



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

CSR & Holcim Staff Association
(AG2016/2617)

CSR SALARIED STAFF AGREEMENT 2016

Manufacturing and associated industries

COMMISSIONER ROE

MELBOURNE, 24 MAY 2016

Application for approval of the CSR Salaried Staff Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *CSR Salaried Staff Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by CSR & Holcim Staff Association. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The CSR & Holcim Staff Association being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 24 May 2016 and, in accordance with s.54, will operate from 31 May 2016. The nominal expiry date of the Agreement is 24 May 2020.



COMMISSIONER

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Annexure A

UNDERTAKINGS

AG2016/2617- CSR SALARIED STAFF AGREEMENT 2016

CSR Limited makes the following Undertakings with respect to the *CSR Salaried Staff Agreement 2016* (AG2016/2617) ("**Agreement**") as follows:

1. Clause 13- Part time

Clause 13.3(a)(iv) of the Agreement shall be replaced with the following:

A Part time Employee's ordinary hours of work may be increased or reduced by agreement recorded in writing between the Employee and Employer. A Part time Employee who works in excess of the number of daily ordinary hours fixed at the workplace or in excess of their agreed ordinary hours of work each week shall be paid overtime in accordance with clause 28-Overtime of this Agreement.

2. Clause 13- Minimum Engagement of Part Time Employees

Insert a new clause 13(a)(v) to be:

"A Part time Employee shall have a minimum engagement of 3 hours."

3. Clause 14- Minimum Engagement of Casual Employees

Insert a new clause 14.1(c) to be:

"A Casual Employee shall have a minimum engagement of:

- (i) 7.6 hours for Casual Employees covered by Joinery and Building Trades Award; and*
- (ii) 4 hours for all other Casual Employees."*

4. Clause 17- Level 1 Salary

The bolded heading "**Level 1 [Job Grades 1 – 4] \$41,000**" in Clause 17.3 should be deleted and replaced with the following bold heading:

"Level 1 [Job Grades 1 – 4]: \$41,000, save for the following"

- (a) Employees covered by the Storage Services and Wholesale Award 2010 classification Grades 1 – 3 whose ordinary hours commence at 6:00am Monday to Friday- \$42,650;*
- (b) Employees who are regularly rostered to work their ordinary hours on a Saturday - \$46,407;*

5. Clause 17- Level 2 Salary

The minimum salary for Level 2 in clause 17.3 is to be replaced with \$52,200

6. Clause 18 - Junior Rates

The parties have agreed to alter the table in clause 18 of the Agreement, by way of an undertaking as follows:

Age	% of adult Agreement rate for the appropriate level as contained in clause 17.1 of this Agreement
16	55%
17	64%
18	72%
19 & over	Full Adult Rate

This clause shall have no effect to any junior employee who would be covered by the *Joinery and Building Trades Award 2010* or the *Professional Employees Award 2010*.

7. Clause 19- Non Agreement Benefits

Insert a new clause 19.1(bb) as follows:

"The non-Agreement benefits that can be offset in accordance with this clause are limited to salary sacrificing arrangements for Employees, with such benefits to include but not be limited to: novated leasing of motor vehicles, Employee superannuation contributions (as referred to in clause 19.1(c) below), the provision of electronic equipment, Employee share schemes and other similar Employee beneficial arrangements."

Insert a new clause 19.1(g) as follows:

"Where a Non Agreement Benefit agreement is entered under this clause 19, the employee shall not be disadvantaged with respect to:

- (i) the combined value of their total remuneration (which may include Base Salary, Non Agreement Benefits and superannuation) prior to entering into the Non Agreement Benefit;*
- (ii) as compared to the value of their combined total remuneration (factoring in any additional taxation component however arising) subsequent to entering into the Non Agreement Benefit"*

8. Clause 26 – Hours

Insert a new subclause 26.(b) as follows:

"Employees' ordinary hours of work may be rostered during the following span:

- (i) Monday – Friday (inclusive) - 6:00am to 6:00pm*
- (ii) Saturday – 6:00am to 6:00pm*

save that all Employees who are covered by the Joinery and Building Trades Award 2010 will not work their ordinary hours on a Saturday."

9. Clause 27 – Shift Work

Insert a new clause 27.8 as follows:

"No Employee covered by the Joinery and Building Trades Award 2010 will work shift work in accordance with this clause."

Date: 16 / 5 /2016

Signature of Employer Representative:



Full name of Employer Representative: Luke Duncan Murphy

39 Delhi Road North Ryde, NSW 2113

Full Address:

Explanation of employer representative capacity to sign: Duly Authorised Management Representative for this Agreement

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

**CSR SALARIED
STAFF AGREEMENT
2016**



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.....End of Section.....

Part 1 Application and Operation

1. Title

1.1 This Agreement is the **CSR Salaried Staff Agreement 2016**.

2. Duration

2.1 This Agreement commences operation on 1 April 2016 or the day that it is certified with Fair Work Commission ("commencement date"), whichever is later, and will remain in force for a period of four years from that time, unless otherwise terminated or varied in accordance with this Agreement and/or the Act.

3. Application and incidence

3.1 It is a condition of this Agreement that the parties undertake not to pursue any extra claims for the duration of this Agreement except where permitted by the terms of this Agreement.

3.2 For the avoidance of doubt, this Agreement supersedes any Award, Modern Industry Award, Agreement whether certified or not, work practice(s), arrangement(s), written or unwritten which applied prior to the introduction of this Agreement and which regulated the terms and conditions of Employees covered by this Agreement.

3.3 A copy of this Agreement will be accessible:

- (a) on the CSR Intranet;
- (b) at each CSR site; and
- (c) on the CSR & Holcim Staff Association web site.

4. Parties Bound

4.1 This Agreement shall be binding upon:

- (a) CSR Limited and Bricks Australia Services Limited (a wholly owned subsidiary of CSR Limited);
- (b) all Salaried Employees and Casual Employees who are employed at the commencement of this Agreement;
- (c) all Salaried Employees and Casual Employees employed on or after the commencement of this Agreement who are classified by the Employer in Job Grade 13 or below; and

(d) the CSR and Holcim Staff Association.

5. Definitions and Interpretation

In this Agreement, unless the contrary intention appears:

Act means the *Fair Work Act 2009 (Cth)* as amended or replaced from time to time.

Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.

Association shall mean the CSR & Holcim Staff Association.

Base Salary means the minimum annual Base Salary payable to a Full-time or Part-time Employee excluding all allowances, loadings, incentive payments and bonuses, penalty rates, superannuation and overtime. Base Salary shall be maintained and used for the purposes of defined benefit superannuation entitlements and other entitlements as specified in this Agreement.

Base Casual Rate means the minimum rate of pay calculated as follows:

Take the relevant minimum Base Salary for the Casual Employee's classification;

Divide the Base Salary by 52.167 (weeks); and

Divide the weekly amount by 38 (hours).

Casual Employee means an Employee who is specifically engaged as such and who has no guarantee or expectation of ongoing employment.

CSR is CSR Limited (ABN 90 000 001 276).

Continuous Service has the same meaning as defined in clause 38.7 of this Agreement.

Deemed Base Salary means:

- (a) 75% of a Packaged Employee's Total Fixed Remuneration and may be used for the purposes of defined benefit superannuation entitlements and other entitlements as specified in this Agreement.
- (b) Deemed Base Salary may vary from the 75% of Total Fixed Remuneration based upon the specific conversion calculations when the employee became or becomes a Packaged Employee by written agreement between the Employer and Employee concerned.
- (c) The Deemed Base Salary excludes all allowances, loadings, incentive payments and bonuses, and superannuation.

