

SOUTH EAST ASPHALT ENTERPRISE AGREEMENT 2024

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1 AGREEMENT SCOPE AND APPLICATION

1.1 TITLE OF AGREEMENT

This Agreement will be known as the *South East Asphalt Enterprise Agreement 2024* (“**the Agreement**”).

1.2 AGREEMENT START DATE AND DURATION

This Agreement will start to operate 7 days after its approval by the Fair Work Commission. The nominal term of this Agreement will expire three years after the agreement becomes commences operation.

1.3 COVERAGE OF THIS AGREEMENT

(a) This Agreement covers:

- (i) South East Asphalt Pty Limited (ACN 105 536 552) of 17 Drovers Place, Pakenham, Vic, 3810 (“**SEA**” or the “**Company**”); and
- (ii) The employees of SEA who are employed to work in the classifications covered by this Agreement at the Asphalt Plant operated by the Company in Pakenham, Victoria (“**the employees**”).

1.4 RELATIONSHIP OF THIS AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS

This Agreement regulates the terms and conditions of employment of the employees to the total exclusion of any other industrial instrument that might otherwise apply including but not limited to, any modern award, previous enterprise agreement or transitional instrument. For the avoidance of doubt, industrial instrument is not intended to operate to exclude common law contracts of employment.

1.5 APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) as contained in the *Fair Work Act 2009* (Cth) (‘the Act’). 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.

1.6 STRATEGY OF AGREEMENT

Operating primarily in the manufacturing of products for the road surfacing industry, South East Asphalt is dedicated to achieving leadership in customer service, quality and innovation.

South East Asphalt Pty Ltd aims to provide:

- (a) a Safe and efficient working environment.
- (b) a dynamic structure for the development of our people.
- (c) open and frank communication at all levels.

This has the objective of securing the future of the Company and its employees and optimizing return on investment to all stakeholders.

Through the process of developing this Agreement, its ratification and implementation, all parties including all employees commit themselves to the objectives outlined below.

1.7 OBJECTIVES OF THE AGREEMENT

Collaboratively we will continue to strive to meet these objectives through an ongoing pursuance of:

- (a) Development, implementation and measurement of performance indicators.
- (b) Improvement of productivity.
- (c) Continuous quality improvement in products, service, health, safety and the environment.
- (d) Customer loyalty and satisfaction.
- (e) Innovation, input and involvement of all employees.
- (f) Working flexibility, multi-skilling and personal development.
- (g) Teamwork and team development.
- (h) Simplicity in processes and systems.

These objectives will be achieved through a combination of flexible, adaptive and responsive work processes that reflect the Customer and business need for change and will require open discussions between the Company and its employees.

1.8 NO EXTRA CLAIMS

The employees and any union covered by this Agreement shall not make any claims for any changes or improvements in remuneration or conditions of employment for the nominal term of this Agreement. It is also a condition of this Agreement that the employees will not take industrial action in support of extra claims for the nominal term of this Agreement.

2 TYPES OF EMPLOYMENT

SEA may engage an employee under this Agreement on either a full-time, part-time, fixed-term and/or casual basis.

2.1 FULL-TIME EMPLOYEES

A full-time employee is an employee who is employed to work an average of 38 ordinary hours per week.

2.2 PART-TIME EMPLOYEES

- (a) A part-time employee is employed to work regular hours per week, which will normally be less than an average of 38 ordinary hours per week. A part-time employee may be requested to work reasonable additional hours from time to time to meet business needs.
- (b) At the time of first being employed, SEA and the employee will agree in writing on the days and hours that the employee will be rostered to work. The employee will be rostered for a minimum of three consecutive hours each shift.
- (c) Subject to the Act, the regular days and hours that a part-time employee works may be varied from time to time by agreement between SEA and the employee.
- (d) All part-time employees will be entitled to receive, on a pro-rata basis, the equivalent wages and conditions of employment provided by this Agreement to full-time employees of the same classification.

- (e) All hours worked outside a part-time employee's agreed ordinary hours of work will be overtime and will be paid at the appropriate overtime rate.

2.3 CASUAL EMPLOYEES

- (a) A casual employee is an employee who is employed and paid as such. A casual employee will be entitled to be paid for a minimum of four hours for each day that they are engaged to work and may work up to 38 ordinary hours per week. Such ordinary hours will be worked from time to time as required by SEA.
- (b) A casual employee will be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay provided by this Agreement corresponding to the employee's classification and a casual loading of 25%. The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other attributes of full-time and part-time employment provided by this Agreement.
- (c) Casual Conversion is provided for in the NES.

2.4 FIXED TERM EMPLOYEES

Subject to the Act, SEA may at its discretion, engage new employees on a fixed term or specified task basis in order to supplement its existing permanent workforce for project specific activities only.

3 WAGES AND RELATED MATTERS

3.1 WAGE RATES

- (a) A full-time employee will be paid the hourly rate of pay as set out in Table 1 below in accordance with their classification level, with the relevant rates to apply from the dates specified.

