



Tegra Australia Enterprise Agreement 2024

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SIGNATORIES	ERROR! BOOKMARK NOT DEFINED.

PART 1 – APPLICATION & OPERATION OF THE AGREEMENT**1. TITLE**

This Agreement shall be known as the **Tegra Australia Enterprise Agreement 2024**.

2. DEFINITIONS

In this Agreement, the following terms are used, unless the contrary intention appears:

Term / Abbreviation	Meaning
Agreement	<i>Tegra Australia Enterprise Agreement 2024</i> made under s183 of the <i>Fair Work Act 2009</i> (Cth)
Award	As applicable, refers to the Awards outlined below: <ul style="list-style-type: none"> • Road Transport & Distributions Award 2020 • Road Transport (Long Distance Operations) Award 2020 • Manufacturing and Associated Industries and Occupations Award 2020 • Premixed Concrete Award 2020 • Cement, Lime and Quarrying Award 2020
Cement Tanker Driver	Truck Drivers in the Haulage – Cement Tanker team as described in Schedule 1.
Employee	an Employee of Tegra Australia Pty Ltd who is covered by this Agreement
Employer	Tegra Australia Pty Ltd (ABN 33 002 340 338)
HV fatigue management requirements	National heavy vehicle fatigue management requirements controlling driving, working hours and breaks for heavy vehicles under the Heavy Vehicle National Law and Regulations and will be either the Standard Hours requirements or the Basic Fatigue Management (BFM) requirements, as applicable to each Truck Driver
FWC	Fair Work Commission
IFA	Individual Flexibility Agreement
Local Truck Driver	All Truck Drivers (including concrete agitator drivers) other than Cement Tanker Drivers
NES	National Employment Standards (as amended)
NHVR	Heavy Vehicle National Law and Regulations
Ordinary Hourly Rate	Rate of pay (as outlined in Schedule 2) for ordinary hours of work not including loadings, penalty rates or allowances separately provided for
Ordinary Hours	Ordinary hours are an employee's normal and regular hours of work.
Parties	the Employer and Employee(s)

Term / Abbreviation	Meaning
PPE	Personal protective equipment
Tegra	Tegra Australia Pty Ltd (ABN 33 002 340 338)
Truck Driver	Any employee undertaking truck driving duties in an appointed or temporary / acting capacity
The FW Act	<i>Fair Work Act 2009 (Cth) (as amended)</i>

3. PURPOSE OF AGREEMENT

The principles of this Agreement are:

- 3.1. To document employment conditions in a way that is simple and easy to understand and apply;
- 3.2. To provide employment conditions that are fair and equitable.
- 3.3. To provide employment conditions that are flexible to accommodate the needs of both the Employer and employees, to the extent that it is sustainable and reasonable to do so, having regard for operational requirements and the level of resources.

4. PERIOD OF OPERATION

- 4.1. This Agreement shall come into effect seven days after it is approved by the FWC. The nominal expiry date will be four years from the FWC approval date.
- 4.2. Notwithstanding the nominal expiry date of the Agreement, it shall continue to operate until it is terminated or replaced by a new enterprise agreement.

5. PARTIES BOUND AND APPLICATION

- 5.1. This Agreement applies to Tegra and to all employees of Tegra who are employed in a classification set out in Schedule 1 of this Agreement.
- 5.2. The parties to this Agreement undertake that for the life of this Agreement there will be no further claims over matters encompassed by the Agreement.

6. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

The provisions of this Agreement are to be read in conjunction with the NES and to the extent that this Agreement may provide a lesser entitlement than the NES, then the NES will apply.

7. RELATIONSHIP TO THE AWARDS

- 7.1. This Agreement, upon its approval and commencement, will prevail over and replace any applicable Award.
- 7.2. Subject to the FW Act, except where this Agreement expressly provides otherwise, this Agreement operates to the exclusion of any other agreement, award or industrial instrument.

8. ACCESS TO THE AGREEMENT

A copy of this Agreement shall be made available to prospective employees and employees in each work location.

9. VARIATION OF AGREEMENT

This Agreement may only be varied in accordance with the provisions of the FW Act.

PART 2 – EMPLOYMENT OBLIGATIONS AND FORMS OF EMPLOYMENT

10. CONDITIONS OF EMPLOYMENT

- 10.1. Within the limits of their skills, competence and training, employees shall undertake their duties as directed and use any tools and equipment as required for the efficient performance of those duties.
- 10.2. Employees recognise the need to be flexible in the performance of their duties and may be required to perform a wider range of duties including work which is incidental or peripheral to their main task. Tegra commits not to promote deskilling through requiring this degree of flexibility.
- 10.3. Employees are required to do all things reasonably necessary to attain and maintain the required levels of skill, competence, health and fitness to perform their work in a safe, efficient and productive manner. This may include a requirement to undertake training, undergo medical assessments and drug and alcohol testing.
- 10.4. Employees shall be issued with PPE as appropriate to their work requirements. Employees shall ensure that all such PPE issues are worn and maintained in accordance with the Employer's and applicable safety and health requirements.
- 10.5. Employees must not, except in the proper course of their duties, disclose confidential information without the Company's prior consent. This obligation extends, but is not limited to, confidential information relating to Tegra's operations, finances, business transactions and confidential information concerning or relating to the business of Tegra clients or contractors.

11. TRAINING COSTS

- 11.1. This clause applies to an employee who, during their employment with the Employer, undertakes formal training at the expense of the Employer.
- 11.2. Where such training will be provided to an employee, the employee may be required to sign a deed that provides for the employee to repay the cost of the training if the employment is terminated for a cause within the employee's control.
- 11.3. The deed will specify the cost of the training and provide that the Employer may deduct, from any amount payable to the employee, any amount owing to the Employer under the deed.
- 11.4. By signing the deed, the employee will authorise any deduction by the Employer (from any amount payable to the employee) of any amount owing under the deed.
- 11.5. The amount payable by the employee to the Employer under the deed must not be unreasonable in the circumstances and must not exceed the percentage of the training cost determined in accordance with the following table:

Period from training to termination of employment	% of training cost repayable
Termination within 6 months after the completion of the training	100%
Termination more than 6 months but not more than 12 months after the completion of the training	75%
Termination more than 12 months but not more than 18 months after the completion of the training	50%
Termination more than 18 months but not more than 24 months after the completion of the training	25%

12. EMPLOYMENT POLICIES & LEGISLATION

- 12.1. To ensure that Tegra operates lawfully, safely and efficiently, Tegra may implement policies, procedures or manuals. To meet the changing environment in which we operate, it may be necessary to review, implement, vary or terminate any of these documents from time to time.
- 12.2. These documents provide guidelines for employees and management action. Employees must comply with these documents; however, they are not incorporated into this Agreement and are not intended to create any kind of contract, binding guarantee or agreement between the parties.

