefit payable is \$50,000 and is additional to any other benefit the employee may be entitled to under any superannuation or workers compensation cover which may be applicable to the employee.

18.4. Total and Permanent Disablement

- a) Total and permanent disablement means that an employee is unable to follow his/her usual occupation with his/her Employer by reason of accident or disease for the Waiting Period and in the opinion of the Insurers, after consideration of medical evidence satisfactory to them, is unlikely ever to be able to follow his/her usual occupation or any other occupation for which he/she could be reasonably considered qualified by education, training or experience, or
- b) Has suffered the total and unrecoverable loss of use of:
 - i. Both hands; or
 - ii. Both feet; or
 - iii. One hand and one foot; or
 - iv. The sight of both eyes; or
 - v. One hand and the sight of one eye; or
 - vi. One foot and the sight of one eye.

18.5. Waiting Period

The Life Insurance Plan is subject to a waiting period of 90 days before determination of whether a disablement is total and permanent. During this period the Salary Continuance Plan or the Employer's Personal Leave Policy will cover the employee.

18.6. Age Limit

The Group Life Insurance Plan total and permanent disablement insurance reduces from full benefit (100%) cover at 60 years of age and ceases (nil) at 65 years of age.

18.7. Continuation Option

- a) Employees who leave the Employer's employment will be covered by Life Insurance Plan death benefits only, for 31 days following the termination date of employment.
- b) Employees who leave the Employer's employment prior to normal retirement age (for other than as a result of Total and Permanent Disablement) may within 31 days request the insurer to provide an individual policy for Death cover only; subject to:
 - i. An AIDS declaration, and
 - ii. A HIV negative blood test.

19. SALARY CONTINUANCE PLAN

The plan provides eligible employees with an improved level of security of income should they become temporarily disabled by illness or injury and are unable to attend work.

19.1. Description

The salary continuance plan provides income protection for Permanent Employees for up to two years, subject to the criteria detailed in the agreement with the insurers and as summarised below.

19.2. Benefits

The benefits provided by the plan are:

- a) The policy component provides a payment claim of 75% of an eligible employee's Annual Base Salary for up to two years.
- b) The Employer will make up the difference between the payment claim and an employee's Annual Base Salary, provided the employee continues their rehabilitation programme.

19.3. Disability

Disability means the inability of an employee because of illness or injury to follow their usual occupation, or an alternative occupation, provided that the employee is not otherwise gainfully employed.

19.4. Exclusions

- a) Benefits will not be paid when the disability is caused directly or indirectly as a result of:
 - i. Any intentional self-inflicted injury or any attempt to commit suicide.
 - ii. Any act of war (whether declared or not) or service in any Armed Forces.
 - iii. Pregnancy, childbirth or miscarriage except any disability continuing for more than three months after the termination of pregnancy. In these circumstances the termination of pregnancy will be taken as the commencement of the period of disability.
- b) Benefits will not be paid to an employee who is receiving full Annual Base Salary payments from any Workers Compensation cover.

19.5. Waiting Period

- a) The Salary Continuance Plan is subject to a waiting period of 90 days before a claim may be made.
- b) However, the Employer will maintain salary benefits by way of approved personal leave during the waiting period.

19.6. Administration

- a) The Salary Continuance Plan is administered by the Human Resources Department.
- b) Employees who are absent from work must complete (or have completed) an Application for Leave form before making a claim.
- c) If an employee is disabled and unable to attend work for 90 days the employee's Department Manager will arrange for the employee to complete a claim form and forward it to Human Resources.
- d) All claims will be made payable to the Employer to ensure continuation of full Annual Base Salary for the temporarily disabled employee for a period up to two (2) years.

19.7. Review

- a) The Employer may review the waiting period under this plan provided there is no loss of entitlements outlined in the clauses above.