Defined Benefit Member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Employee shall mean:

- (a) An Employee of CSR employed on an annual salary by CSR.
- (b) Employee also includes Casual Employees.
- (c) An Employee of Bricks Australia Services Pty Limited (ACN 604 616 908) employed on an annual salary but only where they were employed by CSR on an annual salary immediately prior to the commencement of employment with Bricks Australia Services Pty Limited

Employer shall mean CSR Limited and Bricks Australia Services Pty Limited

Exempt public sector superannuation scheme has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

Fixed Term Employee is a Salaried Employee who is employed for a specific period of time, a specified task or specified project, and includes employees who, on termination, for any reason, have no obligation to be paid out the duration of the contract but shall be afforded the notice period determined by the NES.

FWC is the Fair Work Commission.

Immediate family means an Employee's:

Spouse (including a de facto partner), child, parent, grandparent, grandchild or sibling;
Child, parent, grandparent, grandchild or sibling of a spouse (including a de facto partner).

Job Grades mean an Employee's Job Grade as determined by the Employer in accordance with the Job Grade structure set out within the classification level in clause 17.

Junior Employee is an employee who is under 21.

MySuper product has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).

LSL means long service leave.

LSL Harmonisation means any Commonwealth legislative enactment that imposes on the Employer nationalised LSL laws or the completion of any process by which the State and

Territory LSL are varied, amended or repealed the effect of which is to afford a framework (via model LSL legislation or otherwise) for nationally consistent LSL entitlements and obligations.

NES is the National Employment Standards as provided under the Act.

Night shift means any shift finishing subsequent to midnight and at or before 8.00 am.

Non-continuous Shift Roster is a roster where an Employee is required to work shift work that may include afternoon, night or weekend work.

Packaged Employee means an Employee who is classified by the Employer at Job Grade 11 or above.

Part-time Employee is an Employee whose contracted hours of work are less than 38 hours per week.

Redundancy means:

- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job of an Employee to be done by anyone, and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour; or
- (b) An employment situation that arises out of the insolvency or bankruptcy of the Employer.

Retrenchment means the termination of employment by the Employer of an Employee whose position has become redundant.

Salaried Employee is an Employee employed on an annual salary by the Employer.

Salary review means the Employer's annual review of salaries. The review takes into account relevant factors such as market data, individual performance, current duties and economic circumstances.

Service shall mean service with the Employer and any prior service recognised in accordance with the Act.

Seven-day Continuous Shift Employee is an Employee who is:

- (a) Employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- (b) is regularly rostered to work those shifts; and
- (c) regularly works Sundays and public holidays.

Seven-day Continuous Shift Roster is a roster where an Employee remains on a roster that requires the Employee to work shift work including afternoon, night, weekends and public holidays.

Total Fixed Remuneration: This applies to Packaged Employees and includes:

- (a) Base Salary or Deemed Base Salary as defined in this Agreement;
- (b) Any salary sacrificed items, as approved by the Employer;
- (c) Any novated motor vehicle lease(s) in accordance with applicable policies as in force from time to time;
- (d) Any fringe benefits other than the Additional Benefits;
- (e) Any grossed up fringe benefits tax; and
- (f) Superannuation contributions as set out in clause 25 of this Agreement,

and the components making up the Total Fixed Remuneration shall total 100% for Packaged Employees. The Total Fixed Remuneration for Packaged Employees does not include any payroll tax or worker's compensation payments paid by the Employer.

TFR means Total Fixed Remuneration.

6. Exclusion of modern awards and other industrial instruments

- 6.1 This Agreement is in substitution for any otherwise applicable Modern Award or any other industrial instrument which but for this Agreement, would have applied to the Employees.
- 6.2 The Agreement operates to the exclusion of all terms and conditions in these awards and other industrial instruments.

7. Access to the Agreement and the National Employment Standards

- 7.1 The Employer must ensure that copies of this Agreement and the NES are available to all Employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, which ever makes them more accessible.

8. The National Employment Standards and this Agreement

- 8.1 The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.

9. Agreement Flexibility

- 9.1 Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 9.2 the Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 9.3 The agreement between the Employer and individual Employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in **clause 9.1. of this Agreement** ; and
 - (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 9.4 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) would result in the Employee being better off overall than the Employee would be if no Agreement was made.
- 9.5 The arrangement between the Employer and the individual Employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of the Agreement that the Employer and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - (d) detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.

- 9.6 The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 9.7 Except as provided in **clause 9.4(a) of this Agreement**, the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 9.8 The Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 9.9 The agreement may be terminated:
- (a) By the Employer or the individual Employee giving 13 week's notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Employer and the individual Employee.
- 9.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

Part 2 Consultation and Dispute Resolution

10. Enterprise Flexibility

- 10.1 Where at a business unit or site level an agreement is reached about how the Agreement should operate so as to make the business unit or site operate more efficiently according to its particular needs, the agreement shall be implemented provided the majority of Employees affected genuinely agree. In the absence of any agreement, either party may refer the matter to the FWC who may determine the matter, having regard to the merits, and in doing so may adopt any process it considers appropriate.

11. Consultation Regarding Major Workplace Change

11.1 Employer to notify

- (a) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have Significant Effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and the Employee's representative(s), if any.
- (b) "Significant Effects" include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

11.2 Employer to discuss change

- (a) The Employer must discuss with affected Employee(s) and their representatives, if any, the introduction of changes referred to in **clause 11.1 of this Agreement** and the effects these changes are likely to have on the Employee(s) and measures to avert or mitigate effects of such changes on the Employee(s) and must give prompt consideration to matters raised by the Employee(s) and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in **clause 11.1 of this Agreement**.
- (c) For the purposes of such discussion, the Employer must provide, in writing, to the Employee(s) concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the Employee(s) provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

11.3 Consultation about changes to rosters or hours of work

- (a) Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.

(b) The Employer must:

- (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence.
- (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (iii) give consideration to any views about the impact of the proposed change that is given by the Employee or Employees concerned and/or their representatives, if any.

(c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

12. Dispute Resolution

12.1 In the event of a dispute in relation to a matter arising under this Agreement, or a dispute in relation to the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussion between the Employee(s) concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee(s) and more senior levels of management as appropriate. At each stage, the process should be undertaken with all possible expedition and any undue delays kept to a minimum.

12.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under **clause 12.1 of this Agreement** have been taken, a party to the dispute may refer the dispute to the FWC.

12.3 The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.

- 12.4 Subject to the rights of the parties where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 12.5 The Employer, Employee or Employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 12.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to all applicable health and safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

Part 3 Types of Employment and Termination of Employment

13. Permanent Engagement

13.1 Probationary Employment

- (a) The Employer may initially engage a full-time or part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment. The Employee must be advised in advance that the employment is probationary and the duration of the probation which can be up to 6 months.

13.2 Full-time Employment

- (a) An Employee not specifically engaged as a part-time or casual Employee is for all purposes of this Agreement, a full-time Employee.

13.3 Part-time Employment

- (a) Unless otherwise agreed between the Employer and the Association, the following provisions shall apply to part-time Employees:
- (i) The ordinary hours of work for part-time Employees shall be less than 38 hours per week.
 - (ii) Part-time employees shall be paid in accordance with the annual salary provided for in **clause 17 – Classifications and Adult Minimum Salaries of this Agreement** on a pro-rata basis;

- (iii) the provisions of this Agreement with respect to holidays, annual leave, personal leave, and parental leave shall apply to part-time Employees on a pro-rata basis;
- (iv) a part-time Employee who works in excess of the number of daily or weekly ordinary hours fixed for full-time Employees at the workplace concerned shall be paid overtime in accordance with **clause 28 – Overtime of this Agreement**.

14. Casual Employment

14.1 The following provisions shall apply to casual Employees:

- (a) The provisions of this Agreement with respect to holidays, annual leave, personal leave and parental leave shall not apply to Casual Employees. In lieu, a casual loading of **28.33%** of the Base Casual Rate shall be paid.
- (b) A Casual Employee who works in excess of the number of daily or weekly ordinary hours fixed for full-time Employees at the workplace concerned shall be paid overtime in accordance with clause 28 of this Agreement. Overtime payments shall be calculated on the casual Employee's Base Casual Rate.