13. FORMS OF EMPLOYMENT AND CLASSIFICATIONS

13.1. General Principles and Provisions

- a) As further detailed below, employees shall be engaged in permanent or defined term employment on a full time or part time basis, or in casual employment at the appropriate level within the classifications set out in Schedule 1.
- b) An employee’s form of employment may be changed by written agreement between the Employer and the employee.
- c) New employees will have their form of employment and classification specified at the time of commencement of employment and Current employees will have their classification confirmed upon approval of this Agreement.

13.2. Probationary Period

- a) New employees, except casuals, shall be employed for a probationary period of up to 3 months. An initial probationary period may be extended by the Employer, provided that the total probationary period does not exceed 6 months. The probationary period will be commensurate with the requirements of the position and the experience of the employee.
- b) On commencing employment and throughout the probationary period, probationary employees will be advised of the performance standards required and If, during the probationary period an employee is not performing to the standard required, the Employer shall discuss the concerns with the employee and the Employer shall give the employee necessary support and opportunity to improve the employee’s performance.

- c) During the probationary period, the employee's employment may be terminated by either the employee or the Employer by providing one week's written notice or, in the case of termination by the Employer, payment in lieu of notice. The Employer may agree to waive the notice period required of the employee.

13.3. Full Time Employment:

Employees working 40 ordinary hours per week averaged over the pay cycle; comprising of 38 hours and 2 reasonable additional hours.

13.4. Part Time Employment:

- a) Employees who are employed to work agreed hours, which are fewer than the full-time ordinary hours.
- b) The arrangement of hours of a part time employee shall be agreed in writing between the Employer and the employee and may be varied by further written agreement.
- c) The agreement shall specify the agreed ordinary part time hours and the arrangement of those hours to be worked over an agreed work cycle (e.g., weekly, fortnightly).
- d) The minimum engagement on any day for a part time employee shall be 4 hours.
- e) For the purposes of paragraph b) above, the Employer and employee may agree, in advance, to a variation to the ordinary hours for a given day and in such cases those varied hours will be the ordinary hours for that day.
- f) A part time employee shall receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee in the same position.

13.5. Defined Term Employment

- a) Subject to any FW Act requirements, an employee may be engaged on a full time or part time basis for a defined term for purposes including apprenticeships, project work, peak or short-term additional workload, unplanned absences, etc. The defined term shall be agreed between the Employer and the employee in writing.
- b) There is no obligation upon the Employer to offer ongoing employment beyond the agreed term. A further defined term may be offered continuous with the previous term without changing the temporary nature of the employment arrangement. Any such further term shall be agreed in writing between the Employer and the employee.
- c) Except as otherwise provided in this Agreement, a defined term employee shall be entitled to the same terms and conditions in this Agreement, as a permanent employee occupying the same position.
- d) The Employer may terminate the employment of a defined term employee at any time during the term of employment in accordance with clause 31 - TERMINATION OF EMPLOYMENT.

13.6. Casual Employment:

- a) Casual employees shall be employed and paid by the hour and each separate period of employment shall be arranged by mutual agreement between the Employer and the employee.
- b) Casual employees shall be paid at the hourly rate of pay in Schedule 2, for the classification they are engaged in, plus a loading of 25%.
- c) The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements that may apply to full-time or part-time employment.
- d) A casual employee must be paid a minimum of 4 hours each day they are employed.
- e) There is no guarantee of a minimum or maximum amount of work, ongoing or indefinite work, pattern of work, hours or days of work, except the minimum number of hours per day as stipulated above. The employee can elect to accept or reject work, as offered.
- f) Casual employees are entitled to "casual conversion" in accordance with the NES.
- g) Casual employees are entitled to certain forms of leave in accordance with the NES.

14. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 14.1. Despite anything else in this Agreement, the Employer and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the Employer:
 - a) arrangements for when work is performed; or
 - a) overtime rates; or
 - b) penalty rates; or
 - c) allowances.
- 14.2. An agreement to vary the terms of this Agreement in accordance with this clause shall be known as an Individual Flexibility Arrangement (IFA).
- 14.3. An IFA must be one that meets the genuine needs of the employer and employee and is genuinely agreed to by the Employer and the individual employee without coercion or duress.
- 14.4. An IFA may only be made after the individual employee has commenced employment with the Employer.
- 14.5. An IFA shall only be entered into where the IFA results in the employee being better off overall, at the time the IFA is made.
- 14.6. An IFA shall only relate to matters that are permitted matters and are not unlawful terms.
- 14.7. An IFA must be:

- a) In writing; and
 - b) signed by the Employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 14.8. The proposed and subsequently agreed IFA terms will be set out in writing, including:
- a) the name of the employee;
 - b) the signature of the Employer and the employee (including the signature of the parent or guardian of the employee if they are under the age of 18);
 - c) the terms to be varied by the IFA;
 - d) how the arrangement will vary the effect of the terms;
 - e) details on how the IFA results in the employee being better off overall, at the time the agreement is made; and
 - f) the effective start date of the IFA.
- 14.9. A record will be kept as a time and wages record and a copy will be given to the employee within 14 days of agreement.
- 14.10. An IFA may be terminated and will cease to have effect:
- a) at any time, by written agreement between the Employer and the employee;
or
 - b) by the Employer or the employee giving 13 weeks written notice to the other party.
- 14.11. The right to make an IFA is additional to, and does not affect, any other term of this Agreement that provides for an agreement between the Employer and an individual employee.

15. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Requests for flexible working arrangements are provided for in the NES. Disputes about requests for flexible working arrangements may be dealt with under clause 35 . DISPUTE RESOLUTION and/or under section 65B of the FW Act.

PART 3 – WORKING ARRANGEMENTS

16. HOURS OF WORK

- 16.1. The employer operates a work cycle that includes working hours of 80 ordinary hours per fortnight.
- 16.2. The ordinary hours of work for a part-time employee shall be determined in accordance with clause 13.4.
- 16.3. The ordinary hours of work for a casual employee will be up to an average of 40 hours per week and may be arranged and averaged over the fortnightly pay cycle.
- 16.4. Employees may be required to work reasonable additional hours subject to any requirements of the NES and applicable fatigue management requirements.

16.5. Arrangement of Hours for employees other than Truck Drivers

- a) The ordinary hours of work may be worked on any day Monday to Friday.
- b) The ordinary hours of work must not exceed 12 hours on any shift and must be worked continuously (except for meal breaks or rest breaks taken during the shift).
- c) The span over which ordinary hours may be worked is between 5.30 am and 6.30 pm. The span of ordinary hours may be altered at any work location by up to one hour at each end by agreement between the Employer and the majority of applicable employees or between the Employer and an individual employee.

