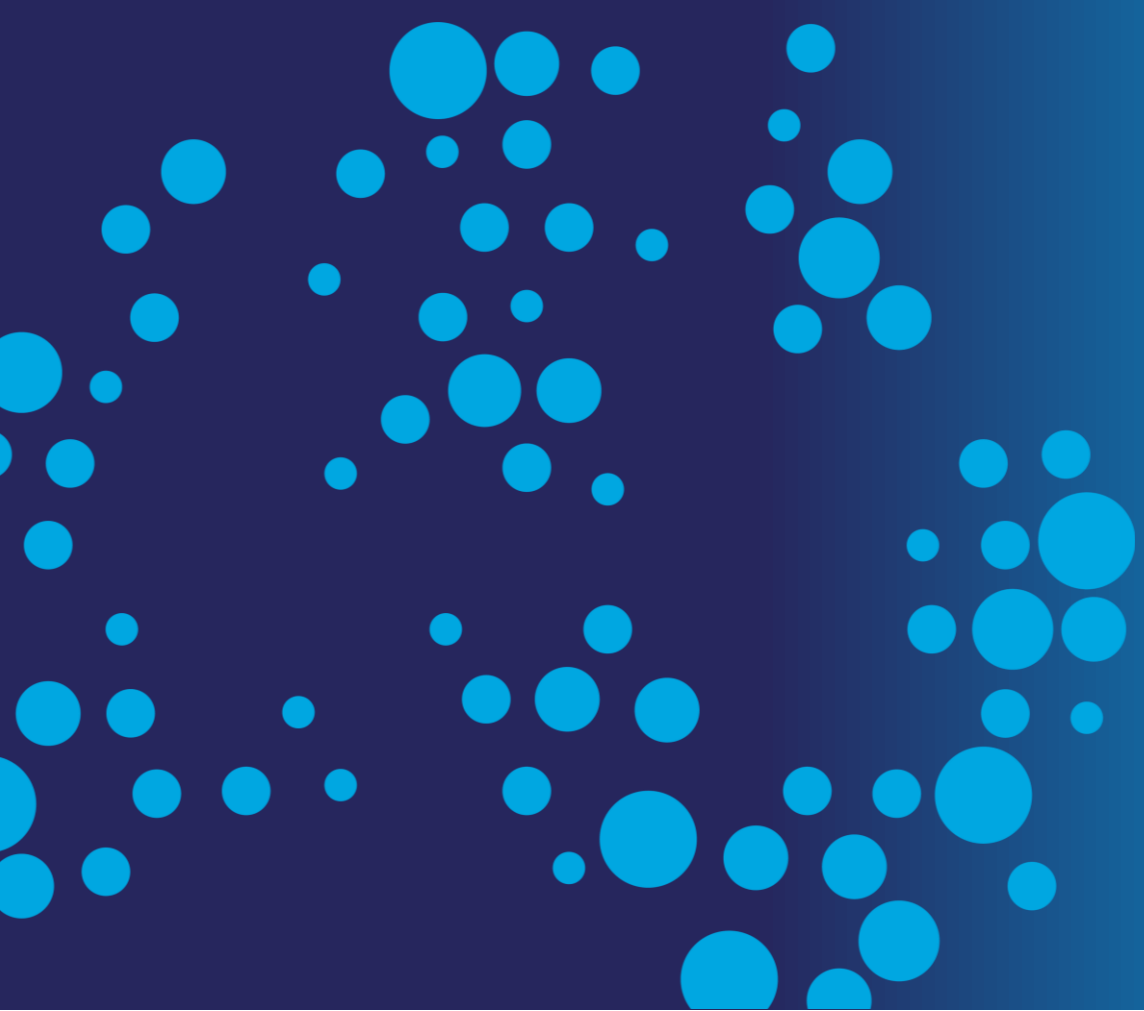


Central Pre-Mix Concrete Agitator Drivers Enterprise Agreement

2022



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Part 1 – Application and Operation

1.1. Application of the Agreement & Parties Bound

This Agreement is known as the Central Pre-Mix Concrete Agitator Drivers Enterprise Agreement 2022.

1.1.1 Parties Bound

Parties bound to this agreement are:-

Central Pre-Mix Concrete Pty Ltd trading as Central Pre-Mix Concrete (“The Company”); and

All employees engaged by The Company as Agitator Drivers who are covered by the classifications within the Agreement.

1.2. Definitions

“**FWC**” or “**Commission**” means Fair Work Commission

“**Act**” means Fair Work Act 2009

“**Award**” means the Road Transport and Distribution Award 2020.

“**Employer and Company**” means or refers to Central Pre-Mix Concrete Pty Ltd, ABN 62 008 070 862 and any incorporated subsidiaries of the company undertaking business within the State of Victoria.

