



# CBH Esperance Plant Operator Union Collective Agreement 2024

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# **PART ONE – APPLICATION AND OPERATION OF AGREEMENT**

## **1. TITLE**

1.1 The title of this Agreement is the CBH Esperance Plant Operator Union Collective Agreement 2024.

## **2. ARRANGEMENT**

2.1 This Agreement is arranged as follows:

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### 3. DEFINITIONS

- 3.1 "Agreement" means the CBH Esperance Plant Operator Union Collective Agreement 2024.
- 3.2 "Afternoon Shift" means an afternoon shift described in clause 18.33 for Monday to Friday Employees.
- 3.3 "AO" means an Authorised Officer under the Export Control Act 1982 (Cth).
- 3.4 "Award" means the Storage Services and Wholesale Award 2020.
- 3.5 "Day Shift" means a day shift described in clause 18.7.1 for Terminal based Rotating Shift Employees and in clause 18.33 for Monday to Friday employees.
- 3.6 "Depot" means the Chadwick, Brazier Street and Shark Lake Employer locations at which Employees are employed in Plant Operator positions.
- 3.7 "Employee" means an employee covered by this Agreement who is employed by the Employer at the Terminal or Depot in a plant operator position.
- 3.8 "Employer" means Co-operative Bulk Handling Limited.
- 3.9 "Fixed Day Shift" means a day shift described in clause 18.7.1.
- 3.10 "Fixed Term Employee" means an Employee employed for a fixed period of time.
- 3.11 "Flexible Day Shift" means a day shift described in clause 18.7.2.
- 3.12 "Harvest Depot Rotating Shift Roster" means the rotating shift roster for the Depots set out at Appendix A.
- 3.13 "Immediate Family" means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
  - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - (c) a permanent and regular member of the Employee's household.
- 3.14 "Monday to Friday Day Shift Rate" and "Monday to Friday Afternoon Shift Rate" means the rates of pay for the relevant classification set out in clause 19.
- 3.15 "Monday to Friday Employee" means Employees employed on the Monday to Friday roster in a Plant Operator position.
- 3.16 "Monday to Friday Roster" means the Monday to Friday roster set out at Appendix A.
- 3.17 "Multi-Purpose Shift Rate" means the "MP Shift Per Hour" rate of pay for the relevant classification set out in clause 19.
- 3.18 "Multi-Purpose Day Shift Rate" means the "MP Day Shift Per Hour" rate of pay for the relevant classification set out in clause 19.
- 3.19 "Night Shift" means a night shift described in clause 18.7.3 for Rotating Shift Employees.
- 3.20 "Part-time Employee" means an Employee working less than the ordinary hours of work described in clauses 18.2, 18.17 and 18.29.
- 3.21 "Rotating Shift Employee" means Employees employed on the rotating shift roster in a Plant Operator position at the Terminal or Depot.
- 3.22 "Rotating Shift Roster" means the rotating shift roster for the Terminal set out at Appendix A.
- 3.23 "Standard Depot Rotating Shift Roster" means the rotating shift roster for the Depot set out at Appendix A.
- 3.24 "Terminal" means the Employer's grain terminal located at the Employer-operated port in Esperance.
- 3.25 "Union" means the Australian Worker's Union.

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## **4. COMMITMENT**

- 4.1 The parties to this Agreement have implemented a working arrangement that benefits the Employer and Employees, growers, customers and suppliers. They recognise that the efficient operation of the Terminal and Depot is critical to delivering value to growers and to meeting service requirements.
- 4.2 Such efficient operation is only achievable by the Employer and Employees being committed to working together to use the flexibilities within this Agreement. Such flexibilities encompass work teams and the ability to work within a team environment.
- 4.3 In return, the Employer agrees to provide the support framework for these teams whilst ensuring that each team member is adequately rewarded for their efforts. Continuous process improvement will become an ongoing part of the future commitment by all parties to this Agreement and this improvement will need to be measured so that progress can be monitored.
- 4.4 In determining job rotation between functions, the employer will give consideration to the health, well-being and safety of all employees in accordance with company policies and procedures.

## **5. PARTIES BOUND**

- 5.1 The Agreement will be binding on the Employer and all Employees employed by the Employer at the Terminal or Depot in a Plant Operator position.

## **6. COMMENCEMENT AND DURATION**

- 6.1 This Agreement shall be lodged with the Fair Work Commission and shall commence to operate seven days from the date of approval by the Fair Work Commission.
- 6.2 The nominal expiry date of the Agreement shall be 1 March 2028.
- 6.3 After the expiry date, the terms and conditions of the Agreement will continue to apply until a new Agreement is reached.

## **7. RELATIONSHIP TO OTHER INSTRUMENTS**

- 7.1 This Agreement supersedes and replaces the CBH Esperance Plant Operators Union Collective Agreement 2021.
- 7.2 The Storage Services and Wholesale Award 2020 is the relevant modern award for determining if the better off overall test is satisfied.
- 7.3 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.

## **8. COMPREHENSIVE AGREEMENT**

- 8.1 The parties acknowledge that this Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties. There shall be no enterprise bargaining during the term of this Agreement, other than enterprise bargaining that may commence for a replacement agreement within a reasonable period of time prior to the expiry of the Agreement. The parties will use best endeavours to commence bargaining for a replacement agreement no later than six months prior to the expiry of the Agreement.

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- 8.2 Where this Agreement contains references to a policy or procedure of the Employer, that policy or procedure is not incorporated into this Agreement.

## **PART TWO – EMPLOYER AND EMPLOYEE DUTIES, TYPES OF EMPLOYMENT AND RELATED ARRANGEMENTS**

### **9. CONTINUOUS IMPROVEMENT**

- 9.1 The parties agree that continuous improvement will be an objective of all Employees. Employees will be proactive and instigate new and innovative ideas to strive for the successful pursuit of performance improvement.
- 9.2 Employees and the Employer shall be responsible for the ongoing review of working arrangements at the Terminal or Depot and the practical application of this Agreement. Employees may also make recommendations to their supervisor or manager, as appropriate, on how working arrangements, plant productivity or operational efficiency may be improved within the scope of this Agreement. All Employees are committed to achieving the Employer's corporate objectives.

### **10. SAFETY**

- 10.1 The Employer and Employees are committed to promote zero injuries, to partner a safe working environment and safe systems of work by monitoring and reviewing safety procedures, training, equipment and work practices and where necessary, changing them.
- 10.2 Employees and the Employer agree to comply with all safety laws, regulations, policies and procedures at all times.

### **11. POSITION REQUIREMENTS**

- 11.1 Employees are required to carry out various functions and duties in co-operation with other Employees, growers, customers, maintenance employees, and managers. Such functions include the receipt, storage, caretaking and out loading of grain and other products, and weighbridge duties including staffing weighbridges, late harvest deliveries, domestic outturn, depot check weighs and road movement authority entry. Employees will also be required to perform other duties as necessary, within the Employee's classification level of competence, provided that such duties are safe, and not designed to de-skill, and will lend to the efficient operations of the Terminal or Depot.
- 11.2 Employees will be required to communicate effectively both verbally and in writing with other employees, growers and customers in a commercial environment, and agree that this is crucial to the effective operation of the Terminal and Depots.
- 11.3 It is also desirable that Employees undertake training and train other employees as required by the Employer, to ensure that the necessary skills are acquired for the effective operation of the Terminal and Depots.
- 11.4 Teamwork is an ongoing commitment by all Employees. Accordingly, Employees will be responsible for assisting other employees in the performance of such work and also in performing such duties using such equipment as is relevant to the position and reasonable within their skills, competence and training.
- 11.5 The Employees agree in principle to performing AO duties as described in clause 11.6.
- 11.6 On request by the Employer, Employees will be responsible for:
- 11.6.1 undertaking duties specifically associated with AO responsibilities. Where AO duties are required:

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- 11.6.1.1 the Employer agrees to consult with Employees and/or their nominated representative which may include the Union regarding working arrangements and requirements associated with AO duties;
  - 11.6.1.2 training necessary to effectively carry out AO duties will be conducted;
  - 11.6.1.3 those duties will be picked up as additional labour to the normal staffing requirements; and
  - 11.6.1.4 Employees undertaking AO duties shall not undertake such duties outside the Terminal, and shall only undertake AO duties if they are associated with the work of the Terminal, unless otherwise agreed;
- 11.6.2 undertaking Step-Up Supervisor duties at the Terminal or a Depot, upon mutual agreement by the Employer and Employee. This role includes assisting in the management, operation and administration of the Terminal or Depot, supervision of Employees, monitoring plant hygiene, ensuring quality management, effective OH&S management and fire warden duties;
  - 11.6.3 carrying out various functions and duties within the relevant classification level at a Depot for the efficient operations of the Depot.
  - 11.6.4 During Harvest, Team Leader in Charge duties will start on 15 October and end on 1 January, unless CBH triggers the start of harvest prior to this time.
  - 11.6.5 for Employees at a Depot, Team Leader in Charge duties during the harvest period, including managing and leading a team, conducting daily pre-start meetings, conducting site inductions, supervision of employees (including addressing any performance / behaviour issues), scheduling of casual staff to suit operational need, optimising Depot efficiency, set up of all machinery, maintaining Depot hygiene levels, completion of timesheets, problem solving and effective communication between other Employees identified as in change, supervisors and tarping contractors; and
  - 11.6.6 undertaking Higher Duties at the Terminal on a voluntary basis to cover a period of leave taken by a supervisor, on request by the Employer and agreement by the Employee. Where an Employee has agreed to undertake Higher Duties, the Employee will perform the duties of a supervisor for the period of leave.

