

# Graymont (Australia) Pty Ltd Attunga Enterprise Agreement 2024

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## 1. Title

This agreement is the *Graymont (Australia) Pty Ltd Attunga Enterprise Agreement 2024*.

## 2. Commencement And Duration

This Agreement will commence to operate seven (7) days after the date this Agreement is approved by Fair Work Commission (FWC) and will expire on two years after that date.

## 3. Definitions And Interpretation

The following terms are defined for the purposes of interpreting this Agreement:

**Act** means the *Fair Work Act 2009* (Cth).

**Afternoon Shift** means any ordinary hours worked after 6.00 pm and at or before midnight.

**Continuous Shift Work** means work carried on with consecutive shifts of personnel throughout the 24 hours of each of seven consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of an employer.

**Continuous Shift Worker** means an employee who is engaged in Continuous Shift Work.

**Employer** refers to Graymont (Australia) Pty Ltd.

**F.F.P.P** means “first full pay period on or after”.

**Graymont** refers to Graymont (Australia) Pty Ltd.

**NES** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).

**Night Shift** means any ordinary hours worked after midnight and at or before 8.00 am.

**Leading Hand** means an employee who is covered by this Agreement, is appointed in writing by the Company as a leading hand and is required to train, supervise and direct the work of other employees.

**Public Holiday Shift** means any ordinary hours that are worked between 12am at the beginning of a public holiday and 12am at the beginning of the day immediately following the public holiday.

**Saturday Shift** means any ordinary hours that are worked between 12am Saturday and 12am Sunday.

**Shift Worker:** For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an employee who is regularly rostered to work on Sundays and public holidays.

Sunday **Shift** means any ordinary hours that are worked between 12am Sunday and 12am Monday.

**The Company** refers to Graymont (Australia) Pty Ltd.

**This Agreement** refers to this Enterprise Agreement; the *Graymont (Australia) Pty Ltd Attunga Enterprise Agreement 2024*.

**Location** shall mean Graymont's Attunga NSW operations located at 220 Garthowen Road, Attunga NSW 2345, Australia and Graymont's Sulcor NSW operations located at Sulcor Road, Attunga NSW 2345.

#### **4. Coverage**

This Agreement covers and applies to:

- a) Graymont (Australia) Pty Ltd, ACN 004 406 688;
- b) Employees of Graymont (Australia) Pty Ltd who are employed in the classifications referred to in Schedule A – Classification Descriptors of this Agreement whose primary place of work is the Company's Attunga NSW operations located at 220 Garthowen Road, Attunga NSW 2345, Australia; and/or whose primary place of work is the Company's Sulcor NSW operations located at Sulcor Road, Attunga NSW 2345.
- c) Australian Workers Union, New South Wales Branch.

The terms of this Agreement shall not apply to any employee other than the employees specified in this clause.

The parties are encouraged to commence negotiations for a replacement Enterprise Agreement at least four months prior to the nominal expiry date of this Agreement.

#### **5. Complete Agreement And Express Exclusion Of Awards And Other Conditions**

- 5.1 Other than provided for by the Act, this Agreement represents a complete statement of the mutual rights and obligations between the Company and the employees.
- 5.2 This Agreement operates to the exclusion of any modern award, or other industrial instrument that may otherwise apply, except as expressly provided for within this Agreement.

#### **6. The National Employment Standards And This Agreement**

- 6.1 The National Employment Standards (NES) will apply in accordance with the Act. Where there is an existing NES entitlement, or the NES is varied to provide an entitlement that is more beneficial than a corresponding provision that is contained in this Agreement,

the NES entitlement shall apply and the corresponding provision in this Agreement will not apply.

## **7. Individual Flexibility Agreement**

- 7.1** Notwithstanding any other provision of this Agreement, the Company and an employee covered by this Agreement may agree to make an Individual Flexibility Agreement to vary the effect of any of the terms of this Agreement if:
- a) the arrangement meets the genuine needs of the Company and the employee; and
  - b) the arrangement is genuinely agreed to by the Company and the employee.
- 7.2** The Company and employee must have genuinely made the Individual Flexibility Agreement without coercion or duress.
- 7.3** Any Individual Flexibility Agreement entered into will not result in the Company and/or employee being disadvantaged in relation to the hours of work and penalty rate provisions of this Agreement.
- 7.4** The Individual Flexibility Agreement must:
- a) be confined to a variation in the effect of one or more of the terms listed in this Agreement;
  - b) be about permitted matters by the Act;
  - c) not be unlawful terms pursuant to the requirements of the Act; and
  - d) result in the employee being better off overall than the employee would have been if no Individual Flexibility Agreement had been made.
- 7.5** The Individual Flexibility Agreement between the Company and the employee must also:
- a) be in writing, name the parties to the Individual Flexibility Agreement and be signed by a representative of the Company, the employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - b) state each term of this Agreement that the Company and the employee have agreed to vary;
  - c) detail how the effect of each term has been varied by agreement between the Company and the employee;
  - d) detail 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 Individual Flexibility Agreement; and
  - e) state the date the Individual Flexibility Agreement commences to operate.
- 7.6** The Company will give the employee a copy of the agreement within 14 days after it is agreed to and keep the Individual Flexibility Agreement as a time and wages record.
- 7.7** When seeking to enter into an Individual Flexibility Agreement the Company must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the Company will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 7.8** The Individual Flexibility Agreement may be terminated:
- a) by the Company or the employee giving 28 days' notice of termination, in writing, to the other party and the Individual Flexibility Agreement ceasing to operate at the end of the notice period; or
  - b) at any time, by written agreement between the Company and the employee.
- 7.9** The right to make an Individual Flexibility Agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Company and an employee contained in any other term of this Agreement.

## **8. Requests For Flexible Working Arrangements**

- 8.1** Employees may request a change in working arrangements. This clause applies where an employee has made a request for a change in working arrangements under s.65 of the Act.
- a) Note 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).
  - a) Note 2: An employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).
  - b) Note 3: This clause is an addition to s.65.
- 8.2** Responding to the request: Before responding to a request made under s.65, the Company must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- a) the needs of the employee arising from their circumstances;
  - b) the consequences for the employee if changes in working arrangements are not made; and
  - c) any reasonable business grounds for refusing the request.
    - (i) Note 1: The Company must give the employee a written response to an employee's s.65 request within 21 days, stating whether the Company grants or refuses the request (s.65(4)).
    - (ii) Note 2: If the Company refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).
- 8.3** What the written response must include if the Company refuses the request
- a) This paragraph applies if the Company refuses the request and has not reached an agreement with the employee under this clause.
  - b) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
  - c) If the Company and employee could not agree on a change in working arrangements under this clause, the written response under s.65(4) must:

- (i) state whether or not there are any changes in working arrangements that the Company can offer the employee so as to better accommodate the employee's circumstances; and
- (ii) if the Company can offer the employee such changes in working arrangements, set out those changes in working arrangements.

**8.4** What the written response must include if a different change in working arrangements is agreed: If the Company and the employee reached an agreement under this clause on a change in working arrangements that differs from that initially requested by the employee, the Company must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

**8.5** Dispute resolution: Disputes about whether the Company has discussed the request with the employee and responded to the request in the way required by this clause, can be dealt with under the Dispute Resolution Procedure in this Agreement.

