



Hanson Construction Materials

Melbourne Metropolitan Aggregates

Enterprise Agreement

2024 to 2027

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Part 1 - Application and Operation

1. Title

This Agreement is the Hanson Construction Materials Melbourne Metropolitan Aggregates Enterprise Agreement – 2024 to 2027.

2. Commencement and Period of Operation

This agreement shall operate seven (7) days after approval by the Fair Work Commission and has a nominal expiry date of 30 June 2027.

3. Definitions and interpretation

3.1 In this Agreement, unless the contrary intention appears:

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

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

employee means an employee of Hanson employed to work in the quarrying industry in a classification covered by this Agreement

leading hand means an employee who is required to supervise, direct or to be in charge of another employee or employees – (for leading hand classifications see the Table in clause 22.1)

majority agreement means an agreement between Hanson and at least seventy five percent of the employees in the section of the quarry or operation concerned

metropolitan operations means Hanson quarrying industry operations listed in Clause 4.3.

NES means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth)

night shift means any shift finishing after midnight and at or before 8.00 am

quarrying industry means:

- a) operations in lime and/or stone quarries, sand pits or gravel pits, other than dimension stone, brick, shale or slate quarries; and
- b) operations (other than in a quarry) where the plant and equipment is principally used to crush, screen and/or blend materials such as stone, brick, concrete, masonry, asphalt etc. to produce recycled material, including aggregates, road bases, gravels, fine sands and/or coarse sands and/or a blend of these

3.2 Where this Agreement refers to a condition of employment provided for in the NES the reference is to the condition as defined in the NES.

4. Scope and Persons Bound

4.1 This Agreement is binding on:

- (a) Hanson Construction Materials Pty Ltd (“Hanson”);
- (b) Employees of Hanson engaged in the job classifications set out in this Agreement; and
- (c) the Australian Workers Union (“AWU”) if it is granted an Order by the Fair Work Commission pursuant to S183 of the Fair Work Act 2009.

4.2 This Agreement shall apply to the Hanson sites listed in Clause 4.3. Should additional metropolitan operations be acquired and/or become operational during the term of this Agreement they shall be covered by this Agreement.

4.3 List of sites:

Site	Geographical Location
Bacchus Marsh Quarry	Bonnie Vale Rd Bacchus Marsh
Harkaway Quarry	Noack Rd Harkaway
Kilmore Quarry	200 Dry Creek Rd Kilmore
Kilmore East	Nannys Creek Road Kilmore East
Lang Lang	760 McDonalds Track, Lang Lang
Langwarrin	150 Quarry Road, Langwarrin
Lysterfield Quarry	Wellington Rd, Rowville
Wollert Quarry	Bridge Inn Rd, Wollert
Diggers Rest Quarry	Blackhill Rd, Diggers Rest
Yannathan Quarry	Westernport Road, Yannathan
Werribee Quarry	Live Bomb Range Road, Mambourin
Brooklyn Depot	Jones Rd, Brooklyn
Westall Depot	Westall Rd, Westall

5. Relationship to Awards

This Agreement will operate to the exclusion of any award including but not limited to the *Cement, Lime and Quarrying Award 2020* and will be deemed to cover the field in respect of all wages and working conditions of the employees as against any other award or workplace Agreement made or in force under the Act.

6. Aims and Objectives of the Agreement

- 6.1 The purpose of entering into an Enterprise Agreement is to increase the productivity, efficiency and flexibility of the Quarries to ensure Hanson Construction Materials remains competitive within the quarrying industry.
- 6.2 Hanson Construction Materials remains committed to the continual training of all quarry personnel so that their skill base can be enhanced, and to provide an environment in which these new skills can be utilised and recognised to the satisfaction of individual employees.
- 6.3 The Enterprise Agreement will provide a framework for the future workforce for Quarries which will include traineeships, apprenticeships and maintenance trades.
- 6.4 Furthermore, Hanson recognises the need to improve occupational health and safety for all employees and is therefore committed to the development and implementation of health and safety initiatives. This Agreement provides for the participation of all employees in these initiatives in order that the quarries will become a safer working environment.
- 6.5 To this end, Hanson will provide the necessary training and equipment for site personnel.
- 6.6 All site personnel are to apply the correct procedures as outlined in our Quality Assurance Work Methods.

7. Access to the Agreement and the National Employment Standards

Hanson must ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

8. The National Employment Standards and this Agreement

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

9. Agreement flexibility

- 9.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 9.1.1 the agreement deals with 1 or more of the following matters:
 - I. arrangements about when work is performed;
 - II. overtime rates;
 - III. penalty rates;
 - IV. allowances;
 - V. leave loading; and
 - 9.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph 9.1.1; and
 - 9.1.3 the arrangement is genuinely agreed to by the employer and employee.
 - 9.1.4 Notwithstanding any other provision of this Agreement, Hanson and an individual employee may agree upon the payment of additional payments or allowances to the employee as recognition for continued high performance. Such negotiations will be initiated by Site Management with the approval of the Operations Manager only. Any additional payments or allowances to employees must be authorised by the employee and Hanson. Any such agreement must comply with clauses 9.2 to 9.9 as if it were an agreement under clause 9.1.
- 9.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 9.2.1 are about permitted matters under section 172 of the Act; and
 - 9.2.2 are not unlawful terms under section 194 of the Act; and
 - 9.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3 The employer must ensure that the individual flexibility arrangement:
- 9.3.1 is in writing; and
 - 9.3.2 includes the name of the employer and employee; and
 - 9.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 9.3.4 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 their employment as a result of the arrangement; and
- 9.3.5 states the day on which the arrangement commences.
- 9.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The employer or employee may terminate the individual flexibility arrangement:
 - 9.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 9.5.2 if the employer and employee agree in writing—at any time.

10. No further Claims

It is a condition of this Agreement that the parties will not make any further claims, with respect to wages and working conditions, unless they are specifically permitted by this Agreement.

11. Not to be Used as a Precedent

It is a condition of this Agreement that the parties will not seek to use the terms contained herein as an example or precedent for other Enterprise Agreement whether they involve Hanson or not.

Part 2 - Consultation and Dispute Resolution

12. Consultation regarding major workplace change

12.1 This term applies if the employer:

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

Major change

12.2 For a major change referred to in paragraph 12.1.1:

- 12.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
- 12.2.2 subclauses 12.3 to 12.8 apply.

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

12.4 If:

- 12.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- 12.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

12.5 As soon as practicable after making its decision, the employer must:

- 12.5.1 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 the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- 12.5.2 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.
- 12.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 12.8 In this term, a major change is likely to have a significant effect on employees if it results in:
- 12.8.1 the termination of the employment of employees; or
 - 12.8.2 major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
 - 12.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 12.8.4 the alteration of hours of work; or
 - 12.8.5 the need to retrain employees; or
 - 12.8.6 the need to relocate employees to another workplace; or
 - 12.8.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 12.9 For a change referred to in paragraph 12.1.2:
- 12.9.1 the employer must notify the relevant employees of the proposed change; and
 - 12.9.2 subclauses 12.10 to 12.15 apply.
- 12.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 12.11 If:
- 12.11.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 12.11.2 the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 12.12 As soon as practicable after proposing to introduce the change, the employer must:
- 12.12.1 discuss with the relevant employees the introduction of the change; and
 - 12.12.2 for the purposes of the discussion—provide to the relevant employees:
 - I. all relevant information about the change, including the nature of the change; and
 - II. information about what the employer reasonably believes will be the effects of the change on the employees; and

- III. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 12.12.3 invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 12.13 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 12.14 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 12.15 In this term:
relevant employees means the employees who may be affected by a change referred to in subclause 12.1.