## **12. TYPES OF EMPLOYMENT**

- 12.1 Employees under this Agreement will be employed on a permanent (full time or part time), fixed term or casual basis.
- 12.2 Employees covered by the Agreement who work in roster patterns which require them to regularly work on Sundays and public holidays are shift workers for the purposes of the National Employment Standards.

## **13. CASUAL EMPLOYEES**

- 13.1 Casual Employees will be paid the applicable hourly rate of pay for their classification prescribed in clauses 19.4 to 19.7 of this Agreement, in accordance with the following:
  - 13.1.1 the Core Rate will be paid for all hours worked Monday – Friday, where the shift is less than 12 hours in duration;
  - 13.1.2 the Composite 1 rate will be paid for all hours worked on a Saturday (12:00am - 11:59pm) or where a 12-hour day shift is worked, being a 12-hour shift commencing any time between 6:00am and 12:00 noon;

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- 13.1.3 the Composite 2 rate will be paid for all hours worked on a Sunday (12:00am – 11:59pm) or where a 12-hour night shift is worked, being a 12-hour night shift commencing at 7:00pm;
- 13.1.4 all hours worked on a public holiday will be paid at the Composite 2 rate.
- 13.2 The casual rates of pay include any allowances and payments prescribed in clause 19.1, and also include a 25% casual loading which is paid in lieu of entitlements to leave and in compensation for the casual nature of employment.
- 13.3 The hours of work of casual Employees shall be as offered to them by the Employer to suit operational need.
- 13.4 The rates provide flexibility to employ casual labour for actual hours required by Employer operations at any time on any day.
- 13.5 Casual Employees will not be required to work more than five (5) hours without a meal break of 30 minutes, unless otherwise agreed with the relevant Employee, in which case that Employee will not be required to work more than six (6) hours without a meal break of 30 minutes. Meal breaks will only be paid when working a 12-hour shift.
- 13.6 No Casual Employee is expected to work longer than 3 hours before commencing a meal break of 30 minutes (if clause 13.5 applies), or otherwise a paid 15-minute rest break.
- 13.7 Where a Casual Employee works a rostered 12-hour shift (or where a shift of less than 12 hours is extended to a 12-hour shift at the commencement of the shift), the Casual Employee will be entitled to two 30-minute paid meal breaks and two 15-minute paid rest breaks (or by mutual agreement three 30-minute paid meal breaks), which may be taken over the twelve (12) hour shift.
- 13.8 Subject to clause 13.5, the time and manner of taking a meal break or a rest break may be altered by the Employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 13.9 Casual Employees shall be paid for a minimum of 4 hours for any shift.
- 13.10 Casual Employees will be entitled to a minimum rest break of 12 hours between shifts, subject to mutual agreement this can be reduced to a ten-hour break between shifts.
- 13.11 Casual Employees shall not be entitled to paid leave under this Agreement, with the exception of Long Service Leave and Family and Domestic Violence Leave, in accordance with the National Employment Standards, or the Employer's procedure, whichever provides for a greater entitlement.
- 13.12 There are two classifications for Harvest Casuels:
- 13.12.1 Harvest Casual on Commencement which will apply to a Harvest Casual in their first and second year as a harvest casual; and
- 13.12.2 Experienced Harvest Casual which will apply as follows:
- 13.12.2.1 a Harvest Casual who has completed two consecutive harvests, that is at the start of their third harvest, or
- 13.12.2.2 by appointment from the Terminal Manager at the start of their second harvest. This will be based on feedback from supervisors and the IC provided at the end of their first harvest.
- 13.12.3 Harvest Casual Employees will be paid the rates as prescribed in clause 19 of this Agreement and will receive the relevant training applicable to the Casual on Commencement classification.
- 13.13 Harvest Casual Employees will commence on or after 1 September each year and will cease employment by the end of February of the following calendar year. Should there be a requirement to adjust these dates due to operational requirements, CBH shall advise the ERC.



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- 13.14 Progression through casual grading shall be in accordance with a developed set of guidelines. A training matrix is to be developed in conjunction with the Employee Representative Committee.

## 14. PROBATIONARY PERIOD

- 14.1 All new Employees employed on a permanent basis will be appointed to a position on a probationary basis for a period of up to three (3) months. This period may be extended at the Employer's discretion for up to a further three (3) month period or waived at the Employer's discretion in the case of an Employee transitioning from a casual position to a permanent position.

## 15. SUPERANNUATION

- 15.1 Superannuation shall be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).
- 15.2 Contributions shall be paid into an eligible fund nominated by the Employee.
- 15.3 In the case of a new Employee, the Employer will ascertain from the Australian Taxation Office (ATO) if they have an existing superannuation fund and if so, make superannuation contributions into that account if the employee does not notify them otherwise. If a new Employee notifies the Employer that they have an alternative preferred complying fund using the Standard Choice form, the Employer will make contributions into that fund.
- 15.4 Employees shall accrue superannuation based on ordinary time earnings, according to the ordinary hours of work for the relevant Employee (being an average of 42 hours per week for a full-time Rotating Shift Employee as per clauses 18.2 and 18.17, and 42 hours per week for a full-time Monday – Friday employee, as per clause 18.29).

## 16. TERMINATION OF EMPLOYMENT

- 16.1 If an Employee is engaged on a permanent or (subject to clause 16.9) fixed term basis and they have successfully completed any required probation period, the Employer may terminate the contract of employment at any time, given a valid reason, by giving the period of notice in writing set out below.

<b>Period of Your Continuous Service With the Employer</b>	<b>Period of Notice *</b>
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 but not more than 5 years	3 weeks
More than 5 years	4 weeks
*Add one week if the Employee is over 45 years old and has completed at least 2 years continuous service with the Employer	

- 16.2 If the Employee is engaged on a permanent or (or subject to clause 16.9) fixed term basis and they have successfully completed any required probation period, the Employee may terminate the contract of employment at any time, by giving one weeks' notice in writing.
- 16.3 When engaged as a casual Employee, employment may be terminated at any time by either party giving one hours' notice to the other party.
- 16.4 If an Employee is on probation, their employment may be terminated at any time by either party giving one week's notice to the other party.

- 16.5 The Employer may pay the Employee in lieu of all or some of the notice to which they are entitled under clause 16. Payment in lieu of notice must equal the total of all amounts the Employee would have received if the Employee had worked until the end of the notice period and his or her employment had not been terminated sooner.
- 16.6 If the Employee fails to give the required period of notice, or they give notice or are given notice but leave before the end of the required notice period, the Employee must pay the Employer an amount equal to the part of the required notice period not worked.
- 16.7 Unless otherwise agreed with the Employer, an Employee that gives the required period of notice must not take annual leave or long service leave during the notice period.
- 16.8 Nothing in this clause affects the Employer's right to dismiss an Employee without notice for serious misconduct, in which case payment will only be made up until the date of dismissal.
- 16.9 The notice provisions of this clause 16 apply to Fixed Term Employees provided that if any part of the period of notice calculated under clause 16.1 or 16.2 (as applicable) extends beyond the expiry of the fixed term period, that part of the notice period will be paid as payment in lieu of notice.
- 16.10 All time in lieu owing to an Employee at the time of their termination of employment with the Employer shall be paid to the Employee at the relevant rate of pay in accordance with clauses 18.15, 18.27 and 18.37.
- 16.11 The Employer may deduct payment for any day or part of a day that the employee cannot be usefully employed, due to a cessation of operations, either wholly or in part, because of an industrial dispute, including any strike, ban or limitation.