Table 1

Classification	Wages effective from the first pay period on or after the Agreement is approved by the Fair Work Commission	Wage rates effective from the first pay period on or after the 1st anniversary of the Agreement (3.5%)	Wage rates effective from the first pay period on or after the 2nd anniversary of the Agreement (3.5%)
Grade 1	\$32.42	\$33.56	\$34.73
Grade 2	\$34.04	\$35.23	\$36.46
Grade 3	\$35.61	\$36.86	\$38.15
Grade 4A	\$37.70	\$39.02	\$40.39
Grade 4B	\$41.08	\$45.21	\$46.79

3.2 DEDUCTIONS FROM WAGES

Subject to the Act in respect of authorised deductions, SEA may deduct from an employee's pay, moneys for any purpose authorised by an employee (or for another lawful purpose such as withholding of taxation).

3.3 CLASSIFICATION STRUCTURE

3.3.1 Each employee will be classified in accordance with the classification structure in this clause based on the employee's skills, qualifications and experience and in consideration of the substance of the duties which the employee will be required to perform and the needs of SEA.

3.3.2 The classifications under this Agreement are not intended to limit the work which the employee may be required to perform, provided that such duties are within the employee's skills, competence, qualifications and training.

3.3.3 Job Classifications

(a) Grade 1:

This is an employee who undergoes induction and safety training for a period of 6 months unless competent earlier. This employee has no previous experience in the industry.

(b) Grade 2:

An employee who has worked for the Company or has previous experience at an asphalt batch plant for at least 6 months and is competent to carry out the following tasks: front end loader operator, operation of the Asphalt Plant (taking orders, batching, despatching), routine plant maintenance, yard duties and has First Aid qualifications. This is an employee who is being trained to become an asphalt plant operator Grade 3.

(c) Grade 3:

An employee with more than 12 months experience as an asphalt plant operator, has all Grade 2 qualifications and is competent to carry out the following additional tasks: operation and administration of most of the aspects of the Asphalt Plant operation (taking orders, batching, operation of aggregate loader, bulk bitumen handling, despatching, basic laboratory testing and laboratory equipment calibration, liaising with external and internal customers, routine plant maintenance, scheduled plant maintenance under direction of tradesmen, docketing as well as reporting procedures and administration of Documents Control System (GRS, SPC).

(d) Grade 4A:

An employee with more than 12 months experience and has all Grade 3 qualifications and is competent in all aspects of asphalt plant operation as well as in all aspects of laboratory testing (including NATA accreditation for laboratory activities when suitably experienced to do so). Grade 4A employees should be able to process delivery dockets and familiar with software, APEX and Oracle.

(e) Grade 4B:

Employees with at least 3 years of relevant experience, all Grade 4A qualifications and experienced in maintaining and improving business safety systems and procedures. Grade 4B employees utilise their skills to oversee day-to-day activities on site to ensure all aspects of operational performance. Employees at this level are also required to attend relevant training programs at the Company's request.

PAYMENT OF WAGES

Wages will be paid weekly by electronic funds transfer or direct deposit into an Australian bank account nominated by the employee.

3.4 ALLOWANCES

3.4.1 Meal Allowance

After 9.5 hrs of work from the start of the shift an allowance of \$21.52 shall be paid in consideration for the employee to provide themselves a meal or alternatively SEA may provide a meal in which case no allowance will be paid to the employee. This allowance is indexed with the wage increases offered throughout the duration of the agreement. This allowance is inclusive of any paid crib time/meal break entitlements.

3.4.2 Travel Allowance

Employees who are required to transfer to work from one depot to another shall not be disadvantaged in either time or travel costs for doing so. In each instance the Company will consult with the employee and determine the amount of extra time and extra distance to be travelled in the daily round trip to get the alternative work place.

- (a) The extra travel hours incurred will be added to the time worked for the day and recorded on the time card at the appropriate rate of pay.
- (b) The extra travel costs incurred will be paid as an allowance at the current rate prescribed by the Australian Tax Office.
- (c) If an employee is required to use his/her car for work related purposes, distance travelled will be reimbursed at the current rate prescribed by the Australian Tax Office.

3.4.3 Higher Duties Allowance

A higher duties allowance will apply in the following circumstances:

- (a) If the employee is required to undertake the duties of the Business Manager in the absence of the Business Manager for a period of greater than one day they will receive a Higher Duties Allowance of \$70.90 per day.
- (b) If the employee is required to undertake the duties of the Site Coordinator (Grade 4B) in the absence of the Site Coordinator (Grade 4B) for a period of greater than one day they will receive a Higher Duties Allowance of \$21.11 per day.
- (c) The higher duties allowance specified in clause 3.4.3 (a) & (b) will be payable from the second full day of undertaking the higher duties and applicable to full days of coverage only.

3.5 SUPERANNUATION

3.5.1 Superannuation contributions will be made by SEA on an employee's behalf into a complying superannuation fund in accordance with Commonwealth superannuation legislation.

3.5.2 Where an employee does not nominate a complying superannuation fund, SEA will make superannuation contributions to SEA's default superannuation fund, SEA Super, a sub-plan of the Plum Superannuation Fund, an MLC Super Fund (MySuper product).

3.5.3 Wages Sacrifice Provisions

A permanent employee may elect to forgo part of their weekly ordinary time rate of pay in return for increased Company funded superannuation. An election form must be completed and provided to the Company's payroll department for this to occur.

By engaging in this arrangement, the employee acknowledges and accepts that despite their election, the Company has made full payment for hours worked under this Agreement and has no rights to claim for any underpayment.