## **9. Consultation**

### **9.1 Introduction of major change**

This term applies if the Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise.

Where the Company:

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

the Company shall notify the employees who may be affected by the change and, if the employees so request, their representatives.

**9.2** 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or Graymont locations and the restructuring of jobs.

**9.3** For the purposes of such discussion, the Company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected effects of the changes on employees and any other matters likely to affect employees except where the Company is reasonably unable to do so for privacy or confidentiality reasons. The Company shall not be required to disclose commercially sensitive information or confidential information about employees bound by this Agreement unless specific permission is given by the employee for the information to be made available and/or providing provision of that information is required or authorised by law.

- 9.4 The Company shall take reasonable steps to mitigate the adverse effects of changes upon its employees.
- 9.5 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.6 **Consultation about changes to rosters or hours of work**  
Where the Company changes an employee's regular roster of ordinary hours of work, the Company must consult with the employees affected and their representatives, if any, about the change.
- The Company must:
- a) provide to the employees affected and their representatives, if any, information about the 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);
  - b) invite the employees affected and their representatives, if any, to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - c) give consideration to any views about the impact of the change that are given by the employees concerned and/or their representatives.
- 9.7 The requirement to consult under this Clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 9.8 These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## 10. **Dispute Resolution Procedure**

- 10.1 If a dispute relates to a matter arising in relation to the interpretation of the terms of this Agreement and/or the National Employment Standards, this term sets out procedures to settle the dispute.
- 10.2 A party to the dispute may represent themselves or may appoint a representative for the purposes of the procedures in this term.
- 10.3 Disputes are to be managed as follows:
- a) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, initially between the employee or employees and their direct supervisor and then by progressively escalated discussions between the employee or employees and relevant managers.
  - b) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter in writing to Graymont leadership representatives for further discussions.
  - c) If discussions at with Graymont leadership representatives do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.



- d) The Fair Work Commission may deal with the dispute including by mediation, conciliation, expressing an opinion or making a recommendation.
- e) While the parties are trying to resolve the dispute using the procedures in this term:
  - (i) 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;
  - (ii) an employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work is not safe; and/or
    - ii. applicable workplace health and safety legislation would not permit the work to be performed; and/or
    - iii. unless the work is not appropriate for the employee to perform; and/or
    - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

## **11. Employment Categories**

**11.1** Employees may be employed in one of the following categories:

- a) Full-time; or
- b) Part-time; or
- c) Fixed term; or
- d) Casual.

## **12. Full-Time Employees**

**12.1** A full-time employee is an employee who is employed to work an average of 38 ordinary hours per week. A full-time employee must be paid a minimum of four hours per scheduled attendance at work.

## **13. Part-Time Employees**

**13.1** A part-time employee is an employee who:

- a) works, on average, less than 38 hours per week;
- b) usually works regular hours each week; and
- c) on a pro-rata basis, receives equivalent pay and conditions to full-time employees who do the same work.

- 13.2** A part-time employee must be paid a minimum of four hours per scheduled attendance at work.
- 13.3** At the time of commencing employment, the employer and the part-time employee will agree in writing, on a regular pattern of work specifying at least:
- a) the hours which will be worked each day;
  - b) the days of the week the employee will work; and
  - c) the actual starting and finishing times on each day.

The agreed regular pattern of work may only be changed by an agreement in writing between the employer and the employee that is made before the change occurs. The agreement made under this clause and any variations will be retained by the employer and a copy will be given to the employee.

For a part-time employee other than a Continuous Shift Worker, all time worked in excess of the hours agreed or varied under this clause will be paid at overtime rates.

## **14. Casual Employees**

- 14.1** A casual employee is an employee employed and paid as such. Casual employees:
- (a) are not considered permanent employees and are not engaged on a full-time or part-time basis;
  - (b) perform ordinary hours of work that are requested to be worked by the Company, which are scheduled on an as-needs basis;
  - (c) have the option of accepting or declining each engagement that is offered by the Company.
- 14.2** The Company makes no advance commitment to casual employees regarding continuing and/or indefinite work according to an agreed pattern of work.
- 14.3** A casual employee must be paid:
- a) the hourly rate required for their classification plus a casual loading of 25%; and
  - b) a minimum of four hours per scheduled engagement.
- 14.4** The 25% casual loading is paid for the nature of casual employment and is compensation for paid annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The casual loading is calculated on the hourly base rate of pay specified in clause 20. Wages and Allowances of this Agreement. Shift penalty rates and overtime rates are calculated on the base rate of pay exclusive of casual loading for casual employees.
- 14.5** Casual Conversion
- a) A casual employee, other than an irregular casual employee, who has been engaged by the Company for a sequence of periods of employment under this Agreement for a period of greater than six months has the right to request, and subject to the terms of this clause the Company must offer, to have his or her contract of employment converted to permanent employment (full-time or part-time) employment if the employment is to continue beyond the conversion process.
  - b) The Company must give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six

months. The employee retains their right of election under this clause if the Company fails to comply with that requirement.

- c) Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- d) Any casual employee who has a right to elect under this clause, on receiving notice under this clause or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Company that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Company must consent to or refuse the election but must not unreasonably so refuse.
- e) Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the Company.
- f) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with this clause, the Company and employee must, subject to this clause, discuss and agree on:
  - I. which form of employment the employee will convert to, being full-time or part-time; and
  - II. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in the Agreement.
- g) An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the Company and employee.
- h) Following such agreement being reached, the employee converts to full-time or part-time employment. Where, in accordance with this clause an employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- i) For the purposes of this clause, an **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

## 15. Fixed-Term Employees

Employees can be employed for a specific period of time or for a specific project. These employees shall be considered fixed-term employees and can be either full-time or part-time employees. They will be entitled to the same benefits as other employees, except that they will not receive notice on termination or redundancy benefits.

## 16. Labour Flexibility

The Company may by agreement temporarily engage its employees at other Graymont operational sites, and the terms of this Agreement will continue apply to temporarily transferred employees during the period of time any temporary relocation occurs. The terms of this Agreement shall not apply to any employee other than employees of the Location.

The Company may engage labour hire workers via a labour hire/employment agency or contractors and in those circumstances the terms of this Agreement will not apply to such labour hire workers or contractors.

## 17. Termination Of Employment

17.1 Termination of employment will be triggered by giving the required period of notice or by the payment in lieu of notice in the case of the Company or by the forfeiture of monies in lieu of notice in the case of the employee.

17.2 Notice of termination is provided in accordance with the NES and at the time of this Agreement being made is:

<b>Period of Continuous Service</b>	<b>Notice Period</b>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

17.3 In addition to the notice set out above employees over 45 years of age with not less than two years' continuous service at the time of the giving of the notice, will be entitled to an additional week's notice.

17.4 Where a notice period applies, the Company may at its discretion, opt to pay the employee in lieu of the notice period, opt for the employee to work during the notice period, opt for the employee to not work during the notice period or opt for the employee to work part of the notice period.

17.5 The notice of termination required to be given by an employee shall be the same as that required of the Company, except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give notice, subject to the requirements of the Act, the Company shall have the right to withhold monies due to the employee equal to the required payment for ordinary hours that would have been otherwise worked during the required period of notice.