15. Termination of Employment

15.1 Notice of Termination by the Employer

- (a) In order to terminate the employment of a full-time or regular part-time Employee, the Employer shall give the Employee a period of one month's notice.
- (b) In addition to this notice, Employees over the age of 45 years of age at the time of the giving of the notice with not less than two year's continuous service, are entitled to one (1) additional week's notice.
- (c) Payment in lieu of notice will be made if the appropriate notice period is not required to be worked by the Employer. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the notice period.
- (d) In calculating any payment in lieu of notice, the remuneration an Employee would have received in respect of the ordinary time they would have worked during the period of notice had the Employee's employment not been terminated will be used.

- (e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct and in the case of casual Employees, apprentices or trainees.
- (f) Notwithstanding the foregoing provisions, trainees who are engaged for a specified period of time, shall once the traineeship is completed and provided that the trainee's services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the Employer within six (6) months of such termination, the period of the traineeship shall be counted as service with the Employer in determining any future termination entitlement.

15.2 Notice of Termination by an Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of an Employer. There is no requirement on an Employee to give additional notice based on the age of the Employee concerned at termination.
- (b) If an Employee fails to give notice, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the notice period.

15.3 Time off during Notice Period

- (a) Where the Employer has given notice of termination to an Employee, an Employee shall be allowed up to one (1) day's 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.

16. Redundancy

16.1 Redundancy and retrenchment

- (a) Redundancy occurs where the Employer has made a definite decision that the Employer no longer wishes the job of an Employee to be done by anyone any longer and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

- (b) If an Employee is retrenched, the Employee will be given notice of termination or payment in lieu in accordance with **clause 15.1 of this Agreement**.
- (c) In addition to the consultation arrangements set out in **clause 11 of this Agreement**, the Employer undertakes to advise the Association as soon as practicable of any reorganisation or other changes likely to lead to redundancy and to consult with the Association on the likely timing and other effects of such changes. The purpose of this advice and consultation is to allow the Employer and the Association to discuss the particular circumstances in a generalised manner. Such discussion will not, except where unavoidable, concern individual employees.

16.2 Employee leaving during notice period

- (a) Where an Employee is given notice of termination in circumstances of redundancy the Employee shall be required to work up to the last day of the notice period. The Employer may approve an Employee's request for termination during the notice period and such approval will not be unreasonably withheld. All the Employee's entitlements will be calculated up to the date the Employee ceases employment.
- (b) If an Employee ceases employment during the notice period with Employer approval, the Employee will forfeit payment for the balance of the notice period.
- (c) As soon as practicable after giving notice of retrenchment, the Employee is to be given by the Employer a written estimate of the amounts potentially payable under clause 16.5 of this Agreement and a written estimate of the Employee's superannuation benefit.
- (d) As soon as practicable after giving notice of retrenchment, the Employer will advise the trustees of the Employee's superannuation fund that the Employee is to be retrenched.
- (e) Unless otherwise agreed and subject to the Act, at the date of termination all benefits of employment will cease and Company credit cards, vehicles, computers and other property must be returned to the Employer and all loans from the Employer to the Employee must be repaid. The Employee authorises the Employer to deduct the balance of any loan from any redundancy pay or pay in lieu of notice due to the Employee.

16.3 Transfer of Business

- (a) The provisions of clauses 16.5 and 16.7 of this Agreement are not applicable where there has been:
- (i) A Transfer of Employment; or
 - (ii) The Employee rejects an offer of employment made by another employer that:
 - (A) Is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the first Employer immediately before the termination;
 - (B) recognises the Employee's service with the Employer; and
 - (C) had the Employee accepted the offer, there would have been a Transfer of Employment in relation to the Employee.
 - (iii) The onus is on the Employer to demonstrate that the terms and conditions meet the criteria in **clause 16.3(a)(ii)(A) of this Agreement**.
- (b) Transfer of Employment occurs when there is a transfer of employment of a national system employee from one national system employer (the first Employer) to another national system employer (the second employer) if:
- (i) The following conditions are satisfied;
 - (A) the Employee becomes employed by the second employer not more than 3 months after the termination of the Employee's employment with the first employer; and
 - (B) the first employer and the second employer are associated entities when the Employee becomes employed by the second employer; or
 - (ii) the following conditions are satisfied;
 - (A) the Employee is a transferring employee in relation to a transfer of business from the first employer to the second employer;
 - (B) the first employer and the second employer are not associated entities when the Employee becomes employed by the second employer; and
 - (C) the second employer recognises the Employee's continuous service with the first employer.

(c) "Transfer" has the meaning given under the Act.

16.4 Assistance to Retrenched Employees

(a) If an Employee is to be retrenched, the Employer will at its cost, provide the Employee with assistance to find alternative employment. The extent and cost of the assistance will be at the Employer's discretion.

(b) This assistance can include:

- (i) Leave with pay to enable the Employee to seek alternative employment or to make arrangements for his/her changed circumstances.
- (ii) Counselling.
- (i) Access to outplacement services and general financial advice.

16.5 Payment on Retrenchment and Leave entitlements

(a) Retrenched Employees will receive the following benefits:

- (i) Notice of termination per clause 15.1 of this Agreement;
- (ii) redundancy pay calculated as per clause 16.5(b) of this Agreement; and
- (iii) payment of all accrued annual leave and annual leave loading as per clauses 29 - Annual Leave and 30 - Annual Leave Loading of this Agreement.

(b) In substitution for the provisions under the NES, the amount of redundancy pay for retrenched Employees is the total amount payable for the redundancy pay period set out in the table below, calculated on the Employee's Base Salary for Job Grades 1 – 10 and on the Employee's Total Fixed Remuneration excluding Employer superannuation contributions for Job Grades 11 and above.

	Redundancy Pay
(1)	Minimum of 3 months.
(2)	Plus 0.7 months per year of completed service (pro rata to completed days of service) but capped at a maximum of 2 years for Employees on existing CSR contracts of employment who commenced on or prior to the certification date of the Agreement and capped at 15 months for Employees who commence after the certification date of the Agreement. In both cases, the caps referred to above are inclusive of the minimum of 3 months

(3)	Less any portion of the period of notice that is payable to the Employee where the portion exceeds the period of notice payable in accordance with clause 15.1 of this Agreement .
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- (c) In addition to the severance payment made in accordance with **clause 16.5(b) of this Agreement**, an Employee whose employment is terminated due to their position of employment being made redundant is entitled to the payment of all accrued long Service Leave as per **clause 38.6 of this Agreement**.

16.6 Relocation Expenses

- (a) Where an Employee is retrenched whilst employed at a location for 5 years or less to which they were transferred at the Employer's request, the Employer will assist the Employee to return to the place of engagement (or an alternative destination if the cost is no more), if the Employee relocates within 6 months of termination of employment.
- (b) This assistance will comprise reimbursement of:
- (i) Economy airfares for the Employee, spouse, partner and dependants;
 - (ii) Cost of transport, storage (for up to 4 months) and insurance of a reasonable quantity of household goods and effects; and
 - (iii) Cost of reasonable accommodation incurred directly as a result of retrenchment (for up to 1 month).

16.7 Part-time and Full-time Employees

- (a) Employees who have both full-time and part-time service will be entitled to redundancy pay calculated on a pro-rata basis. Part-time years of service will be converted to equivalent full-time years of service at the actual annualised full-time rate of Base Salary for Job Grades 1 – 10 and for Job Grades 11 and above at Total Fixed Remuneration for the purposes of the calculation, which will apply to both notice and redundancy pay.