## 17. REDUNDANCY

- 17.1 Subject to clause 17.4 Employees are entitled to be paid redundancy pay by Employer if their employment is terminated at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone; except where this is due to the ordinary and customary turnover of labour or because of the insolvency or bankruptcy of the Employer.
- 17.2 The following table outlines the entitlement to redundancy pay which is calculated based on the Employee's current rate of pay, for their ordinary hours of work (being an average of 42 hours per week for a full-time Rotating Shift Employee, as per clauses 18.2 and 18.17, and clause 18.29 for those on a Monday – Friday roster). This excludes rates applicable to Employees on higher duties or secondments.

<b>EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE WITH THE EMPLOYER</b>	<b>ENTITLEMENT</b>
Not more than 1 year	1 week
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 15 years	3 weeks per year of service
15 years of service	4 weeks per year of service capped at 78 weeks.

- 17.3 The amount of redundancy pay is in addition to the payment for the period of notice of termination.

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- 17.4 Employees are not eligible for redundancy if their employment is casual, or fixed term (where the Employee works out or is paid in lieu of working the full period of employment under the fixed term contract), or where the Employer obtains suitable alternative employment for the Employee.

## **PART THREE - PLANT OPERATOR EMPLOYEES**

### **18. HOURS OF WORK**

#### **Terminal Based Employees**

- 18.1 Clauses 18.2 to 18.15 apply to Terminal based Rotating Shift Employees employed on a permanent or fixed term basis (only).
- 18.2 Ordinary hours of work for Terminal based Rotating Shift Employees shall be an average of 42 hours per week, comprising 38 hours plus 4 additional hours per week. These hours shall be worked in accordance with the relevant Rotating Shift Roster in a pattern of 4 shifts on, 4 shifts off, inclusive of Saturdays, Sundays and Public Holidays.
- 18.3 The parties agree that:
- 18.3.1 the additional hours described in clause 18.2 are reasonable for the purposes of section 62 of the *Fair Work Act 2009*, unless the Employee notifies the Employer otherwise; and
  - 18.3.2 the Employer may request Terminal based Rotating Shift Employees to work reasonable additional hours per week (overtime) above the hours described in clause 18.2, in accordance with the *Fair Work Act 2009*, taking into consideration the matters set out in section 62(3) of the *Fair Work Act 2009* such as (as at the date of this Agreement) the Employee's personal circumstances, including family responsibilities, and the needs of the workplace in which the Employee is employed.
- 18.4 The provisions of clause 18.2 will apply pro rata to part-time Terminal based Rotating Shift Employees, dependent on their hours of work.
- 18.5 Structure:
- 18.5.1 Shifts shall be 12 hours in duration, inclusive of paid meal breaks.
  - 18.5.2 All ordinary hours of work for Terminal based Rotating Shift Employees will be paid at the applicable Multi-Purpose Shift Rate in accordance with clause 19. The parties acknowledge that these rates are for Terminal based Rotating Shift Employees who work an average of 38 hours plus 4 additional hours per week in accordance with clause 18.2 above.
  - 18.5.3 Terminal based Rotating Shift Employees will be required to work on a rotating shift basis in accordance with the relevant Rotating Shift Roster, currently set out in Appendix A, being a minimum of 12 panels of 2 on shift rotation (paid at the applicable Multi-Purpose Shift Rate). This will include working a combination of Fixed Day Shifts, Flexible Day Shifts and Night Shifts.
  - 18.5.4 The parties agree that it is the role of the supervisors to manage numbers on shifts so as to match functions, allocation of individuals to activities, performance monitoring and reviews, and pick up of Casual Employees. Allocation of individuals to activities with job rotation to remain.
  - 18.5.5 Terminal based Rotating Shift Employees must have a minimum ten-hour break between shifts.
- 18.6 Shift start times are set out in clause 18.7. Sliding start times for shifts may be required to align shifts with operations.
- 18.7 For Terminal based Rotating Shift Employees:

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- 18.7.1 the starting time for Fixed Day Shift is 7:00am (or between 6:00am and 7:00am by mutual agreement);
- 18.7.2 the starting time for Flexible Day Shift is 7:00am (or between 6:00am and 7:00am by mutual agreement), but may slide later in the day to start between 7:00am and 12:00pm (noon) with notice being given:
- 18.7.2.1 where the first shift in a block is sliding, within 48 hours' notice of the shift commencing;
- 18.7.2.2 where any other shift in a block is sliding, before completion of the shift immediately prior to the sliding shift;
- or otherwise by mutual agreement, before completion of the shift immediately prior to the sliding shift.
- For the avoidance of doubt, a default start time of 7:00am shall apply for the first shift in a block, if notification is not received prior to completion of the previous block (or where mutual agreement has been reached with the Employee);
- 18.7.3 the starting time for Night Shift is 7:00pm but may slide earlier in the day to start at 7:00am where Night Shift is not required, or earlier in the day to start between 7:00am and 7:00pm, with notice being given before completion of the shift immediately prior to the sliding shift.
- 18.8 Periodically Employees may be required to extend a shift by 1.5 hours to allow for the completion of a vessel. Any time worked past midnight for this reason will attract time in lieu based on the following:
- |        |                |                      |
|--------|----------------|----------------------|
| 18.8.1 | 30 mins worked | 1 hour time in lieu  |
| 18.8.2 | 60 mins worked | 2 hours time in lieu |
| 18.8.3 | 90 mins worked | 3 hours time in lieu |
- 18.9 Employees rostered on for a Flexible Day Shift but required to work a Night Shift will be paid time and a quarter of their ordinary rate of pay, for the duration of that shift.
- 18.10 With respect to clauses 18.8 and 18.9, the Employer will, in the first instance, call for volunteers from Employees on shift, to extend the shift or work the Night Shift. Where there are insufficient volunteers, the Employer can direct an Employee to extend the shift or work a Night Shift.
- 18.11 The ordinary hours of work for Terminal based Rotating Shift Employees are inclusive of two 30-minute paid meal breaks and two 15-minute paid rest breaks (or by mutual agreement three 30-minute paid meal breaks), which may be taken over the twelve (12) hour shift. Such meal breaks or rest breaks are to be taken so as to allow for continuous operations.
- 18.12 No Terminal based Rotating Shift Employee is expected to work longer than 3 hours before commencing a meal break of 30 minutes or a paid 15-minute rest break (as applicable).
- 18.13 A Terminal based Rotating Shift Employee working the hours described in clause 18.2 may volunteer to work a maximum of two additional shifts during any one block of 4 shifts on, 4 shifts off (overtime), provided that in doing so:
- 18.13.1 the Employer's Fatigue Management Guidelines are complied with;
- 18.13.2 in the following block, the Employee can pick up a maximum of one additional shift; and
- 18.13.3 where an Employee volunteers for a shift under clause 18.13, the Employer may (but is not required) to offer the Terminal based Rotating Shift Employee those additional shifts.
- 18.14 Any additional shift worked (overtime) in accordance with clause 18.13 will be paid at the hourly rate of time and a quarter of the relevant Multi-Purpose Shift Rate or alternatively Employees may choose to take time in lieu for those hours worked in accordance with clause 18.15;

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- 18.15 A maximum of 48 hours time in lieu can be accrued in accordance with clauses 18.14 or 32.2 and when taken will be paid at the relevant Multi-Purpose Shift Rate. Employees must apply for time in lieu electronically (where possible) and give at least 24 hours' notice. Approval of time in lieu is by mutual agreement of the Employer and the Employee. No time in lieu shall be taken during harvest or shutdowns unless by mutual agreement and with the giving of at least 24 hours' notice.