**17.6** A casual employee's employment may be terminated with either party offering the other party one day's notice or payment in lieu of notice or, subject to the requirements of the Act, forfeiture of wages in lieu of notice.

**17.7** Upon termination of employment an employee's entitlements due to them will be paid into their nominated bank account within 7 days after such termination occurring.

## **18. Redundancy**

**18.1** The following provisions do not apply to:

- a) Casual Employees;
- b) Employees serving a Qualifying Period;
- c) Fixed-term employees upon the expiry of the specified period or specified project;  
or
- d) Independent contractors or workers who are employees of labour hire agencies.

**18.2** In cases of redundancy, an employees will be entitled to redundancy pay as follows:

For permanent employees who are terminated as a result of redundancy, are under 45 years of age and who were employed prior to 15 January 2016:

<b>Period of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and more	20 weeks' pay

For permanent employees who are terminated as a result of redundancy, are over 45 years of age and who were employed prior to 15 January 2016:

<b>Period of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and more	26 weeks' pay

For permanent employees who are terminated as a result of redundancy and were employed after 15 January 2016 but prior to 31 December 2017:

<b>Period of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	8 weeks' pay
4 years and less than 5 years	10 weeks' pay
5 years and less than 6 years	12 weeks' pay
6 years and less than 7 years	14 weeks' pay
7 years and less than 8 years	16 weeks' pay
8 years or more	18 weeks' pay

For permanent employees who are terminated as a result of redundancy and were employed on your after 1 January 2018, redundancy pay as provided for in the NES, which at the time of making this Agreement is:

<b>Period of Service</b>	<b>Redundancy Pay</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

**18.3** Redundancy pay includes payment for ordinary hours only and specifically excludes payment for shift penalties, weekend penalties, overtime penalties and all other allowances and payments.

**18.4** Subject to the requirements of the Act, there will be no entitlement to redundancy pay in the event of:

- (i) Where the employee is provided acceptable alternative employment;
- (ii) Where the termination occurs due to ordinary and customary turnover of labour;
- (iii) Termination of employment as a consequence of resignation, dismissal due to conduct, capacity or performance;
- (iv) Promotion;
- (v) Abandonment of employment;
- (vi) Death or ill health; or
- (vii) Assignment or transmission of business where the employee is offered reasonable alternate employment by the Company, the transmittee, the new employer or a related entity.

**18.5 Transfer to lower paid duties**

Where an employee is transferred to lower paid duties the employee shall be entitled to the same period of notice of transfer as if employment had been terminated, and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

## **19. Classifications**

All employees covered by this Agreement must be classified according to the structure set out in Schedule A— Classification Descriptors.

Work performance will be a key consideration in classifying employees. An employee's classification may, following appropriate performance management, be revised in the event the employee refuses to perform tasks that they have been confirmed as competent to perform. The intent is that the development of employees will:

- a) enable the Company to generate value through flexible utilisation of its workforce's skills;
- b) result in employees applying those skills to the best of their ability to help the Company achieve its goals; and
- c) foster career and remuneration progression for employees.



## 20. Wages And Allowances

20.1 The following hourly base rates of pay will apply for all ordinary hours worked:

Classification	F.F.P commencement of this Agreement
Operator Level 1	\$29.32
Operator Level 2	\$30.31
Operator Level 3	\$31.29
Operator Level 4	\$32.29
Operator Level 5	\$33.61
Operator Level 6, Operator Level 6 - Leading Hand	\$34.92
Apprentice Level 1	\$20.95
Apprentice Level 2	\$26.19
Tradesperson Level 1	\$34.92
Tradesperson Level 2	\$40.37
Tradesperson Level 3	\$43.06
Tradesperson Level 4 – Leading Hand	\$45.75

### 20.2 Bagging Incentive Allowance

A bagging incentive allowance of an amount of \$2.05 per complete pallet will be paid to employees subject to the requirements as set out below:

- a) The decision to bag product will be entirely that of management.
- b) The pallets will be shrink-wrapped (where appropriate).
- c) The bags will be stacked in a clean and tidy state.
- d) No partly completed pallets will be counted for the purpose of payment.
- e) Normal duties and housekeeping are to be given priority by employees engaged in bagging.

- f) The pallet tally for each shift is to be recorded as specified by management and is subject to management's satisfaction that the bagging has been completed to expected performance standard.
- g) The bonus will apply to all types of bagging.

### **20.3 Tool Allowance**

Tradespersons who are required to supply their own tools will be paid an allowance of \$38.39 per week to purchase and maintain their tools at the required standard.

### **20.4 Overtime Meal Allowance**

An employee who is required to work unplanned overtime for a period in excess of two (2) hours after the usual finishing time will be paid an allowance of \$16.00, or be provided with a meal. This clause will not apply to any employee who has been notified on the previous day that they will be required to work overtime.

**20.5** Each year the Company will review the hourly rates of pay and allowances for employees covered by this Agreement. In doing so, the Company will consider a range of factors including CPI movements, Award rate movements, planned business activity, economic outlook, capacity to pay along with performance and productivity of the workforce. It is agreed that such increase to rates of pay and allowances will be no less than 2% per annum. Any increase in rates of pay and allowances above 2% per annum will be at the Company's discretion. This clause does not limit the Company's option to provide an increase greater than 2%.

**20.6** Any rate of pay and allowance adjustment provided pursuant to this clause will take effect from the first full pay period on or before 1 August in the year in which the increase is provided.

**20.7** Upon written request being provided by an employee consistent with the authorised deduction requirements of the Act, the Company will deduct the employee's union membership fees from the employee's wages and remit them to the Australian Workers Union, New South Wales Branch. An employee may withdraw such authorisation by notifying the Company in writing.

## **21. Higher Duties**

Employees may be requested to undertake duties of a higher classification than their usual classification. Where this is agreed with an employee in advance, the employee will be paid for all scheduled days of work where they have been requested to work in such higher classification at the base hourly rate for the higher classification.

Time worked whilst relieving other employees when they take a rest break or meal break, or undertaking training without assuming responsibility for the higher classification, shall not be taken into account for the purpose of this clause.

## **22. Superannuation**

The Company will contribute on behalf of employees the prescribed amount required by the *Superannuation Guarantee (Administration) Act 1992* or relevant updated legislation, to a *MySuper* complying superannuation fund nominated by the Company.

As per the *Superannuation Legislation Amendment (Choice of Superannuation Fund) Act 2004*, the employee may choose an alternative fund by completing the Australian Taxation Office Choice of Superannuation Fund – Standard Choice Form.

Employees may make additional superannuation contributions by way of salary sacrifice.

## **23. Hours Of Work**

- 23.1** The ordinary hours of work are to be worked continuously, except for meal breaks and rest pauses. Each employee's ordinary hours of work:
- a) Continuous Shift Worker, may be worked on any day and time of the week Monday to Sunday inclusive;
  - b) Employees who are not Continuous Shift Workers may be worked on any day of the week Monday to Friday from 6am to 6pm. Alternatively, employees who are not Continuous Shift Workers may agree in writing with the company to work their ordinary hours of work from Monday to Sunday from 6am to 6pm by agreement; and
  - c) may be scheduled so that they are no less than 6 hours and no more than 12 hours per occasion.