20. DISPUTE RESOLUTION PROCEDURE

- 20.1. Any dispute or matter between an employee covered by this Agreement and the Employer relating to any matter arising under this Agreement or in relation to the National Employment Standards (NES), shall be settled in accordance with the following procedure:

- a) Stage 1 - The employee(s) will discuss the question, dispute or difficulties with the employee'(s) immediate Supervisor, who will attempt to resolve the issue. This stage is to be completed within a reasonable period of time;
- b) Stage 2 - If the matter is not resolved, the matter will be referred to the relevant manager and if requested by the employee or manager a representative of their choice (which may include an official of a Covered Union) who will attempt to resolve the issue. Every effort will be made to resolve the issue within seven Business Days or any agreed extension;
- c) Stage 3 - If the matter is not resolved, the matter will be referred to the Agreement Committee, who will attempt to resolve the issue. Every effort will be made to resolve the issue within fourteen Business Days or any agreed extension;
- d) Stage 4 - If the matter is not resolved, the matter will be referred to a nominated Disputes Committee comprising of the Business Unit General Manager (BU GM) and if requested by the BU GM another Employer representative, the employee concerned and if requested by the employee, a representative of their choice (which may include an official of a Covered Union), who will attempt to resolve the issue. Every effort will be made to resolve the issue within seven Business Days or any agreed extension;
- e) Stage 5 - Emphasis will be placed on an agreed settlement of the matter within the workplace, however, if the matter remains unresolved after genuine attempts to reach settlement within the workplace the following may occur within twenty Business Days:
 - i. The person who has raised the dispute may refer the dispute to the Fair Work Commission (FWC);
 - ii. If the dispute is not referred to the FWC under sub-clause (i), then the Employer, or an employee bound by this Agreement may refer the dispute to the FWC;
 - iii. The employee(s) and/or the Employer may authorise an organisation or another representative of their choice to refer the matter to the FWC in accordance with sub-clauses (i) or (ii) and/or to represent their interests in any proceedings before the FWC.
- f) If the dispute is not referred to the FWC within twenty Business Days following the conclusion of the step outlined in sub-clause 20.1 (d), the dispute will be considered to be withdrawn and the dispute resolution process will conclude.

20.2. If a dispute is referred to the FWC under sub-clause 20.1(e) above, the FWC may exercise the following roles and powers:

- a) The FWC must first attempt to resolve the dispute by conciliation

- i. In attempting to resolve the dispute by conciliation, the FWC shall confer with the parties informally to agree on procedural matters, including the manner in which each side will present its case, confidentiality requirements, representation, timing, location and duration of proceedings and any other matters about the FWC's role in respect to establishing procedures to resolve the dispute.
 - ii. In attempting to resolve the dispute by conciliation, the FWC may help the parties identify and define matters in dispute and help the parties develop a procedure for resolving the dispute quickly and in a way that avoids unnecessary technicalities and legal forms.
 - iii. The parties agree that, during conciliation, the FWC may, if requested and agreed to by both parties, discuss the matters in dispute privately with any of the parties to the dispute or their representative. The FWC shall keep confidential the content of any such discussions and shall not convey the content of any such discussions unless specifically authorised to do so by the party concerned.
 - b) Stage 6 - If, following conciliation, the matter still remains unresolved, then either party may refer the matter to the FWC for arbitration. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 20.3. At any or all steps of the above procedure, either party may appoint a representative in writing, to assist in resolution of the dispute.
- 20.4. Timeframes for each stage of the procedure are specified. Where a request for an extension is made by either party, agreement will not be unreasonably withheld. Each stage must be completed before proceeding to the next stage.
- 20.5. At all stages the parties agree to participate in good faith in the resolution process and to genuinely attempt to resolve the matter.
- 20.6. At all times whilst a question or dispute is being resolved in accordance with this clause, normal work will continue unless the employee(s) have reasonable concern about an imminent risk to their health or safety. Where the employee(s) have reasonable concern about an imminent risk to their health and safety, they must not unreasonably fail to comply with a direction by the Employer to perform other available work, whether at the same workplace or another workplace that is safe and appropriate for the employee(s) to perform.
- 20.7. During the course of the above process the status quo will be maintained and no employee will suffer loss of earnings.