“**Employee**” – means any employee whose work is covered by this agreement

“**Immediate Family**” has the same meaning as in the Act and includes an employee's spouse (or de facto spouse), and a parent, sibling, child, grandparent or grandchild of the Employee or their spouse (or defacto spouse).

“**NES**” means National Employment Standards in Part 2-2 of the Fair Work Act 2009

1.3. Commencement and duration of the Agreement

This Agreement shall commence seven days after the date of the Notice from Fair Work Commission ("FWC") advising that the Agreement has been approved. The Agreement will have a nominal expiry date 05 September 2026.

This Agreement will continue to apply after its expiry date until the Agreement is varied, replaced or terminated in accordance with the Act.

This Agreement can be terminated or varied at any time during the life of the Agreement in accordance with the Act.

This Agreement may be terminated after its nominal expiry date in accordance with the Act.

1.4. Conditions of Employment

Employees will observe Company policy as issued from time to time. Company policy does not form part of this Agreement.

Application of Award Conditions

While this Agreement is in operation, any relevant Modern Award will not apply to Employees employment with Us.

In the case of an existing employee, this Agreement supersedes any previous Workplace Agreement that applied to the Employee and Us.

1.5. No Extra Claims

Employees may not pursue any further claims relating to the conditions of their employment whether dealt with in this Agreement or not.

1.6. Validity of this Agreement

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.7. Flexibility

The employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) The arrangement deals with the taking of annual leave.
- b) The arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

For the avoidance of doubt, the arrangement may not vary the effect of terms of this enterprise agreement other than those relating to the taking of annual leave.

The employer must ensure that the individual flexibility arrangement:

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

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

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

The employer or employee may terminate the individual flexibility arrangement:

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

1.8. Fair work Information Statement and Casual Employment Information Statement

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/casual-employment-information-statement>

<https://www.fairwork.gov.au/employee-entitlements/national-employment-standards/casual-employment-information-statement>

1.9. Employee Responsibilities

There are some fundamental responsibilities that Employees have. These are:

To do all work to the best of their ability, skill and competence.

To carry out their work at places reasonably requested by us.

To comply with all WHS Acts and Regulations, industry codes and practices, company policy, standards, procedures, safe work method statements or any other work instructions communicated by the company.

To report to us immediately any breach or suspected breach of our policy, practices or procedures or any act of misconduct of which they become aware, whether by an other employee or contractor

To do their best to promote, and not harm, our business, interests and reputation.

To attend and remain at their place of work, unless their absence is authorised.

To comply with all of our reasonable instructions in order to protect the health and safety of all employees and any other person having dealing with us at the workplace.

For a reasonable cause to attend a doctor nominated by us for a full medical examination if requested by us at any time. The examination may also include a drug and alcohol test.

To keep confidential any "Confidential Information" they become aware of through their employment with us. Confidential Information includes all information relating to our business or operational interests, our methodology and affairs, financial information and anything else we notify an Employee as being confidential. Nothing in this clause precludes an employee from divulging information about this Agreement to any other person.

To respect and value the diversity of our workplace by helping to prevent and eliminate unlawful discrimination, harassment and bullying.

To conduct activities requested to ensure company health, safety and environmental plans, objectives and targets can be achieved.

To attend and participate in relevant meetings, workshops and forums to openly discuss HSE matters.

To participate in risk assessment process (including safe operating procedures, risk register reviews, plant risk etc) to ensure hazards are identified, assessed and controlled.

To ensure operational processes such as clearance to work, work permits, isolation processes and other work preparation activities are conducted and followed.

To ensure a high standard of housekeeping is maintained at all locations where work is conducted.

To participate in workplace inspections and audits when requested.

To participate and support emergency preparedness initiatives when requested.

To be aware of and understand legal requirements relating to Chain of Responsibility, including understand each person's role in the chain, and ensuring compliance with legal and business requirements relation to Chain of Responsibility. Training will be provided to employees.

1.10. Shared Responsibilities

The Company and the Employees agree to comply with all WHS Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.

The Company and the Employees will make every effort to ensure that the workplace is free from harassment and agree to observe established procedures and consultative processes to help achieve this objective.

Where applicable the Employees will comply with our record and timekeeping requirements. We will maintain pay records in accordance with the Act.

Part 2 – Consultation and Dispute Resolution

2.1. Consultation

a) This clause applies if the employer:

- 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
- 2) Proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

b) For a major change referred to in paragraph (1)(a):

1) The employer must notify the relevant employees of the decision to introduce the major change; and

2) Subclauses (3) to (9) apply.

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

If:

4) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

5) The employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

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

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

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.