## **24. Meal Breaks And Rest Pauses**

- 24.1 Unpaid meal break:** Employees will receive an unpaid meal break of 30 minutes per scheduled day of work and the meal break will be scheduled so that employees do not work more than 5 consecutive hours without an unpaid meal break, or by agreement so that employees do not work more than 6 consecutive hours without an unpaid meal break.
- 24.2 Paid meal break:** In lieu of an unpaid meal break, employees may receive a paid meal break of 30 minutes per scheduled day of work, which is counted as time worked. Payment of the meal break is in compensation for the requirement to remain at the workstation to ensure ongoing performance of the plant.
- 24.3 Paid rest pauses** will be provided so that:
- a) Employees working scheduled hours of up to 9 hours' duration, exclusive of the unpaid meal break or paid meal break, will receive one paid 15 minute rest pause, which is counted as time worked;
  - b) Employees working a scheduled hours longer than 9 hours' duration, exclusive of the unpaid meal break or paid meal break, will receive two paid 15 minute rest pauses, which are counted as time worked.
- 24.4** Timing of meal breaks and rest pauses will be determined by each employee's supervisor or manager, however paid rest pauses need not be presented on each employee's weekly schedule of ordinary hours and timing of such rest pauses need not be recorded. The unpaid meal break and paid rest pauses may be taken as one consecutive period or as separate periods.

## 25. Schedule Of Ordinary Hours

- 25.1 Employees shall be provided a schedule of the starting and finishing times of their ordinary hours of work. The Company may change the scheduled hours of work by providing at least 48 hours' notice of short-term changes to the schedule of hours that are required to meet operational requirements. This notice period requirement may be reduced by agreement.
- 25.2 When ongoing changes to an employee's regular pattern of scheduled hours are proposed, when implementing change to the regular schedule of an employee's ordinary hours of work, the Company must meet its consultation obligations in this Agreement and must also provide at least 7 days' notice of any decision it makes to implement such changes. This notice period requirement may be reduced by agreement.

## 26. Shift Penalty Rates

- 26.1 **Afternoon Shift Rate:** Where an employee works ordinary hours during Afternoon Shift, the Company will pay the employee an Afternoon Shift penalty rate of 15% of the employee's hourly base rate of pay for their classification for such time that is worked during Afternoon Shift. Time worked prior to or after Afternoon Shift shall not attract the Afternoon Shift penalty rate.
- 26.2 **Night Shift Rate:** Where an employee works ordinary hours during Night Shift, the Company will pay the employee a Night Shift penalty rate of 15% of the employee's hourly base rate of pay for their classification for such time that is worked during Night Shift. Time worked prior to or after Night Shift shall not attract the Night Shift penalty rate.
- 26.3 **Saturday Shift Rate:** Where an employee works ordinary hours during Saturday Shift, the Company will pay the employee a Saturday Shift penalty rate of 50% of the employee's hourly base rate of pay for their classification for such time that is worked during Saturday Shift. Time worked prior to or after Saturday Shift shall not attract the Saturday Shift penalty rate.
- 26.4 **Sunday Shift Rate:** Where an employee works ordinary hours during Sunday Shift, the Company will pay the employee a Sunday Shift penalty rate of 100% of the employee's hourly base rate of pay for their classification for such time that is worked during Sunday Shift. Time worked prior to or after Sunday Shift shall not attract the Sunday Shift penalty rate.
- 26.5 **Public Holiday Shift Rate:** Where an employee works ordinary hours during Public Holiday Shift, the Company will pay the employee a Public Holiday Shift penalty rate of 150% of the employee's hourly base rate of pay for their classification for such time that is worked during Public Holiday Shift. Time worked prior to or after Public Holiday Shift shall not attract the Public Holiday Shift penalty rate.

## 27. Overtime

- 27.1 Work performed by an employee in excess of their average daily and/or average weekly ordinary hours limitations will receive an overtime penalty rate of:
- a) **For employees other than on Continuous Shift Work:** 50% of the employee's hourly base rate of pay for the first two hours and 100% of the employee's hourly base rate of pay thereafter. For the purposes of calculating overtime, each daily overtime occurrence is treated as a new event and the 50% overtime penalty rate

applies from the outset of overtime work on each occasion. Where overtime is worked on a Sunday an employee must be paid an overtime penalty rate of 100% of the employee's hourly base rate of pay; and

- b) **For employees on Continuous Shift Work:** 100% of the employee's hourly base rate of pay for all overtime hours worked.

**27.2** The penalty rates required by this clause will apply whether the overtime is scheduled or unscheduled.

**27.3 Time Off In Lieu of Payment for Overtime**

Where an employee works overtime hours, the employee may request, and the Company may agree to the employee being provided paid time off in lieu of payment for overtime. In those circumstances, the employee will be permitted to take one hour off work at ordinary time rates of pay for each hour of overtime worked pursuant to the terms of clause 40, Time in Lieu.

Nothing in this clause compels the Company to agree to time off in lieu of payment for overtime. Each request made by an employee is to be considered by the Company and agreed or declined at the Company's discretion.

**27.4 Rest periods after overtime**

When overtime work is necessary, it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between work on successive days.

Where an employee does not have at least ten consecutive hours off work between the end of overtime work on at the end of the scheduled hours of work, and the commencement of ordinary hours the following scheduled hours of work, the employee will be released after the completion of overtime until the employee has had ten consecutive hours off duty and the employee will incur no loss of pay for the ordinary working time occurring during this absence.

If, on the instructions of the Company, an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid a penalty rate of 100% of the employee's hourly base rate of pay until released from duty. The employee is then entitled to be paid their base hourly rate for ordinary hours that the was scheduled to perform but the employee is absent due to being released from duty.

**27.5 Returning to Work for Overtime**

Where an employee is scheduled to return to work from home to attend scheduled overtime or is called in to work to perform overtime work, the employee shall be paid a minimum of four hours' work at the overtime rate required by this clause.

Employees will not be required to standby for callout and the Company shall not be required to remunerate an employee for standby time.

**27.6 Travel to Another Location**

Where the Company and an employee agree that the employee will work at another Graymont location, the time travelling will be paid up to a maximum of eight hours at the base rate of pay specified at clause 20.1. No overtime rates or other penalty rates, loadings or allowances will be payable for time travelled.

## **27.7 On-Call Arrangements**

27.7.1 Where an employee requests and the Company agrees for the employee to be available for possible call out over a defined period of one or more days outside of their rostered hours of work (defined as an “employee requested on-call arrangement” for this clause) they will be paid an on-call allowance for every day or part thereof, that the Employee remains on-call as follows:

- a) Monday to Friday: \$140.00 per day;
- b) Saturday, Sunday or Public Holiday \$175.00 per day.

27.7.2 On occasions other than an employee requested on-call arrangement in accordance with paragraph 27.7.1, and the Company otherwise directs the employee to be on call to be available for possible call out over a defined period of one or more days outside of their rostered hours of work, then the employee must be paid their ordinary hourly base rate for all time whilst directed to be on-call.

27.7.3 When on-call in accordance with paragraph 27.7.1 or 27.7.2, the Employee shall:

- c) ensure that they are contactable via agreed communication method during the on-call period; and
- d) be at all times ready, willing and able to attend to any and all call-outs they may be required to attend to. This includes being ready, willing and able to lawfully drive a motor vehicle whilst they are on call;
- e) Be paid as per paragraph 27.5 for a return to work to complete overtime should they be called to work overtime during the on-call period.

