

Bristle Roofing Dandenong

ENTERPRISE AGREEMENT

2024

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1 Title

This Agreement shall be known as the Bristile Roofing Dandenong Enterprise Agreement 2024 (**Agreement**).

2 Objectives of Agreement

- (a) The objectives of this Agreement are to continue to facilitate through consultation:
- i. flexible working arrangements;
 - ii. workplace productivity; and
 - iii. the development and maintenance of the most productive and harmonious working relationship attainable.
- (b) An important factor in reaching the above objectives is the continued development of the working environment where all Parties are involved in the decision-making process. Both the Company and the Employees are committed to the continuation of positive co-operation in implementing work practices that are flexible and meet the requirements of the Company.

3 Arrangement

3.1 Application of Agreement

This Agreement shall apply to and be binding upon:

- i. Bristile Roofing (East Coast) Pty Ltd (ABN 77 090 775 634) trading as Bristile Roofing Victoria 41-55 Elliott Dandenong ("**Company**" or "**Employer**"); and
- ii. Employees of the Company employed in the positions set out in Clause 11 Pay Rates and Classifications of this Agreement ("employees" or "Employees").
- iii. It is also intended that upon approval of the Agreement by the Fair Work Commission ("FWC"), The Australian Workers' Union ("Union" or "AWU") will be covered by the Agreement.
- iv. If the workplace or part of it is relocated from the site referred to above, this Agreement will apply to such other location.

3.2 Reference to industrial instruments

- (a) This Agreement wholly incorporates the provisions of the Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020 (**Awards**).
- (b) Where there is any inconsistency between this Agreement and the terms of the Award incorporated in this Agreement by virtue of clause 3.2 (a) above, this Agreement shall take precedence to the extent of any inconsistency. For the avoidance of doubt, the terms of this Agreement will replace or modify, to the extent of any inconsistency, all protected Award conditions within the meaning of the *Fair Work Act 2009* (Cth), which would otherwise apply to the Employees' employment including rest breaks, incentive-based payments and bonuses, annual leave loadings, State public holidays

3.3 Operation of Agreement

This Agreement shall commence operation on approval by Fair Work Commission and then shall have a nominal expiry date of 28th February 2027.

The Agreement will then continue until it is terminated or replaced by another agreement.

3.4 Obligations of Parties bound

(a) No Extra Claims

It is a term of this Agreement that each of the parties bound by this Agreement will not pursue extra claims, Award or over Award, for the duration of this Agreement.

It is also a term of this Agreement that no industrial action will be taken by any party bound by this agreement, in support of extra claims for the duration of this Agreement.

(b) Workplace Efficiency

It is the objective of the Parties to this Agreement to continue to implement workplace practices allowing the ability to provide for more flexible working arrangements to improve manufacturing efficiency and productivity, enhance skills and job satisfaction, and assist positively towards making the manufacturing operation a more efficient enterprise.

Employees will, within the limits of their skills and training, not impose any restrictive practices. They will perform a wide range of functions and duties, including work incidental or peripheral to their main tasks according to training and competency. They will take all necessary steps to ensure the quality, accuracy and completion of any task.

In case of machine breakdown, Employees will ensure that the plant is kept clean and free from spent materials.

(c) Career Progression and Training

The Parties to this Agreement continue to recognise that a strong commitment to skill development is required to increase efficiency and productivity.

Opportunities will be made available, wherever practicable, to enable Employees to develop skills and competencies for progression through the classification structure consistent with the needs of the Company.

Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the Company.

When a new Employee commences at a high level due to skill requirements, that Employee must "backfill" lower level skills within 12 months to ensure full flexibility of the Company.

(d) Anti-discrimination

It is the intention of the Parties to respect and value the diversity of the workforce and to achieve the object in the *Fair Work Act 2009 (Cth)* to prevent and eliminate discrimination in the workplace.

4 Reward and recognition structure

4.1 Wage increases

(a) Employee rates of pay will increase:

- i. by an amount of 4.5% on 1st March 2024; and
- ii. by an amount of 4.0% on 1st March 2025; and

iii. by an amount of 4.0% on 1st March 2026

- (b) All payments will be made following the first full pay period on or after the above dates.

Clause 11 contains rates of pay and increases over the life of the Agreement.

4.2 Casual employees

- (a) A casual Employee shall be paid a loading of 25% in addition to the ordinary rate of pay for their relevant classification for each hour worked.
- (b) Other matters relating to Casual labour refer to the respective Awards.

4.3 Contractor and Supplementary Labour

- 4.3.1 The parties are committed to maintaining and improving the job security of permanent in-house employees.
- 4.3.2 The company accepts that the employees and their representatives have a legitimate role to protect and improve the job security of in-house permanent employees covered by this Agreement.
- 4.3.3 The parties accept that full-time, permanent, in-house employment will be the normal basis for ongoing employment. The company is committed to maximising such employment.
- 4.3.4 The Company will inform the employees the reasons for utilising contract labour and propose duration.
- 4.3.5 In the interests of maintaining and improving job security of employees covered by this Agreement, if the company engages contractors or labour hire in accordance with this clause, it will require the contractor or labour hire provider to perform work or engage its workers (whether those workers are employees or independent contractors) on rates of pay and conditions that are no less favourable to which employees covered by this Agreement would be entitled.
- 4.3.6 Where a contractor or labour hire worker has been engaged for a period or sequence of periods exceeding six months, the contractor or labour hire worker will be offered permanent employment based on the agreed minimum employment levels. If agreement cannot be reached, the matter may be resolved pursuant to the dispute resolution procedure.
- 4.3.7 No employee will be made redundant whilst labour hire workers, contractors and/or employees of contractors, engaged by the Employer, are performing work that is or has been performed by the Employees covered by this agreement. This subclause does not apply in respect of specialist contractors.