SCHEDULE 1 – CLASSIFICATION STRUCTURE

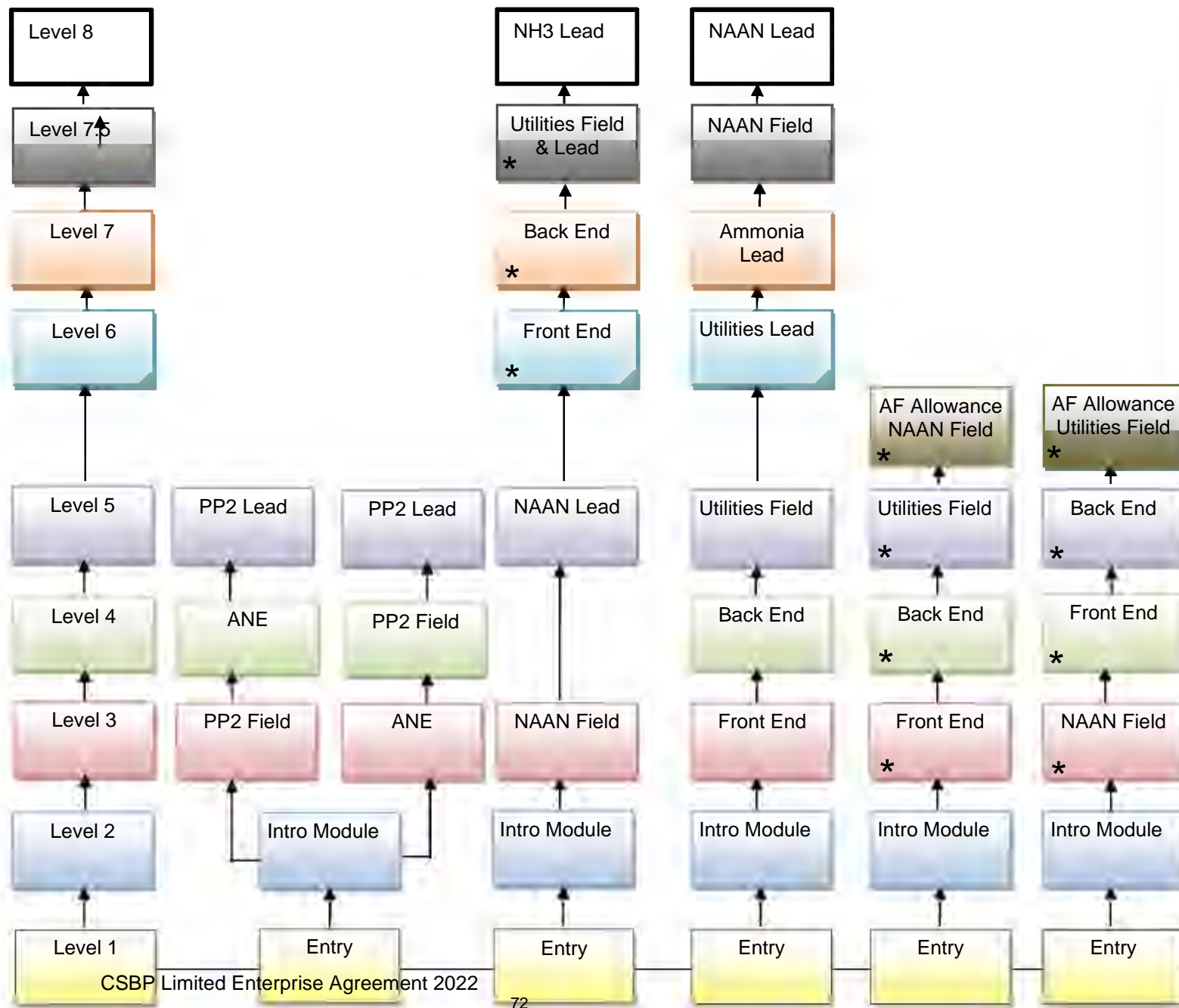
- a) The classifications and career path set out below have been defined around the work associated with and incidental to the Employer's business of the manufacture, storage, sale and distribution of fertilisers and industrial chemicals. They can be changed by agreement between the parties.
- b) The focus of the structure is on whole jobs and is not seen as a collection of skills. Progression through the relevant classification structure in Table 1 is subject to business needs, and by application and appointment. Subject to sub-clauses 16.6 and 16.7, employees will continue to be paid at the highest classification to which they have been appointed regardless of what job they are performing.
- c) Employment classifications refer to the career path structure developed by the parties to this Agreement to encourage the acquisition of competencies by employees.
- d) Progression through the career path will be relevant to the team's needs.
- e) Where an employee cannot maintain Competency as a result of a work-related injury, has participated in and continues to meet the requirements of the rehabilitation programme, their Annual Base Salary will not be affected.
- f) In the case of non-work related injury, an employee's Annual Base Salary shall be maintained under the terms of the Salary Continuance Plan.
- g) Nothing in this clause is intended to affect the rights and liabilities of the employee or Employer under the provisions of the *Workers' Compensation and Injury Management Act 1981* (WA) or the FW Act.
- h) New employees will participate in a compulsory induction process to be completed within the first two (2) months of employment.
- i) Maintenance Employees / Engineering tradespersons must complete their A module. These employees cannot progress beyond the Entry level until the A module is complete.
- j) Employees, who at the time of employment or during employment attain a nationally accredited qualification, will not automatically receive recognition for this qualification in the form of a Base Salary/Level increase. An increase in Base Salary and Level due to the attainment of a nationally accredited qualification will only be approved by the Employer.
- k) On commencement of employment, persons who bring required skills to the business will be recognised as having prior learning and will enter at the relevant level in the classification structure.