The Company will manage call-outs in accordance with its fatigue management procedures. The fatigue management procedures shall not be considered a term of this Agreement.

## **28. Penalty Rates Not Cumulative**

The penalty rates in this Agreement are not cumulative. Where two or more penalty rates or and/or overtime rates would apply, the greater of the relevant penalty/overtime rates will be applied and the penalty/overtime rates will apply in substitution for, and not in addition to, nor in multiplication of each other.

## **29. Stand Down**

29.1 The Company may deduct payment for any day that the employee cannot be usefully employed because of any strike or through any unavoidable stoppage of work, for which The Company cannot reasonably be held responsible, including:

- a) industrial action;
- b) a breakdown of machinery or equipment;
- c) a stoppage of work; or

- d) natural disaster (including floods, bushfires, tropical cyclones and other significant weather events).
- 29.2 If the Company requires an employee to attend for work but is not able to engage such employee usefully the employee shall be entitled to be paid for the scheduled ordinary hours including relevant penalty rates that would apply to ordinary hours.
- 29.3 If an employee requests, the Company may permit an employee to take annual leave rather than standing down the employee. Stand down will not affect continuity of service for the purposes of calculating any leave entitlements or service increments.
- 29.4 Where the Company activates a stand down in accordance with this clause, the Company will advise employees of the reasons for the stand down, the likely duration of the stand down and will respond to matters raised by employees; in a prompt manner.

## **30. Annual Leave**

30.1 Annual leave is provided for in the NES.

30.2 Full-time Continuous Shift Workers shall accrue 5 weeks' annual leave per annum in lieu of 4 weeks per annum. The definition of Continuous Shift Worker in clause 3, "Definitions and Interpretation" shall be observed for the purposes of defining a Shift Worker for the application of the NES.

### **30.3 Close-down**

- a) The Company may temporarily close the operation or a section of the operation for operational purposes or other reasons, amongst others, of allowing annual leave to be taken by the employees concerned or a majority of them.
- b) In the case of a Close Down as described in paragraph a) of this clause, the Company may give employees one month's notice of an intention to apply the provisions of this clause. In the case of any employee employed after notice has been given, notice must be given to that employee on the date they are offered employment.
- c) Where an employee has been given notice pursuant to this clause and the employee has:
  - (i) accrued sufficient annual leave to cover the full period of closing, the employee must take paid annual leave for the full period of closing;
  - (ii) insufficient accrued annual leave to cover the full period of closing, the employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
  - (iii) no accrued annual leave, the employee must take leave without pay for the full period of closing.
- d) Public holidays that fall within the period of Close Down will be paid as provided for in this Agreement and will not count as a day of annual leave or leave without pay.

### **30.4 Annual Leave Loading**

During an employee's annual leave the Company must pay the employee and additional amount for annual leave loading being the greater of:

- a) the amount the employee would have been paid for working ordinary hours during the period of annual leave, including loadings, penalties and allowances paid for all purposes (but excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred); or
- b) the employee's minimum rate of pay for ordinary hours worked under this Agreement exclusive of loadings, penalties and allowances and excluding payments in respect of overtime, or any other payment which might have been payable to the employee as a reimbursement for expenses incurred, plus an annual leave loading of 17.5%.

### **30.5 Cashing out of annual leave**

Once per annum, an employee may request to cash out part of their accumulated annual leave balance and the Company may permit that to occur in accordance with this clause. The requirements are:

- a) Each cashing out of a particular amount of paid annual leave must be requested by the employee in writing, including the amount of annual leave the employee requests to cash out and their preferred pay period within which they would like that to occur.
- b) If the Company agrees to the request, the Company must confirm in writing how much annual leave they agree for the employee to cash out and which pay period within which the Company can facilitate the cash out.
- c) Where a cash out occurs, the Company will pay the employee a gross amount equivalent to what they would have been paid had they taken the annual leave.
- d) The employee must retain an annual leave balance of at least 4 weeks' annual leave after the cash out has occurred.
- e) The Company must keep a copy of any agreement reached to cash out annual leave pursuant to this clause in the employee's file.

### **30.6 Directing annual leave**

The Company reserves the right to direct employees to take annual leave.

Where an employee has a balance of more than 8 weeks annual leave, the Company will consult the employee and endeavour to schedule annual leave to reduce the balance below 8 weeks. Such consultation will include discussion about preferred timing of annual leave and strategy to ensure annual leave balance is kept below 8 weeks.



### **31. Personal/Carer's Leave And Bereavement Leave**

Personal/carer's leave and bereavement leave are provided for in the NES.

### **32. Taking Personal/Carer's Leave Or Bereavement Leave**

**32.1** Where an employee requests Personal or Bereavement Leave, the following conditions will apply for the approval of such leave:

- f) The employee is required to notify The Company prior to the commencement of their scheduled hours of work where possible, or as soon as practicable where that is not possible;
- g) When notifying The Company of the absence, the employee is required to advise of the expected duration and the type of leave to be taken (i.e. Personal /Carer's Leave, or Bereavement Leave); and
- h) The employee will provide sufficient evidence (e.g. evidence that would satisfy a reasonable person including but not limited to documentation such as a medical certificate or statutory declaration) supporting the reasons for the absence. The Company may agree to waive the requirement for an employee to provide such evidence in the event the absence is 2 days or less.

### **33. Jury Service Leave**

Jury Service Leave is provided for in the NES.

### **34. Community Service Leave**

Community Service Leave is provided for in the NES.

### **35. Public Holidays**

**35.1** Public holiday entitlements are provided for in the NES.

**35.2** In addition to the public holidays provided for by the NES, employees will receive one additional public holiday per year on a day to be decided between the Company and the majority of employees covered by this Agreement. It is noted that at the time of the commencement of this Agreement the NES includes (but is not limited to) 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.

**35.3** The Company and any employee may agree to substitute another day for any day prescribed by the NES. Any agreement will be recorded in writing.

## 36. Parental Leave

Parental leave will be in accordance with the NES.

## 37. Long Service Leave

Long service leave will be provided in accordance with relevant State legislation.

## 38. Family And Domestic Violence Leave

38.1 This clause applies to all employees, including casuals.

38.2 Definitions in this clause:

a) **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

b) **family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

A reference to a spouse or de facto partner in the definition of family member includes a former spouse or de facto partner.

38.3 **Entitlement to unpaid leave:** An employee is entitled to paid leave to deal with family and domestic violence in accordance with The Act. The following applies:

- a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available in full to part-time and casual employees.

Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Company.

Note: The Company and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

38.4 **Taking unpaid leave:** An employee may take unpaid leave to deal with family and domestic violence if the employee:

- a) is experiencing family and domestic violence; and

- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

**38.5 Service and continuity:** The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

**38.6 Notice and evidence requirements:** An employee must give their employer notice of the taking of leave by the employee under this clause. The notice:

- a) must be given to the Company as soon as practicable (which may be a time after the leave has started); and
- b) must advise the Company of the period, or expected period, of the leave.

An employee who has given their employer notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

**38.7 Confidentiality:** Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

**38.8 Compliance:** An employee is not entitled to take leave under this clause unless the employee complies with this clause.