13. Dispute resolution

- 13.1 If a dispute relates to:
 - 13.1.1 a matter arising under the Agreement ;
 - 13.1.2 the National Employment Standards; or
 - 13.1.3 a matter pertaining to the employment relationshipthis term sets out procedures to settle the dispute.
 - 13.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
 - 13.3 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.
 - 13.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
 - 13.5 The Fair Work Commission may deal with the dispute in 2 stages:
 - 13.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 13.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - I. arbitrate the dispute; and
 - II. make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 13.6 Until the dispute is resolved, the status quo antes will prevail, unless the employee has a reasonable concern about the imminent risk to their health or safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of the change.
 - 13.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

14. Joint Consultative Committee

- 14.1 A Joint Consultative Committee (JCC) will be established within 3 months following the Fair Work Commissions approval of this Agreement.
- 14.2 The purpose of the JCC is to identify and ensure the provisions of the Agreement are implemented in a correct and timely manner.
- 14.3 The JCC shall include the Company's nominated managers/supervisors, and a union delegate or employee representative from each quarry site.
- 14.4 The JCC will ordinarily meet three times a year, with agenda items documented and sent to the Supply Chain Manager from committee members who wish to raise matters not less than 14 days before the scheduled JCC meeting. A final agenda will be circulated to all parties at least 7 days before the meeting is held. In the event of no forthcoming agenda items, the JCC meeting will be postponed until the next scheduled ordinary JCC meeting.
- 14.5 Extra ordinary meetings may occur, if required, based on the proposed agenda item/s relevancy to provisions of the Agreement and seriousness of the matter(s) at hand. In this case, agenda items from committee members must be submitted to the Supply Chain Manager as soon as practicable and an extraordinary meeting will be arranged.
- 14.6 JCC meetings shall be held at a suitable location either in person or on-line, in paid time and during business operational hours.

Part 3 - Types of Employment and Termination of Employment

15. Employment categories

- 15.1 Employees may be employed in one of the following categories:
 - 15.1.1 full-time;
 - 15.1.2 part-time; or
 - 15.1.3 casual.
- 15.2 At the time of commencing employment Hanson must inform an employee in writing of the category of their employment; whether it is full-time, part-time or casual.

16. Full-time employees

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

17. Part-time employees

- 17.1 A part-time employee is an employee who:
 - 17.1.1 works less than 38 hours per week; and
 - 17.1.2 works a regular number of ordinary hours each week.
- 17.2 At the time of first being employed, Hanson and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:

- 17.2.1 the hours worked each day;
- 17.2.2 which days of the week the employee will work; and
- 17.2.3 the actual starting and finishing times of each day.
- 17.3 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.
- 17.4 The agreement and variation will be retained by Hanson and a copy given to the employee.
- 17.5 Hanson is required to roster a part-time employee for a minimum of four (4) consecutive hours on any shift.
- 17.6 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 18.
- 17.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.
- 17.8 All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

18. Casual employees

- 18.1 A casual employee has the meaning given by section 15A of the Act.
- 18.2 A casual employee:
 - 18.2.1 must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%; and
 - 18.2.2 must be paid for a minimum of four (4) hours each day they are employed.
- 18.3 The casual loading is instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the entitlements of full-time or part-time employment.
- 18.4 Casual conversion to full-time or part-time employment
 - 18.4.1 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES. However, for the purposes of this clause, an offer or request for conversion by either the employee or Hanson, can be made where the employee has been employed by Hanson for a period of 3 months beginning the day the employment started.
 - 18.4.2 Disputes about offers and requests for casual conversion under this clause are to be dealt with in accordance with the dispute resolution clause contained in this Agreement.
- 18.5 An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

19. Termination of employment

- 19.1 Notice of termination is provided for in the NES. The minimum period of notice (other than for employees excluded under s. 123 of the Act including "an employee whose employment is terminated because of serious misconduct") as provided in the NES is currently prescribed in s. 117(3) of the Act in the following terms :

Work out the minimum period of notice as follows:

(a) first, work out the period using the following table:

Period	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

(b) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

19.2 Notice of termination by an employee

19.2.1 The notice of termination required to be given by an employee is the same as that required of Hanson under clause 19.1 except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

19.2.2 If an employee, who is at least 18 years old, fails to give the required notice Hanson may deduct from wages due to the employee an amount that is no more than one week's wages for the employee less any period of notice actually given by the employee. Hanson will not deduct monies due from accrued NES entitlements.

19.3 Job search entitlement

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with Hanson.

19.4 Abandonment of employment

19.4.1 The absence of an employee from work for a continuous period exceeding five (5) working days without the consent of Hanson and without notification to Hanson will be prima facie evidence that the employee has abandoned their employment.

19.4.2 Hanson will notify an employee of impending termination of employment verbally (whenever possible) or via registered mail to the employees last notified address. Hanson will make all reasonable effort to locate the employee. In the event that notification is by mail a copy of the letter will also be forwarded to the employee's union, if any.

19.4.3 Employment will be deemed abandoned if an employee fails to satisfy Hanson of reasonable cause for the absence within fourteen days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent has been granted.

19.4.4 Notice of termination of employment by abandonment will be in accordance with clause 19.1.

19.5 Summary Dismissal

19.5.1 Nothing in this clause will affect the right of Hanson to dismiss any employee without notice for neglect of duty or misconduct and in such cases the wages will be paid up to the time of dismissal only.

19.5.2 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, Hanson will:

- I. inform the employee that the termination of their employment is being considered;
- II. advise the employee of the reasons for termination; and

- III. provide the employee with an opportunity to show cause why their employment should not be terminated;

19.5.3 An employee will be given reasonable time to respond, and will be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a person of their choosing.

20. Redundancy

20.1 An employees' preference for a voluntary redundancy will be considered by Hanson having regard to the workforce skill mix.

20.2 Transfer to lower paid duties

20.2.1 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 Hanson may, at Hanson'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.

20.3 Redundancy Pay

20.3.1 In addition to the period of notice prescribed for ordinary termination an employee whose employment is terminated for reasons set out in clause 20.1 shall be entitled to redundancy pay in accordance with the provisions of the NES but as if the following Table was substituted for the Table contained in sub-section 119(2) of the Fair Work Act 2009.