16.8 Other Exclusions

- (a) This clause does not apply to Fixed-term Employees, Casual Employees, any Employee whose employment is terminated because of serious misconduct, an apprentice Employee and an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

Part 4 Minimum Wages and Related Matters

17. Classifications and Adult Minimum Salaries

- 17.1 The minimum base rate of annual salary or Total Fixed Remuneration for an adult Salaried Employee shall be in accordance with the classification structure and definitions set out in this Agreement.
- 17.2 The actual base rate of annual salary or Total Fixed Remuneration payable to an individual Employee will be reviewed as part of the Employer's Annual Salary Review process.
- 17.3 An Employee shall be classified in accordance with the following Classification Structure:

Level 1 [Job Grades 1 – 4] \$41,000

Characterised by clerical/vocational skilled positions that require low to medium vocational training plus experience. Includes entry level through to moderate administrative/technical capabilities.

While the work to be undertaken has specific precedents established, latitude is permitted. Thinking is within procedures and precedents rather than routines and specific instructions. Situations differ enough to go beyond well-defined patterns; solutions are found fairly rapidly based on job related knowledge and/or experience. Examples of roles that would be included in this level are as follows: Customer Service Officer, Administration Officer, Junior Payroll Assistant, Junior Administration Assistant and Receptionist, Production Operators, Warehouse Staff, Stores Person.

Level 2 [Job Grades 5 – 7] \$51,500

Characterised by advanced vocational positions, entry level for non-technical professionals and supervisors of vocational skills. Entry level professional requiring basis understanding and application of theoretical or scientific principles. May be quasi-supervisory over advanced vocational jobs or basic entry level professional job where persuasiveness is required. Basic knowledge of principles and theories of a professional or scientific discipline (e.g., non-technical BA/BS degree equivalent plus 1 or 2 years' experience, or technical BS degree equivalent). Examples of roles that would be included in this level are as follows: Account Manager, HR Coordinator, Maintenance Planner, Personal

Assistant, Credit Control Officer, Junior Accountant, Factory Supervisor, Estimator, Trades Employee, Senior Production Operator, Production Supervisor, Warehouse Supervisor.

Level 3 [Job Grades 8 – 10] \$68,480

Characterised by a professional with a working knowledge in a technical or specialised area. Basic knowledge of the theories and principles of a discipline and significant applied experience plus skill to influence and persuade others or working knowledge of a discipline plus experience and human relations skills to select, develop and/or motivate people. Seasoned individual contributor with knowledge of a discipline and considerable experience or advanced study in a technical or professional field. Examples of roles that would be included in this level are as follows: Senior sales/Account Manager, Engineering Manager, OH&S Manager, Factory Manager, IT Consultant/Supervisor, Marketing Assistant, HR Business Partner.

Level 4 [Job Grades 11 – 12] \$103,800

Characterised by a seasoned professional with sufficient technical expertise to be called upon as a consultant. Jobs requiring seasoned technical/professional knowledge depth plus human relations skills to select, develop and/or motivate people. The job could be a resident expert in a complex technical field. This level also covers entry to mid-level managerial roles that lead small to medium sized teams and leadership roles that require influence and organisational savvy to successfully undertake role functions. Examples of roles that would be included in this level are as follows: Marketing Manager, Senior Technical Specialist, Divisional HR Manager, Commercial Manager, Production Manager (large site), Senior Accountant, IT Department Lead.

Level 5 [Job Grade 13] \$156,000

Characterised by a highly seasoned individual contributor requiring substantial specialised technical know-how gained through many years of progressive/relevant experience or advanced education and experience to tactically integrate relatively related or similar activities. Roles at this level envisage an experienced leader/manager of teams who demonstrates highly developed influencing skills and leadership qualities as well as strategic thinking and who is able to manage and problem solve through very complex analytical, technical and/or management challenges. Examples of roles that would be included in this level are as follows: State Manager, National Marketing Manager, Business Unit CFO, GM Finance, National Operations Manager.

18. Junior Rates

The Agreement rate of annual salary for a Junior Employee shall be calculated according to the following scale:

<i>Age</i>	<i>% of adult Agreement rate for the appropriate level as contained in clause 17.1 of this Agreement</i>
16	55%
17	64%
18	72%
19	82%
20	90%

19. Non-Agreement Benefits

19.1 The minimum agreement rate of annual salary for an adult or junior Employee may be offset by the provisions of non-Agreement benefits, subject to the following:

- (a) The Employer and Employee must agree on:
 - (i) The non-Agreement benefit to be provided; and
 - (ii) the value of the benefit(s), including any tax payable by the Employer, as a monetary offset against the minimum Agreement rate of salary.
- (b) There is no obligation on either the Employee to accept non-Agreement benefits or on the Employer to provide non-Agreement benefits, unless agreement is reached between the Employer and Employee.
- (c) The agreed non-Agreement benefits may include the contribution of superannuation amounts by the Employer, which are in addition to those amounts which the Employer is already legally obliged to contribute on behalf of the Employee.
- (d) The Employer may establish a procedure for negotiating agreements with Employees in respect of the provision of non-Agreement benefits.
- (e) The nature and value of the non-Agreement benefit(s) agreed may only be varied by agreement between the Employee and Employer or by either party providing reasonable notice dependent upon the circumstances, however the minimum period of notice must be 4 weeks.

- (f) In the event that legislation, tax determinations, tax rulings or other policy measures of government impact on the Employer's capacity to participate in any agreement for the provision of non-award benefits, the Employer is entitled to terminate the relevant agreement by giving written notice to the Employee(s) concerned.

19.2 The value of an Employee's Base Salary after the offset is applied in accordance with clause 19.1 is taken to be the Employee's Base Salary for the purposes of this Agreement.

20. Employer and Employee duties

20.1 The Employer may direct an Employee to carry out such duties as are within the Employee's skill, competence and training, consistent with the classification structure of this Agreement, provided that such duties do not diminish existing skills.

20.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

21. Allowances and Special Rates

21.1 The following allowances apply for all purposes of this Agreement.

21.2 Use of Private Vehicle Allowance

(a) A private vehicle allowance calculated in accordance the ATO guidelines, as it may exist from time to time, shall be paid to an Employee who is classified by the Employer in Job Grade 10 or below and who is required by the Employer to use a private vehicle on Employer business. An Employee is not entitled to this allowance if the Employee has the benefit of any other vehicle allowance or Employer facilitated use of a motor vehicle or if the Employee is Job Grade 11 and above, or is directed to hire a vehicle.

(b) The Employee shall provide the Employer with reasonable proof of the kilometres travelled in the course of the Employee's employment in order to claim the vehicle allowance.

21.3 Meal Allowance

- (a) An Employee required by the Employer to work overtime in excess of 2 hours after the completion of his or her ordinary working hours shall be paid a meal allowance of \$16.15 for the first meal and for each subsequent meal after a further 4 hours overtime if required to continue working after such 4 hours.
- (b) A meal allowance is not payable where:
 - (i) The Employer provides the Employee with a meal.
 - (ii) the Employee can conveniently return home for a meal.
 - (iii) the Employee has been notified on the previous day or earlier that the Employee will be required to work overtime.
- (c) Where an Employee has provided with a meal or meals on the basis that he or she has been given notice of a requirement to overtime and the Employee is subsequently not required to work the overtime, the Employee shall be paid the prescribed meal allowance for the surplus meal or meals the Employee has provided.

22. Temporary Transfer Expenses

- 22.1 If an Employee is directed to work at a place other than his or her usual place of work, all reasonable expenses necessarily incurred by the Employee as a consequence of the temporary transfer will be paid by the Employer. Where practicable, the nature of these expenses will be agreed in advance of the transfer.

23. Adjustment of Expense Related Allowances

- 23.1 Effective from 1st July each year, the meal allowance and vehicle allowance must be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

Allowance	Applicable Consumer Price Index Figure
Meal Allowance	Take away and fast foods sub-group.
Vehicle Allowance	ATO guidelines.