### **Depot Based Employees**

- 18.16 Clauses 18.16 to 18.27 apply to Depot based Rotating Shift Employees employed on a permanent or fixed term basis (only) and to Terminal based Rotating Shift Employees who are transferred to the Depot for the harvest period.
- 18.17 Ordinary hours of work for Depot based Rotating Shift Employees, whether on the Harvest Depot Rotating Shift Roster or on the Standard Depot Rotating Shift Roster shall be an average of 42 hours per week, comprising 38 hours plus 4 additional hours per week. These hours shall be worked in accordance with the relevant Rotating Shift Roster in a pattern of 4 shifts on, 4 shifts off, inclusive of Saturdays, Sundays and Public Holidays. This can be found in Appendix A.
- 18.18 The parties agree that:
- 18.18.1 the additional hours described in clause 18.17 are reasonable for the purposes of section 62 of the *Fair Work Act 2009*, unless the Employee notifies the Employer otherwise; and
- 18.18.2 the Employer may request Depot based Rotating Shift Employees to work reasonable additional hours per week (overtime) above the hours described in clause 18.17, in accordance with the *Fair Work Act 2009*, taking into consideration the matters set out in section 62(3) of the *Fair Work Act 2009* such as (as at the date of this Agreement) the Employee's personal circumstances, including family responsibilities, and the needs of the workplace in which the Employee is employed.
- 18.19 The provisions of clause 18.17 will apply pro rata to part-time Depot based Rotating Shift Employees, dependent on their hours of work.
- 18.20 The Harvest Depot Rotating Shift Roster will operate from 15<sup>th</sup> October – 15<sup>th</sup> January, however this will be subject to change, depending on operational circumstances. A decision on whether the Harvest Depot Rotating Shift Roster will need to continue due to operational requirements, will be made by CBH in December each year.
- 18.21 During harvest there will be two daily shifts. This will be called the Harvest Depot Rotating Shift Roster. The shift times will be as follows:
- 18.21.1 The first shift will be from 6:00am – 6:00pm (with the start time between 6:00am and 7:00am by mutual agreement).
- 18.21.2 The second shift will be from 12:00pm – 12:00am. In certain circumstances such as inclement weather or if operating conditions require it, this shift can slide to an earlier or later start time with notice being given:
- 18.21.2.1 where it is the first shift in a block, with 48 hours' notice of the shift commencing;
- 18.21.2.2 where it is any other shift in the block, before completion of the shift immediately prior to the shift change.
- 18.21.3 Where, due to operational requirements, the Employer is required to operate 24/7, the second shift will be required from 6:00pm – 6:00am.
- 18.22 Subject to clause 18.20, outside of harvest, there will be one day shift from 6:30am – 6:30pm (with the start time between 6:00am – 7:00am by mutual agreement). This will be called the Standard Depot Rotating Shift Roster.
- 18.23 Structure

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- 18.23.1 Shifts shall be 12 hours in duration, inclusive of paid meal breaks. When employees are not on the Harvest Depot Rotating Shift Roster, they will be on the Standard Depot Rotating Shift Roster,
- 18.23.2 All ordinary hours of work for Depot based Rotating Shift Employees during the defined harvest period (the Harvest Depot Rotating Shift Roster), will be paid at the applicable Multi-Purpose Shift Rate. Outside of the defined harvest period, Depot based Rotating Shift Employees will be on the Standard Rotating Shift Roster, and will be paid at the Multi-Purpose Day Shift Rate.
- 18.23.3 Should Depot based Rotating Shift Employees continue on the Harvest Roster, out of the harvest season, due to outloading requirements, until 1<sup>st</sup> June in any one calendar year, and later revert to the Standard Depot Rotating Shift Roster in that same year, (but prior to the new Harvest Roster), they will remain on the Multi-Purpose Shift Rate for the rest of that year, until the start of the new Harvest Roster in October of that year.
- 18.23.4 Where an Employee working on the Standard Depot Rotating Shift Roster is required to work an ad hoc shift, that is up to one block of shifts:
- 18.23.4.1 from 12:00pm – 12:00am, as outlined in 18.21.2, the Employee shall receive a loading of 12.5%; or
- 18.23.4.2 from 6:00pm – 6:00am, as outlined in 18.21.3, the Employee shall receive a loading of 25%.
- 18.23.5 The parties agree that it is the role of the supervisors to manage numbers on shifts so as to match functions, allocation of individuals to activities, performance monitoring and reviews, and pick up of Casual Employees.
- 18.23.6 Depot based Rotating Shift Employees must have a minimum ten-hour break between shifts.
- 18.23.7 The ordinary hours of work for Depot based Rotating Shift Employees, whether on the Harvest Roster or the Standard Depot Rotating Shift Roster, are inclusive of two 30-minute paid meal breaks and two 15-minute paid rest breaks (or by mutual agreement three 30-minute paid meal breaks), which may be taken over the twelve (12) hour shift. Such meal breaks or rest breaks are to be taken so as to allow for continuous operations.
- 18.23.8 No Depot based Rotating Shift Employee is expected to work longer than 3 hours before commencing a meal break of 30 minutes or a paid 15-minute rest break (as applicable).
- 18.24 A Depot based Rotating Shift Employee working the hours described in clause 18.17, may volunteer to work a maximum of two additional shifts during any one block of 4 shifts on, 4 shifts off (overtime), provided that in doing so:
- 18.24.1 the Employer's Fatigue Management Guidelines are complied with; and
- 18.24.2 in the following block, the Employee can pick up a maximum of one additional shift.
- 18.25 Where an Employee volunteers for a shift under clause 18.24, the Employer may (but is not required) to offer the Depot Rotating Shift Employee those additional shifts.
- 18.26 Any additional shift worked (overtime) in accordance with clause 18.24 will be paid at the hourly rate of time and a quarter of the relevant Multi-Purpose Shift Rate when on the Harvest Roster and paid at the hourly rate of time and a quarter of the Multi-Purpose Day Shift Rate for those on the Standard Rotating Roster. Alternatively, Employees may choose to take time in lieu for those hours worked in accordance with clause 18.27.

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18.27 A maximum of 48 hours' time in lieu can be accrued in accordance with clause 18.26 or 32.2 and when taken will be paid at the relevant Multi-Purpose Shift Rate when on the Harvest Roster and paid at the Multi-Purpose Day Shift Rate for those on the Standard Rotating Roster. Employees must apply for time in lieu electronically (where possible) and give at least 24 hours' notice. Approval of time in lieu is by mutual agreement of the Employer and the Employee. No time in lieu shall be taken during harvest or shutdowns unless by mutual agreement and with the giving of at least 24 hours' notice.

### **Monday – Friday Roster**

18.28 Due to operational requirements, CBH may offer employees who are employed on a permanent or fixed term basis, Monday – Friday only shifts. Acceptance of this will be on a voluntary basis and will not be forced, unless there is an Operational Downturn (which is covered under clause 28).

18.29 Ordinary hours of work for Monday - Friday Employees shall be 42 hours per week, comprising 38 hours plus 4 additional hours per week. These hours shall be worked in accordance with the relevant Monday – Friday Roster.

18.30 The parties agree that:

18.30.1 the additional hours described in clause 18.29 are reasonable for the purposes of section 62 of the Fair Work Act 2009, unless the Employee notifies the Employer otherwise; and

18.30.2 the Employer may request Monday – Friday Employees to work reasonable additional hours per week (overtime) above the hours described in clause 18.29, in accordance with the Fair Work Act 2009, taking into consideration the matters set out in section 62(3) of the Fair Work Act 2009 such as (as at the date of this Agreement) the Employee's personal circumstances, including family responsibilities, and the needs of the workplace in which the Employee is employed.

18.31 The provisions of clause 18.29 will apply pro rata to part-time Monday – Friday Employees, dependent on their hours of work.

18.32 Structure

18.32.1 Shifts shall be 8.4 hours in duration, inclusive of one 15-minute paid rest break and one 30-minute paid meal break.

18.32.2 Ordinary hours of work for Monday to Friday Employees working Day Shift, will be paid at the applicable Monday to Friday Day Shift Rate. Ordinary hours of work for Monday to Friday Employees working Afternoon Shift, will be paid at the applicable Monday to Friday Afternoon Shift Rate.

18.32.3 Where Monday to Friday Employees are employed at:

18.32.3.1 the Terminal, they will primarily be engaged to work a rotating pattern of Day and Afternoon Shifts, currently set out at Appendix A; or

18.32.3.2 the Depot, they will primarily be engaged to work Day Shift, which may include a sliding start time as outlined in clause 18.32.6.

18.32.4 Monday to Friday Employees will not be required to work on a public holiday.

18.32.5 Monday to Friday Employees must have a minimum ten-hour break between shifts.

18.32.6 Shift start times are set out in clause 18.33. Shifts may slide:

18.32.6.1 at the Terminal, from Afternoon Shift to Day Shift to meet operational requirements. Employees will be notified the Friday prior of any changes for the following week; or

18.32.6.2 at the Depot, to 09:36am – 6:00pm to meet operational requirements. Employees will be notified the Friday prior to any changes for the following week.

18.33 For Monday to Friday Employees in accordance with clause 18.32.3:

18.33.1 the Day Shift at the Terminal will be 07:00am – 15:24pm;

18.33.2 the Day Shift at the Depot will be 06:30am – 14:54pm;

18.33.3 the Afternoon Shift at the Terminal will be 3:30pm – 23:54pm.