Period of continuous service	Severance Payment
Less than one year	Nil
1 year but less than 2 years	4 week's pay
2 years but less than 3 years	6 week's pay
3 years but less than 4 years	7 week's pay
4 years but less than 5 years	8 week's pay
5 years but less than 6 years	10 week's pay
6 years but less than 7 years	11 week's pay
7 years but less than 8 years	13 week's pay
8 years but less than 9 years	14 week's pay
9 years but less than 10 years	16 week's pay
10 years but less than 11 years	17 week's pay
11 years but less than 12 years	18 week's pay
12 years but less than 13 years	19 week's pay
13 years but less than 14 years	20 week's pay
14 years but less than 15 years	21 week's pay
15 years but less than 16 years	22 week's pay
16 years but less than 17 years	23 week's pay
17 years but less than 18 years	24 week's pay
18 years but less than 19 years	25 week's pay
19 years but less than 20 years	26 week's pay
20 years but less than 21 years	27 week's pay
21 years but less than 22 years	28 week's pay
22 years but less than 23 years	29 week's pay
23 years and over	30 week's pay

20.4 If at the date of termination the employee is over 45 years of age, the employee will be entitled to a lump sum amount of redundancy pay in addition to that tabulated above, as follows:

Period of continuous service	Additional Redundancy Payment
-------------------------------------	--------------------------------------

Less than 5 years	Nil
5 years but less than 10 years	4 week's pay
10 years but less than 15 years	8 week's pay
15 years and over	12 week's pay

20.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

20.6 Job search entitlement

20.6.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one (1) day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

20.6.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee must, at the request of Hanson, 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.

20.6.3 This entitlement applies instead of clause 19.2.1.

20.7 Alternative employment

Hanson, in a particular redundancy case, may have the general severance pay prescription varied if Hanson obtains mutually acceptable alternative employment for any employee.

20.8 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service.

20.9 Employees exempted

This subclause shall not apply where employment is terminated as a consequence of conduct that justifies summary dismissal, including incompetence or misconduct, or in the case of employees engaged by the hour, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.

Part 4 - Classifications and Wage Rates

21. Classifications

21.1 All employees covered by this Agreement must be classified according to the structure set out in clause 22.

21.2 Hanson must advise their employees in writing of their classification and any changes to their classification.

21.3 The classification by Hanson must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of the employment as determined by Hanson. The skill level descriptions that currently apply are shown in Appendix One.

22. Wages

22.1 The wage rates to apply to this Agreement are as follows:

Effective on the first (1 st) full pay period on or after:	Current	4.50% 1st May 2024	3.5% or CPI* capped at 4.5% whichever is greater (minimum rate increase shown below) 1st July 2025	3.5% or CPI* capped at 3.6% whichever is greater (minimum rate increase shown below) 1st July 2026
Operator Level	\$/hour	\$/hour	\$/hour	\$/hour
1	31.44	32.86	34.01	35.20
2	32.27	33.73	34.91	36.13
3	33.04	34.53	35.74	36.99
4	33.52	35.02	36.25	37.52
5	34.65	36.21	37.48	38.79
6	36.61	38.26	39.60	40.98
Allowances				
Meal (p/wk)	62.81	100.00	103.50	107.12
Face/Dredge/Processing Plant	0.49	0.52	0.53	0.55
Leading Hand	1.64	1.71	1.77	1.83
Shot Fire (p/s)	48.77	50.96	52.75	54.59
Note: The Leading Hand Allowance can only be applied to Operator Level 3 and above.				
CPI* - Defined as the Australian Bureau of Statistics- Consumer Price Index rates applicable for Melbourne March Qtr in previous year to March Qtr in current year.				

22.2 Higher duties

22.2.1 An employee who is required to do work for which a higher rate is fixed than that provided for their classification will, if such work exceeds a total of one hour on any day, be paid for all work done on such day at the higher rate. In all other cases the employee will be paid the higher rate for the actual time worked.

22.3 Allowances

22.3.1 Meal Allowance

Meal Allowances will be detailed separately on the employees pay slip. The allowance is a fixed weekly lump sum payment and is paid in respect of all entitlements an employee has to a meal allowance under this Agreement.

22.3.2 Face /Dredge/Processing Plant Allowance

i. Other than a relief operator, the Face/Dredge/Processing Plant Allowance will apply to the:

- face loading machine operator.
- rock breaker operator or processing plant operator for any hard rock/sand operation.
- operator of a water-based dredge at any sand operation.
- sand face loading operator.

ii. The allowance is paid for all hours worked on the face/dredge/processing plant.

22.3.3 Transport after normal finishing time

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, Hanson shall provide the employee with a conveyance to their home.

22.3.4 Articulated licence

Where an employee is required by Hanson to obtain a license to drive an articulated vehicle the cost incurred in obtaining such license shall be paid by Hanson.

22.3.5 Temporary Transfer

If an employee is temporarily transferred to another site must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment and an allowance of 80 cents per kilometre will be paid for any distance above the normal km travelled from home to the usual place of work for the duration of this agreement. This allowance rate is to be reviewed and adjusted annually at the beginning of each calendar year if the standard rate per kilometre allowed by the ATO without imposition of tax has changed.

22.3.6 Tool allowance

Where an employee is required to provide tools and appliances used in connection with the work of a quarry, the employee will be reimbursed by Hanson for the cost of the tools and appliances. The provisions of this clause do not apply where the tools and appliances are provided by Hanson.

22.3.7 First Aid Allowance

A weekly (or part thereof) First Aid Allowance of \$25.00 fixed for the life of the Agreement, will be paid to an Employee who:

- (i) has been trained to provide first-aid; and
- (ii) holds a current and appropriate first-aid qualification (such as a certificate from St John Ambulance or a similar body); and
- (iii) is appointed by the Company to perform first aid duty in addition to their normal work duties.

The role shall be rotated on a 6 monthly basis.

22.4 Sick leave at retirement or redundancy

Untaken sick leave at the time of retirement from the industry or redundancy will be paid in lump sum to an amount equal to twenty-five percent (25%) of leave accrued at that time. The employee must be over 55 years old.

23. Inclement Weather

23.1.1 For the purposes of this clause, inclement weather is considered severe or extreme weather conditions due to the existence of heavy rain or abnormal climatic conditions such as but not limited to hail, lightning, snow, extreme cold, high wind, severe dust storm, extreme high temperature, poor air quality or the like or any combination thereof. This clause shall be referred to in the event of such climatic conditions when it is considered unsafe or unreasonable for an employee to work in an uncontrolled environment when inclement weather occurs. Consideration shall also be given to the effect of such inclement weather conditions on employees working in controlled environments such as vehicles, offices, crib rooms, weighbridges, drilling rigs and HME.

- 23.1.2 For employees performing work in an uncontrolled environment, will only do so if it is safe and for a minimal duration necessary. Such works will only be critical or emergency in nature such as but not limited to, securing a site for lockdown, or emergency repairs that must be conducted to ensure the safety of employees. General maintenance, roving/ yard duties, and shot firing will not take place during any forms of the inclement weather listed above, including temperatures that have reached 36 degrees Celsius. Temperature measurements will be taken relative to the affected site.
- 23.1.3 During periods of inclement weather or when inclement weather is forecast Hanson will confer with site employees to establish and prioritise what works are safe to be undertaken in an uncontrolled environment, and also consider what risks employees working in controlled environment may face. This may include but not limited to, the rotation, relocation, or lay down of works until the inclement weather improves, and it has been assessed and determined by Hanson that affected works are safe to recommence.
- 23.1.4 An employee shall be paid at the rate prescribed for the appropriate classification, for all ordinary time lost, when it is determined unsafe or unreasonable for the employee to continue their ordinary duties. Provided that an employee shall not be entitled to payment as aforesaid, unless they attend at, and remains at, their place of employment, and that they are available and willing to perform other duties when requested to do so such as may be allotted to them.
- 23.1.5 Nothing in this clause prevents Hanson from implementing environmental controls during periods of inclement weather in order for works (critical/emergency or otherwise) to be carried out safely.