16.6. Arrangement of Hours for Truck Drivers

- a) The arrangement of hours of work for Truck Drivers will, primarily, be in accordance with the HV fatigue management requirements. As applicable, the following paragraphs b) or c), also apply.
- b) Local Truck Drivers**
 - (i) The ordinary hours of work for local Truck Drivers may be worked on any day Monday to Friday.
 - (ii) The span over which ordinary hours may be worked is between 5.30 am and 6.30 pm. The span of ordinary hours may be altered at any work location by up to one hour at each end by agreement between the Employer and the majority of applicable employees or between the Employer and an individual employee.
 - (iii) Unless otherwise provided for as part of the HV fatigue management requirements, the ordinary hours of work must not exceed 12 hours on any shift for drivers operating under NHVR 'Standard Driving Hours' or 14 hours for drivers operating under NHVR 'Basic Fatigue Management Hours' and shifts must be worked continuously (except for meal or rest breaks taken during the shift).

c) Cement Tanker Drivers

- (i) The ordinary hours will predominantly be worked Monday to Friday, however, depending on given hauls, may work into or out of weekends.
- (ii) The hours of work on any given day will be in accordance with the HV fatigue management requirements.
- (iii) Spread of hours will be determined based on each type of haul and customer requirements and arrangements between the Employer and each driver.

16.7. Work Schedules

- a) Employees start and finish times will be arranged as required to meet the operational needs of the Employer or its customers.
- b) Start and finish times may vary for different work groups, individual employees or at different times of the year as determined by the Employer and discussed with and advised to employees.
- c) Unless already an established practice to change start and finish times as an ordinary part of the operations or for seasonal changes, any permanent changes to work schedules will be made having regard for the requirements of clause 34 - CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK.

16.8. Breaks

a) Breaks for employees other than Truck Drivers

For employees who are not Truck Drivers, the following meal and rest period provisions will apply:

- i. An employee is entitled to an unpaid meal break of not less than 30 minutes and not more than one hour to commence within the 4th to 6th hours from the commencement of their shift.
- ii. An employee is also entitled to a paid rest break of 20 minutes.
- iii. The Employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.
- iv. The Employer may, in appropriate circumstances, reasonably require an employee to change the time of taking the meal break to ensure continuity of production.
- v. An employee who is required to work for more than 2 hours beyond their normal ceasing time in any day will be allowed a paid crib break of 20 minutes at ordinary rates.
- vi. The employee and employer may agree to any variation of these provisions to suit the circumstances of the work provided that the Employer will not be required to make payment in respect of any crib break in excess of 20 minutes.
- vii. Employees will be provided with at least 10 consecutive hours off duty between the work of successive days.

- viii. Where an employee is required to work overtime, they will not be required to commence their next shift until the employee has had at least 10 consecutive hours off duty and will not lose pay for ordinary time as a result of being provided this break from duty.

b) Breaks for Truck Drivers

For Truck Drivers, meal and rest periods will as a minimum, be taken in accordance with the HV fatigue management requirements, and the following:

- i. Subject to the above, the Employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.
- ii. Where reasonable and practical, meal breaks will be taken at a time to coincide with any requirement to take a break under the HV fatigue management requirements.
- iii. An unpaid meal break will not be less than 30 minutes or more than one hour. Other rest breaks required to be taken will be paid.
- iv. Breaks between shifts will, as a minimum, be in accordance with the HV fatigue management requirements.

PART 4 – REMUNERATION AND OTHER PAYMENTS

17. PAY RATES

- 17.1. The commencing rates of pay and allowances in the tables of Schedules 2 and 3 shall apply from the first full pay period following approval of this Agreement.
- 17.2. The commencing rates of pay in Schedules 2 and the allowances in Schedule 3 shall be escalated during the term of this agreement by:
- a) 2% on 1st October 2024;
 - b) **CPI** with a floor of 2.5% and a cap of 5% annually from 1st October 2025; up to this Agreement's nominal expiry date.
- 17.3. **CPI** means the annual percentage change in the Consumer Price Index, Australia, All Groups weighted average of eight capital cities, produced by the Australian Bureau of Statistics, for the previous quarter to the anniversary of the approval of this Agreement in the current year.

18. PUBLIC HOLIDAY WORK

- 18.1. An employee who works on a public holiday will be paid as follows:
- a) The ordinary hours the employee would usually work on that day had it not been a public holiday plus:
 - b) 150% of their ordinary rate of pay for the hours worked on the public holiday; except for Truck Drivers working Good Friday or Christmas Day who are to be paid 200% of their ordinary rate of pay for the hours worked on the public holiday.
- 18.2. For the avoidance of doubt, a public holiday will be from 0001 hours to 2400 hours on the day deemed as the holiday.
- 18.3. Penalty rate payments for work performed on a public holiday will stand alone and will not be absorbed or included for any other purpose of this Agreement.
- 18.4. For casual employees, the relevant penalty rates will be calculated by adding the casual loading to the penalty rate specified for permanent employees. For clarity, including the casual loading, public holidays are therefore paid at 275% and 325% respectively for Truck Drivers working Good Friday or Christmas Day.

19. OVERTIME

- 19.1. For the purposes of this agreement, overtime is categorised as follows:
- a) For full time or casual employees, overtime is any time worked in excess of the averaged ordinary hours over the fortnightly pay cycle as determined in Clause 16 - HOURS OF WORK.
 - b) For a part time employee, all time worked in excess of the employee's ordinary hours as agreed in accordance with clause 13.4.
 - c) For all employees, any time worked on a Saturday or Sunday, except for Cement Tanker Drivers working hours as per clause 16.6c.

- 19.2. An employee, other than a Cement Tanker Driver, who works overtime in excess of 80 hours per fortnight Monday to Friday under this clause will be paid the overtime rates as follows:
- a) The first 10 hours of overtime worked Monday to Friday are paid at 125% (Time and Quarter).
 - b) All overtime hours thereafter worked Monday to Friday are paid at 150% (Time and Half).
- 19.3. An employee who works overtime on Saturday and Sunday under this clause will be paid the overtime rates as follows:
- a) Overtime worked on Saturday to stand alone and paid at the rate of 150% of the ordinary hourly rate (Time and Half), except as outlined in Clause 19.3c&d.
 - b) Overtime worked on a Sunday to stand alone and paid at the rate of 200% of the ordinary hourly rate (Double Time), except as outlined in Clause 19.3c&d.
 - c) Where a Local Truck Driver or Cement Tanker Driver elects to complete truck washing and/or servicing outside of ordinary Monday to Friday working hours, overtime payment will be paid at 125% (Time and Quarter).
 - d) Where a Cement Tanker Driver elects to schedule the commencement or conclusion of a given haul on a weekend to suit their personal preferences, overtime rates will not apply.
- 19.4. For casual employees, the relevant penalty rates will be calculated by adding the casual loading to the overtime rate specified for permanent employees. For clarity:
- a) Time and a Quarter is therefore 150% of the ordinary rate (ordinary rate + 25% casual loading + 25% overtime loading),
 - b) Time and a Half is 175% of the ordinary hourly rate;
 - c) Double Time is 225% of the ordinary hourly rate.
- 19.5. Overtime hours payments made under this Agreement shall be paid only once for any of those additional hours worked.
- 19.6. Overtime will be approved and assigned by the Employer based on specific work requirements.
- 19.7. Time off instead of overtime payment**
- a) An employee may elect to take time off instead of payment for overtime with the consent of the Employer.
 - b) Time off instead of payment for overtime will be taken at a mutually agreed time.
 - c) Time off instead of payment for overtime will equate to the overtime rate that would otherwise have been paid in accordance with clause 19.2 above, i.e. if the employee works 4 hours overtime on a Saturday at the rate of 150% and elects to claim time off instead of payment the time off would be equal to six hours.