18.34 The ordinary hours of work for Monday to Friday Employees are inclusive of one 30-minute paid meal break and one 15-minute paid rest break. Such meal breaks or rest breaks are to be taken so as to allow for continuous operations.

18.35 No Monday – Friday Employee is expected to work longer than 3 hours before commencing a meal break of 30 minutes or a paid 15-minute rest break (as applicable).

18.36 Any additional shift worked (overtime) in excess of the employees standard Monday – Friday roster, will be paid at time and a quarter of the relevant Monday to Friday Day Shift Rate, or alternatively employees may choose to take time in lieu for those hours worked.

18.37 A maximum of 48 hours' time in lieu can be accrued in accordance with clause 18.36 and when taken will be paid at the relevant Monday – Friday Day Shift Rate. Employees must apply for time in lieu electronically (where possible) and give at least 24 hours' notice. Approval of time in lieu is by mutual agreement of the Employer and the Employee. No time in lieu shall be taken during harvest or shutdowns unless by mutual agreement and with the giving of at least 24 hours' notice.

## 19. WAGES AND CLASSIFICATION STRUCTURE

19.1 The applicable Multi-Purpose Shift Rate incorporates all other previous allowances that may have previously been paid or may be payable unless specifically stated otherwise in this Agreement. For the avoidance of doubt, any Award terms and conditions covering these areas do not apply to this Agreement.

19.2 An all-purpose allowance has been incorporated into the Multi-Purpose Shift Rate, Multi-Purpose Day Shift Rate and the Annual Day Rate, which is paid in lieu of flexible work practices, shift work and additional hours.

19.3 Wages will be paid weekly by direct transfer into a bank, building society or credit union account nominated by the Employee provided that, under the Employer's payroll arrangements, there is access to the financial institution nominated.

19.4 The following rates of pay shall be paid to Employees effective from the date this Agreement comes into operation, until 28 February 2025:

Rotational Shift Employees	Annual Day Rate	Multi-Purpose Allowance	MP Annual Wage	MP Shift Per Hour	MP Day Shift Per Annum	MP Day Shift Allowance	MP Day Shift Per Hour
Senior PO	\$97,491	\$23,722	\$121,214	\$55.32	\$108,126	\$10,634	\$49.35
Grade 1	\$89,787	\$23,722	\$113,510	\$51.81	\$100,422	\$10,634	\$45.83
Grade 2	\$86,526	\$23,722	\$110,248	\$50.32	\$97,160	\$10,634	\$44.35
On Commencement	\$76,054	\$23,772	\$99,776	\$45.54	\$86,688	\$10,634	\$39.57



Monday to Friday Employees	Annual Day Rate	Monday to Friday Day Shift Rate	Monday to Friday Afternoon Shift Rate (12.5%)
Senior PO	\$97,491	\$44.50	\$50.06
Grade 1	\$89,787	\$40.98	\$46.10
Grade 2	\$86,526	\$39.49	\$44.43
On Commencement	\$76,054	\$34.71	\$39.05

Casual Classifications	Core Rate	Composite 1	Composite 2
Grade 1	\$51.23	\$56.35	\$61.47
Grade 2	\$49.36	\$54.30	\$59.24
Grade 3	\$43.39	\$47.73	\$52.07
On Commencement	\$36.54	\$41.38	\$48.17

Harvest Casual Classifications	Core Rate	Composite 1	Composite 2
Experienced	\$39.53	\$43.21	\$51.00
On Commencement	\$36.54	\$41.38	\$48.17

19.5 The following rates of pay shall be paid to Employees effective from 1 March 2025 until 28 February 2026:

Rotational Shift Employees	Annual Day Rate	Multi-Purpose Allowance	MP Annual Wage	MP Shift Per Hour	MP Day Shift Per Annum	MP Day Shift Allowance	MP Day Shift Per Hour
Senior PO	\$102,366	\$24,909	\$127,274	\$58.09	\$113,532	\$11,166	\$51.82
Grade 1	\$94,277	\$24,909	\$119,185	\$54.40	\$105,443	\$11,166	\$48.13
Grade 2	\$90,852	\$24,909	\$115,761	\$52.83	\$102,018	\$11,166	\$46.56
On Commencement	\$79,857	\$24,909	\$104,765	\$47.82	\$91,023	\$11,166	\$41.54

Monday to Friday Employees	Annual Day Rate	Monday to Friday Day Shift Rate	Monday to Friday Afternoon Shift Rate (12.5%)
Senior PO	\$102,366	\$46.72	\$52.56
Grade 1	\$94,277	\$43.03	\$48.41
Grade 2	\$90,852	\$41.47	\$46.65
On Commencement	\$79,857	\$36.45	\$41.00

Casual Classifications	Core Rate	Composite 1	Composite 2
Grade 1	\$53.79	\$59.16	\$64.54
Grade 2	\$51.83	\$57.02	\$62.20
Grade 3	\$45.56	\$50.12	\$54.67
On Commencement	\$38.37	\$43.45	\$50.58

Harvest Casual Classifications	Core Rate	Composite 1	Composite 2
Experienced	\$41.51	\$45.37	\$53.55
On Commencement	\$38.37	\$43.45	\$50.58

19.6 The following rates of pay shall be paid to Employees effective from 1 March 2026 to 28 February 2027:

Rotational Shift Employees	Annual Day Rate	Multi-Purpose Allowance	MP Annual Wage	MP Shift Per Hour	MP Day Shift Per Annum	MP Day Shift Allowance	MP Day Shift Per Hour
Senior PO	\$107,228	\$26,092	\$133,320	\$60.85	\$118,925	\$11,697	\$54.28
Grade 1	\$98,755	\$26,092	\$124,847	\$56.98	\$110,451	\$11,697	\$50.41
Grade 2	\$95,167	\$26,092	\$121,259	\$55.34	\$106,864	\$11,697	\$48.77
On Commencement	\$83,650	\$26,092	\$109,742	\$50.09	\$95,346	\$11,697	\$43.52

Monday to Friday Employees	Annual Day Rate	Monday to Friday Day Shift Rate	Monday to Friday Afternoon Shift Rate (12.5%)
Senior PO	\$107,228	\$48.94	\$55.06
Grade 1	\$98,755	\$45.07	\$50.71
Grade 2	\$95,167	\$43.44	\$48.87
On Commencement	\$83,650	\$38.18	\$42.95

Casual Classifications	Core Rate	Composite 1	Composite 2
Grade 1	\$56.34	\$61.98	\$67.61
Grade 2	\$54.29	\$59.72	\$65.15
Grade 3	\$47.72	\$52.50	\$57.27
On Commencement	\$40.19	\$45.51	\$52.98

Harvest Casual Classifications	Core Rate	Composite 1	Composite 2
Experienced	\$43.48	\$47.53	\$56.09
On Commencement	\$40.19	\$45.51	\$52.98

19.7 From 1 March 2027, a rate increase of between a minimum of 2.75% and a maximum of 4.5% will apply. Between those rates, the rate increase will be aligned to Consumer Price Index (CPI) published by the Australian Bureau of Statistics. The CPI for Perth from the December quarter 2026 (percentage change from December 2025 to December 2026) will be utilised to confirm the rate to be paid. By way of example, and for the avoidance of doubt, if CPI for the December quarter in 2026 is:

19.7.1 2.5%, the rate increase will be 2.75%;

19.7.2 4.8%, the rate increase will be 4.5%; and

19.7.3 3%, the rate increase will be 3%.

19.8 The pay week cycle shall be from Saturday to Friday.

## **PART FOUR – LEAVE**

### **20. ANNUAL LEAVE**

20.1 Employees shall be entitled to annual leave in accordance with the National Employment Standards, except where this Agreement or the Employer's procedure provides for a greater entitlement. Annual leave must be taken in accordance with the requirements set out in the Employer's policies and procedures.

20.2 The provisions of this clause do not apply to Casual Employees. The provisions of this clause will apply pro rata to Part-Time Employees on the basis that ordinary weekly hours for full-time Employees are the hours described in clauses 18.2, 18.17 and 18.29.

20.3 Rotating Shift Employees in both the Terminal and at the Depot, shall be entitled to 4 weeks of annual leave (4 weeks at 48 hours) plus an additional week (1 week at 48 hours) of annual leave for each year of service (a total of 5 weeks at 48 hours, being 240 hours in total), which shall accrue on the basis of the ordinary hours of work described in clause 18.2 and 18.17 and which accrues from year to year. Payment for annual leave shall be at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate being paid at the time the leave is taken.