Having made a wages sacrifice election in accordance with this clause, an employee will have their weekly ordinary time rate of pay reduced by the relevant elected amount except when:

- (a) overtime is worked in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the payment for overtime;
- (b) calculating allowances in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the allowances;
- (c) calculating annual leave loading, in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the loading;
- (d) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the payment upon termination; or
- (e) calculating the Company's minimum statutory Superannuation Guarantee contribution to avoid a charge under the Superannuation Guarantee legislation in respect of the employee, in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the contribution.

If an employee has made an election in accordance with this clause, the Company will provide the employee with Company funded superannuation contributions in the amount elected in addition to any statutory contributions.

Having made an election in accordance with this clause, an employee may cease or vary their election by completing a further election form to have prospective effect on and only on 1 November or 1 May each year.

Despite this clause where an employee is, or would be likely to, suffer financial hardship if their wages sacrifice contributions continue then their election may be ceased or suspended by agreement with the Company at any time.

Despite anything else in this clause, if an employee makes an election in accordance with this clause:

- (a) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon the Company than those applicable at the commencement of the operation of this clause then the Company may cease the wages sacrifice contributions but only after:
 - (i) having issued a notice upon the employee of their intention to cease the wages sacrifice for the employee, including details of the reasons for the cessation; and
 - (ii) 14 days has elapsed following the issuing of the notice; and
- (b) if an employee enters a period of leave without pay the employee's wages sacrifice election will be suspended for the period of such leave;
- (c) during any period when the employee is injured or incapacitated and in receipt of workers' compensation payments, the Company will continue to provide the employee with Company funded superannuation contributions in the amount elected while the employee is still employed by the Company, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation;

- (d) the employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1946 (Cth).

4 WORKING ARRANGEMENTS

4.1 HOURS OF WORK

4.1.1 The parties covered by this Agreement commit to flexibility in the way that ordinary hours are organised and worked to meet operational requirements.

4.1.2 Ordinary Hours

- (a) Ordinary hours for full-time employees will be an average of 38 hours per week averaged over two, three or four weeks.
- (b) Ordinary hours are to be worked Monday to Sunday, inclusive, between the hours of 6am and 6pm.
- (c) SEA and a majority of employees at a particular site may agree to vary the span of ordinary hours provided above by up to one hour at either end of the span without penalty.
- (d) Unless agreed between SEA and a majority of employees at a particular site, an employee's ordinary hours must not exceed 10 hours on any day.
- (e) Subject to the Act and the terms of this Agreement, SEA may vary ordinary hours depending on SEA's operational requirements to accommodate both customer and business needs.
- (f) SEA may request an employee to work such reasonable additional hours as are required to meet business needs.
- (g) Notation: In determining whether the additional hours that an employee is required or requested by SEA to work are reasonable additional hours, all relevant factors under the legislation will be taken into account. The relevant factors are governed by the National Employment Standards (**the NES**) in Division 3 of Part 2-2 of the Act.

4.1.3 Call out

- (a) Employees called out to work after the expiration of their ordinary shift and after having left the work site for the day will be paid for a minimum of four hours works at double time.
- (b) If the actual work is less than four hours duration, the working time will not be regarded as overtime for the purposes of 4.6.6.

An employee may claim a travel allowance, as prescribed by clause 3.4.2 for each call out.

4.2 ROSTER DAY OFF (RDO) PROVISIONS

- 4.2.1 A RDO shall be taken as a paid day off.
- 4.2.2 Employees will accrue 0.4 of one hour for each eight hour day worked to allow one complete day to be taken off as a paid day for every twenty day cycle.
- 4.2.3 Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purpose of accruing an RDO.
- 4.2.4 The roster agreement will be made in October of each year for the coming year.
- 4.2.5 An employee will be entitled to accumulate a maximum of 5 rostered days off to be taken at an agreed time.
- 4.2.6 The taking of an RDO will be by mutual agreement. However, SEA may require an employee to work on their scheduled RDO due to operational requirements. Where this occurs, the employee will be entitled to a substitute RDO, to be taken at a mutually agreeable time. Where an employee is required to work on their scheduled RDO, they will be paid at their ordinary rate of pay that would normally apply to that day's work.

4.3 SHIFT WORKERS

- 4.3.1 Subject to the Act, SEA has the right to direct employees to work shiftwork as required. Prior to the commencement of shiftwork, SEA shall consult with and seek the agreement of the employees involved. Failing agreement, SEA will provide to the employees concerned one week's notice of the commencement of shift work and the starting and finishing times of ordinary hours of the shifts.
- 4.3.2 For the purposes of this Agreement:
 - (a) **Afternoon Shift** means any shift that starts at or after 10.00am and at or before 6.00pm.
 - (b) **Night Shift** means any shift that starts at or after 6.00pm and at or before 6.00am.
 - (c) **Permanent Night Shift** means a Night Shift that continues for a period of 5 consecutive night shifts or longer.
 - (d) **Rostered Shift** means a shift of which the employee concerned has had at least 48 hours' notice, unless otherwise agreed.
- 4.3.3 Shift Work Hours
 - (a) Ordinary hours for employees working shift work will be an average of 38 ordinary hours per week to be worked on any day of the week Monday to Sunday inclusive.
 - (b) Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shift and not be altered unless 48 hours' notice is given.
- 4.3.4 Shift Work Allowances
 - (a) An employee rostered to work an Afternoon Shift will be entitled to receive an afternoon shift allowance of 120% of the employee's base rate of pay for all hours that the employee is engaged on an Afternoon Shift.