24. Sub-contactors and Labour Agencies

- 24.1 It is not the intention of Hanson to reduce ordinary or overtime earnings, or to undermine job security of employees, however the parties acknowledge the importance of keeping plant and machinery working within operating hours. Hanson will not engage sub-contractors to reduce ordinary or overtime earnings or to undermine job security of employees.
- 24.2 Prior to any subcontractor or labour hire agency being engaged or commencing work on site, site EA representative/union delegate will be notified who the intended labour hire provider or contractor is. Furthermore, the expected duration of engagement and what works will be performed. Possible alternatives will be discussed and considered however nothing in this clause will prevent Hanson from engaging Labour Hire/Sub-contractors for the purpose of conducting duties covered by this Agreement.
- 24.3 Subcontractors engaged for the purpose of relieving employees covered by this Agreement shall be engaged for a limited time of 3 months only. Where a subcontractor is required for a period beyond 3 months, management will review the reasons with the site EA representative/union delegate.
- 24.4 Hanson will ensure that any labour hire agency engaged by Hanson to perform work covered by this Agreement, will pay its employees at least the same rate of pay as if they had been a direct employee of Hanson.

25. Protective clothing etc.

25.1 Clothing issue

- 25.1.1 Each employee must be provided with two (2) pairs of appropriate overalls or trousers/shirt combinations per annum free of charge.
- 25.1.2 Each employee must be provided with a maximum of two (2) pairs of safety boots/shoes per annum on a one pair for one pair replacement basis.
- 25.1.3 Any other article of protective clothing that is required must be provided by Hanson and must be worn.
- 25.1.4 Hanson must replace such articles when, in the opinion of Hanson, they are no longer in a serviceable condition, but no employee will be entitled to a replacement unless they return the corresponding article issued to them or, if the article is lost or misplaced by the employee to whom it was issued, they must pay a reasonable price for the article.
- 25.1.5 The articles supplied in accordance with this subclause will remain the property of Hanson.
- 25.1.6 Where the purchase of professional laundering of protective clothing is deemed necessary, Hanson will reimburse the employee for the demonstrated costs of laundering. Alternatively, Hanson and employee may agree upon an allowance payable to the employee for laundering of the protective clothing.

25.2 Prescription case-hardened lenses

If Hanson requires an employee to have their prescription lenses case-hardened, Hanson must pay for the cost of such case-hardening.

25.3 Replacement of damaged personal articles

Hanson must compensate an employee to the extent of the damage sustained where, in the course of undertaking their work, the employees clothing (other than that referred to in this clause), spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.

26. Travel, board and lodging

26.1 Permanent change in locality

An employee:

- i) employed in one locality to work in another; or
- ii) sent other than at their own request from their usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence;

must be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or, in cases where the employee is in the process of buying a place of residence in the new locality, for a period not exceeding six months. Expenses will cease after the employee has taken up permanent residence or abode at the new location.

26.2 Temporary change in locality

An employee sent from their usual locality to another (in circumstances other than those prescribed in clause 26.1 and required to remain away from their usual residence must be paid

travelling time whilst necessarily travelling between such localities and such expenses incurred whilst so absent from their usual locality.

26.3 Rate for travelling time

The rate of pay for travelling time will be ordinary rates, except on Sundays and holidays when it will be time and a half.

26.4 Maximum travel time

The maximum travelling time to be paid for will be 12 hours out of every 24 or when sleeping berth is provided by Hanson for all night travel, eight hours out of every 24.

26.5 Meaning of expense

Expenses for the purpose of clause 26 means:

- i) all fares reasonably incurred;
- ii) reasonable expenses incurred whilst travelling, including for each meal taken; and
- iii) the provision of reasonable board and lodging or a reasonable allowance to cover the cost incurred for board and lodging.

27. Accident pay

27.1 Entitlement to Accident Make – Up Pay

Hanson, as a self-insurer in the state of Victoria, shall meet its responsibilities arising under the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* as amended (the “Compensation Act”) and in addition shall provide accident pay in accordance with the following:

27.2 Accident Make-Up Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee under the Compensation Act and the employee's pre injury average weekly earnings as calculated under the Compensation Act (“PIAWE”).

27.2.1 Accident Make-Up pay shall be paid where the employee receives an injury for which weekly payments of compensation are payable pursuant to the provisions of the Compensation Act.

27.2.2 Accident pay does not apply during the first five ordinary working days lost because of incapacity. During this period the provisions of the Compensation Act will apply.

27.3 Period of Accident Pay

27.3.1 When determining the number of weeks that make-up pay will apply for any single injury, accident or work-related illness, whether continuous or not, the maximum will be 39 (thirty-nine) weeks.

27.4 Weekly entitlements

Weekly entitlements for an employee entitled to weekly payments under the Compensation Act and to accident pay under this clause are currently:

27.4.1 For the first 13 weeks post-injury - 95% of PIAWE under the Compensation Act and 5% of PIAWE as accident pay under this clause;

27.4.2 For the period 14 weeks to 39 weeks post-injury - 80% of PIAWE under the Compensation Act and 20% of PIAWE as accident pay under this clause;

27.4.3 For the period 40 weeks to 52 weeks post-injury - 80% of PIAWE under the Compensation Act only; and

27.4.4 From 53 weeks post-injury - 80% of PIAWE excluding overtime only.

28. Payment of wages

28.1 Pay week

Wages (including overtime, any penalties and allowances) must be paid weekly or by Agreement between Hanson and the employee fortnightly.

28.2 Method of payment

Hanson may pay an employee's wages by electronic funds transfer into a nominated bank or financial institution nominated by the employee.

28.3 EFT wages fail to be deposited

When an employee is paid by way of electronic funds transfer (EFT) and their wages are not in their nominated account on the designated pay day, Hanson, if requested to do so by the employee, must reimburse the employee for any late fees or other penalties incurred by the employee because of the late payment by Hanson.

29. Superannuation

29.1 Superannuation legislation

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

29.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

29.2 Employer contributions

29.2.1 Hanson must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid Hanson being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

29.3 Voluntary employee contributions

29.3.1 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise Hanson to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as Hanson makes the superannuation contributions provided for in clause 29.2.

29.3.2 An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to Hanson.

29.3.3 Hanson must pay the amount authorised under clauses 29.2 and 29.3 (29.3.1 and 29.3.2) no later than 28 days after the end of the month in which the authorised deduction was made.

29.4 Superannuation fund

29.4.1 Unless, to comply with superannuation legislation, Hanson is required to make the superannuation contributions provided for in this clause to another superannuation fund that is chosen by the employee, Hanson must make the superannuation contributions provided for in this clause and pay the amounts authorised under this clause to Australian Retirement Trust (formerly Sunsuper) or its successor.

PART 5 - Hours of Work and Related Matters

30. Hours of work

30.1 38 hour week

30.1.1 Subject to this Agreement an employee will work an average of 38 ordinary hours each week as directed by Hanson.

30.2 Ordinary hours of work

An employee's ordinary hours of work will be worked:

- I. on any day of the week Monday to Friday inclusive; and
- II. between the hours of 6.00 am and 6.00 pm; or
- III. between such spread of hours as is agreed by majority agreement,
- IV. or if the employee is a shiftworker:
- V. any day of the week Monday to Friday inclusive; or
- VI. by majority agreement on any day of the week Monday to Sunday inclusive.