20.4 Monday to Friday Employees shall be entitled to 4 weeks of annual leave for each year of service, which shall accrue on the basis of the ordinary hours of work described in clause 18.29 (4 weeks at 42 hours, 168 hours in total) and which accrues from year to year. Payment for annual leave shall be at the applicable Monday to Friday Day Shift Rate.

20.5 The additional 48 hours of annual leave described in clause 20.3 can be taken as individual days or as individual hours by mutual agreement between the Employee and the Employer.

### **21. PERSONAL/CARER'S LEAVE**

21.1 Employees shall be entitled to personal/carer's leave in accordance with the National Employment Standards except where this Agreement or the Employer's procedures provides for a greater entitlement.

21.2 Employees other than casual Employees shall be entitled to 10 days of paid personal/carer's leave per annum which may be taken as either personal or carer's leave and which accrues from year to year.

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- 21.3 Personal/carer's leave may be used when an Employee is unable to attend work due to illness or injury, or if an Employee is required to care or support a member of their Immediate Family due to the person having an illness or injury or being affected by an unexpected emergency.
- 21.4 Entitlement to personal/carer's leave is subject to the provision of satisfactory proof of illness or injury to the Employer, where required by the Employer. Satisfactory proof includes a medical certificate from a registered health practitioner, a statutory declaration, where it is not possible to provide a medical certificate, or evidence that would satisfy a reasonable person.
- 21.5 If an Employee is unable to attend work for any reason, they must notify the duty supervisor as soon as possible, prior to the time they are required to commence work and (except in extraordinary circumstances where it is not possible to do so) the estimated duration of the absence.
- 21.6 Once an Employee's paid personal/carer's leave has been exhausted, that Employee may take up to 2 days of unpaid carer's leave for each permissible occasion.
- 21.7 The provisions of this clause do not apply to casual Employees, except in the case of unpaid carer's leave (clause 21.6). The provisions of this clause will apply pro rata to Part-Time Employees, dependent on their ordinary hours of work.
- 21.8 The entitlement to paid personal/carer's leave for Rotating Shift Employees at the Terminal and at the Depot, shall be based on 10 days at 12 hours or 120 hours per annum. Payment for personal/carer's leave shall be at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate being paid at the time the leave is taken.
- 21.9 The entitlement to paid personal/carer's leave for Monday to Friday Employees shall be based on 10 days at 8.4 hours or 84 hours per annum. Payment for personal/carer's leave shall be at the applicable Monday to Friday Day Shift Rate.

## **22. COMPASSIONATE LEAVE**

- 22.1 Employees shall be entitled to compassionate leave in accordance with the National Employment Standards, except where this Agreement, or the Employer's procedures provides for a greater entitlement.
- 22.2 Employees other than casual Employees are entitled to take up to 4 days of paid compassionate leave on each occasion when:
- 22.2.1 a member of their Immediate Family contracts, develops or sustains a personal injury or illness that poses a threat to their life, or dies;
  - 22.2.2 a baby in their Immediate Family is stillborn;
  - 22.2.3 they have a miscarriage; or
  - 22.2.4 their current spouse or de facto partner has a miscarriage.
- 22.3 Casual Employees are entitled to take 4 days of unpaid compassionate leave per occasion as outlined in clause 22.2.
- 22.4 Employees may be required to provide the employer with reasonable evidence.
- 22.5 The provisions of this clause will apply pro rata to Part-Time Employees, dependent on their ordinary hours of work.
- 22.6 The entitlement to paid compassionate leave for Rotating Shift Employees at the Terminal or the Depot, shall be based on 12 hours per day. Payment for compassionate leave shall be at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate being paid at the time the leave is taken.

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22.7 The entitlement to paid compassionate leave for Monday to Friday Employees shall be based on 8.4 hours per day. Payment for compassionate leave shall be at the applicable Monday to Friday Day Shift Rate.

## **23. LONG SERVICE LEAVE**

23.1 Employees shall be entitled to long service leave in accordance with the National Employment Standards and the *Long Service Leave Act 1958 (WA)* except where this Agreement or the Employer's procedure provides for a greater entitlement.

23.2 Entitlement to long service leave depends upon the Employee's years of service and shall accrue as follows:

- 13 weeks (546 hours) long service after the first 10 years;
- 13 weeks (546 hours) long service after the next 10 years;
- 13 weeks (546 hours) long service after the next 7 years;
- 13 weeks (546 hours) long service after the next 6 years;
- 13 weeks (546 hours) long service after every following 5 years.

23.3 Pro rata long service leave is payable after completing 7 years of continuous service.

23.4 For Part-Time Employees and Casual Employees, the hours payable are calculated by averaging the number of hours worked during the entire duration of the Employee's employment, up to a maximum of 42 hours per week. This calculation is done when the Employee's hours have varied during the course of their employment.

23.5 For Rotating Shift Employees at the Terminal or Depot, payment for long service leave shall be based on the ordinary hours of work described in clause 18.2 and 18.17 (average of 42 hours per week) and shall be paid at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate being paid at the time the leave is taken.

23.6 For Monday to Friday Employees, payment for long service leave shall be based on the ordinary hours of work described in clause 18.29 (42 hours per week) and shall be paid at the applicable Monday to Friday Day Shift Rate.

## **24. PARENTAL LEAVE**

24.1 Employees are entitled to parental leave in accordance with legislative requirements.

24.2 Under the National Employment Standards, Employees are entitled to 52 weeks unpaid leave upon the birth or adoption of a child, for which the employee has or will have a responsibility for the care of the child. An Employee who is pregnant may commence on parental leave up to 6 weeks before the expected date of birth, or earlier if agreed with the Employer.

24.3 An Employee may be eligible for paid parental leave in accordance with the Employer's procedures, which may be amended from time to time.

24.4 Applications for Parental leave and paid parental leave must be made to the Employer, in accordance with the Employer's policies and procedures.

## **PART FIVE – CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION**

### **25. CONSULTATION ABOUT CHANGE**

25.1 This term applies if the Employer:

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25.1.1 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 the Employees; or

25.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

**Major change**

25.2 For a major change referred to in clause 25.1.1:

25.2.1 the Employer must notify the relevant Employees of the decision to introduce the major change; and

25.2.2 subclauses 25.3 to 25.9 apply.

25.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

25.4 If:

25.4.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

25.4.2 the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

25.5 As soon as practicable after making its decision, the Employer must:

25.5.1 discuss with the relevant Employees:

25.5.1.1 the introduction of the change; and

25.5.1.2 the effect the change is likely to have on the Employees; and

25.5.1.3 measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

25.5.2 for the purposes of the discussion—provide, in writing, to the relevant Employees:

25.5.2.1 all relevant information about the change including the nature of the change proposed; and

25.5.2.2 information about the expected effects of the change on the Employees; and

25.5.2.3 any other matters likely to affect the Employees.

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

25.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

25.8 If a term in this 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 25.2.1 and subclauses 25.3 and 25.5 are taken not to apply.

25.9 In this term, a major change is **likely to have a significant effect on Employees** if it results in:

25.9.1 the termination of the employment of Employees; or

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- 25.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 25.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 25.9.4 the alteration of hours of work; or
  - 25.9.5 the need to retrain Employees; or
  - 25.9.6 the need to relocate Employees to another workplace; or
  - 25.9.7 the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

- 25.10 For a change referred to in paragraph 0:
  - 25.10.1 the Employer must notify the relevant Employees of the proposed change; and
  - 25.10.2 subclauses 25.11 to 0 apply.
- 25.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 25.12 If:
  - 25.12.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - 25.12.2 the Employee or Employees advise the Employer of the identity of the representative:  
the Employer must recognise the representative.
- 25.13 As soon as practicable after proposing to introduce the change, the Employer must:
  - 25.13.1 discuss with the relevant Employees the introduction of the change; and
  - 25.13.2 for the purposes of the discussion—provide to the relevant Employees:
    - 25.13.2.1 all relevant information about the change, including the nature of the change; and
    - 25.13.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees; and
    - 25.13.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - 25.13.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 25.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 25.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

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25.16 In this term, *relevant Employees* means the Employees who may be affected by a change referred to in clause 25.1.