- l) Subject to sub-paragraph (n), Process Technicians and Despatch Operators who hold one or more trade qualifications required by the Employer will be paid the Trade Allowance. Such trade qualification(s) will be treated as a skills module for the purposes of sub-clause 16.7.
- m) Sub-paragraph (l) will not apply if the employee doesn't retain relevant certification or demonstrates a pattern of unreasonably refusing to use trade skills over and above those expected of a Process Technician or Despatch Operator as part of their normal duties.
- n) New Process Technicians who hold a trade certificate not required by the business will not automatically have their trade certificate recognised. Recognition of their trade is possible at a later stage if required by the Business Unit. At this point the employee will be entitled to the benefits of sub-paragraph (l).
- o) Apprentices and Trainees are included in the classification structure, but are not referenced in Table 1.

Table 1 – Classification Structure

Level	Operational Stream	Despatch / Stores Stream	Level	Maintenance Stream
1	Process Technician - 1	Despatch Operator – 1 Stores Operator – 1	1	Maintenance Services Person 1
2	Process Technician – 2	Despatch Operator – 2 Stores Operator – 2	2	Maintenance Services Person 2
3	Process Technician – 3	Despatch Operator – 3 Stores Operator – 3	3	Maintenance Services Person 3
4	Process Technician – 4	Despatch Operator – 4	M1	Engineering Tradesperson M1
5	Process Technician – 5	Despatch Operator – 5	M2	Engineering Tradesperson M2
6	Process Technician – 6	Despatch Coordinator – 6 (by appointment)	M3	Engineering Tradesperson M3
7	Process Technician – 7	Despatch Team Support Officer – 7 (by appointment)	M4	Engineering Tradesperson M4 Reliability Support Officer (by appointment)
7.5	Process Technician – 7.5			
8	Process Technician – 8		M5	Engineering Tradesperson M5 (by appointment)

Table 2 – Ammonia/AN Process Technicians



- Process Technicians at Level 7 employed at the commencement of the *CSBP Enterprise Agreement 2016* who have their Nitric Acid Lead and Utilities Lead will maintain Level 7.
- Process Technicians, employed at the commencement of the *CSBP Enterprise Agreement 2016*, who have their PP2 Lead and previously transferred into the Ammonia and Nitric Acid plants will move to Level 7 on completion of the Nitric Acid Plant Lead module, with a signed learning agreement to meet the new requirements of Level 7.
- Modules marked with * will be completed in the order required to meet business needs (i.e. not necessarily in the order shown in the table).
- Process Technicians at Level 5 in PP2 Lead, employed at the commencement of the *CSBP Enterprise Agreement 2016*, who transfer to the Ammonia & Nitric Acid plants and are completing their first field module will move to Level 6 with a signed learning agreement.