- d) Where an employee's employment is terminated or the employee resigns and the entitlement has not been taken, the entitlement will be paid out at the rate at which it was accrued.

20. ALLOWANCES AND OTHER PAYMENTS

Allowances will be paid in accordance with the provisions of this clause and at the rates detailed in Schedule 3. These allowances will be escalated over the term of this agreement as provided for in clause 17.2. Allowances are not paid for all purposes.

20.1. Higher Duties

- a) Where an employee works in a higher classification which is covered by this Agreement, the employee will be paid a "higher duties" allowance for each hour worked in the higher classification.
- b) The amount of the higher duties allowance is the difference between the employee's Ordinary Hourly Rate and the Ordinary Hourly Rate of the higher classification.
- c) The higher duties allowance will be included in the calculation of the payment of overtime and other payments applicable during the period the employee is performing the higher duties.
- d) Additionally, as determined by the Employer, an employee may be paid at a higher rate than their substantive classification based on an employee assuming additional responsibilities, acquiring and applying additional qualifications and competencies, including undertaking work across multiple teams.

20.2. Tool Allowance

- a) A tradesperson or apprentice tradesperson who supplies and maintains their own tools ordinarily required in the performance of their work will be paid the Tool Allowance.
- b) The Tool Allowance will continue to be paid when an employee is absent on paid leave.

20.3. Oversize Allowance

- a) A Truck Driver required to drive a vehicle which is in excess of the limit in length prescribed by or under any State or Commonwealth Act or which is in excess of 3.5 metres in width or is transporting a load in excess of that width will be paid the Oversize Allowance per day.

20.4. Truck Drivers KM Allowance

In addition to their Ordinary Hourly Rate, Truck Drivers in the Haulage classifications, as detailed in Schedule 1, will be paid the KM Allowance for all truck driving kilometres travelled on each shift as follows:

- a) Except as provided in b) below, paid the allowance aligned to their Classification Level;

- b) A Truck Driver performing work as described below will be paid the allowance as follows:
 - i. 3 axle drop deck trailer / 4 axle float (unwidened) to be paid the H5 KM allowance; and
 - ii. 4 axle float widened with 2 axle dolly to be paid the H8 KM allowance.

20.5. First Aid Allowance

- a) An employee in a Quarrying classification, as detailed in Schedule 1 who has been trained to provide first aid and holds a current and appropriate first aid qualification and is appointed by the Employer to act as a first aider will be paid the First Aid Allowance.
- b) The First aid allowance will continue to be paid when an employee is absent on paid leave.

20.6. Expense Related Payments

Expense related payments are paid when an employee incurs an actual expense directly connected with and in the course of their work. As applicable, these payments will be made in accordance with the provisions of this subclause and at the rates detailed in Schedule 3. As applicable these allowances will be escalated over the term of this agreement as prescribed in clause 17.2.

- a) **Sleeper Cab Payment** - A Truck Driver engaged in ordinary travelling on duty and is unable to return home and takes their 24-hour rest break under the applicable HV fatigue management requirements in the truck's sleeper cab will be paid the Sleeper Cab Payment. This payment will not be payable where an employee is provided with suitable accommodation away from the truck.
- b) **Overnight Stay Payment** – An employee, other than a Truck Driver for which the above Sleeper Cab Payment applies, who is engaged in work which results in the employee being unable to return home at night will be paid the Overnight Stay Payment to cover the reasonable cost of accommodation and meals. The payment will not apply where the Employer provides suitable accommodation and meals.
- c) **Reimbursements** – any other expenses reasonably incurred, including costs incurred in excess of the set amount payments above, may be reimbursed subject to the approval of the Employer and the employee providing satisfactory proof of those costs incurred.

21. PAYMENT OF WAGES

- 21.1. All employees will be paid their wage fortnightly by Electronic Funds Transfer (EFT) into the employee's nominated bank account.
- 21.2. An employee who does not attend for work and whose absence is not otherwise provided for in this Agreement as paid leave will not be paid for the time lost as a result of the non-attendance.

21.3. Recovery of Overpayments

- a) Where an employee has received an overpayment of wages, allowances or expense related payments, and the Employer intends to recover the overpayment, the Employer shall notify the employee, in writing, of the overpayment, the reason for the overpayment and of the Employer's intention to recover the overpayment.
- b) The Employer and the employee shall agree, in writing, to terms for the timely recovery of the overpayment through deduction from the employee's fortnightly pay, taking into account, the amount of the overpayment, the circumstances of the overpayment (e.g. was the overpayment an error on the part of the Employer or an incorrect claim by the employee) and any hardship which might accrue to the employee.
- c) Where no agreement is reached the matter may be dealt with under clause 35. - DISPUTE RESOLUTION and no deductions relating to the overpayment shall be made from the employee's pay while the matter is being dealt with in accordance with the DISPUTE RESOLUTION process.

22. SUPERANNUATION

22.1. Superannuation payments will be made by the Employer in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). For employees participating in a work cycle that includes 80 hours per fortnight, the employer will calculate superannuation on 80 hours per fortnight.

22.2. Superannuation contributions will be made into a compliant superannuation fund nominated by the employee; where the employee does not nominate a superannuation fund, superannuation will be paid to the default fund selected by the Employer.

22.3. Employees may elect to make additional superannuation contributions via a salary sacrifice agreement in addition to the Employer's compulsory superannuation guarantee contributions. Employees must notify the Employer in writing of their intentions, including the amount to be sacrificed and the effective date. Employees may make changes to their arrangements at any time, by providing at least one month's written notice to the Employer.

22.4. Absence from work

Subject to the governing rules of the relevant superannuation fund, the Employer will also make superannuation contributions provided for in clause 22.1 above and pay the amount authorised as follows:

- a) while the employee is on any form of paid leave; and
- b) for any period of absence from work (subject to a maximum of 52 weeks) by the employee due to a work-related injury or work-related illness provided that:
 - the employee is receiving workers compensation payments or is receiving regular payments directly from the Employer in accordance with the statutory requirements; and
 - the employee remains employed by the Employer.

PART 5 – LEAVE

23. ANNUAL LEAVE

- 23.1. Annual leave is provided for in the NES. Annual leave does not apply to casual employees.
- 23.2. Permanent and defined term employees shall be entitled to 4 weeks' paid annual leave per year which will accrue progressively during a year of service according to the employee's ordinary hours of work. Annual leave will accrue, and be paid, based on 40 hours per week for employees participating in a work cycle of 80 hours per fortnight.
- 23.3. Unused annual leave accumulates from year to year.
- 23.4. While clearing annual leave the employee will be paid at their ordinary hourly rate of pay. Leave loading is included in the ordinary hourly rates provided for in this agreement and not paid separately.
- 23.5. Where a public holiday falls within a period of annual leave the day shall be treated as a public holiday and not as annual leave.
- 23.6. Annual leave may be taken as agreed between the Employer and the employee. Annual leave requests by employees may be declined by the Employer because of work commitments; however, the Employer will endeavour to grant all reasonable requests for leave.
- 23.7. Unless otherwise agreed, employees are required to submit requests for annual leave on the leave application form no less than 4 weeks in advance of the proposed leave commencement date.