## **39. Training Leave**

**39.1** Where an employee participates in training that is requested by an employee and agreed by the Company, this can be conducted on paid time as Training Leave. Training Leave is a discretionary benefit provided to enable employees to attend training and development activities to help employees to obtain knowledge and skill to assist them with progressing through the classification structure.

- 39.2** Additionally, where agreed by the Company, up to two employees may attend up to two days' paid Training Leave for training facilitated by the Australian Workers Union.
- 39.3** Payment for training at the base rate of pay pursuant to clause 20 of this Agreement, exclusive of penalty rates, loadings, allowances and overtime rates. Such rate of payment for Training Leave is intended to apply only to learning activities that is requested by an employee, performed outside performance of normal work duties and does not apply to training directed by the Company.

## **40. Time In Lieu**

- 40.1 Where requested by an employee and agreed to in writing by the Company for an employee to accumulate paid Time In Lieu (referred to in this clause as "TIL"), the following will apply:
- a) Such employees shall be entitled to request, and the Company can agree, to deduct wages for an agreed number of hours worked and accumulate those wages towards TIL so that TIL hours accumulate on the basis of one hour TIL time for one hour worked, including TIL hours accumulated on overtime hours.
  - b) The employee's TIL time shall be taken as paid time off in accordance with the roster.
  - c) TIL shall not be taken on a public holiday.
  - d) No time towards TIL shall accrue during periods of workers compensation or any unpaid leave.
  - e) Employees shall be allowed to accrue no more than 10 days TIL in any year, which shall be known as the TIL limit. Any days not used in one calendar year shall be rolled over to the following calendar year.
  - f) Timing of taking TIL will be decided in consultation between relevant employees and the Company.
  - g) TIL not taken prior to termination of employment must be paid out on termination. In those circumstances, overtime hours accumulated towards a TIL must be paid out on termination at the applicable overtime rate.
- 40.2 Despite reaching an agreement to accumulate TIL, an employee who has accumulated TIL may withdraw their request for hours accrued to be treated as TIL. In those circumstances those hours must be paid to the employee as wages at ordinary time rates of pay in lieu of them being taken as TIL, except that any hours accumulated from overtime hours must be paid out on at the applicable overtime rate.

## **41. Accident Pay**

- 41.1 See the *Workers Compensation Act 1987* (NSW).

# Schedule A — Classification Descriptors

See Schedule B for competency descriptors.

## A.1 Operator Level 1

An Operator Level 1 employee who is appointed by the Company as Operator Level 1, and deemed competent to perform the duties including but not limited to those listed below:

- undertaking training to become or who has been verified as competent in the Basic Operator Competency.
- Assists in the completion of job risk assessments and implementation of hazard controls.
- undertaking training to be assessed as competent in one or more competencies as described in Schedule B.
- Performs to management's expectations.
- Performs general labouring duties and other duties as directed and required.

## A.2 Operator Level 2

An Operator Level 2 is an employee who is appointed by the Company as Operator Level 2, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Operator Level 1.
- In addition to Basic Operator Competency, meets and competently performs up to 3 competencies in Schedule B, as required by the Company, over and above the competencies the Company has required of the employee for the Operator Level 1 classification, or who has been employed for at least 6 months. This may include competencies across disciplines (e.g. production, quarry, quality, trade support).
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Assists in the completion of job risk assessments and implementation of hazard controls.
- Can complete basic lubrication and maintenance of equipment the employee is competent to operate.
- Performs to management's expectations.
- Completes other duties as required.

## A.3 Operator Level 3

An Operator Level 3 is an employee who is appointed by the Company as Operator Level 3, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Operator Level 2.
- In addition to Basic Operator Competency, meets and competently performs up to 3 competencies in Schedule B, as required by the Company, over and above the competencies the Company has required of the employee for the Operator Level 2 classification. This may include competencies across disciplines (e.g. production, quarry, quality, trade support).
- Is trained to identify and resolve finished product quality issues.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Assists in the completion of job risk assessments and implementation of hazard controls.

- Can complete basic lubrication and maintenance of equipment the employee is competent to operate.
- Performs to management's expectations.
- Completes other duties as required.

## **A.4 Operator Level 4**

An Operator Level 4 is an employee who is appointed by the Company as Operator Level 4, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Operator Level 3.
- In addition to Basic Operator Competency, meets and competently performs up to 3 competencies in Schedule B, as required by the Company, over and above the competencies the Company has required of the employee for the Operator Level 3 classification. This may include competencies across disciplines (e.g. production, quarry, quality, trade support).
- As an indicator only, typically, an employee will be expected to be competent at an intermediate level on production operations or advanced level in quarry operations for entry to this level.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- Can complete basic lubrication and maintenance of equipment the employee is competent to operate.
- Performs to management's expectations.
- Completes other duties as required.

## **A.5 Operator Level 5**

An Operator Level 5 is an employee who is appointed by the Company as Operator Level 5, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Operator Level 4.
- In addition to Basic Operator Competency, meets and competently performs up to 3 competencies in Schedule B, as required by the Company, over and above the competencies the Company has required of the employee for the Operator Level 4 classification. This may include competencies across disciplines (e.g. production, quarry, quality, trade support).
- As an indicator only, typically, an employee will be expected to be competent at an advanced level on production operations and/or may be competent and performing other advanced duties including advanced quality control, shot firing or developing towards appointment as a leading hand.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- Can complete basic lubrication and maintenance of equipment the employee is competent to operate.
- Performs to management's expectations.
- Provides personal leadership within and takes responsibility for encouraging high standards of work performance by employees within a key discipline (production, quarry, quality).
- Completes other duties as required.

## **A.6 Operator Level 6, Operator Level 6 – Leading Land**

An Operator Level 6 – is an employee who is appointed by the Company as Operator Level 6, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Operator Level 5.
- May be required to train, supervise and direct the work of other Operator employees and may be appointed as leading hand of one or more disciplines (production, quarry, quality, trade). Progress own development towards progression into a future salaried supervision position.
- Assists management to design and deliver on required production plans.
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- May be required at the Company's expense to have certification in a particular discipline such as Cert III or Cert IV in Surface Extraction, Cert IV in Workplace Training and Assessment or other relevant certification specified by management.
- Can complete basic lubrication and maintenance of equipment the employee is competent to operate.
- Performs to management's expectations.
- Completes other duties as required.

## **A.7 Apprentice Level 1**

An Apprentice is an employee who is appointed by the Company as Apprentice Level 1, and deemed competent to perform the duties including but not limited to those listed below:

- Currently completing a nationally recognised trade qualification and obtaining on the job trade experience that is relevant to the completion of the trade certificate.
- An employee who is competent in the Basic Operator Competency and also training to obtain Tradesperson Level 1 competency.
- Is training to satisfy the Apprenticeship Training Contract and practical skills competency verification to the standard required for sign-off of completion of first and second year of the apprenticeship.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Assists in the completion of job risk assessments and implementation of hazard controls.
- Can complete basic lubrication and maintenance of equipment.
- Performs to management's expectations.
- Performing general labouring duties and other duties as directed and required.