Table 3 – Sodium Cyanide Process Technicians

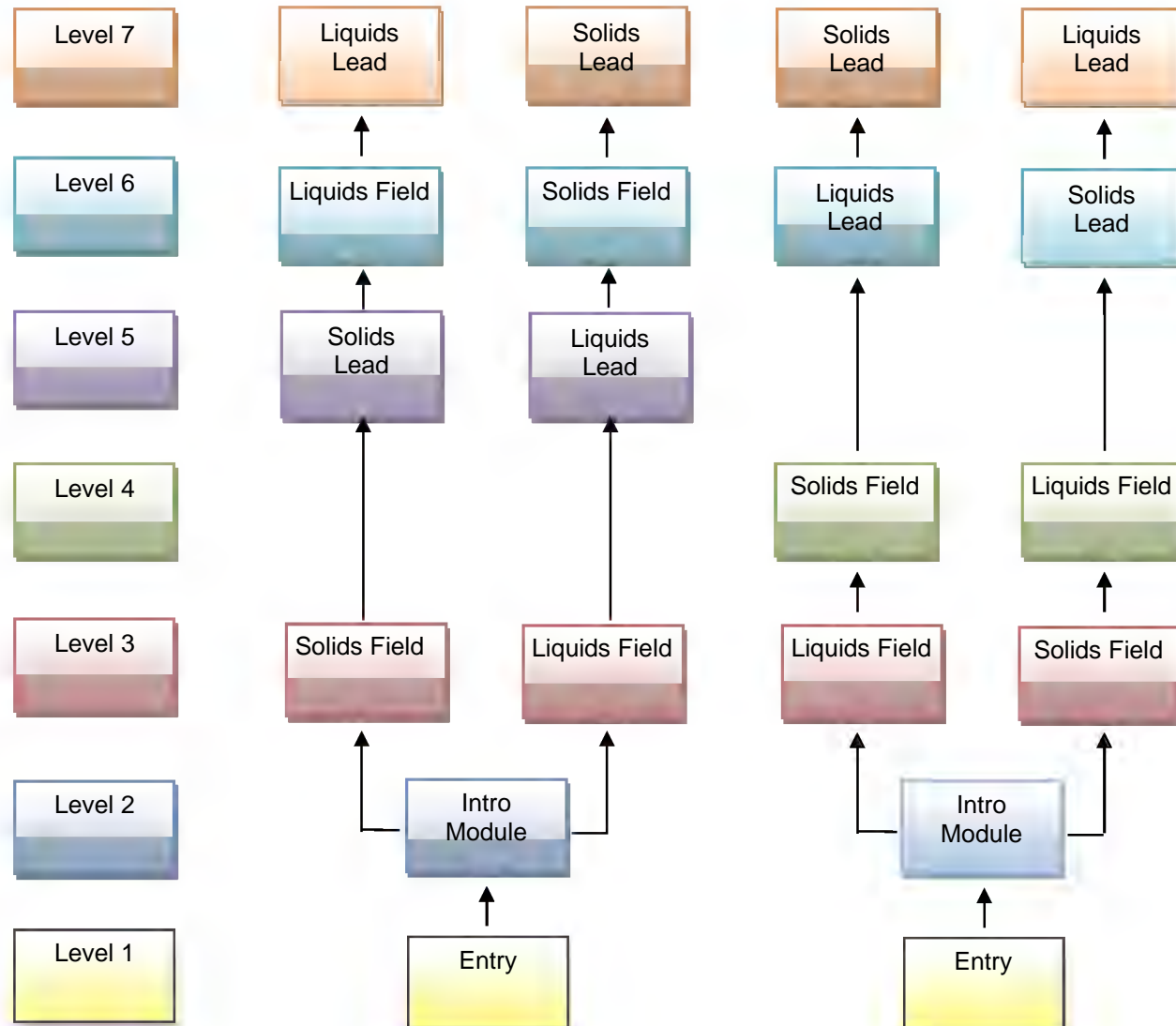


Table 4 – Fertiliser Process Technicians

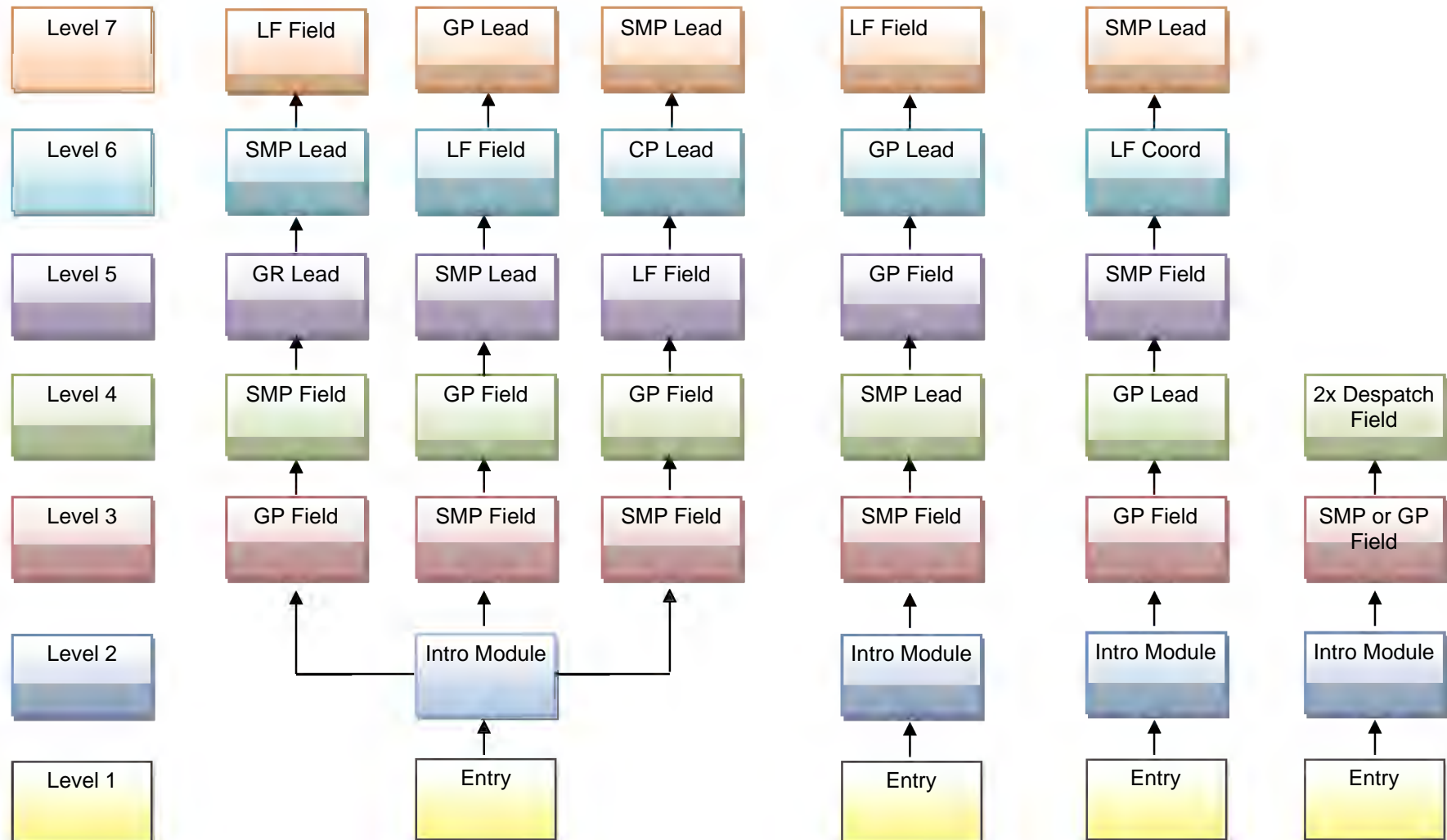


Table 5 – Fertiliser Despatch Operators

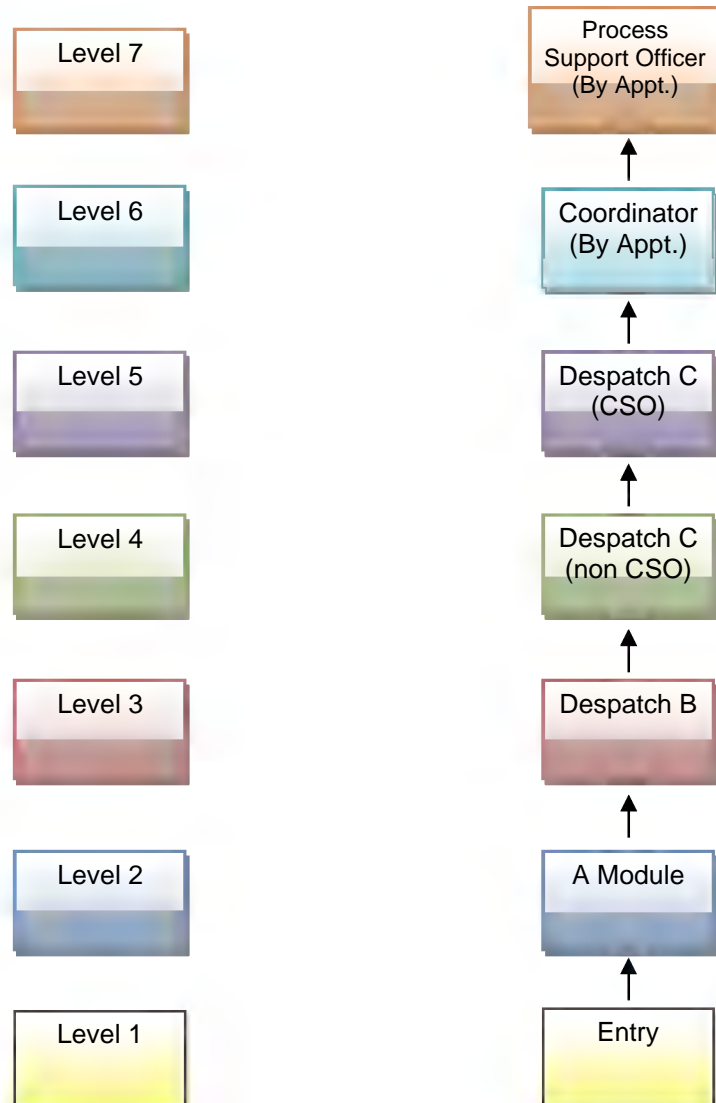


Table 6 – Chemicals Despatch Operators

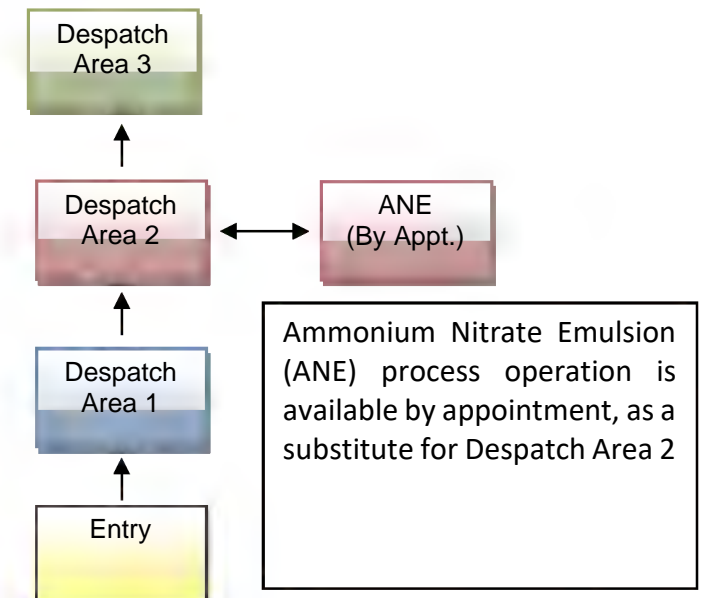


Table 7 – Engineering Tradespersons

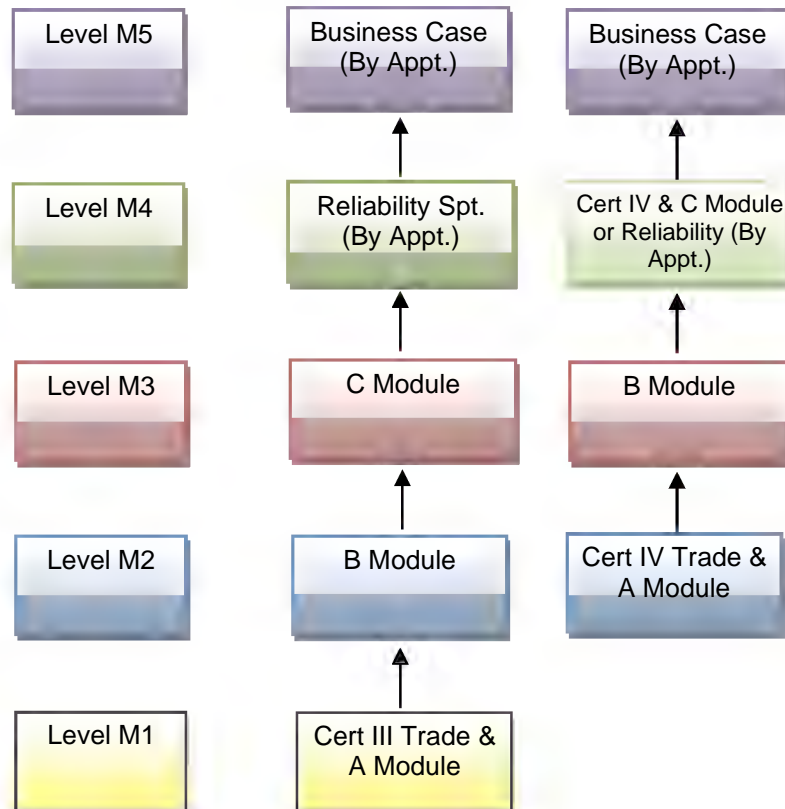