30.3 Maximum 10 ordinary hour day

30.3.1 Unless it is agreed otherwise by a majority agreement, an employee's ordinary hours of work must not exceed 10 hours on any day.

30.4 Changing from shiftwork to day work and vice versa

Unless otherwise agreed, Hanson may direct an employee to change from regularly working day work to regularly working shiftwork (or vice versa) by giving the employee one month's notice in writing and the employee will then work their ordinary hours on the shifts/days the employee has been rostered to work.

30.5 When ordinary hours worked

Hanson must notify an employee of the employee's ordinary hours upon the commencement of the employee's employment and thereafter notify the employee of any change to those ordinary hours at least seven days in advance.

30.6 Change to ordinary hours

Despite clause 30.5, if due to unforeseen circumstances Hanson needs to change an employee's ordinary hours to keep the quarry or operation operating effectively Hanson may change the employee's ordinary hours:

- VII. upon giving the employee no less than notice on the previous day of any such change if the employee is a day worker; or
- VIII. upon giving the employee no less than notice on the previous day of any such change if the employee is a shiftworker provided that if the employee is given less than seven days' notice the employee will continue to be paid their shift penalties for the balance of the such seven days even if the employee is transferred to day work.

30.7 Afternoon shifts

Employees on afternoon shift shall be paid at the appropriate rate prescribed in subclause 22.1 hereof plus 20 per cent. The afternoon shift rate (day shift rate plus 20%) will then be multiplied by the relevant overtime rate.

30.8 Night shifts

Employees on night shift shall be paid at the appropriate rate prescribed in subclause 22.1 hereof plus 25 per cent. The night shift rate (day shift rate plus 25%) will then be multiplied by the relevant overtime rate.

30.9 Saturday shifts

If an employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the employee must be paid at the rate of time and a half for the first two hours and double time thereafter.

30.10 Sunday shifts

If an employee works a shift, part of which is on a Sunday, the employee must be paid at the rate of double time.

30.11 Public holiday shifts

If an employee works a shift, part of which is on a public holiday, the employee must be paid at the rate of double time and one half.

30.12 Method of working the 38 hour week

The method of working the 38 hour week will be arranged by Hanson with one work day of a four week work cycle accumulated as a rostered day off (RDO).

30.13 Four (4) Day Working Week

30.13.1 Ordinary hours may be increased from 8 hours per day to 10 hours per day. This can reduce the working week to 4 days.

30.13.2 This shall only occur by majority agreement. The choice of days worked will also be by majority agreement. Sales functions will be rostered. When working a four day week, any hours worked in excess of ten hours will be paid at the normal overtime arrangement; i.e. the first two hours at time and a half, then double time.

30.13.3 If work is required on the fifth day, the first ten hours will be at time and a half, then double time. If over time has been paid in the previous four days, this ten hours will be reduced by the equivalent amount of time and a half hours already worked. Work on the fifth day will be for a minimum of eight hours. RDOs and sick days taken during periods of four (4) day weeks (as described above) will constitute a deduction of ten (10) hours from the RDO and sick day accruals. The usual overtime rate will apply to weekend and public holiday work. However, by majority agreement, Saturday may form part of normal hours at normal pay with day(s) off substituted between Monday and Friday.

30.14 Rostered days off (RDOs)

30.14.1 RDOs will be taken as a paid day off.

30.14.2 RDOs on public holidays

30.14.3 When a rostered day off falls on a public holiday as prescribed in clause 38 the next working day will be taken instead of the rostered day off unless an alternative day is agreed to between the employee and Hanson.

30.14.4 RDOs accrual

- I. 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 purposes of accruing a rostered day off.
- II. Rostered days off will be taken at a time agreed by both parties subject to the requirements of this clause.
- III. Maximum accrual of RDOs is five (5) days. Once this limit has been reached, Hanson may direct the employee to take any excess accrued within a reasonable period of notice, but not less than two weeks.
- IV. When working a four (4) day week as per clause 30.13, RDOs will be accrued at a rate of 0.5 hours per day instead of 0.4 hours per day in a five (5) day week.
- V. By individual mutual agreement RDO accruals may be paid out at time and a half rates. However should accruals above 5 days not be taken or paid out prior to December 15, they shall be automatically paid out in the first pay period in January. 1 month extensions to this clause may be approved by the quarry manager if a leave form is submitted prior to December 15 in application to take RDOs before the end of January.

30.14.5 Working on RDOs

Where an employee is required to work on the employee's rostered day off, the employee will be afforded the choice of another day off to be taken or the employee will be paid at the rate of double time.

31. Meal breaks

31.1 Work before break

31.1.1 Breaks may be staggered to ensure the continued use of plant and machinery. No employee will be required to commence a meal break before five hours or after six and a half hours of commencing ordinary hours or by an otherwise mutually agreed arrangement.

31.1.2 Where an employee during a meal period is required to walk from his place of work to an appointed crib house, his meal period shall be extended (without deduction of pay) for a period sufficient to cover the time occupied in walking between the crib house and the place of work.

31.2 Continuity of operations

31.2.1 The time of taking a scheduled meal break may be altered by agreement between an employee and Hanson or by Hanson but only if it is necessary to maintain continuity of operations.

31.3 Meal breaks for shiftworkers

31.3.1 Despite the provisions of this clause, if the employee is a shiftworker the employee must be allowed a 30 minute paid meal break during each shift, which will be counted as time worked.

31.4 Working through a meal break

31.4.1 Except as provided for in clauses 31.1.1 and 31.2, the employee must be paid at the rate of time and one half of ordinary time for all work done during their meal break and thereafter until a meal break is taken.

32. Rest breaks

32.1 Daily break

An employee must be given a paid rest break of 10 minutes each day.

32.2 Staggering

Hanson may stagger the time of taking a rest break to meet operational requirements.

32.3 Continuous operation

The time of taking a scheduled rest break may be altered by Agreement between the employee and Hanson or by Hanson but only if it is necessary to maintain continuity of operations.

32.4 Shiftworkers

In the case of shiftworkers the rest break may be combined (by Hanson) with the paid meal break so as to enable a 40 minute paid meal break.

33. Overtime

33.1 Payment

33.1.1 Subject to clauses 33.3 and 33.4, for all work performed by an employee outside of and/or in excess of their ordinary hours the employee must be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that, for work done on a Sunday an employee must be paid at the rate of double time with a minimum payment for four hours' work.

33.1.2 Such double time is to continue until the completion of the overtime worked.

33.2 Day stands alone

33.2.1 Except as provided in clause 33.3, in computing overtime each day's work will stand alone.

33.3 Ten hour rest period

33.3.1 Where overtime work is necessary it will, wherever reasonably practicable, be so arranged that the employee has at least 10 consecutive hours off duty between the work of successive days.

33.3.2 Where the employee works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times they will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

33.3.3 Where, if on the instruction of Hanson, the employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid at double their ordinary time rate of pay until they are released from duty for such period and the employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

33.4 Call-back

33.4.1 If an employee is recalled to work overtime after leaving the quarry or operation (whether notified before or after leaving) the employee must be paid for a minimum of four hours' work (whether worked or not) or where the employee has been paid for standing by the employee must be paid a minimum of three hours' pay at the appropriate rate.