6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

- (i) The termination of the employment of employees; or

- (ii) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (iii) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) The alteration of hours of work; or
- (v) The need to retrain employees; or
- (vi) The need to relocate employees to another workplace; or
- (vii) The restructuring of jobs.

Change to regular roster or ordinary hours of work

10) For a change referred to in paragraph (1)(b):

- (i) The employer must notify the relevant employees of the proposed change; and
- (ii) Subclauses (11) to (15) apply.

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

12) If:

- (i) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) The employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

- 13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) Discuss with the relevant employees the introduction of the change; and
 - (b) 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
 - (c) 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).
- 14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 16) In this term:
- relevant employees means the employees who may be affected by a change referred to in subclause (1).

2.2. Resolving Workplace Concerns or Disputes

If a dispute relates to:

- a. A matter arising under the agreement; or
- b. The National Employment Standards;

this term sets out procedures to settle the dispute.

An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

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.

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

Fair Work Commission may deal with the dispute in 2 stages:

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

If Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

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

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

An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (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 comply with direction.

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

2.3. Behaviour and Performance Management

Following an appropriate investigation, the company will counsel the Employee as to the Company's expectations where the Employee's behaviour or performance is considered unacceptable or requiring improvement.

Where the Employee's continued performance or behaviour does not meet expectations, a written warning will be issued and shall be recorded. The written warning will advise the Employee of what action is required to rectify the situation and the consequences of failing to do so, which may include the termination of their employment.

During this process the Employee may choose to have a person of their choosing present.

This clause does not apply to serious and wilful misconduct that would justify summary dismissal.

Part 3 – Termination of Employment and Redundancy

3.1. Termination of Employment

- a. We may terminate an Employees employment in the following (but not exhaustive) circumstances:
- b. Serious misconduct by an Employee.
- c. A fundamental or serious breach by an Employee of our policies and practices.
- d. A fundamental or serious breach by an Employee of this Agreement.
- e. A failure by an Employee to perform or conduct themselves to a satisfactory standard on a consistent basis (so long as they have been told the problems with their performance and been given an opportunity to improve to the required standard).
- f. Conduct that would warrant summary dismissal at common law.
- g. If an Employee was persistently absent or late without proper cause.
- h. An act of gross negligence by you.
- i. At any time during the probationary/qualifying period
- j. At any time within the first 12 months of your employment if the Employee is employed on a casual basis of any kind.
- k. An Employees position is no longer required.

3.2. Period of Notice

Notice of termination by Us

- (i) In order to terminate an Employees employment if they are a full-time or part-time employee, we will give them the applicable period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, if they are over 45 years of age at the time of giving notice with not less than two (2) years continuous service, they are entitled to an additional one (1) week's notice.

- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by us requiring them to work part of the required period of notice and by us making payment for the period of notice not worked.

- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice (had their employment not been terminated) will be used.

- (v) The period of notice in this clause, shall not apply in the case of dismissal for the reasons set out in sub clauses 3.1 a though to k, in this case notice may be immediate. The period of notice in this clause does not apply if the Employee is an apprentice, trainee or an employee engaged for a specific period of time or for a specific task or tasks.

Notice of termination by an Employee (Resignation)

The notice of termination required to be given by an Employee is the same as that required by us, except there is no requirement on them to give additional notice based on their age.

3.3. Redundancy

As per the National Employment Standards (NES): -

Definition

Redundancy occurs when we decide that we no longer wish the job an Employee has been doing to be done by another employee of the Company.

Transfer to lower paid duties

If we transfer an Employee to lower paid duties by reason of redundancy, the same period of notice must be given to them as they would have been entitled to if the employment had been terminated. We may at our discretion, make payment in lieu of notice by an amount equal to the difference between an Employees former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing. In this situation, no severance pay is payable.

Severance pay

In addition to the period of notice prescribed for ordinary termination, if an Employees employment is terminated by reason of redundancy they will be paid the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

Employees exempted

This clause does not apply where an Employee's employment is terminated for a reason other than redundancy, or if they are a casual employee, an employee serving a probationary period, or an employee engaged for a specific period of time or for a specific task or tasks.

3.4. Return of Property

Upon termination of employment for any reason, Employees must immediately return all property belonging to us.

For the purpose of this clause 'Property' includes:

- i. Anything that we instruct the Employee is our property;
- ii. Anything the Employee is directed by us to return to us at the end of their employment;
- iii. Anything the Employee should be reasonably aware of that is our property.

For example, 'Property' includes but is not limited to keys, uniforms, phones, computers and equipment.

3.5. Abandonment of Employment

An absence from work for a continuous period exceeding three (3) working days without notification to us will be prima facie evidence that an Employee has abandoned their employment.