- (b) An employee rostered to work a Night Shift will be entitled to receive a night shift allowance of 130% of the employee's base rate of pay for all hours that the employee is engaged on a Night Shift.
- (c) Employees who are rostered to work a Permanent Night Shift will be entitled to receive a night shift allowance of 150% of the employee's base rate of pay for all hours that the employee is engaged on a Permanent Night Shift.
- (d) For every hour worked in excess of eight hours will be paid as time and a half for the first two hours and double time thereafter. Shift allowance is not payable on overtime.
- (e) Work carried out on Sunday, to midnight will be paid as double-time.
- (f) An employee who is required to work more than 5 consecutive shifts in the one week shall have all subsequent shifts paid at double time for all hours worked.
- (g) Where an employee is required to work a non-discontinuous shift, they will be paid the appropriate allowance and overtime on the shift work plus eight (8) ordinary hours for the day preceding the shift change. Where work is done at night on a Sunday, there is no loss of shift and eight (8) ordinary hour's payment for a shift loss will not apply.

4.3.5 Overtime

For all time worked outside of or in excess of the ordinary shift hours or on a shift other than a Rostered Shift, shift workers will be paid at time and a half for the first two hours and double time thereafter. These overtime rates will be payable instead of the relevant shift allowances prescribed above.

4.3.6 Work on Saturday, Sunday or public holidays

- (a) Shiftworkers who work a Rostered Shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:
 - (i) Saturday—at the rate of time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—at the rate of double time; and
 - (iii) Public holidays—at the rate of double time and a half.
- (b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowances prescribed in clause 4.3.4.

4.3.7 Additional Annual Leave

Shift workers who are rostered to work regularly on Sundays and public holidays will be allowed an additional one weeks' leave per year of service with SEA, provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shift worker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shift worker.

The definition of a shift worker as specified in this sub-clause is also the definition of a shift worker for the purposes of the NES.

4.4 **ROSTERS**

4.4.1 Work will be arranged in accordance with rosters provided by SEA.

4.4.2 SEA will consult with employees about a change in the roster or the need to introduce a new roster and provide notice of the change of at least one weeks' notice. Shorter periods of notice may operate by agreement with a majority of affected employees concerned or in the event of an emergency.

4.5 **BREAKS**

4.5.1 Rest Break

Employees will be entitled to take a 15 minute paid rest break each day. SEA may stagger rest breaks to ensure continuity of operations.

4.5.2 Meal Break

(a) Employees, other than shift workers, will be entitled to take an unpaid meal break of not more than 30 minutes duration.

(b) Shift Workers will be entitled to a paid meal break of not more than 30 minutes duration each shift, which will be counted as time worked.

(c) Meal breaks must be taken no later than 5 ordinary hours after the employee starts work. SEA and an employee may agree to extend the 5 ordinary hours before taking a meal break up to 6 hours.

(d) A paid meal break will apply for all employees on weekend overtime shifts which extend beyond five and a half hours duration.

(e) The time of taking a scheduled meal break by one or more employees may be altered by SEA if it is necessary in order to ensure continuity of operations.

(f) Where SEA requires an employee to work through a meal break, the employee will be paid for the time worked during the meal break.

4.6 **OVERTIME**

4.6.1 SEA may request or require an employee to work reasonable overtime. In determining whether the amount of overtime is reasonable, SEA may take into account the factors provided by section 62(3) of the Act.

4.6.2 An employee may refuse to work overtime if the amount of overtime is unreasonable. Any dispute about overtime should be dealt with using the Disputes Procedure in this Agreement.

4.6.3 All work performed by an employee, other than a shift worker, outside of or in excess of their rostered ordinary hours of work will be deemed to be overtime and will be paid at the rate of time and a half for the first two hours and double time thereafter.

4.6.4 Work on Saturday, Sunday or Public Holiday

(a) Employees, other than shift workers, who performed on a Saturday, Sunday or public holiday will be paid as follows:

- (i) Saturday – all hours worked will be paid at time and a half for the first two hours and double time thereafter.
- (ii) Sunday – all hours worked will be paid at double time.
- (iii) Public Holiday – all hours worked will be paid at double time and half.

4.6.5 In calculating an employee's entitlement to overtime, each day will stand alone.

4.6.6 Rest Period after Overtime

(a) When overtime work is necessary it should, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) Where an employee does not have at least 10 consecutive hours off between the end of the employee's ordinary rostered shift and the start of the employee's next ordinary rostered shift on successive days, because of the amount of overtime worked, the employee must be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for the ordinary working time occurring during this absence.

(c) If on the instructions of SEA, an employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at double time rates until released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

5 LEAVE AND PUBLIC HOLIDAY PROVISIONS

5.1 APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS

5.1.1 The employees' entitlement to annual leave, parental leave, personal/carer's leave, compassionate leave and community service leave are governed by the National Employment Standards (NES) set out in the Act. Despite any other provision of this Agreement, the NES do not form part of and are not incorporated as a term of this Agreement for any purpose.