23.8. Direction to take annual leave

- a) The Employer may require employees to take annual leave at such times to ensure an even availability of employees to meet business requirements and to manage leave liabilities.
- b) If, due to a downturn in business, e.g. seasonal workload changes, the Employer may require employees to take annual leave to coincide with such a downturn.
- c) The Employer will provide affected employees with at least 28 days' notice of the requirement to take annual leave under these circumstances, or any shorter period agreed between the Employer and the relevant employees.

23.9. Annual Leave in Advance

- a) With the Employer's approval, an employee may take annual leave in advance in accordance with an agreement in writing.
- b) Such an agreement must:
 - state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - be signed by the Employer and employee.

- c) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with such an agreement, the Employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

23.10. Excessive Leave

- a) The Employer may direct an employee to clear annual leave if the employee has an excessive leave accrual. An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' annual leave.
- b) If an employee has an excessive leave accrual, the Employer and the employee may discuss and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- c) If the Employer has genuinely tried to reach agreement with an employee under paragraph b) above but agreement is not reached, the Employer may direct the employee in writing to take one or more periods of paid annual leave of at least one week. Provided that:
- The employee will still have an accrued entitlement of at least 4 weeks annual leave after taking the leave; and
 - The direction must not be inconsistent with any leave arrangement already agreed between the Employer and employee; and
 - The period of leave must not begin within 8 weeks, nor more than 12 months, after the direction is given.

23.11. Cashing out of annual leave

- a) In any 12-month period, an employee may apply in writing to 'cash out' up to two weeks of their annual leave accruals provided that their remaining accrued entitlement is not less than 4 weeks.
- b) The employee will be paid the amount that would be payable had the employee taken the leave.
- c) The Employer will confirm the agreement in writing which will state the amount of leave to be cashed out and details of the payment to be made to the employee including the value and date on which it will be paid.

24. PERSONAL / CARER'S LEAVE

24.1. Personal leave is provided for in accordance with the NES.

- a) Full time employees are entitled to 10 days personal leave per year of service or pro-rata for part time employees.
- b) The employee will be paid at their ordinary hourly rate of pay for their ordinary rostered hours.

24.2. Paid personal / carer's leave will be available to an employee when:

- a) they are absent due to personal illness or injury (sick leave); or

- b) to provide care or support for an immediate family member or member of their household (carer's leave).

24.3. Employees are required to notify the Employer of their inability to attend for work as soon as reasonably practical, preferably prior to the beginning of their shift.

24.4. Employees may be required to provide a medical certificate, or other evidence in accordance with the NES, in the following circumstances:

- a) Where personal leave is for two days or more;
- b) Where personal leave is taken immediately before or after a weekend or public holiday.

25. COMPASSIONATE LEAVE

25.1. Compassionate leave is provided for in accordance with the NES.

- a) Permanent employees are entitled to 2 days compassionate leave for each permissible occasion, which can include the death or a serious life-threatening illness or injury of an immediate family member or member of your household.
- b) Compassionate leave is also available where a child who would have been a member of your immediate family or household is stillborn or where you or your partner has a miscarriage.

25.2. The employee will be paid at their base hourly rate of pay for their ordinary hours.

26. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental leave and related entitlements are provided for in accordance with the NES.

27. COMMUNITY SERVICE LEAVE

Community service leave is provided for in accordance with the NES.

28. FAMILY AND DOMESTIC VIOLENCE LEAVE

Family and domestic violence leave is provided for in accordance with the NES.

29. LONG SERVICE LEAVE

Long service leave is provided for in accordance with the Long Service Leave Act 1955 (NSW).

30. PUBLIC HOLIDAYS

30.1. Public holidays are provided for in accordance with the NES.

- a) Full time or part time employees will be entitled to be absent on a Public Holiday and to be paid their ordinary rate of pay for their ordinary hours on days that would have been workdays.
- b) The applicable Public Holidays are those proclaimed in New South Wales.

30.2. Where an employee works on a public holiday, the employee will be paid in accordance with the provisions at clause 18.

PART 6 – TERMINATION OF EMPLOYMENT

31. TERMINATION OF EMPLOYMENT

31.1. This clause does not apply to:

- a) casual employees whose employment may be terminated by either party by providing 1 hour’s notice;
- b) employees engaged for a defined term where their employment concludes at the end of that defined term;
- c) employees dismissed for serious misconduct whose employment may be summarily terminated without notice.

31.2. Subject to the exceptions in subclause 31.1 above, either party is required to provide notice of termination of employment by providing written notice as specified in the table below:

Period of continuous service	Notice Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- a) Where an employee has more than 2 years’ service and is over the age of 45, the notice to be provided by the Employer is extended by one week.
- b) The Employer may terminate the employment by providing payment in lieu instead of the notice prescribed in this clause or by giving part of the notice prescribed in this clause and part payment instead of notice.
- c) If an employee, who is at least 18 years old, does not give the period of notice required under this clause, then the Employer may deduct from wages due to the employee an amount that is no more than one week’s wages for the employee. If the Employer has agreed to a shorter period of notice than that required under this clause then no short notice deduction will be made.
- d) On termination of employment all employee entitlements will be paid into the employee’s nominated bank account as soon as possible after termination but no later than the next fortnightly pay day after termination.
- e) Upon termination of employment, the employee must return all property belonging to the Employer, which is held by or under the control of the employee.

32. REDUNDANCY

32.1. For permanent full time or part time employees, redundancy payments will be made in accordance with the provisions of the NES.

32.2. Redundancy payments are paid at the employees’ ordinary rate of pay.

32.3. Redundancy payments do not apply to defined term employees or to casual employees.

32.4. Job search entitlement

- a) Where The Employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed in Clause 31.2, for the purpose of seeking other employment.
- b) If an employee is allowed time off without loss of pay of more than one day under paragraph a) above, the employee must, at the request of the Employer, produce reasonable proof of attendance at an interview.
- c) An employee who fails to produce proof when required under paragraph b) above is not entitled to be paid for the time off.