Notice will be provided to employees as per the NES

Part 4 - Types of Employment and Classifications

4.1. Full Time Employment

This means that Employees are required to work 38 ordinary hours a week averaged over a period of up to 4 weeks.

4.2. Part Time Employment

Part Time Permanent Employees means those Employees engaged to work less than 38 ordinary hours per week, averaged over up to 4 weeks.

At the time of first being employed, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times of each day.

Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

The agreement and variation will be retained by the employer and a copy given to the employee.

An employer is required to roster a part-time employee for a minimum of four (4) consecutive hours on any shift.

A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate in Schedule 1 prescribed for the class of work performed.

All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

4.3. Casual Employment

- (a) A casual employee is engaged by the hour to work when the employer needs him or her to work, and with no firm advance commitment that the work will continue indefinitely or to an agreed pattern of work. Each period of engagement stands alone.

- (b) There is no obligation on the Company to provide a casual employee with ongoing work.
- (c) A casual employee must be paid the hourly rate as prescribed in Schedule 1 for the classification which they are employed in, plus a casual loading of 25%; with a minimum of 4 hours payment for each engagement
- (d) The 25% casual loading is paid instead of paid leave (except long service leave), paid public holidays (unless worked), notice of termination, redundancy benefits and the other attributes of full-time permanent or part-time permanent employment provided for in this agreement.
- (e) An employer when engaging a person for casual employment must inform the employee at the time of engagement that the employee is to be employed as a casual, stating the classification level and the relevant rate of pay.
- (f) Casual Employee's employment may be terminated by either party providing one (1) hours' notice. This does not affect the right of the Company to dismiss them without notice for misconduct or other lawful cause that justifies summary dismissal.

4.4. Casual Conversion

A casual employee, other than an irregular casual employee, who has been engaged by a particular employer for a sequence of periods of employment under this award during a period of 12 months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

Where the employee requests to have their employment converted, the employer will advise the employee in writing, within four weeks of the request, as to whether the employer can consent to the request.

Where such conversion occurs the details will be recorded in writing.

If a casual employee has elected to become and has been converted to a full-time or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

For the purposes of clause 4.3.(a) an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

4.5. Fixed Term Employment

This means that the Employee will be employed by us for a fixed period of time or for a specific project/event of finite duration as determined by their contract of employment or letter of offer.

The contract may be extended by agreement or notice will be give 2 weeks prior that the contract will expire in line with the letter of offer.

4.6. Probationary Period

All permanent employees, up to six (6) months of their initial employment with us will be as a probationary employee.

Service accrued during the probationary period will count as service for the purpose of calculating leave entitlements.

While an employee is a probationary employee either they or we may terminate their employment for any reason (not limited to matters specified in this Agreement) by giving one (1) week's notice or payment in lieu, unless the termination is for misconduct that justifies summary dismissal.

4.7. Classifications and Work Requirements

Classifications will be set out in **Schedule 1** of this agreement. Classifications are subject to employee's qualifications, experience and fitness, required to perform all the tasks of the position, including those tasks that are incidental or of a lower classification to the main functions of their position.

Employee allocation to tasks and the location of work will be at our direction considering operational requirements.

Nothing in this Agreement precludes an employee's appointment to another classification of work within this Agreement, in which case this Agreement continues to apply.

Part 5 – Hours of Work

5.1. Ordinary Hours of Work

Span of Ordinary Hours

Ordinary hours of work may be worked at any time between the hours of 5.00 am to 5.00 pm.

Ordinary hours of work may be worked on any day from Monday to Friday inclusive.

In addition to Ordinary Hours, there may be requirements to work on Saturdays between the hours of 6.00am and 1.00pm.

You may refuse to work additional hours if you consider that the required for you to work additional hours are unreasonable.

Employees are required to work 38 ordinary hours Monday to Friday and ordinary hours cannot be worked on a public holiday.

5.2. Meal Breaks

Due to the particular conditions which apply in the concrete carting industry, and the fact that employees received regular meal/rest breaks in the plant while waiting for jobs, the meal/rest breaks provided for by the employer are deemed to be the meal/rest breaks as required under this agreement.

All Full time employees will be entitled to a 30 minutes paid meal/rest break for each rostered shift.

All Casual employees will be entitled to a 30 minute paid meal/rest break for each rostered shift.

5.3. Fatigue Breaks

Ensure fatigue is managed in line with the applicable State or Federal Legislation and company standards, policies and procedures.

The parties to this agreement agree that subject to State or Federal legislation and company standards, employees will endeavour to take fatigue breaks flexibly to suit the needs of the business.

Part 6 – Remuneration

6.1. Rate of Pay

Permanent employees will be paid the rate of pay prescribed in **Schedule 2** of this agreement for the classification in which they are employed.