5.1.2 In addition to the leave entitlements provided by the NES, the following clauses will apply.

5.2 ANNUAL LEAVE

5.2.1 Annual leave must be taken at a mutually agreeable time having regard to SEA's operational requirements.

5.2.2 SEA may direct an employee to take a period of annual leave during periods of workplace closure (or partial closure), such as during the Christmas or New Year period or where an employee has excessive accrued but untaken annual leave. If an employee does not have sufficient accrued annual leave to cover all or part of a workplace closure, the employee may be provided with unpaid leave to cover the relevant period of the closure.

5.2.3 Notwithstanding the above, SEA may direct an employee to take annual leave at any time on the provision of 28 days' notice to the employee, so long as the direction to take annual leave is reasonable in all the circumstances.

5.2.4 Annual Leave Loading

(i) Where an employee takes a period of paid annual leave the employee will be entitled to annual leave loading equivalent to seventeen and one-half (17½) per centum of the paid annual leave amount

(ii) Annual leave loading shall also be paid on annual leave paid to an employee on the termination of their employment.

(b) Sickness when on Annual Leave

(i) Subject to the employee providing to the Company a satisfactory medical certificate from a qualified medical practitioner obtained during the period of illness, any period of illness of 5 or more consecutive days occurring during a period of annual leave shall, for all purposes be regarded as sick leave.

(ii) In any case where the subclause applies the Company shall make payment for the next period of annual leave taken or payment made in lieu thereof without the addition of the loading specified in subclause 5.2(a) but only as to the extent of the relevant period of illness.

5.2.5 Cashing out of annual leave

An employee may, in accordance with the NES standards, cash out an amount of their paid annual leave, provided that:

(a) The cashing out will not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(b) SEA agrees to the cashing out of a particular amount of paid annual leave in a written agreement with the employee; and

(c) The employee is paid at least the full amount that would have been payable to the employee had the employee take the leave cashed out.

5.3 **PERSONAL / CARER'S LEAVE**

5.3.1 Personal/carer's leave is provided where an employee (other than a casual employee) is absent from work because of a personal illness or injury (other than that covered by workers' compensation) or because the employee is required to provide care or support to a member of their immediate family or household due to a personal illness, injury or unexpected emergency affecting that member.

5.3.2 To be entitled to paid personal/carer's leave, an employee must comply with the following requirements:

- (a) Where an employee is (or will be) absent on personal / carer's leave, the employee must notify their immediate supervisor or manager as soon as reasonably practicable of their need to take the leave and the expected duration of the leave. This notification should occur prior to the employee's scheduled starting time.
- (b) Where an employee is absent on personal leave for 2 or more consecutive days, or more than 3 single days in any year, the employee is required to provide SEA with a medical certificate from a registered health practitioner or if that is not practical, a statutory declaration made by the employee to support the employee's claim for personal leave. The medical certificate or statutory declaration should state the nature of the employee's illness and the period the employee will be (or was) unable to attend work and should be given to SEA as soon as reasonably practicable.
- (c) In cases where an employee takes personal/carer's leave on the day before or after the weekend, public holidays, during annual or other paid leave or rostered days off, or where there is a pattern of single day absences, then the employee will be required to provide SEA with a required document as provided by sub clause (b) above.

5.3.3 A failure to follow the notification and evidence requirements set out in clause 5.3.2 will result in the absence being determined as an "unauthorised absence".

5.3.4 An employee is not entitled to take paid or unpaid personal/carer's leave during a period when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers' compensation.

5.3.5 Employees shall act in good faith and shall co-operate with SEA in the management of sick leave and absenteeism.

5.4 **COMPASSIONATE LEAVE**

5.4.1 Compassionate leave is provided for by the NES. Employees are entitled to 2 days compassionate leave per eligible occasion, as follows:

- To spend time with a member of an employee's immediate family or household who has contracted or developed a life threatening illness or injury that poses a serious threat to life; or
- After the death of a member of the employee's immediate family or household as defined in the NES;
- When a child is stillborn, where the child would have been a member of the employee's immediate family or a member of the employee's household if the child had been born; or
- When the employee, or the employee's spouse or de facto partner, has a miscarriage.

5.4.2 An employee must notify SEA as soon as reasonably practicable of their requirement to take compassionate leave. Generally, as far as is reasonably practicable this should occur before the commencement of the employee's scheduled starting time.

5.4.3 The Company may require periods of compassionate leave must be supported by a medical certificate from a registered health practitioner or such other documentary evidence as deemed appropriate by SEA.

5.5 **LONG SERVICE LEAVE**

Long service leave shall be in accordance with the prevailing State legislation. SEA may reasonably direct an employee to take long service leave on the provision of 3 months written notice to the employee.

5.6 PRESCRIBED PUBLIC HOLIDAYS

- 5.6.1 Permanent employees covered by this Agreement will be entitled to be absent from work on the public holidays observed and gazetted in Victoria without loss of pay in accordance with the NES.
- 5.6.2 If a permanent employee's usual working hours fall on a public holiday and the employee is not required to work, the employee will be paid at their ordinary base rate of pay for the public holiday. If the employee's ordinary hours do not fall on the public holiday, they are not entitled to payment. Casual employees are not entitled to payment for public holidays not worked.
- 5.6.3 Subject to section 114 of the Act, an employee may be required to work on a public holiday where the public holiday falls during their ordinary rostered hours of work. Where this occurs the rates provided by clause 4.3.6(a) (iii) for shiftworkers and clause 4.6.4(a) (iii) for non shiftworkers will apply.