PART 7 – CONSULTATION AND RESOLVING DISPUTES

33. CONSULTATION ABOUT MAJOR WORKPLACE CHANGE

- 33.1. If the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer must:
- a) notify all employees who may be affected by the changes; and
 - (i) discuss with affected employees and their representatives (if any);
 - (ii) the introduction of the changes; and
 - (iii) their likely effect on employees; and
 - (iv) measures to avoid or reduce the adverse effects of the changes on employees; and
 - b) commence discussions as soon as practicable after a definite decision has been made.
- 33.2. For the purposes of the discussion under this clause, the Employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- a) their nature; and
 - b) their expected effect on employees; and
 - c) any other matters likely to affect employees.
- 33.3. This clause does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.
- 33.4. The Employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under this clause.
- 33.5. For the purposes of this clause, major changes that are likely to have a significant effect on employees, includes any of the following:
- a) termination of employment; or
 - b) major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
 - c) loss of, or reduction in, job or promotion opportunities; or
 - d) loss of, or reduction in, job tenure; or
 - e) alteration of hours of work; or
 - f) the need for employees to be retrained; or
 - g) the need for employees to be transferred to other work or locations; or
 - h) job restructuring.
- 33.6. Where this Agreement makes provision for alteration of any of the matters defined in this clause, such alteration is taken not to have significant effect.

34. CONSULTATION ABOUT CHANGES TO ROSTERS OR HOURS OF WORK

- 34.1. This clause applies if the Employer proposes to change the regular roster or ordinary hours of work of an employee, other than a casual employee.
- 34.2. The Employer must consult with any employees affected by the proposed change and their representatives (if any).
- 34.3. For the purpose of the consultation, the Employer must:
 - a) provide to the employees and representatives mentioned in this clause 34.2 relevant information about the proposed change and likely effects on the employee (for example, information about the nature of the change and when it is to begin); and
 - b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 34.4. The Employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under this clause.
- 34.5. This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

35. DISPUTE RESOLUTION

- 35.1. This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 35.2. It is the intention of the Employer and employees covered by this Agreement to eliminate disputes. It is agreed that the parties to this Agreement shall confer in good faith with a view to resolving any matter by direct negotiations and consultation.
- 35.3. The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 35.4. If the dispute is not resolved through discussion as mentioned, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 35.5. If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this clause, a party to the dispute may refer it to the FWC.
- 35.6. The FWC will first attempt resolution as it considers most appropriate; which could include the FWC expressing an opinion or making a recommendation or facilitating mediation or conciliation.
- 35.7. If the dispute remains unresolved, the FWC may arbitrate the dispute only if consent has been provided to arbitration by both parties to the dispute.
- 35.8. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

- 35.9. A party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under this clause.
- 35.10. While procedures are being followed under this clause in relation to a dispute:
- a) work must continue in accordance with this Agreement and the FW Act unless the employee has reasonable concern about imminent risk to their health and safety; and
 - b) an employee must comply with reasonable directions by the Employer about performing work, whether at the same or another workplace, provided it is safe and appropriate work for the employee to perform.
- 35.11. This clause is subject to any applicable work health and safety legislation.

PART 8 – WORKPLACE DELEGATE RIGHTS

36. WORKPLACE DELEGATE RIGHTS

Section 350C of the FW Act provides for Workplace Delegates Rights. The term set out in the employee's relevant award will apply.

PART 9 - SCHEDULES**37. SCHEDULE 1 – CLASSIFICATIONS**

Employees employed in the below classifications (position and level) are covered by this Agreement.

General Requirements

1. Employees will be appointed to the Position and Level applicable to the work they are required to predominantly undertake and their required qualifications and competencies. Higher level work may be paid in accordance with subclause 20.1 - Higher Duties.
2. The descriptions in the classification table below are indicative. They may not be required to be performed by employees at all times and will vary based on the requirements at each location and the work required on any given day.
3. Progression from one Level to the next within Teams is not automatic. Appointment to a higher level may only be available if a suitable position becomes vacant and the Employer requires that position to be filled.

Team	Position	Level	Description
Haulage - Local	Truck Driver	H2	Minimum HC driver's licence. Day to day routine vehicle maintenance, including vehicle cleanliness and safety. Hold the appropriate licence for operating a heavy articulated vehicle. Being competent in the safe operation and handling for operating a heavy articulated vehicle, i.e: * 3 axle Prime mover and 2 axle Semi Trailer (Flat top and tipper), * 3 axle Truck & 2 Axle Dog Trailer Combination, GCM up to 30 tonnes
	Truck Driver	H3	Minimum HC driver's licence. All tasks and requirements as defined in H2. As well as: * 3 axle Prime mover and 3 axle Semi Trailer (Flat top and tipper), * 3 axle Truck & 3 Axle Dog Trailer Combination, GCM up to 50 tonnes
	Truck Driver	H4	Minimum HC driver's licence. All tasks as defined in H2 and H3, as well as: * 3 axle Prime mover and 4 axle Semi Trailer (Flat top and tipper), * 3 axle Truck & 4 Axle Dog Trailer Combination, GCM up to 60 tonnes
	Truck Driver	H5	All tasks as defined in H2, H3 and H4 as well as, hold the appropriate licence (as below) for operating a heavy articulated vehicle i.e: * 3 axle Truck and 5 Axle Dog Trailer combination (Minimum HC Licence), * B-Double combination 3 axle prime mover and trailers (Minimum MC Licence), GCM up to 65 tonnes.
	Truck Driver	H6	Minimum MC driver's licence. All tasks as defined in H2, H3, H4 and H5 as well as: * B-Double combination 3 axle prime mover and 3 axle A & B trailers GCM up to 70 tonnes
	Truck Driver	H7	Minimum MC driver's licence All tasks as defined in H2, H3, H4, H5 and H6 as well as: * 3 axle prime mover and Quad axle low loader deck unwidened combination GCM up to 60 tonnes
	Truck Driver	H10	Minimum MC driver's licence All tasks as defined in H2, H3, H4, H5, H6 and H7 as well as: * 3 axle prime mover and 2 axle dolly and Quad axle low loader deck widened combination GCM up to 80 tonnes

Team	Position	Level	Description
Haulage - Cement Tanker	Truck Driver	H8	Minimum HC driver's licence. Day to day routine vehicle maintenance, including vehicle cleanliness and safety. Hold the appropriate licence for operating a heavy articulated vehicle. Being competent in the safe operation and handling for operating a heavy articulated vehicle, i.e: * 3 axle Prime mover and 3 or 4 axle Semi Trailer Cement Tanker GCM up to 50.5 tonnes.
	Truck Driver	H9	Minimum MC driver's licence All tasks and requirements as defined in H8 as well as: * B-Double combination 3 axle prime mover and 2 axle A & B cement tanker trailers GCM up to 60 tonnes.
	Truck Driver	H10	Minimum MC driver's licence All tasks as defined in H8 and H9 as well as: * B-Double combination 3 axle prime mover and 3 axle A & B cement tanker trailers GCM up to 70 tonnes
Landscape	Trainee Driver	W2	Minimum LR Driver's licence Training in tipper truck, front end loader and forklift operation. Wash/clean/polish trucks, loader, forklift, plant, etc. Sweep yard, gardening and general maintenance of the yard and equipment. Basic maintenance Operate 2 axle tipper truck, GVM up to 9 tonnes.
	Light Tipper Driver	W3	Minimum MR Driver's licence All tasks as defined in W2 competently without direct supervision. Be responsible for truck maintenance and cleanliness. Have an understanding of landscape yard operations and procedures. Operate 2 axle tipper truck, GVM up to 16.5 tonnes.
	Level 1 Driver	W4	Minimum HR Driver's licence All tasks as defined in W2 and W3 competently. Be able to load customer vehicles, trucks, take orders, customer liaison, basic pricing. Completing necessary daily checks, daily and monthly reports as required. Operate 3 axle Rigid Bogie Drive Axle Tipper, GVM up to 23 tonnes, to a competence standard acceptable to the Company.
	Landscape Yard Supervisor	W5	Minimum HR Driver's licence All tasks as defined in W2, W3 and W4 competently without direct supervision. Liaise at all levels with staff and customers. Be able to run the operations of the landscape yard with minimal assistance. Ensure all plant and equipment is maintained to Company standards. Good knowledge of Work Health and Safety requirements. Operate 4 axle Rigid Bogie Drive Axle Tipper Truck, GVM up to 28 tonnes.