33.4.2 This clause will not apply in cases where it is customary for the employee to return to the quarry or operation to perform a specific job outside their ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

33.4.3 Overtime worked in the circumstances set out above, will not be regarded as overtime for the purposes of clause 33.5 when the actual time worked is less than three hours on each such recall.

33.4.4 If the employee is directed to hold them self in readiness to work after their ordinary hours the employee must be paid stand-by time, at ordinary rates of pay, until released.

33.5 Overtime breaks

If an employee is required to work overtime for more than two hours after their normal ceasing time (and for each four hours thereafter) the employee must be provided with a 30 minute break without loss of pay.

33.6 Weekend overtime breaks

Where overtime is worked on a Saturday or Sunday and it continues after 12 noon, the employee must be given a paid break for a meal of 30 minutes between five hours and six and a half hours after commencing work, provided that the work continues after the meal break.

33.7 Weekend minimum

If an employee is required to work overtime on a Saturday or Sunday the employee must be given at least four hours' work or receive four hours' pay.

Part 6 - Leave and Public Holidays

34. Annual leave

34.1 Annual leave is provided for in the NES. The NES currently provides that for each year of service with their employer, an employee is entitled to 4 weeks of paid annual leave.

34.2 Seven day shiftworkers

In addition to the leave provided for in Division 6 of the NES, shiftworkers who are rostered to work regularly on Sundays and holidays will be allowed an additional one week's leave; provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shiftworker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shiftworker.

34.3 Leave in advance

By written agreement between Hanson and an employee a period of annual leave may be taken in advance of the entitlement accruing. The written agreement must be signed by the employee and state that the employee agrees that if leave is taken in advance and the employment terminates before the entitlement has accrued Hanson may make a corresponding deduction from any money due to the employee on termination. Hanson will not deduct monies due from accrued NES entitlements.

34.4 Close-down

34.4.1 Where Hanson intends temporarily to close (or reduce to nucleus) the quarry, operation or a section of the quarry or operation for the purpose, amongst others, of allowing annual leave to the employees concerned or a majority of them, Hanson will give those

employees one month's notice in writing of an intention to apply the provisions of this clause.

34.4.2 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.

34.4.3 Where an employee has been given notice pursuant to clauses 34.4.1 and 34.4.2 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.

34.4.4 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.

34.5 Excess Leave

34.5.1 General provision

- I. An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 34.2 seven day shift workers).
- II. If an employee has an excessive leave accrual, Hanson or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- III. Clause 34.5.2 sets out how Hanson may direct an employee who has an excessive leave accrual to take paid annual leave.
- IV. Clause 34.5.3 sets out how an employee who has an excessive leave accrual may require Hanson to grant paid annual leave requested by the employee.

34.5.2 Direction by employer that leave be taken

- I. If Hanson has genuinely tried to reach agreement with an employee under 34.5.1(II) but agreement is not reached (including because the employee refuses to confer), Hanson may direct the employee in writing to take one or more periods of paid annual leave.
- II. However, a direction by Hanson under clause 34.5.2(I):
 - (a) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.5.1, 34.5.2 or 34.5.3 or otherwise agreed by Hanson and employee) are taken into account; and
 - (b) must not require the employee to take any period of paid annual leave of less than one week; and
 - (c) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

- (d) must not be inconsistent with any leave arrangement agreed by Hanson and employee.
- III. The employee must take paid annual leave in accordance with a direction under clause 34.5.2 (I) that is in effect.
- IV. An employee to whom a direction has been given under clause 34.5.2(I) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 34.5.2(IV) may result in the direction ceasing to have effect. See clause 32.3.2(II)(a).

NOTE 2: Under section 88(2) of the Act, Hanson must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

34.5.3 Request by employee for leave

- I. If an employee has genuinely tried to reach agreement with Hanson under clause 34.5.1(II) but agreement is not reached (including because Hanson refuses to confer), the employee may give a written notice to Hanson requesting to take one or more periods of paid annual leave.
- II. However, an employee may only give a notice to Hanson under clause 34.5.3(I) if:
- III. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
- IV. the employee has not been given a direction under clause 34.5.2(I) that, when any other paid annual leave arrangements (whether made under clause 34.5.1, 34.5.2 or 34.5.3 or otherwise agreed by Hanson and employee) are taken into account, would eliminate the employee's excessive leave accrual."
- V. A notice given by an employee under clause 34.5.3(I) must not:
 - (a) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 34.5.1, 34.5.2 or 34.5.3 or otherwise agreed by Hanson and employee) are taken into account; or
 - (b) provide for the employee to take any period of paid annual leave of less than one week; or
 - (c) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (d) be inconsistent with any leave arrangement agreed by Hanson and employee.
- VI. An employee is not entitled to request by a notice under clause 34.5.3(I) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 34.2 Seven day shiftworkers) in any period of 12 months.
- VII. Hanson must grant paid annual leave requested by a notice under clause 34.5.3(I).

34.6 Payment and loading

An annual leave loading of 17.5% will be payable on the normal base rate of pay for any period of annual leave taken. This will be payable on each nominal pay day of the weekly pay period which falls within the period of annual leave taken.

34.7 Pay out of Annual leave

Where it is not in conflict with State and Federal legislation Hanson may, if it is so requested by an employee, at its sole discretion, allow the payout of annual leave. Where approved this payout of leave is limited to 2 weeks per year and must comply with the NES requirement that employee retains at least 20 days annual leave.

35. Personal/carer's leave and compassionate leave

35.1 Personal/carer's leave and compassionate leave are provided for in the NES. The NES currently provides that for each year of service with their employer, an employee is entitled to 10 days of paid personal/carer's leave and for two days compassionate leave in circumstances defined in the NES.

36. Community service leave

36.1 Community service leave is provided for in the NES.

36.2 For the purpose of this clause, a recognised emergency management body includes bodies such as the State Emergency Service (SES) and Country Fire Authority (CFA).

36.3 Jury Service

36.3.1 An Employee who attends jury service selection/jury service shall be released from their duties in accordance with the Juries Act 2000 (Vic) subject to the employee providing Hanson with written evidence of jury service selection/jury service; and

36.3.2 In accordance with the Juries Act 2000 (Vic), Hanson will pay the difference between the juror payments an employee receives and what the employee would reasonably have expected to have earned had they attended work instead of jury service. This includes any penalties, allowances, or loadings the employee would have reasonably expected to have received in that time; and

36.3.3 The employee must provide written evidence confirming the juror payment amounts in order for makeup pay to be paid. Evidence may also include documentation showing that all necessary steps were taken by the employee to obtain juror payments.

37. Long Service Leave

37.1 Long service leave is provided for in the Long Service Leave Act 1992 (Vic.). Under that Act long service leave accrues at the rate of 1/60th of the time employed by a single employer and generally is payable at that rate after seven years of service.

38. Public holidays

38.1 Public holiday entitlements are provided for in the NES. Currently the NES defines public holidays as:

38.1.1 each of these days:

- I. 1 January (New Year's Day);
- II. 26 January (Australia Day);
- III. Good Friday;
- IV. Easter Monday;
- V. 25 April (Anzac Day);
- VI. the King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- VII. 25 December (Christmas Day);
- VIII. 26 December (Boxing Day).