5.7 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE LEAVE

- 5.7.1 Family and Domestic Violence Leave is provided for in the NES and supplemented by this clause.
- 5.7.2 All employees, including part time and casual employees, are entitled to 10 days paid leave to deal with family and domestic violence. The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.
- 5.7.3 An employee must give notice of the taking of leave as soon as practicable, which may be a time after the leave has started and advise of the period or expected period of the leave.
- 5.7.4 An employee who takes Family and Domestic Violence Leave may be asked to provide reasonable evidence.
- 5.7.5 All other matters pertaining to Leave to Deal with Family and Domestic Violence are in accordance with the NES.

5.8 COMMUNITY SERVICES LEAVE

- 5.8.1 SEA will provide up to five days Emergency Services Leave per calendar year for the purpose of taking voluntary emergency service. This leave is in addition to any annual leave.
- 5.8.2 Employees on Emergency Services Leave are paid at their ordinary rate of pay.

5.9 JURY SERVICE

- 5.9.1 An employee will notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall provide proof of attendance including the duration of such attendance.
- 5.9.2 An employee (other than casual employees) required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had the employee not been on jury service.

5.10 PARENTAL LEAVE

- 5.10.1 Parental Leave will be provided in accordance with the NES and the Boral Parental Leave Policy (as varied, amended or terminated from time to time).
- 5.10.2 Parental leave generally refers to three types of leave, these being Maternity Leave, Paternity Leave and Adoption Leave.
- 5.10.3 The SEA Policy does not form part of this Agreement.

6 EMPLOYEE'S DUTIES AND OBLIGATIONS

6.1 DUTIES OWED BY EMPLOYEES

- 6.1.1 All employees have a duty to perform their work and anything connected with it:
- (a) in accordance with the terms and conditions of this Agreement and the minimum employment conditions that apply to them;
 - (b) with due care and skill to the best of their ability and in a proper, thorough and co-operative manner;
 - (c) safely, and in accordance with SEA's or Boral Group's safety requirements;
 - (d) in accordance with any day to day directions given by SEA;
 - (e) in accordance with any written direction, procedure or other specifications provided by SEA or Boral Group (relating to the performance of the employee's work or anything connected with it);
 - (f) in accordance with SEA's or Boral Group's values;
 - (g) using best efforts to promote SEA's business;
 - (h) without jeopardising or damaging SEA's business; and
 - (i) in compliance with all relevant laws.

6.2 COMPANY POLICIES

- 6.2.1 This Agreement is supported by policies, standard operating procedures and other employment related documents (e.g. letters of offer) that may set out other employment conditions and benefits for employees. Employees must comply with policies and procedures and other employment related documents.
- 6.2.2 Where there is an inconsistency between this Agreement and the documents referred to above, or any of the documents referred to in sub-clause 6.1.1(e), the terms of this Agreement prevail.
- 6.2.3 Despite any other provision of this Agreement, SEA's policies, standard operating procedures and other employment related documents do not form part of and are not incorporated as a term of this Agreement for any purpose.
- 6.2.4 Further, it is not intended that a breach of a written direction, procedure or other specification provided by SEA to employees pursuant to sub-clause 6.1.1(e) would amount to a contravention of this Agreement for the purpose of section 50 of the Act.

6.3 FITNESS FOR WORK

- 6.3.1 Employees must not be adversely affected by alcohol or drugs during working hours or at any time in the performance of their duties.
- 6.3.2 An employee who is taking medication, or suffering from any condition, that may affect or limit the employee's ability to carry out work must advise his/her supervisor.
- 6.3.3 Employees may be required to undertake drug and alcohol testing in accordance with SEA's or Boral Group's applicable policies and procedures as introduced or amended from time to time.

7 MISCELLANEOUS WORKING ARRANGEMENTS

7.1 FIRST AID

All full time employees will be given the opportunity to undertake level 2 First Aid training. There will be at least 1 first-aider on the work team. Appropriately equipped First Aid kits will be maintained with each work team and/or location.

7.2 WORK CLOTHING

Uniforms will be supplied in accordance with the Company's uniform standard. Employees will wear the Company issued clothing as a minimum standard of dress.

Annual issue: two cotton drill shirts, two pairs of cotton drill trousers, two overalls.

NB One set of overalls may be replaced by 1 set of shirts and trousers. Uniforms are to be maintained by each employee at their own expense. Overalls will be laundered on behalf of the employee.

Personal safety equipment and protective clothing will be supplied as required:

- (a) Sunscreen
- (b) Protective gloves (including Rigger gloves)
- (c) Protective eye wear
- (d) Dust/fume masks/respiratory equipment

Items replaced on a fair wear and tear basis will be:

- (e) Red reflective vests
- (f) Wet weather gear
- (g) Hats
- (h) Safety Sunglasses
- (i) Safety footwear
- (j) Hearing Protection

It is a requirement of all employees to use personal protective equipment in designated and appropriate areas of the workplace and to maintain it in good order. Failure to comply with directives in relation to the use of this equipment will be deemed a serious breach of conditions of employment and acted upon accordingly.