Casual employees will receive a 25% loading, which will be applied to the ordinary rate of pay prescribed in **Schedule 2** of this agreement for the classification in which they are employed.

The wage will be paid weekly **by** electronic funds transfer.

6.2. Wage Increases

The rates of pay and increases are set out in **Schedule 2** and will commence 7 days after this enterprise agreement has been approved by the Fair Work Commission (FWC).

6.3. Allowances

Meal Allowance

If an employee is required to work overtime for two hours or more after their normal ceasing time then the employee must be paid a meal allowance as prescribed in **Schedule 3**. For each subsequent meal after a further four hours overtime a meal allowance will be paid as prescribed in **Schedule 3** of this Agreement.

The meal allowance is to go up with the Road Transport and Distribution award 2020 each year.

Driver Training Allowance

An employee who is requested by management for the responsibility and accountability for training a new driver will be paid a daily monetary allowance for the period of that training, as prescribed in **Schedule 3** of this agreement.

6.4. Rostered Days Off

Where an RDO system is made available and agreed by Adbri, employees may work additional ordinary hours each week which will be banked.

Any additional ordinary hours' work will need to fit into the shift and/or roster arrangements within this agreement (i.e., an ordinary day of 8 hours may be worked. 7.6 hours are paid each day and 0.4 hours will be banked to the RDO).

This RDO system is for the purposes of allowing employees to bank time when operations are impacted including wet weather, plant breakdown, raw materials impact, or be taken at other agreed times for unforeseen or personal circumstances.

Cashed out RDO's will reduce the accrual by the number of hours cashed out. Any remaining accrued and unused RDO's will be cashed out and paid to the employee in December each calendar year (no carry over of remaining accrued and unused RDO's to the following calendar year). All cashed out RDO's will be paid out at the employees' ordinary rate of pay.

Applying to take RDO's or cash out (other than the yearly cash out of accrued and unused RDO's) must be done so through the approved Adbri system and / or process and approved by your manager (mutual agreement). RDO's may be taken in half days or full days. With the exception of weather events or similar, it is expected employees provide at least 7 days' notice when taking an RDO as time off. A shorter period may be considered in exceptional circumstances.

An RDO system is available and subject to operational needs. Any changes to this system would be discussed with employees as per the Consultation terms contained in this Agreement and may be terminated with notice.

6.5. Superannuation

The Company will pay superannuation contributions at the rates prescribed by the prevailing superannuation legislation.

The default fund will be the Adelaide Brighton Group Superannuation Fund, part of the Mercer Super Trust which offers a MySuper product.

Employees have a choice of nominating a superannuation fund that complies with the legislation if they wish. This must be done within 28 days of commencing employment. If they do not nominate a complying superannuation fund within that 28 day period, the Company will pay superannuation contributions into the default fund.

Employees may make one change in a 12 month period from their nominated fund to another fund that complies with legislation.

Employees may make additional superannuation contributions on a salary sacrifice basis, subject to legislative requirements and allowances.

6.6. Overtime

For the purpose of this clause overtime means additional hours that we direct an employee to work and is for time worked in excess of the ordinary hours prescribed in clause 5.1. Provided that, for time on Saturday and Sunday, overtime will immediately apply from the commencement of the shift with a minimum engagement of four hours.

Overtime will be paid at a multiple of the Employees ordinary rate of pay as follows:

- (a) From Monday to Saturday at 1.5 times for the first two (2) hours and 2.0 times thereafter.
- (b) On a Sunday at 2.0 times.
- (c) On a Public Holiday at 2.5 times.

Where the Employee is called back to work outside of their normal working hours, they will be entitled to a minimum of four (4) hours payment for that call back.

Employees will be advised of the roster of working hours at least 12 hours in advance of the requirement to work however, employees may also be asked to work at short notice due to staff absences or unforeseen work demands.

Part 7 – Leave and Public Holidays

7.1. Annual Leave

As per the National Employment Standards (NES). Annual Leave does not apply to casual employees.

Employees are entitled to four (4) weeks paid annual leave per year. Annual leave will accrue progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

Where an Employee regularly works on a continuous 24 hour/7 day shift work roster, they will be entitled to an additional one (1) week paid annual leave per completed year of service. In this case the additional annual leave will accrue at the rate of 1/52 of ordinary hours worked.

For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

In addition to the leave entitlement in Division 5 of the NES, where an employee with twelve months' continuous service is engaged for part of the twelve month period as a shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

An Employee may be required to take a nominated period of annual leave due to a partial or complete shutdown of our business. We will advise Employees of the dates to be taken prior to the shutdown.