38.1.2 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.

38.2 Substitution of public holidays by Agreement

Another day may be substituted for a public holiday by majority agreement.

38.3 Payment for work on a public holiday

If an employee works on any of the holidays arising from this clause or any day substituted for such holidays the employee must be paid at the rate of double time and one half of their ordinary rate of pay.

38.4 Application to four day week

An employee working a four day week shall:

- 33.7.1 not be entitled to be paid for a public holiday falling on a day not forming part of the employees four days of ordinary hours unless the employee is required to work on that day in which case clause 36.3 applies; and
- 33.7.2 be paid for 10 hours of ordinary time for any public holiday falling on a day forming part of the employees four days of ordinary hours.

39. Family and domestic violence leave

39.1 Family and domestic violence leave shall be in accordance with the National Employment Standards (NES).

39.2 Depending upon the circumstances, Hanson may request supporting documentation to accompany an application for family and domestic violence leave. Supporting documentation may include:

- a) documents issued by the police service,
- b) documents issued by a court,
- c) family violence support service documents,

- d) documents issued by a treating health practitioner,
 - e) a statutory declaration or
 - f) other evidence that would convince a reasonable person.
- 39.3 Hanson understands any information about an employee's experience of family and domestic violence is sensitive and if mishandled, it could have adverse consequences for the employee. Hanson is committed to working with the affected employee on how this information will be appropriately handled.
- 39.4 Where Hanson provides a greater benefit than what is provided for under the NES, that greater benefit will apply.

Part 7 - Health Safety, Workplace Representation and Productivity

40. Occupational Health and Safety

- 40.1 The parties to this Agreement recognise the need to improve the occupational health and safety of the workplace by reducing lost time injuries through the implementation of health and safety improvement programs.
- 40.2 All personnel are to remain focussed on achieving zero lost time injuries.
- 40.3 All personnel are to willingly participate in training programmes and other site initiatives designed to improve safety and all work practices.
- 40.4 Hanson shall take immediate action to provide for an employee, if required, the necessary transport in the case of sickness or injury arising out of the normal duties of such employee

41. Operator Training

- 41.1 Hanson aligns with the Resources and Infrastructure Industry Training Package (RII). It provides a career path and formal certificates, which will be recognised throughout Australia. Hanson will pay training costs.
- 41.2 All new employees will enter Hanson under the Competency Training scheme. Skills will be recognised after achieving the relevant competencies. Should competency standards be unavailable employees will be given 12 months from time of introduction to achieve competency in that particular operation. Time extensions may be granted if it can be proven by the employee that Hanson has not provided adequate training resources.
- 41.3 A Hanson Operator Logbook will be issued to all employees to record details of training and time spent on individual machines. This logbook will be used to demonstrate evidence of practical experience gained when attempting to gain or retain competency recognition.

42. Individual Training Review Plans

- 42.1 An individual Training Review/Plan will be developed for each individual employee who wants to progress through the skills structure by no later than 31st March each calendar year.
- 42.2 The Individual Training Review/Plan purpose is to identify what skills and training are required for an employee to progress through the skills structure and will include an agreed timeline.

- 42.3 Employees who undertake skills training must be deemed competent and have a successful review before pay point progression is confirmed.
- 42.4 Within 6 months of the implementation of the Individual Training Review/Plan, the employee and Hanson will meet to discuss any problems/concerns or obstructions which may have been identified, for the purpose of ensuring training is completed in a timely and effective manner.

43. Delegates/Workplace Representatives

- 43.1 An employee appointed as the union delegate at a quarry site, upon notification to Hanson by the union, shall be recognised as the accredited representative of the union and shall represent the industrial interests of those members, and any other persons eligible to be such members, including in disputes with their employer.
- 43.2 The union delegate shall undertake reasonable communication with members and those eligible to become members, during ordinary paid time, to:
 - 43.3 Discuss work related matters of concern or to communicate information relating to the workplace to employees during working hours;
 - 43.4 Assist and represent employees who have requested them to do so in respect of a dispute arising in their workplace or matters set out in this Agreement, including preparing, attending and participating in dispute resolution proceedings and collective bargaining meetings and proceedings in the Fair Work Commission or other relevant jurisdiction.
 - 43.5 Consult and confer with union officials on active workplace matters pertaining to an employee whom they are representing.
 - 43.6 Consult with Hanson management including participating in any consultation process set out in this Agreement.
 - 43.7 Be introduced as the union delegate for their quarry site to new employees who have joined Hanson as part of the employees' induction plan.
 - 43.8 Hanson will ensure the union delegate has reasonable access to the worksite and worksite facilities to adequately carry out their role.
 - 43.9 Hanson will release the union delegate to attend relevant delegate training up to a maximum of 5 days per calendar year (non-cumulative) to assist the delegate in gaining the skills and training necessary to execute their duties effectively and appropriately relevant to their role as union delegate. Such training shall be conducted in paid time and undertaken during normal working hours. The union delegate must provide 14 days written notice to their supervisor of such training including sufficient information from the union including but not limited to, the official training invitation or training request.
 - 43.10 Should the *Cement, Lime & Quarrying Industry Award 2020* provide for more generous workplace delegate rights to those set out in this clause, then those provisions will apply in accordance with s.250A of the Fair Work Act 2009 (Cth).
 - 43.11 The union organiser or union delegate may meet with members including those eligible to become members, for one meeting, per quarter, non-cumulative that shall not exceed 1 hour's duration. The union will provide a minimum of 7 days' notice of conducting any such meeting and will consider production requirements of each site. Such meetings will be of a general and informative nature with the intent to educate broadly on topics such as superannuation, industry based occupational health and safety matters, industry based industrial matters and mental health.
 - 43.12 Nothing in this clause prevents or is intended to prevent the union or union delegate from exercising their rights held under the Fair Work Act 2009 (Cth)

44. Further Productivity Improvements

- 44.1 Hanson and employees undertake to continue discussions to arrive at further improvements to the mutual benefit of the parties.

45. Commitments

- 45.1 Hanson recognises that employee contribution is essential to improve performance and therefore accepts those commitments by employees to work towards agreed targets as sincere and in the overall interests of increasing productivity and efficiency for the collective benefit of Hanson and its work force.
- 45.2 Furthermore, Hanson maintains a commitment to multi-skilling and training so that employees can improve their skills base, develop a career within the Quarrying industry and have greater job satisfaction.
- 45.3 All employees agree to carry out any tasks which may or may not involve the use of tools, plant and equipment, within their skills, competency or training as directed by Hanson.

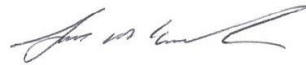
SIGNATURES

SIGNED for and on behalf of:

HANSON CONSTRUCTION MATERIALS PTY LTD (ABN 90 009 679 734):

Full Name: Seam McCormick

Signature:



Date: 28.06.2024

Address: 601 Doncaster Road
DONCASTER VIC 3108

Authority to sign the Agreement: Supply Chain Manager Aggregates- Southern Region

THE AUSTRALIAN WORKERS UNION:

Full Name: Ronnie Hayden

Signature:



Date: 1 July 2024

Address: 685 Spencer Street

West Melbourne, Victoria, 3003.