7.3 INCOME PROTECTION INSURANCE

The Company will provide income protection and trauma insurance for all employees through Cover Force Pty Ltd. The scheme will provide employees benefits through a comprehensive insurance policy for workers experiencing personal illness or injury and in the event of major trauma. The Company will reserve the right to source more competitive rates from other insurers, whilst maintaining the Cover Force benefits as a minimum, should the opportunity arise.

7.4 WORKCOVER MAKE-UP PAY

The circumstances under which an employee will qualify for accident pay will be as prescribed below:

- (a) The Company will pay an employee accident pay where the employee receives an injury for which weekly average payments of compensation are payable by or on behalf of the Company pursuant to the provisions of the Victorian Workers' Compensation Act or the Victorian Occupational Health and Safety Act, as amended from time to time.
- (b) Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act and the employee's appropriate 38 hour rate as per clause 3.1 and accrued entitlements prescribed by clauses 4.1, 4.2 and 4.3 or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said prescribed rate for that period.
- (c) The Company will pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the said appropriate Act until such incapacity ceases or until the expiration of a period of 52 weeks from the date of injury, whichever event will first occur.
- (d) The liability of the Company to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Acts and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the Company to pay accident pay as provided in this clause.
- (e) In the event that the employee receives a lump sum in redemption of weekly payments under the said Acts, the liability of the Company to pay accident pay as herein provided will cease from the date of such redemption.

- (f) The Company may at any time apply to the Fair Work Commission for exemption from the terms of this clause on the grounds that an accident pay scheme proposed and implemented by the Company contains provisions generally not less favourable to the employees than the provisions of this clause.

8 TERMINATION & REDUNDANCY

8.1 TERMINATION OF EMPLOYMENT

8.1.1 Notice of termination by SEA

- (a) SEA may terminate an employee's employment by giving the employee the minimum period of notice provided by section 117 of the Act having regard to the length of the employee's continuous service with SEA at the time of the notice.
- (b) SEA may, at its discretion, make payment in lieu of part or all of the notice period. Any such payment will be calculated in accordance with the NES.
- (c) Sub-clauses 8.1.1(a) and (b) above do not apply to those employees prescribed by section 123 of the Act.

8.1.2 Summary Dismissal

- (a) Despite any other provision of this Agreement, SEA may terminate an employee's employment immediately and without notice or payment in lieu thereof for serious misconduct and/or wilful neglect or in circumstances warranting summary dismissal, which includes without limitation:
 - (i) A material or persistent breach of this Agreement and failing, refusing or neglecting to rectify such a breach when reasonably required to do so by SEA;
 - (ii) Wilful neglect of duty or refusal to comply with a lawful and reasonable direction of SEA or any other person duly authorised by SEA;
 - (iii) Engaging in discrimination or harassment;
 - (iv) Dishonest behaviour, theft, fraud or misappropriation of company property;
 - (v) Loss of license or professional qualifications which form an inherent part of the employee's duties;
 - (vi) Being convicted of a criminal offence which, in the reasonable opinion of SEA, may bring SEA's reputation into serious disrepute; or
 - (vii) Being under the influence of alcohol or drugs at work.

8.1.3 Notice of Termination by Employee

- (a) The notice of termination required to be given by an employee to SEA is the same as that required of SEA, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

- (b) If an employee fails to give the required period of notice, SEA has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of the notice not given.

8.2 ABANDONMENT OF EMPLOYMENT

- 8.2.1 If an employee is absent from work for more than three (3) consecutive working days without informing SEA and providing reasonable cause for their absence to SEA's satisfaction, or the employee cannot be contacted at the employee's last advised address, the employee will be deemed to have abandoned his/her employment and will as a consequence have their employment terminated.
- 8.2.2 Termination of employment by abandonment will operate from the date the employee last attended work or the employee's last day's absence in respect of which consent was granted by SEA.
- 8.2.3 Notwithstanding this clause, where the employment of an employee is terminated at the Company's initiative, notice of termination (or payment in lieu thereof) will be provided in accordance with the NES.

8.3 REDUNDANCY

- 8.3.1 A redundancy occurs where SEA no longer requires the employee's job (or the major or principal portion of it) to be performed by anyone because of changes in the operational requirements of SEA's enterprise, except where this is due to the ordinary and customary turnover of labour.
- 8.3.2 An employee whose employment is terminated by reason of redundancy is entitled to the following amount of redundancy pay based on their length of continuous service with SEA, which applies instead of the redundancy pay provisions in the NES and in addition to the period of notice in clause 8.1.1.

Employee's Period of Continuous Service with SEA on termination	Redundancy Pay Entitlement
Less than 1 year service	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 7 years	12 weeks

For any period of service greater than 7 years, the employee will be entitled to 2 weeks' pay for each completed year of service up to a maximum of 52 weeks' pay (plus accrued annual leave and RDOs).

The redundancy pay entitlement provided above shall be calculated in accordance with the Act.