The Company has an expectation that leave will be taken in the year it is accrued and the company may direct an employee to take annual leave where the employee has a large accumulated annual leave balance in accordance with the Act. Where the company has directed an employee to take annual leave, the respective employee must advise the company within 14 days as to when they propose the leave to be taken. In the absence of any advice, the leave shall be taken as directed by the Company.

Annual leave is payable at the Employees ordinary rate of pay for the number of ordinary hours they would have worked during the period of annual leave. Annual leave hours paid will be deducted from their accrued entitlement.

Any annual leave accrued but not taken will be paid out on termination of employment based on the Employees Ordinary Rate of Pay at that time.

Any annual leave accrued but not taken will be paid out on termination of employment based on the Employees Ordinary Rate of Pay at that time, plus 17.5% annual leave loading.

7.2. Personal/Carers Leave

As per the National Employment Standards (NES) and as follows: -

Full time Employees are entitled to a total of ten (10) days paid personal leave per year, in accordance with this clause, if they are unable to attend work because of a personal injury or illness (sick leave), or because they have to care for a member of their immediate family or household (carer's leave).

An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.

An Employee will receive payment for the day of the absence based on their ordinary rate of pay. The hours paid as Personal leave will be deducted from their accrued entitlement.

An Employee will only be entitled to personal leave if the day(s) requested for personal leave was an ordinary day that they would have been required to work.

An Employee is required to produce a medical certificate if they are absent from the workplace for personal leave for two consecutive days or more. An Employee will not be required to produce a medical certificate where the circumstances would make it unreasonable for them to do so. In this case they must provide us with a statutory declaration that sets out the reason for their absence and why they could not obtain a medical certificate.

If an Employee is unable to attend work because of injury or illness, they must inform us as soon as is reasonably practicable and, in any event, prior to the start of their shift,

unless they are unable to comply with this requirement due to reasons beyond their control. In order to comply with WHS requirements, such advice must include:

- a) The nature of the injury or illness (if known); and
- b) The period you expect to be away from work.

If it is not practicable for an Employee to give us prior notice of their absence, they must notify us [by telephone] at the first practicable opportunity.

- a) Unused personal leave will accrue from year to year.
- b) Unused personal leave will not be paid out on termination.

In circumstances where an Employee has exhausted their paid carer's leave entitlement they are entitled to up to two (2) days' unpaid carer's leave for each occasion on which they may have otherwise claimed paid carers leave. A casual employee may also access up to two (2) days' unpaid carer's leave, subject to meeting the notice and evidence conditions above.

7.3. Public Holidays

As per the National Employment Standards (NES) and as follows: -

Public holidays will be recognised on those days prescribed by the relevant state legislation.

An Employee will not lose ordinary pay as a result of a public holiday falling on a day that they would normally be rostered to work. An Employee will be paid at their ordinary rate for that day.

If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

We may require an Employee to work on a public holiday. Payment for work performed on a public holiday is prescribed at Clause 6.5 of this Agreement.

7.4. Compassionate Leave

As per the National Employment Standards (NES) and as follows: -

Full time Employees are entitled to paid leave for up to two (2) days per occasion to attend to:-

- a) The bereavement; or
- b) A life threatening illness/injury of a member of the Employees immediate family or household.

An Employee will receive payment for the day of the absence based on their ordinary rate of pay, for the ordinary hours they would have worked had they not been absent on compassionate leave.

An Employee must advise us as soon as possible of their need to take compassionate leave.

Compassionate leave is non-cumulative.

An Employee may be required to produce suitable evidence for their requirement to take and be paid for compassionate leave. Failure to provide suitable evidence may result in non-payment of compassionate leave. For the purpose of this clause 'suitable evidence' can be in the form of death notice or statutory declaration.

For the purpose of this clause, an 'occasion' is limited to each separate life threatening illness or injury sustained by the person concerned.

7.5. Long Service Leave

Employees are entitled to long service leave subject to the qualifying conditions and terms of the relevant state legislation.

It is expected that employees will take their Long Service Leave entitlement in the 24 months immediately after it becomes available. Should this present difficulty for an Employee, their situation should be discussed and approved with their Department Manager.

7.6. Parental Leave

Employees are entitled to Parental Leave in accordance with the minimum conditions of the Act.

7.7. Community Service Leave

Employees (including Casuals) are entitled to community service leave, in accordance with the National Employment Standard and relevant State Legislation, to attend:

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

Employees are required to notify the Company as soon as reasonably practicable of their intention to take leave and advise the period (or expected period) of the absence.

Where an employee (other than a Casual):

- a) Is required to attend jury service, he/she will be paid the difference between their base rate of pay for ordinary hours and the amount received for jury service.
- b) Attends a voluntary emergency management activity, he/she will be paid at their ordinary rate of pay for the ordinary hours the employee was scheduled to work.