## 26. FLEXIBILITY CLAUSE

26.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

26.1.1 the agreement deals with 1 or more of the following matters:

26.1.1.1 arrangements about when work is performed;

26.1.1.2 overtime rates;

26.1.1.3 penalty rates;

26.1.1.4 allowances;

26.1.1.5 leave loading; and

26.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in subclause 26.1.1; and

26.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

26.2 The Employer must ensure that the terms of the individual flexibility arrangement:

26.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

26.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

26.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

26.3 The Employer must ensure that the individual flexibility arrangement:

26.3.1 is in writing; and

26.3.2 includes the name of the Employer and Employee; and

26.3.3 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

26.3.4 includes details of:

26.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and

26.3.4.2 how the arrangement will vary the effect of the terms; and

26.3.4.3 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

26.3.5 states the day on which the arrangement commences.

26.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.



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- 26.5 The Employer or Employee may terminate the individual flexibility arrangement:
- 26.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 26.5.2 if the Employer and Employee agree in writing — at any time.

## **27. DISPUTE SETTLEMENT PROCEDURE**

- 27.1 If a dispute relates to:
- 27.1.1 a matter arising under the agreement; or
  - 27.1.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 27.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 27.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 27.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 27.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 27.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - 27.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 27.5.2.1 arbitrate the dispute; and
    - 27.5.2.2 make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Fair Work Act. Therefore, an appeal may be made against the decision.

- 27.6 While the parties are trying to resolve the dispute using the procedures in this term:
- 27.6.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - 27.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - 27.6.2.1 the work is not safe; or
    - 27.6.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
    - 27.6.2.3 the work is not appropriate for the employee to perform; or

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27.6.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

27.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

27.8 Whilst a matter in dispute is being progressed in accordance with this clause, and subject to there being no stoppage of work as a result of a matter raised under this clause, the status quo will remain. The status quo shall be the state of affairs that existed prior to the issue that has been put in dispute.

## **PART SIX – SPECIAL CONDITIONS**

### **28. OPERATIONAL DOWNTURN**

28.1 A significant operational downturn (such as a drought or unplanned or major shutdown) will allow ample time for the parties to work through the strategies to minimise the effect to all affected. Other events that constitute a significant operational downturn will require immediate discussions with Employees on the most effective method to address operational issues.

28.2 In the event of an operational downturn:

28.2.1 the Employer must notify all affected Employees; and

28.2.2 any or all of the following measures are available to the Employer, depending on operational requirements:

28.2.2.1 cessation of employment of casual Employees and Fixed Term Employees;

28.2.2.2 the Employer may direct Employees to take accrued leave entitlements;

28.2.2.3 where the effect of the downturn is such that 12 hour shifts are not required, Rotating Shift Employees will revert to a 5 day, 42 hour week Monday to Friday between the hours of 7:00am and 4:30pm (including a 30-minute paid meal break) which will be paid at the rates set out in clauses 28.3, 28.4 and 28.5;

28.2.2.4 annual leave (if applicable) and long service leave will be paid at the relevant rate applicable prior to the occurrence of the operational downturn being deemed to have occurred. All other leave taken during an operational downturn will be paid at the applicable rates set out in clauses 28.3, 28.4, 28.5 and 28.6;

28.2.2.5 where hours of work have been reduced:

(i) superannuation payments shall be based on the reduced hours of work; and

(ii) leave shall accrue based on the reduced hours of work.

28.3 The following rates of pay shall be paid to Employees during an operational downturn effective from the date this Agreement comes into operation, until 28 February 2025:

CLASSIFICATION	HOURLY RATE	WEEKLY RATE	ANNUAL RATE
Senior Plant Operator	\$44.50	\$1,869	\$97,491
Plant Operator Grade 1	\$40.98	\$1,721	\$89,787
Plant Operator Grade 2	\$39.49	\$1,659	\$86,526
On Commencement	\$34.71	\$1,458	\$76,054

28.4 The following rates of pay shall be paid to Employees during an operational downturn effective from 1 March 2025 until 28 February 2026:

CLASSIFICATION	HOURLY RATE	WEEKLY RATE	ANNUAL RATE
Senior Plant Operator	\$46.72	\$1,962	\$102,366
Plant Operator Grade 1	\$43.03	\$1,807	\$94,277
Plant Operator Grade 2	\$41.47	\$1,742	\$90,852
On Commencement	\$36.45	\$1,531	\$79,857

28.5 The following rates of pay shall be paid to Employees during an operational downturn effective from 1 March 2026 until 28 February 2027:

CLASSIFICATION	HOURLY RATE	WEEKLY RATE	ANNUAL RATE
Senior Plant Operator	\$48.94	\$2,055	\$107,228
Plant Operator Grade 1	\$45.07	\$1,893	\$98,755
Plant Operator Grade 2	\$43.44	\$1,824	\$95,167
On Commencement	\$38.18	\$1,604	\$83,650

28.6 From 1 March 2027, the rates will increase as set out in clause 19.7.

## 29. ALLOWANCES

### Clothing Allowance

29.1 Employees are entitled to a Clothing Allowance of 140 points per annum.

### Mobile Phone Allowance

29.2 Permanent employees, who are not provided with a company mobile phone or device and are required to use their own personal mobile phone or device for the purposes of company business, shall be paid a mobile phone allowance for the rental of their mobile phone of \$5.75 per week.

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### Step-up Supervisor

- 29.3 When an Employee at the Terminal or a Depot is requested by the Employer to take on the Step-Up Supervisor role for a 12 hour shift in accordance with clause 11.6.2, the Employee shall receive payment of a Step-Up Supervisor Allowance for that shift in accordance with the table below:

From the date this Agreement comes into operation until 28 February 2025	\$117.39
From 1 March 2025 until 28 February 2026	\$123.25
From 1 March 2026 until 28 February 2027	\$129.11

- 29.4 From 1 March 2027, the rates will increase as set out in clause 19.7.
- 29.5 Where an Employee takes on the Step-Up Supervisor role for part of a 12-hour shift in accordance with clause 11.6.2, the Employee shall receive the Step-Up Supervisor Allowance set out above on a pro-rata basis.

### Harvest Team Leader In Charge - Depots

- 29.6 When an Employee at a Depot takes on Harvest Team Leader in Charge duties for a shift during the harvest period in accordance with clause 11.6.5, the Employee shall receive payment of a Harvest Team Leader in Charge Allowance for that shift in accordance with the table below:

From the date this Agreement comes into operation until 28 February 2025	\$60.00
From 1 March 2025 until 28 February 2026	\$63.00
From 1 March 2026 until 28 February 2027	\$65.99

- 29.7 From 1 March 2027, the rates will increase as set out in clause 19.7.
- 29.8 A maximum of two Employees per location and per shift will be eligible for payment of the Harvest Team Leader in Charge Allowance. The Employer will seek volunteers to perform Team Leader in Charge duties in the first instance and, if necessary, can direct Employees to perform Team Leader in Charge duties.
- 29.9 The commencement date of this allowance will be 15 October every year and will end on 1 January the following year.
- 29.10 If the duties outlined in clause 11.6.5 are required prior to 15 October due to the harvest period commencing, the Harvest Team Leader In Charge Allowance will be paid.
- 29.11 If the harvest period continues beyond 1 January, the Harvest Team Leader In Charge Allowance will continue to be paid until the employee returns to the Terminal on roster, or until the duties outlined in clause 11.6.5 are no longer required.
- 29.12 In the event that an Employee who is receiving the Harvest Team Leader In Charge Allowance is recalled to the Terminal to assist with normal shift coverage during the harvest period, they will continue to receive the Harvest Team Leader In Charge Allowance unless they are no longer required to complete Harvest Team Leader In Charge duties for the remainder of the harvest period.

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## 30. UNION DELEGATES

- 30.1 The Employer recognises and respects a Union delegate's role within the workplace. Those Employees recognised as Union delegates shall be treated fairly and be allowed to perform any such associated duties during ordinary working hours, providing that operations permit, without discrimination or detriment.
- 30.2 Before exercising entitlements under this clause, a Union delegate must give the Employer written notice of their appointment or election as a workplace delegate. If requested, the Union delegate must provide the Employer with evidence that would satisfy a reasonable person of their appointment or election.
- 30.3 An Employee who ceases to be a Union Delegate must give written notice to the Employer within 14 days.
- 30.4 The Employer will recognise a maximum of two Employees as Union delegates at the Terminal and one Employee as Union delegate who will cover the Depots at any one time, for the purposes of this clause.
- 30.5 Union delegates shall be permitted time, during ordinary working hours, to represent the industrial interests of Employees who wish to be represented by the Union delegate in matters including:
- 30.5.1 prepare for and participate in enterprise bargaining where the Union delegate has been appointed as a bargaining representative or is assisting the Union with enterprise bargaining;
  - 30.5.2 the consultation about major workplace changes, including consultation about changes to rosters or hours of work;
  - 30.5.3 the dispute resolution procedure;
  - 30.5.4 disciplinary processes;
  - 30.5.5 attend industrial tribunals where relevant to the workplace; and
  - 30.5.6 any process or procedure within the Agreement or policy of the Employer under which Employees are entitled to be represented and which concerns their industrial interests.
- 30.6 Union delegates shall be permitted time, during ordinary working hours, to have discussions with Union members and potential members and address new Employees at the commencement of employment.
- 30.6.1 These discussions may occur during working hours or work breaks, or before or after work.
- 30.7 A Union delegate may access up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests for Employees, subject to the following conditions:
- 30.7.1 In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
  - 30.7.2 The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
    - (i) full-time or part-time employees; or
    - (ii) regular casual employees.