Team	Position	Level	Description
Concrete	Trainee Driver	W2	<p>Minimum LR Driver's licence</p> <p>Training in agitator/tipper truck, front end loader and forklift operation. Wash/clean/polish trucks, loader, forklift, plant, etc. Sweep yard, gardening and general maintenance of the yard and equipment. Basic maintenance.</p> <p>Operate 2 axle tipper truck, GVM up to 9 tonnes.</p>
	Mini Mix Agitator / Light Tipper Driver	W3	<p>Minimum LR Driver's licence</p> <p>All tasks as defined in W2 competently without direct supervision. Be responsible for truck maintenance and cleanliness. Have an understanding of batch plant operations and procedures. Operate 2 axle mini mix concrete agitator truck up to 3 cubic metres and 2 axle tipper truck, GVM up to 16.5 tonnes.</p>
	Level 1 Driver	W4	<p>Minimum HR Driver's licence</p> <p>All tasks as defined in W2 and W3 competently. Be able to batch, load trucks, take orders, customer liaison, basic pricing. Complete necessary daily checks, daily and monthly reports as required. Operate 3 axle rigid bogie drive concrete agitator truck up to 6.2 cubic metres, 3 axle rigid bogie drive tipper truck, GVM up to 23 tonnes.</p>
	Level 2 Driver	W5	<p>Minimum HR Driver's licence</p> <p>All tasks as defined in W2 to W4 competently without direct supervision. Liaise at all levels with staff and customers. Be able to run the operations of the plant with minimal assistance. Ensure all plant and equipment is maintained to Company standards. Good knowledge of Work Health and Safety requirements. Operate 4 axle rigid bogie drive concrete agitator truck up to 7.2 cubic metres, 4 axle rigid bogie drive tipper truck, GVM up to 28 tonnes</p>
	Level 3 Driver/Relieving Batchter	W6	<p>Minimum HR Driver's licence</p> <p>All tasks as defined in W2 to W5. Have the following capabilities to relieve as batch plant supervisor in the Plant Manager's absence. Minimum of two (2) years' experience in concrete batch plant operation and work allocation. Maintain suitable staffing levels as required for daily operation. Carry out site visits and chase up sales. Have an understanding of the Australian Standards, for the manufacture, supply and delivery of pre-mix concrete. Follow up projects, sales, production requirements, testing, etc. Have a good working knowledge of the Work Health and Safety laws, and implementation of the requirements of the legislation</p>
	Plant Manager/Batcher	W7	<p>All tasks as defined in W2 to W6. Minimum of four (4) years' experience in concrete batch plant operation and work allocation. Additional duties at this level include responsibility of debtors at your plant. Negotiation of sales up to tender level. Have a thorough understanding of all necessary Australian Standards, for the manufacture, supply and delivery of pre-mix concrete. Follow up projects, sales, production requirements, testing, etc. Have an extensive knowledge of the Work Health and Safety laws, and the ability to implement and maintain the requirements of the legislation.</p>

Team	Position	Level	Description
Quarrying	Trainee Plant Operator	Q1	Duties include training for loader operation and plant operation, such as sand/soil screening, etc. Including cleaning and general housekeeping.
	Plant Operator	Q2	Undertaking Certificate III in Surface Extraction Operations. Duties include all tasks as defined in Q1. Train in operation of all mobile equipment and crushing plant. Clean and Maintain equipment as required to Company standards.
	Plant Operator	Q4	Hold Certificate III in Surface Extraction Operations. Duties include all tasks as defined in Q1 and Q2.
	Plant Operator	Q6	Duties include all tasks as defined in Q1 to Q4 and being competent in complete plant operation and work allocation. Liaise at all levels with staff and customers. Ensure all plant is maintained to Company Standards. Have a good understanding and abide as necessary the requirements of the Work Health and Safety (Mines and Petroleum Sites) Act 2013 and the Work Health and Safety Act 2011. Minimum 3 years' quarrying experience.
	Senior Plant Operator	Q7	Duties include all tasks as defined in Q1 to Q6. Additional duties at this level include supervision of staff on the site, including WH&S, work allocation, staffing levels etc, and all aspects of the day to day operations. Minimum 4 years' quarrying experience.
	Assistant Quarry Manager	Q8	Certificate IV in Surface Extractions. Duties include all tasks as defined in Q1 to Q7 as well as relieving the Quarry Manager duties during the absence of the Quarry Manager. Have responsibility for all staff on site. Must hold the Quarry Manager practising certificate as issued by the NSW Resources Regulator.
	Quarry Manager	Q9	Certificate IV in Surface Extractions. Duties include all tasks as defined in Q1 to Q8, having responsibility for all staff on site and provide input into long term strategic planning. Must hold the Quarry Manager practising certificate as issued by the NSW Resources Regulator.