- 8.3.3 SEA may, in a particular redundancy case, make an application to the Fair Work Commission to have the general redundancy pay in clause 8.3.2 of this Agreement reduced to a lesser amount (which may be nil) if SEA obtains other acceptable employment for an employee or cannot pay the amount.
- 8.3.4 An employee will not be entitled to redundancy pay in circumstances where:
- (a) there is a transfer of employment as defined in the Act and the new company recognises the employee's continuous service with SEA as service with the new company; or
 - (b) the employee does not accept an offer of suitable alternative employment with SEA or an associated entity of SEA. Suitable alternative employment means another internal role within the same employing entity or another entity within the SEA Group of entities which SEA determines to be within a reasonable day's travel and comparable to the employee's existing role in terms of similar work, seniority, salary and promotional opportunity; or
 - (c) the employee falls within those employees prescribed by section 123 of the Act.
- 8.3.5 Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and SEA may, at SEA's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- 8.3.6 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 8.3.7 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of SEA, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

9 CONSULTATION & DISPUTE RESOLUTION

9.1 CONSULTATION AND COMMUNICATION

9.1.1 This clause applies if:

- (a) SEA has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) The change is likely to have a significant effect on employees of the enterprise.

9.1.2 SEA must notify the relevant employees of the decision to introduce the major change.

9.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise SEA of the identity of the representative;

SEA must recognise the representative.

9.1.4 As soon as practicable after making its decision, SEA must:

(a) discuss with the relevant employees:

- (i) the introduction of the change; and
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures SEA is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) For the purposes of the discussion — provide, in writing, to the relevant employees:

- (i) All relevant information about the change including the nature of the change proposed; and
- (ii) Information about the expected effects of the change on the employees; and
- (iii) Any other matters likely to affect the employees.

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

9.1.6 SEA must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.1.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to SEA's enterprise, the requirements set out in clause 8.1.2; 8.1.3 and 8.1.5 are taken not to apply.

In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

9.1.8 In this clause, **relevant employees** means the employees who may be affected by the major change.

9.1.9 Changes to regular rosters or ordinary hours of work

- (a) Where SEA proposes to change an employee's regular roster or ordinary hours of work, SEA must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) SEA must:
 - (i) Provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that SEA is not required to disclose confidential information the disclosure of which would be contrary to SEA's interests;
 - (ii) Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - (iii) Commence consultation as early as practicable; and
 - (iv) Give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

9.2 DISPUTE RESOLUTION PROCEDURE

9.2.1 If a dispute relates to:

- (a) A matter arising under the Agreement; or
- (b) The NES;

this clause sets out procedures to settle the dispute.

9.2.2 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.

9.2.3 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.

9.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

9.2.5 Provided the Fair Work Commission is satisfied that genuine attempts have been made to resolve the dispute at the workplace level, the Fair Work Commission may deal with the dispute by mediation or conciliation.

9.2.6 If the parties to the dispute agree, the Fair Work Commission may attempt to resolve the dispute by making a recommendation.

9.2.7 If the dispute remains unresolved, the Fair Work Commission may arbitrate and make a determination that is binding on the parties (save for any right of appeal). Any determination must be consistent with the *Code for the Tendering and Performance of Building Work 2016* (the "Code") as amended or replaced from time to time. The Code does not form part of and is not incorporated into this Agreement for any purpose.

9.2.8 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) 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
- (b) 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; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

10 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

10.1.1 SEA and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the following terms:

- (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (a) the arrangement meets the genuine needs of SEA and the employee in relation to 1 or more of the matters mentioned in clause 9.1.1(a); and
 - (b) the arrangement is genuinely agreed to by SEA and the employee.

10.1.2 SEA must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.1.3 SEA must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of SEA and the employee; and
- (c) is signed by SEA and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (iv) states the day on which the arrangement commences.

10.1.4 SEA must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.1.5 SEA or the employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if SEA and the employee agree in writing — at any time.

11 SET-OFF AND OVERPAYMENTS

- (a) To the extent allowed by law, in the event that an employee is overpaid by SEA, the amount of the overpayment may be deducted from future payments owed to that employee.
- (b) SEA will use its reasonable endeavours to speak with any employee affected under this clause prior to any deduction being made. The purpose of the discussion is to let the employee know what has happened and the reasons why such a deduction will be made. SEA will notify the employee in writing of the extent of the overpayment and when it requires it to be re-paid. SEA and the employee may agree on a longer period for repayment in extenuation circumstance.

12 SIGNATORIES TO THE AGREEMENT

I confirm that this is a true copy of the Agreement which was made between South East Asphalt Pty Limited and the employees:

Signed for and on behalf of South East Asphalt Pty Ltd (ACN 105 536 552) by:

The signature of the SEA representative was witnessed by:

Signature:

Signature:

Name: Anatoly Shulkin
 Date: 21 June 2024
 Address: Lot 17 Drovers Place Pakenham Vic
3810

Name: Kate Greig
 Date: 24 June 2024
 Address: 251 Salmon St Port Melbourne Vic
3207

Explanation of the person's authority to sign the agreement:

SEA Business Manager
Company Representative

Head of Industrial Relations

Signed for and on behalf of the bargaining representative by:

The signature of the bargaining representative was witnessed by:

Signature:
 Name: Kevin O'SULLIVAN
 Date: 21-6-24
 Address: 14 GEMSBROOK PARK RD
GEMSBROOK

Signature:
 Name: DARREN BRUCE
 Date: 21-6-24
 Address: 17 LEXCEN CLOSE
BRNICK

Explanation of the person's authority to sign the agreement:

SEA Employee
Bargaining Representative