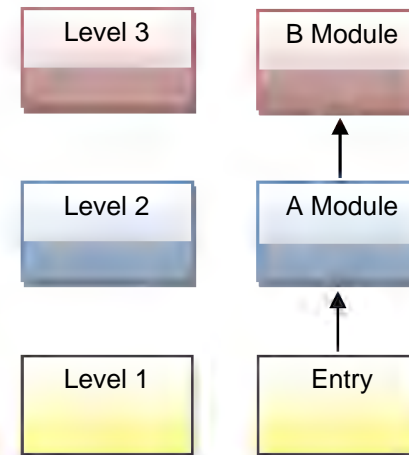


Table 8 – Stores & Maintenance Services Person



SCHEDULE 2 – ADDITIONAL HOURS, UNEXPECTED HOURS AND EXTRA HOURS CALCULATED

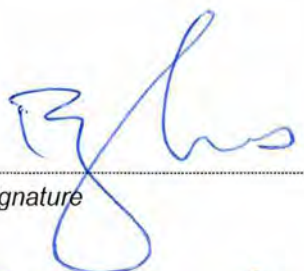
	Additional Hours Offered by 30 June	Additional Hours Offered by 31 December	As outlined in clause 10.3 (m) Maintenance Employees who do not roster hours as per clause 10.3 (i)(i) and (ii) – 201 st Additional Hour and Above Offered by 31 December	Exceeded Agreed Hours	Extra Hours