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- 30.7.3 Payment for a day of paid time during normal working hours is payment of the amount the Union delegate would have been paid for the hours the Union delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- 30.7.4 The Union delegate must give the Employer not less than 5 weeks' notice (unless the Employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- 30.7.5 If requested by the Employer, the Union delegate must provide the Employer with an outline of the training content.
- 30.7.6 The Employer must advise the Union delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Union delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- 30.7.7 The Union delegate must, within 7 days after the day on which the training ends, provide the Employer with evidence that would satisfy a reasonable person of their attendance at the training.
- 30.7.8 An Employee shall not receive payment for time spent at Union delegates training where that training falls outside of the Employee's ordinary working hours.
- 30.7.9 Any leave granted to Union delegates shall be subject to the Employer being able to make adequate staffing arrangements from amongst current Employees.
- 30.8 Union delegates shall have reasonable access to a room or area to hold discussions that is fit for purpose, private and accessible, telephone, facsimile, photocopying, internet and email facilities for the purpose of carrying out their delegate duties.
- 30.9 A Union delegate's entitlements under this clause are subject to the conditions that the workplace delegate must, when exercising those entitlements:
- 30.9.1 comply with their duties and obligations as an Employee;
- 30.9.2 comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT (electronic) resources;
- 30.9.3 not hinder, obstruct or prevent the normal performance of work; and
- 30.9.4 not hinder, obstruct or prevent Employees exercising their rights to freedom of association.
- 30.10 The Employer must not:
- 30.10.1 unreasonably fail or refuse to deal with a Union delegate; or
- 30.10.2 knowingly or recklessly make a false or misleading representation to a Union delegate; or
- 30.10.3 unreasonably hinder, obstruct or prevent the exercise of the rights of a Union delegate under this clause.
- 30.11 Any leave granted to Union delegates shall be subject to the Employer being able to make adequate staffing arrangements from amongst current Employees.

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## **31. EMPLOYEE REPRESENTATIVE COMMITTEE**

- 31.1 The Employer, the Employees and the Union may nominate representatives for the purposes of the Employee Representative Committee.
- 31.2 The committee shall meet as required by agreement of the parties to support the application of this Agreement. The purpose of the committee is to provide a forum in which the Employer, Employee and Union representatives can work together to ensure the effective and efficient management of business and operational needs. The context in which the committee operates is one of mutual respect and this is demonstrated through the behaviour of members of the committee and the way in which they work together to consult.
- 31.3 The functions of the committee are to:
- 31.3.1 support cooperation between the Employer and the Employees;
  - 31.3.2 encourage facilitation on high level employment related matters; and
  - 31.3.3 consult with Employees on any proposed major change.
- 31.4 The committee will operate in accordance with an agreed Terms of Reference, which will be prepared by the parties following approval of the Agreement. The committee will comprise representatives from the Terminal and Depots in accordance with the Terms of Reference.

## **32. ATTENDANCE AT MEETINGS/TRAINING DURING NON-WORKING HOURS**

- 32.1 Where an Employee attends an Employer requested meeting or training during their rostered time off, they will be paid for:
- 32.1.1 six (6) hours at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate, where the meeting or training is six (6) or less hours in duration;
  - 32.1.2 twelve (12) hours at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate, where the meeting or training is more than six (6) hours in duration.
- 32.2 Alternatively, permanent Employees may choose to take time in lieu of payment in accordance with clause 18.15 and 18.27 for the hours which would have been paid under clause 32.1.1 or 32.1.2 (as applicable).
- 32.3 Where an Employee attends Employer requested training or meeting away from the Terminal or Depot on a rostered day off which requires the Employee to stay away overnight, that Employee will accrue 12 hours' time in lieu or receive 12 hours payment at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate.

### **Employee Workforce Meeting**

- 32.4 Subject to the Employer's consent, which may be withheld in circumstances where the date of the scheduled meeting is not consistent with operational requirements, the Employees may schedule a minimum of one (1) paid workforce meeting per year, not exceeding 3 hours in duration, for the purpose of discussing matters pertaining to the Agreement. The following will apply:

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- 32.4.1 the Employees must provide the Employer with at least seven (7) days' notice of the meeting;
  - 32.4.2 the Employees must provide a copy of the agenda for the workforce meeting to the Terminal Manager prior to the workforce meeting being held; and
  - 32.4.3 where an Employee attends a workforce meeting during their rostered time off, they will be paid for a maximum of three (3) hours at the applicable Multi-Purpose Shift Rate or Multi-Purpose Day Shift Rate.
- 32.5 Subject to clause 13.9, Casual Employees will be paid for the actual time spent attending meetings or training.

### **33. TRANSITION TO RETIREMENT**

- 33.1 Permanent full time Employees may apply to the Employer for the transition to retirement program. The purpose of the program is to assist Employees with transitioning out of the workforce and into retirement.
- 33.2 Applications for transition to retirement will be managed in accordance with the Employer's Flexible Work Group Procedure, as amended from time to time.

### **34. CONTROL ROOM GUIDELINES**

- 34.1 A single control room operator will be assigned to the control room each shift. In certain circumstances, a second control room operator may be required.
- 34.2 From 0700 – 0930, a second control room operator will be assigned to the control room when shipping and more than one other flow (road/rail pit or transfer) is running.
- 34.3 On occasions when a single control room operator requires assistance, they should contact their supervisor to discuss the options available, such as the supervisor assisting for a period, assigning a second control room operator to assist, prioritising tasks, re-scheduling other work to a later time.
- 34.4 While there are some Employees who may be comfortable handling additional tasks in the control room, variations to the above in clause 34.2 should be discussed between the supervisor and the Employee at the time.
- 34.5 If required, the Employer can provide guidance to assist operators in prioritising control room tasks i.e. phones, two-way radios, setting flows, bookwork etc.
- 34.6 The Employer may offer additional training to Employees to gain confidence in the control room.



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## 35. SIGNATURES

Signed for and on behalf of Co-operative Bulk Handling Limited:

JACQUELINE CONNOLLY

Full Name

LVL 6, 240 ST GEORGES TCE PERTH 6000

Address

CHIEF PEOPLE OFFICER

Explanation of authority to sign agreement.

21 OCT 2024

Date

  
Signature

Signed for and on behalf of the Australian Workers Union:

Bradley Gandy

Full Name

C/o 3/25 Barrack Street, PERTH WA 6000

Address

AWU - WA Branch Secretary

Explanation of authority to sign agreement.

23 October 2024

Date

  
Signature

# Appendix A

## Current Esperance Rotating Shift Roster

A	B	C	D	E	F	G	H	I	J	K	L
DAY			DAY/NT	FLEXDAY			DAY/NT	FLEXDAY			DAY
DAY			DAY/NT	FLEXDAY			DAY/NT	FLEXDAY			DAY
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As at the date of this Agreement:  
 12 teams  
 Each team has two (2) plant operators (24 employees)

Current Esperance Harvest Depot Rotating Shift Roster

A	B	C	D
EARLY			LATE
EARLY			LATE
LATE	EARLY		
LATE	EARLY		
	LATE	EARLY	
	LATE	EARLY	
		LATE	EARLY
		LATE	EARLY
EARLY			LATE
EARLY			LATE
LATE	EARLY		
LATE	EARLY		
	LATE	EARLY	
	LATE	EARLY	
		LATE	EARLY
		LATE	EARLY
			LATE
			LATE

Current Esperance Standard Depot Rotating Shift Roster

A	B	C	D
EARLY			
EARLY			
EARLY	EARLY		
EARLY	EARLY		
	EARLY	EARLY	
	EARLY	EARLY	
		EARLY	EARLY
		EARLY	EARLY
EARLY			EARLY
EARLY			EARLY

Current Monday to Friday Terminal Roster pattern

Week 1	Days
Week 2	Days
Week 3	Afternoons