Branch Secretary

Authority to sign the Agreement: AWU Victorian Branch

APPENDIX ONE

A.1 OPERATOR LEVELS

Operator levels are assigned based on training, skill and performance as measured by both the points associated with each skill and the outcome of performance reviews with the Quarry Manager.

Level	Description	Required Skills	Performance and Development Requirements
<u>Level 1</u> <i>Trainee</i>	<ul style="list-style-type: none"> - Entry level for employees - Perform routine duties as per their level of training - General labouring and cleaning as required - Work under direct supervision 	<ul style="list-style-type: none"> - N/A 	<ul style="list-style-type: none"> - Completion of Work Safely training - Successful review - Work towards a total of 3 points
<u>Level 2</u>	<ul style="list-style-type: none"> - All duties as per Level 1 with additional operating abilities 	<ul style="list-style-type: none"> - Work Safely - 3 points 	<ul style="list-style-type: none"> - Successful review - Gain an additional point
<u>Level 3</u>	<ul style="list-style-type: none"> - All duties as per Level 2 with additional operating abilities 	<ul style="list-style-type: none"> - Work Safely - 4 points 	<ul style="list-style-type: none"> - Successful review - Gain an additional two points
<u>Level 4</u>	<ul style="list-style-type: none"> - All duties as per Level 3 with additional operating abilities 	<ul style="list-style-type: none"> - Work Safely - 6 points 	<ul style="list-style-type: none"> - Successful review - Gain an additional two points
<u>Level 5</u>	<ul style="list-style-type: none"> - All duties as per Level 4 with additional operating abilities 	<ul style="list-style-type: none"> - Work Safely - 8 points 	<ul style="list-style-type: none"> - Additional training and performance reviews as required at primary location of employment
<u>Level 6</u> <i>Supervisor</i>	<ul style="list-style-type: none"> - Deemed to be a 'supervisor' as per Hanson management 	<ul style="list-style-type: none"> - Work Safely 	<ul style="list-style-type: none"> - As prescribed by Hanson management

A.1.1 Notes

1. Competencies in the RII elements table (see over) have been assigned points.
2. The granting of a Level and progression through the Levels will be based on achieving the required points and a successful review by the Quarry Manager and with the approval of the Supply Chain Manager Aggregates .
3. An Employee's overall performance will be reviewed and discussed with their Quarry Manager in conjunction with their Supervisor on an annual basis. This is an important opportunity for formal two-way communication about job performance, competency levels and the employee's future training requirements.
4. The Quarry Manager may recommend granting a Level without achieving the required points by agreement with the Supply Chain Manager Aggregates .
5. All competencies under 'Winning' are available to all operators, provided those competencies are relevant at their location.
6. Competencies not used for 12 months **may** have their value rescinded or substituted for a more relevant competency, and training arranged accordingly. The time given for training in a substituted competency is six (6) months. This will not be used to de-skill the workforce.
7. Competencies other than those listed under 'Winning' are offered at the discretion of the Quarry Manager.
8. Special arrangements for Level 6:
 - a. Level 6 is preserved in this Agreement for those who already hold the Level. Future supervisory roles will be offered as salaried roles.

APPENDIX ONE – CONT.

A.1.2 Competency Table

Category	Course Code (or equivalent)	Competency Description	Points
Winning	RIIMPO206D	Conduct bulk water truck operations	1
	RIIMPO301D	Conduct hydraulic excavator operations	1
	RIIMPO304D	Conduct wheel loader operations	1
	RIIMPO308E	Conduct tracked dozer operations	1
	RIIMPO310E	Conduct grader operations	1
	RIIMPO312D	Conduct scraper operations	1
	RIIMPO313D	Conduct face loading operations	2
	RIIMPO329D	Conduct dragline operations	1
	RIIMPO336D	Conduct belly dump truck operations	1
	RIIMPO337D	Conduct articulated truck operations	1
	RIIMPO338D	Conduct rigid haul truck operations	1
	RIIMEX301D	Conduct dredging operations	2
Processing	RIIPRO303D	Conduct sand wash plant operations	1
	RIIPRO205D	Conduct blending plant operations	1
	RIIPRO302D	Perform process control room operations	1
	RIIPRO301D	Conduct crushing and screening plant operations	1
	RIIWMG201D	Conduct dewatering activities in surface operations	1
Sales, Testing & Dispatch	RIISTD202D	Collect routine site samples	1
	MSL973001	Perform Basic Tests	1
	TLID2022	Conduct Weighbridge Operations	3
	or	Conduct Relief Weighbridge Operations	1
Maintenance	RIISAM306D	Service and maintain conveyors, feeders and hoppers	1
	RIISAM307D	Service and maintain crushers	1
	RIISAM308D	Service and maintain screens	1
	RIISAM309D	Service and maintain pumps	1
	RIISAM302D	Service and handover plant and machines	1
	RIIWHS202D, MSMPER200, MSMPER205, MSMPER202	Confined Space Training (Actively using the competency in the process of completing confined space work under the use of a Confined Space Permit).	1
	RIIWHS204D	Working at Heights (Actively using the competency in the process of completing work at heights under the use of a Working at Heights Permit).	1
	CPCDDO3011A	Perform dogging.	1
	CPCCLRG3001A	Licence to perform rigging basic level.	1
Special/Other	TAE40116	Certificate IV in Training & Assessment	4
	TLILIC2001A	Licence to operate a forklift truck	1
	RIIBLA301D	Conduct surface shotfiring operations	2
	-	Trade Qualification applicable to Quarry Industry (Being Applied)	8
	HLTAID003	Provide first aid	1
	St Johns Ambulance Mental Health Training	Provide mental health first aid	1
	BSB40515	Certificate IV (or higher) in Business Administration	4

APPENDIX ONE – CONT.

A.1.3 Notes on Trainee Level - Quarry Operator Traineeship and School Based Quarry Operator Traineeship

To provide training, experience and exposure for school based students and recent school leavers into the fundamentals of the crushing and screening the extractive materials industry.

A.1.3.1 School Based Quarry Operator Traineeship

1. Targeted for school students who are still at school (preferably year 11 and 12 students) and wish to extend their knowledge and skills to learn about extractive industry.
2. Based on the first two modules of Certificate 3 in Resources and Infrastructure (RII) and in house training materials.
3. The Traineeship is for 2 years (1 – 2 days per week depending on the student's and school availability).
4. At the end of the 2 years of the School Based Traineeship the trainee will gain credit toward the full time Quarry Operator Traineeship, if they wish to continue, after leaving school.
5. There is no guarantee of full time employment at the end of the School Based Traineeship or full time Traineeship unless there is a position available.
6. Trainees will be paid rates at least 5% higher than those provided for in Schedule E - National Training Wage of the *Miscellaneous Award 2020*.

A.1.3.2 Quarry Operator Traineeship

1. Targeted for students who have left school / learning colleges such as TAFE.
2. Based on Certificate 3 in Resources and Infrastructure (RII) and in house training materials.
3. The Traineeship is for 2 years (full-time) and at the end of the 2 years there is no guarantee of full time employment as a trainee operator unless there is a position available.
4. Trainees will be paid rates at least 5% higher than those provided for in Schedule E - National Training Wage of the *Miscellaneous Award 2020*.