To be entitled to community service leave, employees must provide proof to satisfy a reasonable person that they have been / will be engaged in an eligible community service activity. For employees on jury service, they are also required to provide an attendance certificate.

7.8. Paid Family and Domestic Violence Leave

As per the National Employment Standard (NES).

7.9. Jury Duty

As per the National Employment Standard (NES).

Part 8 – OH&S

8.1. Occupational Health and Safety

The Company and employees so far as is practicable will at all times maintain a safe and hazard free workplace and will comply with the Occupational Health & Safety Act 1985 (Vic) and Regulations pursuant thereto.

The employees will at all times conduct themselves in a safe and responsible manner taking a constructive role in promoting improvements in occupational health, safety and welfare, to assist the Company in achieving a healthy and safe working environment. Such involvement will involve complying with all OH&S policies and procedures established by the Company.

8.2. Personal Protective Equipment

We will provide all Employees with protective equipment, including safety footwear (where appropriate) on their first day of employment. Clothing will be supplied upon the successful completion of the probationary period.

We will replace such clothing and equipment as is necessary due to fair wear and tear. The replacement process will be on an exchange basis.

Protective clothing and footwear issued to Employees by us are not to be used for personal use.

Employees will be responsible for the laundering and maintenance of clothing and footwear issued to them.

Employees will be responsible for the replacement or repair of any safety or protective equipment which is lost or wilfully damaged by them.

If Employees fail to wear the protective clothing issued to them or fail to properly utilise any piece of safety equipment at the worksite, they will be counselled by their supervisor in the first instance.

Should the Employee subsequently fail to wear or use safety equipment in an appropriate manner they may be required to show cause why their employment should not be terminated.

8.3. Licences

If an Employee is required as a condition of their employment to hold a qualification or licence, they must notify us immediately if their licence or qualification is suspended or cancelled or if they are disqualified from holding or obtaining that licence or qualification.

If a fundamental part of an Employees employment to hold a qualification or licence, a loss of that qualification or licence they may be required to show cause why their employment should not be terminated.

If an Employee does not hold an appropriate current qualification or licence, they are strictly forbidden from participating in activities that require that qualification of licence. Such conduct may result in disciplinary action up to and including dismissal.

If an Employee is required to enter a building site a "White Card" or "Blue Card" for construction is required as per the relevant state legislation.

8.4. Fitness for Work

Employees are required to comply with the Fitness for Work program developed by the Company, as varied from time to time, and to contribute to our efforts to ensure that the workplace remains free of drugs and alcohol.

Employees will be held accountable for any breach of that Policy. Any proven breaches on their part which contravene that Policy will result in disciplinary action up to and including the termination of their employment.

8.5. Training

Training is an important part of Employees employment.

Employees are to undertake all inductions(s) and training as required by us to ensure they have all the skills and competencies needed to perform all of the tasks required.

The Company will meet the costs of training that we direct Employees to take.

Employees are required to teach work skills and procedures to other employees as and when required by us.

8.6. Company Vehicle Offences

Employees are expressly forbidden to operate company vehicles without a current valid driver's licence. Breach of this clause will be treated as gross misconduct resulting in instant dismissal.

Employees are required to notify the company in writing of any driving offences with which they have been charged or convicted resulting in the loss of their driving licence within 24 hours of that event.

Any injuries/damage to vehicle driver, company vehicles, other vehicles, private property or the public due to company vehicles not driven within the law will result in the employee being dismissed due to gross misconduct.

Licence checks without notification will be conducted at the Company's discretion. Further, the employee must sign a Vic Roads Consent Form for a licence check.

All accidents/incidents involving company vehicles or speeding infringements must be reported immediately to the production supervisor.

8.7. Sexual Discrimination and Harassment

The company and employees will, at all times, comply with the Sex Discrimination Act 1984 (Cth) regarding sexual discrimination and take all steps to ensure a work environment which fosters equal employment opportunity, by observing section 351 – Discriminatory terms of the Fair Work Act 2009 (Cth).

In the event of a complaint made by an employee regarding sexual discrimination or harassment, an investigation will be conducted in accordance with Clause 2 of this Agreement, ensuring a fair hearing to all parties.

Part 9 – Miscellaneous Provisions

9.1. Declarations to US

If an Employee wishes to hold a second job with someone else they must advise us of this. We may oppose that request and they must comply with our decision if we are of the opinion it will harm our business or negatively affect their ability to work for us

9.2. Stand Down

Where an employee cannot be usefully employed due to;

- (i) Industrial action (other than industrial action organised or engaged in by the employer);
- (ii) A breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown; or
- (iii) A stoppage of work for any cause over which the employer cannot be reasonably held responsible;
- (iv) The company will endeavour to seek alternative employment should a stand down become applicable.