24. Payment of Salaries

- 24.1 Salaries shall be paid monthly or at such regular intervals as may be agreed between the Employer and the Employee or majority of Employees concerned.

24.2 Salaries will be paid to a nominated financial institution by electronic funds transfer.

25. Superannuation

25.1 Superannuation legislation

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

25.2 Employer contributions

- (a) The Employer will make such Superannuation contributions to a Superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the Superannuation Guarantee Charge (SCG) under the relevant Superannuation legislation with respect to that Employee ('the minimum contribution').
- (b) Notwithstanding its obligation to make the minimum contribution, the Employer will:
- (c) For Employees in Job Grade 1-10, make a contribution equivalent to twelve percent (12%) inclusive of the minimum contribution of the Employee's Base Salary when the Employee elects to direct the full Employer contribution to the Employee's nominated superannuation fund ('Employer 12% Contribution').
- (d) Instead of receiving the full Employer 12% Contribution into their superannuation fund, an Employee in Job Grade 1-10 may elect in writing to receive an additional salary allowance that is the equivalent of the post-taxation difference between the Employer 12% Contribution and the minimum contribution required, or a portion of this difference, instead of nominating the Employer to contribute the full Employer 12% Contribution to the Employee's

nominated fund. Where such an election applies, the Employer will contribute an amount equal to at least the percentage of the minimum contribution required of the Employee's OTE to the Employee's nominated superannuation fund.

- (e) Where there is a legislated increase in the minimum contribution of the SCG, the Employer shall maintain its 12% Contribution rate, and the increase to the minimum contribution shall be absorbed. Should the SGC minimum contribution rate exceed the Employer 12% Contribution rate, the Employer will meet the SGC minimum contribution rate.
- (f) Packaged Employees will have the minimum contribution deducted from their Total Fixed Remuneration rate which will be remitted to the Employee's eligible superannuation fund.
- (g) A Packaged Employee who is currently a member of a CSR Defined Benefit Scheme will have the SGC minimum, or an amount required under the Trust Deed, deducted from their package and remitted to their eligible superannuation fund. The Defined Benefit shall be determined using the **Deemed Base Salary** or any other amount defined under the Trust Deed.

25.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation salary of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in **clause 25.2 of this Agreement**.
- (b) An Employee may adjust the amount the Employee has authorised the Employer to pay from the salary of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- (c) The Employer must pay the amount authorised under **clauses 25.3(a) and 25.3(b) of this Agreement** no later than 28 days after the end of the month in which the deduction authorised under **clauses 25.3(a) and 25.3(b) of this Agreement** were made.

25.4 Superannuation fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in **clause 25.2 of this Agreement** to another superannuation fund that is chosen by the Employee, the Employer must

make the superannuation contributions provided for in **clause 25.2 of this Agreement** and pay the amount authorised under **clauses 25.3(a) and 25.3(b) of this Agreement** to one of the following superannuation funds or its successor:

- (a) 'Viridian Superannuation Plan, a sub-plan of the Plum Superannuation Fund' and CSR Superannuation, a sub-plan of Russell SuperSolution Master Trust.
- (b) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.
- (c) a superannuation fund or scheme where the Employee is a Defined Benefit Member.

Part 5 Hours of Work and Related Matters

26. Hours

- (a) The ordinary hours of work will not exceed an average of 38 per week provided that:
 - (i) The ordinary hours of an Employee shall not exceed the ordinary hours worked by the majority of Employees at that Employee's workplace.
 - (ii) In any arrangement where the ordinary working hours are to exceed 8 on any day, the arrangement shall be subject to agreement between the Employer and individual Employee or majority of Employees concerned.

27. Shift Work

27.1 Employees working afternoon shift or night shift over a five day roster shall be paid the following shift allowances, calculated as a percentage of Base Salary for the appropriate job classification:

- | | |
|--------------------------------|-----|
| (a) Afternoon shift | 17% |
| (b) Night shift – rotating | 20% |
| (c) Night shift – non-rotating | 30% |

- 27.2 An Employee working a non-continuous shift roster which requires work on Saturday will be paid at the rate of time and a half calculated at the Employee's Base Salary having been reduced to an hourly rate.
- 27.3 An Employee working a non-continuous shift roster which requires work on Sunday will be paid at the rate of double time calculated at the Employee's Base Salary having been reduced to an hourly rate.
- 27.4 The payments in clauses 27.2 and 27.3 of this Agreement are in lieu of the allowances provided for in clause 27.1 of this Agreement.
- 27.5 For the purpose of this clause, Saturday and Sunday shifts are those shifts occurring between 12.00 midnight Friday and 11.00pm Sunday, or 8.00am Saturday and 7.00am Monday, according to local custom.
- 27.6 Employees working a seven-day continuous roster shall be paid an allowance in lieu of afternoon and night shift allowances, weekend penalty rates and payment for any rostered overtime shift included in the cycle. Provided that Employees working a seven-day continuous roster which operates over a 4 week, 38 hours per week roster cycle shall be paid a shift allowance of 40% of Base Salary for time worked.
- 27.7 Shift allowances prescribed by this clause will not be payable where the time worked attracts an overtime payment in accordance with this Agreement, such as weekends and public holidays for example.

28. Overtime

- 28.1 Employees may be expected to work reasonable hours in excess of ordinary working hours.
- 28.2 An Employee who is requested to work in excess of the hours prescribed in clauses 26 or 27 of this Agreement, shall be paid in accordance with this clause.
- 28.3 Payment for overtime shall only apply to an Employee whose position has been graded at Job Grade 8 or less in accordance with the job grading system used by the Employer and set out in clause 17 of this Agreement.
- 28.4 Payment for approved overtime worked will be additional pay for specific hours worked, or alternatively and subject to agreement between the Employee and the Employer, payment may take the form of:
- (a) Equivalent ordinary time off in lieu.

- (b) An allowance that realistically reflects the expected amount of overtime to be worked.
- (c) An annual rate of salary set in recognition of the hours of work involved.

28.5 Except as provided for in clause 28.3 of the Agreement, payment for specific hours worked outside ordinary working hours, shall be as follows calculated at the Employee's Base Salary having been reduced to an hourly rate:

Monday to Friday	Time and a half for the first 2 hours and double time thereafter.
Saturday	Time and a half for the first 2 hours and double time thereafter.
Sunday	Double time.
If rostered on seven-day continuous shift work	Double time for all time worked in excess of ordinary working hours.
Public holidays (clause 37)	Ordinary time plus time and a half (i.e. double time and a half).

- 28.6 An Employee, after the completion of overtime shall be entitled to ten (10) consecutive hours off duty. If on the instruction of the Employer, an Employee resumes work without having ten (10) consecutive hours off duty, double time shall be paid for all time worked until the Employee has a ten (10) hour break. Eight (8) hours shall be substituted for ten (10) hours for those Employees working a twenty four (24) hour shift work pattern.
- 28.7 Where overtime is not continuous with ordinary working hours, an Employee shall be paid for a minimum of four (4) hour's work. This clause shall not apply where it is customary for the Employee to perform a specific job outside ordinary working hours.
- 28.8 Where an Employee working overtime commences or finishes work at a time when the Employee's normal means of transport is not available or practicable, the Employer shall provide or pay for transport home for the Employee.