Additional Hours Offered	1.5x	1.5x	2x	2x	1.5x
Additional Hours Not Offered	2x	2x	N/A	2x	1.5x
Additional Hours Offered and Rejected	1.5x	1.5x	N/A	1.5x	1.5x

SCHEDULE 3 – PART-TIME (INCLUDING JOB SHARE) EMPLOYEE: RATES CALCULATED

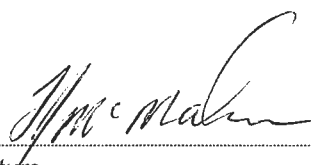
	Additional Hours	Exceeded Agreed Hours - up to 1976 hours	Hours Worked Above 1976	Extra Hours
Part-time & Job Share Employees	Not eligible	1x	2x	1.5x

SIGNATORIES

Signed on behalf of CSBP Limited:

 21/2/23
Signature Date:
Printed Name: BARNABY Edward Jones
Title: General Manager - AU/Malaysia & Cambodia Joint Ventures
Address: CSBP Ltd, Kwinana Beach Rd, Kwinana, WA

Signed on behalf of Employee Representative:

 21/2/23
Signature Date:
Printed Name: TRENT MCMAHON
Title: C.S.B.P OPERATIONS
Address: C.S.B.P. KWINANA BEACH RD KWINANA