Provided the employee commenced work prior to the stand down, they will receive a minimum 2 hours ordinary pay for the time they worked.

The stand down period is counted as a period of service and does not break an employee's continuous service with the employer.

9.3. Accident Pay

If the employee is prevented due to illness, incapacity or injury from performing their duties under this Agreement as a result of a work related illness or injury, the employee will be paid by the Company's WorkCover Insurer at the relevant rate of payment according to the employee's ordinary time earnings, to a maximum of twenty-six (26) weeks in accordance with the provisions of the Accident Compensation (WorkCover) Act 1992 (Vic).

It is a requirement as part of the employees recovery and return to work program that the employee will comply with and participate in all directions as given by the relevant Medical Practitioner who will be monitoring the employees recovery.

9.4. Efficiency Measures

The time for taking meal breaks may be postponed to suit operational requirements in compliance with Central Pre-Mix Concrete policies.

Employees will ensure that the Company's chicle is clean and presentable inside and out. Vehicles will be subject to a bi-monthly inspection by the Production manager/Supervisor and any instructions related to truck cleanliness must be immediately complied with. If using acid, acid washing procedures must be followed.

A courteous and polite level of on site co-operation with customers must be maintained at all time.

Employees undertake to co-operate in the implementation of the company's quality assurance system.

All maintenance and repair requirements will be reported promptly to the Plant Manager on the designated document and the said maintenance and repair requirements will be performed promptly.

Jack hammering and water blasting of concrete build up in the agitator bowl will be undertaken by a contractor and not drivers.

Concrete Agitator Drivers are required during ordinary working hours to participate in yard duties as instructed by the Plant Manager (e.g. yard cleaning, bag handling and loader driving etc.).

Should any driver be required to operate any machinery (e.g. loader or forklift) other than a Concrete Agitator Truck, that employee is to have the current, appropriate operating licences.

Truck Signage is to be maintained in a satisfactory condition at all times by the employee and replacement signage will be the Company's responsibility.

9.5. Concrete Agitator Driver Job Description

The following descriptions apply to the job classification for a Concrete Mixer Driver, who is in charge of and responsible of the driving of a Concrete Mixer with a 5 cubic metre or greater bowl capacity:

- Comply with the Drivers procedures as established by the company
- Regulate slump of concrete
- Report to Plant Manager on arrival each morning for days work assignments
- Conduct daily vehicle pre-start in line with company procedure
- Ensure truck is correctly presented for loading on each occasion during the day
- Ensure slump of concrete after loading and before leaving the plant, if defective advise the Plant Manager
- Deliver concrete to customer job sites as instructed
- Check slump of concrete on arrival at customers job site
- Unload concrete as required at customers job site
- Complete job dockets at job site
- Wash truck at the end of each day's work
- Maintain truck in a clean and presentable condition both inside and out
- Maintain truck in good working condition in accordance with the manufacturers specifications
- Other duties as directed including yard and equipment maintenance
- Report all faults, hazards and incidents to the Plant Manager

Part 10 – Signatories

This Agreement is made on the day of 2023.

Signed for and on behalf of
Central Pre-Mix Concrete Pty Ltd

Signature:
.....

Title:
.....

Print Name:
.....

Date:
.....

Address:
.....

In the presence of:

Signature:
.....

Print Name:
.....

Signed as a representative of
employees who are to be covered
by this agreement

Signature:
.....

Title:
.....

Employee representative

Print Name:
.....

Date:
.....

Address:
.....

In the presence of:

Signature:
.....

Print Name:
.....

Schedule 1 – Classifications

Trainee Agitator Driver

All new employees will commence as a Trainee Agitator Driver for their first twelve months of employment. This will ensure they are trained in all aspects of driving an Agitator Truck in a safe and efficient manner. After 12 months and following assessment, they will be reclassified as a Grade 6 Agitator Driver.

An experienced Agitator Driver applying for employment can be assessed prior to 12 months and if assessed as competent can be reclassified earlier.

Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 24 tonnes.

Agitator Driver

Driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 24 tonnes.

Schedule 2 – Remuneration

Classification	Hourly Rate 06 September 2022 5.5%	Hourly Rate as at 06 September 2023 4%	Hourly Rate as at 06 September 2024 3.5%	y Hourly Rate as at 06 September 2025 3%
Trainee Agitator Driver	\$26.57	\$27.64	\$28.61	\$29.47
Agitator Driver	\$27.14	\$28.23	\$29.22	\$30.10

Schedule 3 - Allowances

Allowance Type	Allowance Rate (\$)
Meal Allowance	\$18.59 per meal (to change with the award each 1 July)
Driver Training Allowance	\$20.00 per day



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