Part 6 Leave and Public Holidays

29. Annual Leave

- 29.1 A full-time Employee is entitled to four weeks of paid annual leave during each year of service in accordance with the NES.
- 29.2 In addition to the leave prescribed above, Seven-day Continuous Shift Employees shall be allowed an additional week of annual leave per year of service. When an Employee is engaged for part of the year as a Seven-day Continuous Shift Employee, he or she shall be entitled to proportionate additional leave prescribed by this clause at the rate of half a day for each month the Employee is continuously engaged as a seven-day shift worker.
- 29.3 A part-time Employee is entitled to pro-rata portion of the full-time entitlement to annual leave based on the Employee's ordinary hours of work.
- 29.4 A Casual Employee is not entitled to paid annual leave.
- 29.5 When an Employee takes annual leave the Employee shall be paid at the following rates:
- (a) **Employees in Job Grades 1 – 10:** Payment for annual leave shall be at the Employee's Base Salary applicable at the time the Employee takes the leave.
 - (b) **Employees in Job Grades 11 and above:** Payment for annual leave shall be at the Employee's Total Fixed Remuneration applicable at the time the Employee takes the leave.
- 29.6 An Employee's entitlement to annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
- 29.7 Taking Leave:
- (a) The taking of annual leave may only be deferred by agreement between the Employer and the Employee and the period of deferment shall not exceed two (2) years from the date it accrued.
 - (b) Where an Employee has an entitlement to annual leave that exceeds six (6) weeks, the Employer may direct the Employee to take such leave.
 - (c) Unless otherwise agreed, an Employee shall not be directed to take annual leave without having at one month's previous notice.

- (d) If an Employee becomes ill or injured whilst on annual leave and produces satisfactory medical evidence of such illness or injury, the period of such illness may be counted as personal leave and not annual leave.

29.8 Shutdown:

- (a) The Employer may direct an Employee to take paid annual leave during all or part of a period where the Employer shuts down the business or part of the business where the Employee works.
- (b) Where an Employee does not have sufficient accrued annual leave for the period of the shut down, then the Employee is allowed paid leave for which they have accrued sufficient leave and given unpaid leave for the remainder of the shutdown.

29.9 Leave on termination:

- (a) Where an Employee leaves employment or the Employee's services are terminated by the Employer, payment shall be made for all accumulated leave not taken as follows:
 - (i) **Job Grades 1 – 10:** at the Employee's Base Salary.
 - (ii) **Job Grades 11 and above:** At the Employee's Total fixed Remuneration, less Employer superannuation contributions.

29.10 Cash out of annual leave

- (a) An employee may request to have his/her annual leave cashed out. All requests must be in writing and should outline the nature of the request (e.g. financial hardship). Should the request be approved, the following conditions shall apply:
 - (i) The Employee must retain an entitlement of at least 4 week's paid annual leave.
 - (ii) There is a separate agreement in writing on each occasion that leave is cashed out.
 - (iii) The Employee must be paid at least the full entitlement that would have been payable had the annual leave been taken.

- 29.11 The Employer must not exert undue influence or undue pressure on an Employee to agree to cash out an amount of annual leave.

30. Annual Leave Loading

- 30.1.** An Employee in Job Grades 1 – 10 shall receive a loading of 25% on Base Salary for annual leave subject to a limit of \$1,852.00 in respect of the annual leave which accrued in the 12 months to 31st December each year. Unless otherwise agreed between the Employer and the Association, the payment will be made in December each year and be calculated on the Base Salary then applying. The annual leave loading limit will be increased in line with the average Base Salary increase approved in the Annual Salary Review.
- 30.2.** Except that Seven-day Continuous Shift Workers, in place of the annual leave loading prescribed in clause 30.1 of this Agreement, shall be paid for their annual leave at the average rate paid as if working, including the shift provisions prescribed in clause 27 of this Agreement.
- 30.3.** Where an Employee's employment is terminated for any reason during the year, other than for serious and wilful misconduct, a pro rata loading applying for the calendar year, shall be calculated and paid at the time of termination. The limit of \$1,852.00 in respect of the loading accruing for a full twelve months shall apply pro-rata to such proportionate leave.
- 30.4.** Entitlement to annual leave and annual leave loading shall not accrue during any period when an Employee applies for and the Employer grants the Employee leave without pay.
- 30.5.** The provisions of **clause 30 of this Agreement** shall not apply to Packaged Employees as annual leave loading is included in the Total Fixed Remuneration rate.

31. Personal Leave

- 31.1** A full-time Employee is entitled to ten (10) days of paid personal leave for each year of continuous service in accordance with the NES. A part-time Employee is entitled to a pro-rata portion of the full-time entitlement of paid personal leave based on the Employee's ordinary hours of work.
- 31.2** A Casual Employee is not entitled to paid personal leave.
- 31.3** Personal leave includes paid sick leave, paid carer's leave and unpaid carer's leave.
- 31.4** A full-time or part-time Employee is entitled to paid personal leave where:
- (a) The Employee is unfit for work due to suffering from an illness or injury; or

- (b) an immediate family member of the Employee, or a member of the Employee's household, requires care or support because of personal illness or injury or an unexpected emergency affecting the member.
- 31.5 Personal leave is payable at the Employee's Base Salary for the Employee's ordinary hours of work during the period. Personal leave is paid at the Employee's Base salary for Job Grades 1 – 10 and for Job Grades 11 and above, at Total Fixed Remuneration.
- 31.6 An Employee's entitlement to paid personal leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 31.7 Where an Employee is absent on personal leave, the Employee shall, wherever practicable, prior to the commencement of the Employee's rostered start time, notify the Employer of the Employee's inability to attend for duty.
- 31.8 Where it is not practicable for the Employee to provide prior notice, the Employee must notify the Employer as soon as is reasonably practicable.
- 31.9 Notice by the Employee shall include:
- (a) The nature of the illness (if known) or injury and/or requirement to take personal leave; and
 - (b) if carer's leave, the name of the person requiring care or support and the relationship to the Employee; and
 - (c) how long the Employee expects to be away from work.
- 31.10 Documentary evidence for both paid and unpaid personal leave is required after the first single day of absence in any 12 month period in relation to a period of sick leave or carer's leave taken (or to be taken).
- 31.11 For sick leave, the Employee must provide the Employer with reasonable evidence such as a medical certificate, confirming that the Employee was, is or will be unable to attend work due to the Employee being unfit for work because of personal illness or injury.

For carer's leave, the Employee must provide the Employer with reasonable evidence such as a medical certificate, confirming that an immediate family member had, has, or will have a personal illness or injury during the period and that the

Employee is the carer; or if the care or support is due to an unexpected emergency affecting the immediate family member – a statutory declaration will be required.

- 31.12 An Employee will not be entitled to paid personal leave for any period in respect of which the Employee is receiving workers' compensation, subject to section 130 of the Act.

32. Entitlement to Unpaid Carer's Leave

- 32.1 Subject to the evidentiary and notice requirements in **clause 31 of this Agreement**, an Employee (including a Casual Employee) is entitled to up to two (2) days of unpaid carer's leave for each occasion where:

- (a) A member of the Employee's immediate family requires care or support due to an illness, injury or unexpected emergency; and
- (b) the Employee (other than a casual) has exhausted all paid personal leave entitlements.

- 32.2 Where an Employee does not satisfy the notification and evidence requirements of this clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.

33. Compassionate Leave

- 33.1 An Employee is entitled to compassionate leave in accordance with the NES.

- 33.2 An Employee is entitled to a period of two day's compassionate leave for each occasion where an immediate family member or a member of the Employee's household:

- (a) Contracts or develops a personal illness that poses a serious threat to his/her life; or
- (b) sustains a personal injury that poses a serious threat to his/her life; or
- (c) dies.

- 33.3 Where an Employee, other than a Casual Employee, takes a period of compassionate leave, the Employer must pay the Employee, for the Employee's ordinary hours of work during the period, at the Employee's Base Salary for Job Grades 1 – 10 and the Total Fixed Remuneration for Job Grades 11 and above.

33.4 Payment for the period of absence will be subject to the Employee providing to the satisfaction of the Employer, sufficient proof of death, serious illness or serious injury.

33.5 An Employee may take additional unpaid bereavement leave by agreement with the Employer.

34. Community Service Leave

34.1 An Employee is entitled to community service leave in accordance with the NES to attend:

- (a) Jury service; or
- (b) a voluntary emergency management activity with a recognised emergency management body to deal with an emergency or natural disaster.