Team	Position	Level	Description
Workshop	Junior / Adult Apprentice	J1/A1	<p>Duties include Training for workshop operations.</p> <p>Be enrolled and attend appropriate training for 1st year Certificate III Heavy Vehicle Trade, 1st year Certificate III Engineering-Fabrication Trade.</p> <p>Train and work under supervision of senior tradesperson.</p> <p>Complete tasks as instructed by Supervisor or senior tradesperson.</p> <p>Complete job cards and necessary paperwork as required.</p> <p>Assist in the general maintenance of the workshop, plant and equipment.</p>
	Junior/Senior Apprentice 2nd Year	J2/A2	<p>Duties include all tasks as defined in J1/A1.</p> <p>Be enrolled and attend appropriate training for 2nd year Certificate III Heavy Vehicle Trade, 2nd year Certificate III Engineering-Fabrication Trade.</p> <p>Be able to perform plant and equipment servicing, maintenance and repairs to Company standards.</p> <p>Carry out site visits as directed.</p> <p>Minimum C class driver's licence</p>
	Junior/Senior Apprentice 3rd Year	J3/A3	<p>Duties include all tasks as defined in J1/A1 and J2/A2 competently.</p> <p>Be enrolled and attend appropriate training for 3rd year Certificate III Heavy Vehicle Trade, 3rd year Certificate III Engineering-Fabrication Trade.</p> <p>Have an understanding of diagnostics/completing repairs under minimal supervision.</p> <p>Have a working knowledge of all aspects of staff and customer safety in relation to Work Health and Safety, e.g. staff responsibilities and liability.</p>
	Junior/Senior Apprentice 4th Year	J4/A4	<p>Duties include all tasks as defined in J1/A1 to J3/A3 competently.</p> <p>Be enrolled and attend appropriate training for 4th year Certificate III Heavy Vehicle Trade, 3rd year Certificate III Engineering-Fabrication Trade.</p> <p>Carry out diagnostics and implement repairs under minimal supervision.</p> <p>Have an understanding of all necessary Australian Standards, NHVR standards relevant to the trade being studied.</p>
	Non-Trades Welder / Mechanic	W5	<p>Duties include being able to competently perform duties including but not limited to the servicing, maintenance, repairs, welding and fabrication to heavy vehicles, plant and equipment to Company standards under supervision of senior trade qualified staff or Supervisor.</p> <p>Complete job cards and necessary paperwork as required.</p> <p>Assist in the general maintenance of the workshop, plant and equipment.</p> <p>Be on call for work when required.</p> <p>Have a working knowledge of all aspects of staff and customer safety in relation to Work Health and Safety, e.g. staff responsibilities and liability.</p>

Team	Position	Level	Description
	Level 1 Tradesperson	W8	<p>Duties include all tasks as defined in J1/A1 to J4/A4 competently. Completed and have been awarded certification in heavy vehicle trade and/or metal fabrication fitter trade. Liaise at all levels with staff and customers. Be on call for work when required. Carry out diagnosis and implement repairs without supervision. Follow up on completed repairs as required.</p>
	Level 2 Tradesperson	W9	<p>Duties include all tasks as defined in W8 competently. Certified in an appropriate trade and have completed 2 years' experience in a heavy vehicle and/or fabrication workshop at this level. Ability to train and supervise apprentices and junior staff. Have a thorough understanding of company policies and standards. Complete all administrative entries and paperwork as is required by company policy. Have a thorough understanding of all necessary Australian Standards, NHVR standards relevant to the trade being practiced. Have a thorough knowledge of all aspects of staff and customer safety in terms of the Work Health and Safety laws, e.g. staff responsibilities and liability.</p>
	Level 3 Tradesperson	W10	<p>All tasks as defined in W8 and W9 competently. Certified in more than one appropriate trade and have completed 2 years' experience in a heavy vehicle and/or fabrication workshop at this level. Have a thorough understanding of all necessary Australian Standards, NHVR standards relevant to the trade being practiced. Have a thorough knowledge of all aspects of staff and customer safety in terms of the Work Health and Safety laws, e.g. staff responsibilities and liability.</p>
	Workshop Supervisor	W11	<p>All tasks as defined in W8, W9 and W10 competently. Supervise the day to day operations of work and staff on the workshop floor under the instruction of the Fleet Manager. Have a thorough understanding of all necessary Australian Standards, NHVR standards relevant to the trade being practiced. Have a thorough knowledge of all aspects of staff and customer safety in terms of the Work Health and Safety laws, e.g. staff responsibilities and liability.</p>

38. SCHEDULE 2 – HOURLY RATES OF PAY

The ordinary hourly rates of pay to apply upon commencement of this agreement are provided in the table below. During the operation of this agreement the rates below will be escalated in accordance with the provisions of subclause 17.2.

Team	Level	Rate per Hour (Rounded to nearest Cent)
Haulage	H2*	\$33.22
	H3*	\$33.22
	H4*	\$33.22
	H5*	\$33.22
	H6*	\$33.22
	H7*	\$34.88
	H8*	\$36.54
	H9*	\$38.20
	H10*	\$39.86
	* H2 to H10 rates are to be applied in conjunction with the km allowance rates in Schedule 3.	
Concrete and Landscape	W2	\$27.80
	W3	\$28.45
	W4	\$29.62
	W5	\$30.91
	W6	\$32.20
	W7	\$33.48
Quarrying	Q1	\$27.15
	Q2	\$28.50
	Q4	\$31.22
	Q6	\$33.93
	Q7	\$35.29
	Q8	\$36.65
	Q9	\$38.00
Workshop	J1	\$16.00
	J2	\$19.00
	J3	\$21.75
	J4	\$26.55
	A1	\$22.95
	A2	\$24.80
	A3	\$25.60
	A4	\$26.55
	W5	\$30.91
	W8	\$34.77
	W9	\$36.06
	W10	\$37.35
	W11	\$38.63

39. SCHEDULE 3 – ALLOWANCES

The following allowances / payments will apply, in accordance with their respective provisions, upon commencement of this agreement. During the operation of this agreement the rates below will be escalated in accordance with the provisions of subclause 17.2a or 17.2b as applicable.

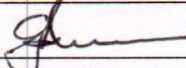
Earnings Related Allowances

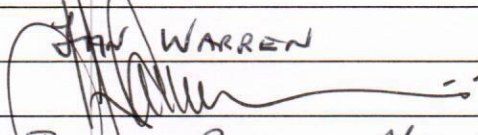
Allowance	Rate	Agreement Reference
Tool Allowance	\$17.50 per week	Clause 20.2
Oversize Allowance	\$11.50 per day	Clause 20.3
First Aid Allowance (Quarry Employees)	\$18.35 per week	Clause 20.5
Haulage Team KM Allowance:		Clause 20.4
Level H2	\$0.088 per KM	
Level H3	\$0.102 per KM	
Level H4	\$0.117 per KM	
Level H5	\$0.131 per KM	
Level H6	\$0.146 per KM	
Level H7	\$0.155 per KM	
Level H8	\$0.161 per KM	
Level H9	\$0.175 per KM	
Level H10	\$0.186 per KM	


Expense Related Payments

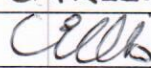
Payment	Rate	Agreement Reference
Sleeper Cab Payment	\$50 per 24 hours	Clause 20.6.a)
Overnight Stay Payment	\$200 per overnight stay	Clause 20.6.b)

SIGNATORIES

Employer:	
Signed for and on behalf of Tegra Australia Pty Ltd:	
Full Name of representative:	GEORGEY BUNN
Signature:	
Title:	GROUP GENERAL MANAGER
Address:	336 BOOROWA ST YOUNG
Dated:	26/7/24

Employee Representatives:	
Signed for and on behalf of the Employees:	
Full Name of representative:	JAN WARREN
Signature:	
Title:	BATCH PLANT MANAGER
Address:	336 BOOROWA ST YOUNG
Dated:	26/7/24

Full Name of representative:	ANDREW COX
Signature:	
Title:	TRUCK DRIVER
Address:	336 BOOROWA ST YOUNG
Dated:	26/7/24

Full Name of representative:	CHARLES ELLIS
Signature:	
Title:	TRUCK DRIVER
Address:	336 BOOROWA ST YOUNG
Dated:	26/7/24