## **A.8 Apprentice Level 2**

An Apprentice is an employee who is appointed by the Company to Apprentice Level 2, and deemed competent to perform the duties including but not limited to those listed below:

- Currently completing a nationally recognised trade qualification and obtaining on the job trade experience that is relevant to the completion of the trade certificate.
- An employee who is competent in the Basic Operator Competency and also training to obtain Tradesperson Level 1 competency.
- Meets and competently performs the requirements of Apprentice Level 1.

- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Is verified by the appointed supervisor as competent to work on assigned tasks for which they have been trained and verified as competent to complete without supervision and with intermittent checking on work quality only.
- Has satisfied the Apprenticeship Training Contract and practical skills competency verification to the standard required for sign-off of completion of second year of the apprenticeship. Is training to satisfy the Apprenticeship Training Contract and practical skills competency verification to the standard required for sign-off of completion of third and fourth year of the apprenticeship.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Assists in the completion of job risk assessments and implementation of hazard controls.
- Can complete lubrication and maintenance of equipment.
- Performs to management's expectations.
- Performing general labouring duties and other duties as directed and required.

## **A.9 Tradesperson Level 1**

A Tradesperson Level 1 is an employee who is appointed by the Company as Tradesperson Level 1, and deemed competent to perform the duties including but not limited to those listed below:

- Is an employee who is competent in the Basic Operator Competency and Tradesperson Level 1 competency.
- Is an employee with a trade certificate, including, but not limited to, Fitter and Turner, Boilermaker and/or Electrician.
- Performs duties associated with their trade and competence.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Assists in the completion of job risk assessments and implementation of hazard controls.
- Performs to management's expectations.
- Performs general labouring duties and other duties as directed and required.

## **A.10 Tradesperson Level 2**

A Tradesperson Level 2 is an employee who is appointed by the Company as Tradesperson Level 2, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Tradesperson Level 1.
- Has up 3 years qualified trade experience and/or dual trade qualifications and/or post-trade qualifications and/or licenses that are relevant to the nature of trade work required by management.
- May be trained in non-trade competencies to work flexibly across disciplines (e.g. trade, production, quarry, quality).
- Offers quality solutions, can manage trade projects, third party contractors.
- Improves plant performance in addition to carry out routine repair and maintenance activities.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.



- Performs to management's expectations.
- Completes other duties as required.

### **A.11 Tradesperson Level 3**

A Tradesperson Level 3 is employee who is appointed by the Company as Tradesperson Level 3, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Tradesperson Level 2.
- Has up to 7 years qualified trade experience and/or dual trade qualifications with requisite experience and/or post-trade qualifications and/or licenses that are relevant to the nature of trade work required by management.
- May be trained in non-trade competencies to work flexibly across disciplines (e.g. trade, production, quarry, quality).
- Offers quality solutions, can manage trade projects, third party contractors.
- Improves plant performance in addition to carry out routine repair and maintenance activities.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- Performs to management's expectations.
- Provides personal leadership within, and takes responsibility for encouraging high standards of work performance by employees within the trade discipline.
- Completes other duties as required.

### **A.12 Tradesperson Level 4 – Leading Hand**

A Tradesperson Level 4 is employee who is appointed by the Company as Tradesperson Level 4 Hand, and deemed competent to perform the duties including but not limited to those listed below:

- Meets and competently performs the requirements of Tradesperson Level 3.
- Trained in non-trade competencies to work flexibly across disciplines (e.g. trade, production, quarry, quality).
- Offers quality solutions, can manage trade projects, third party contractors.
- Improves plant performance in addition to carry out routine repair and maintenance activities.
- Is required to train, supervise and direct the work of other trade employees.
- Assists the supervisor to deliver planned maintenance programs.
- Is assigned important responsibilities by the Company such as to serve as leading hand, maintenance planner or to perform another key role that helps to progress the development of the individual towards progression into a future salaried supervision position.
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- May be required at the Company's expense to obtain various tickets/licenses/certificates in skills such as first-aid, confined space, working at heights, fire extinguisher, fire warden, chainsaw, lock-out, tag-out, try-out (LOTOTO).
- Completes job risk assessments and implements hazard controls in consultation with management and the workforce.
- Performs to management's expectations.
- Completes other duties as required.

# Schedule B — Competencies

## B.1 Basic Operator Competency

An employee must be competent in the following:

- Works safely in accordance with Graymont's policies and procedures and reports workplace hazards/incidents in line Graymont requirements.
- Works in accordance with standard operating procedures (SOP's) and established criteria.
- Implements hazard controls in cooperation with management and other employees.
- Communicates effectively in the workplace.
- Maximises sustainable production within product specifications.
- Contributes to quality work outcomes - understands and undertakes basic quality control procedures including the ability to recognise basic quality deviations/faults.
- Maintains complete and accurate documentation on production, equipment, and quality control data.
- Operates light vehicles, forklifts, mini excavators, bob-cat and other small machinery where trained and currently competent.
- Conducts routine inspection, refuelling and lubrication of fixed and mobile plant.
- Can operate computer systems to complete required processes including but not limited to work order management.

## Production Competencies

### B.2 Kiln Operation

An employee must be competent in the following:

- Operate the kiln equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Operation of the infeed system, kiln process, product storage and despatch systems.
- Load and dispatch trucks as required.
- Operate programmable logic control systems.
- Conduct minor repairs and maintenance.
- Sampling and testing of product for quality control purposes.
- Collect and carry out lab analysis.
- Complete a daily pre-start checklist, report and time sheet.
- Sampling and testing of product for quality control purposes.
- Collect and carry out lab analysis.

### B.3 Hydrate Plant Operation

An employee must be competent in the following:

- Operate the hydrator equipment in a safe and efficient manner.
- Ensure the equipment is kept in a neat and tidy condition at all times.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Sampling and testing of product for quality control purposes.
- Collect and carry out lab analysis.
- Load and dispatch trucks as required.
- Complete a daily pre-start checklist, report and time sheet.

## **B.4 Bagging Operation**

An employee must be competent in the following:

- Operate the bagging equipment in a safe and efficient manner.
- Ensure the equipment is kept in a neat and tidy condition at all times.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Conduct paper/woven sack & plastic bagging operations.
- Conduct bulk bagging operations.
- Conduct skip loading.
- Complete a daily pre-start checklist, report and time sheet.

## **B.5 Pulverised Limestone (PLS)/Mill Operation**

An employee must be competent in the following:

- Operate the PLS/Mill equipment in a safe and efficient manner.
- Ensure the equipment is kept in a neat and tidy condition at all times.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Sampling and testing of product for quality control purposes.
- Conduct dispatch operations.
- Complete a daily pre-start checklist, report and time sheet.

## **B.6 Pebble Lime Circuit Operation**

An employee must be competent in the following:

- Operate the pebble lime circuit equipment.
- Ensure the equipment is always kept in a neat and tidy condition.
- Complete a daily report and pre-start checks.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Sampling and testing of product for quality control purposes.

## **B.7 Despatch Operations**

An employee must be competent in the following:

- Operate the storage and despatch process in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Complete a daily report and pre-start checks.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Sampling and testing of product for quality control purposes.

## **B.8 Forklift Operation**

An employee must be competent in the following:

- Operate the forklift equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a High Risk Work Licence or equivalent to operate the forklift.
- Refuelling the forklift using the mobile tanker or other means as required.
- Complete a daily pre-start checklist, report, and time sheet.