35. Jury Service

35.1 A Full-time or Part-time Employee attending jury service during the Employee's ordinary hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of the Employee's attendance for such jury service and the amount the Employee would have received in respect of Base Salary for Job Grades 1 – 10 and Total Fixed Remuneration for Job Grades 11 and above had the Employee not attended jury service.

35.2 Where an Employee is required to attend jury service, the Employee shall:

- (a) Notify the Employer as soon as practicable of the date upon which the Employee is required to attend;
- (b) provide proof of attendance;
- (c) provide the duration of such attendance;
- (d) provide proof of the amounts received in respect of such jury service; and
- (e) return to work should the Employee be released from jury service within the Employee's ordinary hours of work.

36. Parental Leave

36.1 Employees are entitled to parental leave in accordance with the NES.

37. Public Holidays

- 37.1 An Employee is entitled to be absent from employment on a day or part-day that is a public holiday in the place where the Employee is based for work purposes.
- 37.2 Where an Employee is absent on a day or part-day which is a public holiday, the Employer will pay the Employee at the Employee's Base Salary for Job Grades 1 – 10 and Total Fixed Remuneration for Job Grades 11 and above for the Employee's ordinary hours of work on the day or part-day.
- 37.3 The Employer may request the Employee to work on a public holiday if the request is reasonable.
- 37.4 The following are the public holidays:
- (a) 1st January (New Year's Day);
 - (b) 26th January (Australia Day);
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) 25th April (Anzac day);
 - (g) The Queen's Birthday (on the day that it is celebrated in a State or Territory or a region of a State or Territory);
 - (h) Labour Day;
 - (i) Melbourne Cup Day (Melbourne only);
 - (j) State Foundation Day (Western Australia);
 - (k) Adelaide Cup Day (South Australia);
 - (l) 25th December (Christmas Day);
 - (m) 26th December (Boxing Day);
 - (n) Any other day or part-day declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or territory, as a Public Holiday, other than a day or part-day, or a kind of day or part day, that is excluded by the regulations from counting as a Public Holiday.
- 37.5 For Employees in Job Grade 8 and below, all time worked at the direction of the Employer on any of the above holidays shall be paid at the rate of double time and a half, calculated on the Employee's Base Salary having been reduced to an hourly rate with a minimum payment of 4 hours. The Employer may in lieu of payment for work performed on public holidays, grant time off not less than the equivalent of the time worked, provided that such time off shall be granted at a time suitable to both the Employee and the Employer.

- 37.6 There will be no entitlement to payment for public holidays occurring any period when an Employee applies for and the Employer grants leave without pay.
- 37.7 Where an Employee is not required to work on a public holiday and the Employee fails to work either the day before or the day after such public holiday (where the Employee was rostered to work such day), the Employee must provide the Employer with a medical certificate for the days so absent or other reasonable evidence to verify that the Employee was unfit for work.

38. Long Service Leave

38.1 Entitlement to leave

- (a) Employees shall be entitled to long service leave in accordance with this clause.

38.2 Accrual of long service leave

- (a) An Employee's entitlement to long service leave for the Employee's period of continuous service with the Employer will be calculated daily as follows:
- (i) In the case of an Employee who has completed less than seven (7) years continuous service with the Employer or with the Employer and a previous employer through a transfer of employment, long service leave shall accrue at the rate of 0.87 weeks per year.
 - (ii) In the case of an Employee who has completed a total of at least seven (7) years continuous service but less than fifteen (15) years continuous service with the Employer or with the Employer and a previous employer through a transfer of employment, the Employee's long service leave accrual shall be calculated at the rate of one (1) week per year after the seventh (7th) year and before the fifteenth (15th) year of continuous service.
 - (iii) In the case of an Employee who has completed a total of at least fifteen (15) years continuous service with the Employer or with the Employer and a previous employer through a transfer of employment, the Employee's long service leave accrual shall be retrospectively calculated at the rate of one point four (1.4) weeks per each year of continuous service. The Employee will continue to accrue long service leave at the rate of one point four (1.4) weeks for each year of continuous service thereafter.

38.3 Taking long service leave

- (a) An Employee may take a period of long service leave after at least seven (7) year's continuous service with the Employer (or if the Employee was a transferring Employee, the Employer and the old employer as the case may be).
- (b) Long service leave may be taken at a time agreed between the Employee and the Employer. The Employer must not unreasonably refuse a request by an Employee to take a period of accrued long service leave.
- (c) Where any public holiday (gazetted in the State or Territory in which the Employee usually resides) occurs during a period in which an Employee is taking a period of long service leave, the Employee will be entitled to the benefit of the public holiday and the day will not be counted as a day of long service leave taken by the Employee.
- (d) The Employer may direct an Employee to take long service leave by giving no less than one month's notice (or such other period as required by law) to the Employee of the date that the long service leave shall be taken.

38.4 Payment of Long Service Leave – General Rule

- (a) When an Employee takes long service leave, or upon termination of employment in accordance with clause 38.5 and 38.6, they shall be paid at the following rates:
 - (i) **Employees in Job Grades 1 - 10:** payment for long service leave will be at the Employee's Base Salary at the time the Employee takes the leave.
 - (ii) **Employees in Job Grades 11 and above:** payment for long service leave will be at the Employee's Total Fixed Remuneration, less the compulsory superannuation guarantee component of the Total Fixed Remuneration, applicable at the time the Employee takes the leave.

38.5 Payment of Long Service Leave – Resignation

- (a) An Employee who:

- (i) has at least seven (7) year's continuous service with the Employer (or if the Employee was a transferring Employee, the Employer and the old employer as the case may be); and
 - (ii) whose employment is terminated (either by the Employer or the Employee) for any reason will be paid the Employee's accrued but untaken long service leave on termination of their employment calculated on the basis set out in clause 38.2 of this Agreement.
- (b) Where termination of employment occurs after one (1) year's continuous service with the Employer due to:
- (i) resignation or retirement at age 52 or more; or
 - (ii) death or incapacity at any age,

the Employee will receive payment for long service leave calculated on the basis of one point four (1.4) weeks per year of service with the Employer. The payment for long service leave due to resignation or retirement at age 52 or more after one (1) year's continuous service with the Employer shall only apply to Employees employed by CSR on or before 1 March 2004.

38.6 Payment of long service leave - Retrenchment

Seven (7) years or more continuous service

- (a) Employees who are retrenched by the Employer with seven (7) or more year's continuous service with the Employer (or if the Employee was a transferring Employee, the Employer and the old employer as the case may be) will be paid their accrued but untaken long service leave on termination of their employment calculated on the basis set out below:

(i) Employees under age 52 – calculated as per the rates set out in clause 38.2 of this Agreement for the Employee's years' of continuous service with the Employer.

(ii) Employees aged 52 and over -

- (A) Where an Employee under this subclause of the Agreement, by application of their service being between 7 years' and less than 8 years' continuous service with the Employer, has a long service leave entitlement on retrenchment lower than clause 36.8(b)(ii) in this

Agreement then long service leave shall be calculated at the rate of one point four (1.4) weeks' per each year of service at a minimum floor of service of 6.9973 years' (being one day less than 7 years'), pro-rata to completed days of service.

- (B) Where an Employee has between 8 years' and less than 15 years' continuous service with the Employer, has an entitlement to long service leave on retrenchment then is shall be calculated at the rate of one (1) week per each year of service with the Employer, pro-rata to completed days of service.
- (C) Where an Employee has 15 or more years' continuous service with the Employer, an entitlement to long service leave on retrenchment shall be retrospectively calculated at the rate of one point four (1.4) weeks' per each year of service with the Employer, pro-rata to completed days of service. The calculation of long service leave on retrenchment as defined in clauses 38.6(a)(ii)(A) and 38.6(a)(ii)(B) shall not apply.

Less than seven (7) year's continuous service

- (b) Employees who are retrenched by the Employer with less than seven (7) year's continuous service with the Employer (or if the Employee was a transferring Employee, the Employer and the old employer as the case may be) will be entitled to the payment at the termination of their employment of pro-rata long service leave calculated as set out below:

- (i) Employees under age 52** – calculated at the rate of one (1) week per each year of continuous service with the Employer, pro-rata to completed days of service.

- (ii) Employees aged 52 and over** – calculated at the rate of one point four (1.4) weeks' per each year of continuous service with the Employer, pro-rata to completed days of service.

38.7 Calculation of continuous service

- (a) The following absences shall not break the Employee's Continuous Service (or continuity of service) and shall, subject to any limitation herein, count as service:
 - (i) Absence on any Annual Leave or Long Service Leave;

- (ii) Absence following any termination of the employment by the Employer if such termination has been made merely with the intention of avoiding obligations under this clause in respect of Long Service Leave;
 - (iii) Absence necessitated by personal sickness or injury of which not more than fifteen working days a year shall count as service;
 - (iv) Absence in respect of any period during which the employee is performing community service leave in accordance with the *Fair Work Act 2009 (Cth)*, including jury service, provided that the Employee as soon as reasonably practicable on the completion of any such service resumes employment with the Employer.
- (b) For the purpose of this clause, the following absences shall not break the Employee's **Continuous Service** (or continuity of service), but the period of such absence shall not count as part of continuous service for the accrual of long service leave:
- (i) Absence following any termination of the employment by the Employer on the ground of slackness of trade if the Employee is re-employed by the Employer within a period not exceeding six (6) months from the date of such termination.
 - (ii) Absence of the Employee authorised by the Employer at any time (except for paid leave), including but not limited to unpaid leave, parental or adoption leave.
 - (iii) Absence arising directly or indirectly from an industrial dispute but only if the Employee returns to work in accordance with the terms of settlement of the dispute.

38.8 Service before commencement of the Agreement

- (a) For the purpose of calculating the entitlement to long service leave, continuous service of an Employee prior to the coming into operation of this Agreement shall be taken into account.

38.9 Method of payment

- (a) Payment for long service leave shall be made in one of the following ways:
 - (i) in full before the Employee goes on long service leave;
 - (ii) at the same time as the Employee's salary would have been paid if the Employee had remained at work; or
 - (iii) in any other way agreed between the Employer and the Employee.

38.10 Leave to be in satisfaction of all rights

- (a) The entitlement to long service leave provided for in this clause shall be in substitution for and satisfaction of any other long service leave, or benefit in the nature of long service leave, to which the Employee may be entitled in respect of the service referred to in clause 38 of this Agreement.

38.11 Records

- (a) The Employer shall keep an adequate long service leave record.

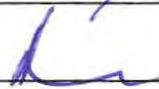
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SIGNATORIES TO CSR SALARIED STAFF AGREEMENT 2016

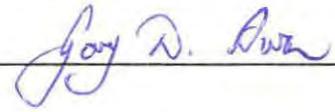
For and on behalf of CSR Limited by its authorised representative:

Date: 24.3.16 Full Name: LUKE MURPHY
Position: ECM - HUMAN RESOURCES
Address: 39 DELHI ROAD NORTH RYDE
: NSW 2113
Signature: 

For and on behalf of CSR Limited salaried employees by its authorised representative:

Date: 24.3.16 Full Name: Donald Alan McArthur
Position: Procurement Process Governance & Improvement
Manager
Address: 39 Delhi Rd
: North Ryde NSW 2113
Signature: 

For and on behalf of the CSR & Holcim Staff Association by its authorised representative:

Date: 24/3/16 Full Name: GARY DAVID SWAN
Position: Secretary, CSR & Holcim Staff Association
Address: 60 Addison Ave
: Roseville NSW 2069
Signature: 

UNDERTAKINGS

AG2016/2617- CSR SALARIED STAFF AGREEMENT 2016

CSR Limited makes the following Undertakings with respect to the *CSR Salaried Staff Agreement 2016* (AG2016/2617) ("**Agreement**") as follows:

1. Clause 13- Part time

Clause 13.3(a)(iv) of the Agreement shall be replaced with the following:

A Part time Employee's ordinary hours of work may be increased or reduced by agreement recorded in writing between the Employee and Employer. A Part time Employee who works in excess of the number of daily ordinary hours fixed at the workplace or in excess of their agreed ordinary hours of work each week shall be paid overtime in accordance with clause 28-Overtime of this Agreement.

2. Clause 13- Minimum Engagement of Part Time Employees

Insert a new clause 13(a)(v) to be:

"A Part time Employee shall have a minimum engagement of 3 hours."

3. Clause 14- Minimum Engagement of Casual Employees

Insert a new clause 14.1(c) to be:

"A Casual Employee shall have a minimum engagement of:

(i) 7.6 hours for Casual Employees covered by Joinery and Building Trades Award; and

(ii) 4 hours for all other Casual Employees."

4. Clause 17- Level 1 Salary

The bolded heading "**Level 1 [Job Grades 1 – 4] \$41,000**" in Clause 17.3 should be deleted and replaced with the following bold heading:

"Level 1 [Job Grades 1 – 4]: \$41,000, save for the following"

(a) Employees covered by the Storage Services and Wholesale Award 2010 classification Grades 1 – 3 whose ordinary hours commence at 6:00am Monday to Friday- \$42,650;

(b) Employees who are regularly rostered to work their ordinary hours on a Saturday - \$46,407;

5. Clause 17- Level 2 Salary

The minimum salary for Level 2 in clause 17.3 is to be replaced with \$52,200

6. Clause 18 - Junior Rates

The parties have agreed to alter the table in clause 18 of the Agreement, by way of an undertaking as follows:

Age	<i>% of adult Agreement rate for the appropriate level as contained in clause 17.1 of this Agreement</i>
16	55%
17	64%
18	72%
19 & over	Full Adult Rate
	<i>This clause shall have no effect to any junior employee who would be covered by the <i>Joinery and Building Trades Award 2010</i> or the <i>Professional Employees Award 2010</i>.</i>

7. Clause 19- Non Agreement Benefits

Insert a new clause 19.1(bb) as follows:

“The non-Agreement benefits that can be offset in accordance with this clause are limited to salary sacrificing arrangements for Employees, with such benefits to include but not be limited to: novated leasing of motor vehicles, Employee superannuation contributions (as referred to in clause 19.1(c) below), the provision of electronic equipment, Employee share schemes and other similar Employee beneficial arrangements.”

Insert a new clause 19.1(g) as follows:

“Where a Non Agreement Benefit agreement is entered under this clause 19, the employee shall not be disadvantaged with respect to:

- (i) the combined value of their total remuneration (which may include Base Salary, Non Agreement Benefits and superannuation) prior to entering into the Non Agreement Benefit;*
- (ii) as compared to the value of their combined total remuneration (factoring in any additional taxation component however arising) subsequent to entering into the Non Agreement Benefit”*

8. Clause 26 – Hours

Insert a new subclause 26.(b) as follows:

“Employees’ ordinary hours of work may be rostered during the following span:

- (i) Monday – Friday (inclusive) - 6:00am to 6:00pm*
- (ii) Saturday – 6:00am to 6:00pm*

save that all Employees who are covered by the Joinery and Building Trades Award 2010 will not work their ordinary hours on a Saturday.”

9. Clause 27 – Shift Work

Insert a new clause 27.8 as follows:

“No Employee covered by the Joinery and Building Trades Award 2010 will work shift work in accordance with this clause.”

Date: 16 / 5 /2016

Signature of Employer Representative:



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Full name of Employer Representative: Luke Duncan Murphy

.....

39 Delhi Road North Ryde, NSW 2113

Full Address:

.....

.....

Explanation of employer representative capacity to sign: Duly Authorised Management Representative for this Agreement

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.....

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Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (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 enterprise 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
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.