## **Quarry Competencies**

### **B.9 Haul Truck & Water Cart Operation**

An employee must be competent in the following:

- Operate the articulated truck, rigid truck and water cart in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operator the haul truck.
- Refuelling Truck as required.
- Complete a daily pre-start checklist, report, and time sheet.

### **B.10 Front End Loader (FEL) Run Of Mine (ROM) Operation**

An employee must be competent in the following:

- Operate the FEL equipment in a safe and efficient manner within the quarry and around the location.
- Complete FEL operations effectively to manage run of mine kiln stone quality and sizing selection and complete blending activities to ensure required sizing and grade control is maintained for in-process and finished products.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operate the FEL.
- Refuelling FEL as required.
- Maintain full hopper levels.
- Minimisation of airborne dust through application of sprinklers on stockpiles or additional road base where appropriate.
- Load and dispatch sales and internal transfers.
- Clean rocks and spillage on roads.
- Cleanliness of stockpile areas and direction of products.
- Complete a daily pre-start checklist, report and time sheet.

## **B.11 Front End Loader (FEL) Sales/Despatch Operation**

An employee must be competent in the following:

- Operate the FEL equipment in a safe and efficient manner within the loading area and around the location.
- Complete FEL operations effectively to manage safe, efficient loading of customer trucks with finished products.
- Despatch goods and accurately record product distributed to customer utilising established procedures.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operate the FEL.
- Refuelling FEL as required.
- Maintain full hopper levels.
- Minimisation of airborne dust through application of sprinklers on stockpiles or additional road base where appropriate.
- Load and dispatch sales and internal transfers.
- Clean rocks and spillage on roads.
- Cleanliness of stockpile areas and direction of products.
- Complete a daily pre-start checklist, report and time sheet.

## **B.12 Excavator Operation**

An employee must be competent in the following:

- Operate the excavator equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.

- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operate the excavator.
- Operation of the Excavator in a safe and efficient manner.
- Refuelling Excavator using the mobile tanker or other means as required.
- Minimise cycle times and maximise utilisation.
- Complete a daily pre-start checklist, report and time sheet.

## **B.13 Dozer Operation**

An employee must be competent in the following:

- Operate the dozer equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operator the dozer.
- Refuelling dozer using the mobile tanker or other means as required.
- Complete a daily pre-start checklist, report and time sheet.

## **B.14 Grader Operation**

An employee must be competent in the following:

- Operate the grader equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operator the grader.
- Refuelling as required.
- Complete a daily pre-start checklist, report, and time sheet.

## **B.15 Crusher Operation**

An employee must be competent in the following:

- Operate the crushing and screening equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Sampling and testing of product for quality control purposes.
- Complete a daily pre-start checklist, report, and time sheet.

## **B.16 Mobile Crusher Operation**

An employee must be competent in the following:

- Operate the mobile crushing and screening equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Sampling and testing of product for quality control purposes.
- Complete a daily pre-start checklist, report, and time sheet.

## **B.17 Drill Rig Operation**

An employee must be competent in the following:

- Operate the drill rig equipment in a safe and efficient manner.
- Ensure the equipment is always kept in a neat and tidy condition.
- Completion of maintenance requests.
- Basic plant maintenance.
- Identifying breakdown and process upsets and conduct troubleshooting.
- Assist maintenance personnel with breakdowns and repairs if required.
- Hold a certificate of competency to operate the drill rig.
- Refuelling drill rig using the mobile tanker or other means as required.
- Assist with loading of blast holes.
- Assist with the design of and drilling in accordance with the quarry blast plan.
- Collection, cataloguing, testing and analysis of drill and rock samples.
- Complete a daily pre-start checklist, report, and time sheet.

## **B.18 Shotfirer**

An employee must be competent in the following:

- Correct & safe handling of explosives.
- Hold & maintain a current shot firers certificate.
- Maintenance of explosive records.
- Initiate evacuation and ensuring all personnel are accounted for prior to firing shots.
- Designing blast plans including explosive requirements and detonation sequence.
- Loading shots and verifying correct hook up.
- Detonating shots.
- Conducting post blast inspections and giving the 'All Clear' for personnel to return back to their workstations.

## **Tradesperson Competencies**

### **B.19 Tradesperson Competency Level 1**

An employee must be competent in the following:

- Routine and non-routine mechanical servicing of all fixed plant.
- Maintain a high standard of housekeeping in the workshop and general work area.
- Assisting other qualified tradespeople and equipment specialists in construction, major maintenance or breakdowns as required.
- Monitoring and reporting stocks of all maintenance related materials.
- Completion of a work orders upon completion of maintenance works.
- Ensure all tools and equipment are always kept in a neat and tidy condition.
- Complete a daily pre-start checklist as required.
- Can operate computer systems to complete required processes including but not limited to work order management.

## **Quality Control Competencies**

### **B.20 Basic Quality Control Competency**

An employee must be competent in the following:

- Sample collection and preparation.
- Physical testing of raw materials and finished products.
- Communicate out of spec results and implement quality control techniques in response to raw materials or finished products that are outside required specifications.
- Ensure all chemical and physical analysis, and laboratory testing for raw materials, in-process and finished products, are in accordance to set standards and procedures.
- Coordinate sampling preparation with production department.
- Ensure enough stocks of all chemicals and materials needed in laboratory.
- Ensure all laboratory equipment are properly used and keep in good condition.
- Maintain a high standard of housekeeping and documentation required for the quality management framework.

### **B.21 Advanced Quality Control Competency**

An employee must be competent in the following:

- Implement and maintain the quality management framework.
- Manage daily laboratory activities.
- Prepare Certificates of Analysis as needed.
- Enter lab results into the Graymont Laboratory Information Management System (LIMS).
- Manage any changes and update on the procedures for analysis.
- Ensure timely calibration of all laboratory equipment.

## **Other Competencies**

### **B.22 Other Competencies & Equipment Not Otherwise Listed**

An employee must be competent in the following:

- Safe operation of other equipment that is not listed as another competency in this Schedule B.
- Ensure the equipment is always kept in a neat and tidy condition.




- Completion of maintenance requests.
- Basic plant maintenance.
- Assist maintenance personnel with breakdowns and repairs if required.
- Identifying process upsets and troubleshooting.
- Conduct minor repairs and maintenance.
- Note that although this may cover numerous items of mobile or fixed equipment, that shall only count as 1 competency for the purposes of the classifications in Schedule A.


## Schedule C - Signature Of The Parties


Signed for and on behalf of Graymont (Australia) Pty Ltd, ACN 004 406 688:

  
Signed – Company Representative  
DAMIAN POWER  
Name  
55 UAPIOR ST  
EAST TAMWORTH 2340  
Address  
SITE MANAGER  
Position  
21/05/2024  
Date

  
Signed – Company Representative  
Michael Cirima  
Name  
Alendore  
586 Burgmanns Lane Tamworth 2340  
Address  
Operations Superintendant  
Position  
21/05/24  
Date

Signed for and on behalf of the employees:

  
Signed – Employee Representative  
Tim Swan  
Name  
2 Banksia Street  
Address  
Operator  
Position  
22-5-24  
Date

  
Signed – Employee Representative  
Angus Oliphant  
Name  
304A Armidale RD Tamworth  
Address  
Operator  
Position  
22/5/24  
Date