4.4 Allowances

(a) Meal allowance

An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be required to work shall either be supplied with a meal by the employer or paid a Meal Allowance for the first and subsequent meals. If an employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they shall be paid the above allowance for those meals they have provided themselves. The Meal Allowance rate is contained below:

Allowance	Rate 1 st March, 2024	Rate 1 st March, 2025	Rate 1 st March, 2026
Meal Allowance (Per Occasion)	\$18.28	\$19.01	\$19.77

(b) First aid allowance

Any employee appointed by the employer to perform first aid duty, in addition to ordinary duties, shall be paid a First Aid allowance in addition to their ordinary rate. The First Aid allowance is contained below:

Allowance	Rate 1 st March, 2024	Rate 1 st March, 2025	Rate 1 st March, 2026
First Aid (per day)	\$4.00	\$4.16	\$4.33

(c) Shift Work Allowance

The Afternoon and Night Shift premium rate will remain at 15% of the ordinary hourly rate and for the Permanent Night Shift premium rate will be 30% of the ordinary hourly rate.

- i. **afternoon shift** means any shift finishing after 6.00 pm and at or before midnight
- ii. **night shift** means any shift finishing after midnight and at or before 8.00 am

(d) Afternoon and night shift—non-successive shifts

An employee who works on an afternoon or night shift which does not continue,

(i) for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift); or

(ii) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with clause 6.1 – Hours of Work),

must be paid for each shift **150%** of the ordinary hourly rate for the first 3 hours and **200%** of the ordinary hourly rate for the remaining hours.

(e) Higher duties

- i. An employee engaged for more than 2 hours during one day or shift on duties carrying a higher minimum rate than their ordinary classification must be paid the higher minimum rate for such day or shift.
- ii. If engaged on duties carrying a higher minimum rate for 2 hours or less during one day or shift, an employee must be paid the higher minimum rate for the time so worked.

5 Employment Conditions

5.1 Hours of work

- (a) The ordinary hours of work shall be an average of 38 per week
- (b) The ordinary hours of work may be worked on any weekday or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 5.30 a.m. and 6.00 p.m. in respect to day work.
- (c) The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Subject to the provisions of this subclause, shift workers shall work at such time as the employer may require. A shift shall consist of not more than ten hours inclusive of crib time.
- (d) In order to maintain the efficiency of operation of the overall site it is agreed that shift times can be scheduled flexibly between the hours 5.30 am to 12.30am.
- (e) Provided that the spread of ordinary hours not exceeding 10 hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned in the absence of an agreement by seven days' notice of alteration given by the employer to the employees. This was offset in previous agreements with wage adjustments.
- (f) In any arrangement of ordinary shift working hours where the ordinary working hours are to exceed ten on any day and not exceed twelve on any day will be worked subject to:
- An agreement of the employer and the majority of employees in the plant or section or sections concerned to suit the circumstances of the establishment; and
 - proper health monitoring procedures being introduced; and
 - suitable roster arrangements being made; and
 - proper supervision being provided; and
 - adequate breaks being provided; and
 - an adequate trial or review process being implemented through the consultative process in clause 10 of this agreement.
- (g) Current shift arrangements remain in place unless varied by this clause.
- Day Shift 06:30-14:30
 - Afternoon Shift 14:30-22:30
 - Night Shift 22:30-06:30
- (h) The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the employer to the employees.

RDO Arrangements

- (i) Where a standard 8 hour shift is scheduled, 0.4 of an hour from that shift shall be accrued towards a rostered day off (RDO). Rostered Days Off shall be taken either as required for operational reasons, or as agreed in advance by both the employer and employee.

- (ii) The rostered day may be worked where requested by the employer, in which case, the employee shall be paid at normal overtime rates of time and a half for the first two hours and double time thereafter.
- (iii) If an employee works their RDO the RDO will be banked for use in accordance with (i) above

5.2 Overtime

- (a) For all work done outside of the ordinary starting or ceasing times of work in excess of ordinary hours, on any one day or shift Monday to Friday inclusive the rate of time and one half for the first two hours and double time thereafter shall be paid.
- (b) The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.
- (c) If, on the instructions of the employer, an employee reports for overtime work on a Saturday, they shall be paid for a minimum of four hours' work at the prescribed rate. In the event of an employee attending for work but not required the employee shall be paid the minimum of four hours' work at the prescribed rate.
- (d) Double time shall be the rate payable for all work done on Sundays with a minimum payment as for four hours' work. In the event of an employee attending for work but not required, they shall be paid a minimum payment of four hours' work.

Shift Turn around

A rest period of 10 hours is required between shifts. Where not achievable, double time will be paid until the 10 hour break is achieved.

5.3 Meal and rest breaks

- (a) During each shift Employee will be provided with:
 - i. one 15 minute paid break; and
 - ii. one 30 minute paid meal break.
- (b) Where an Employee is required to work for more than 2 hours beyond the Employee's normal ceasing time in any day the Employee shall be entitled to a paid break of 20 minutes at ordinary rates. After each further 4 hours worked the Employee shall be entitled to a second paid meal break of 20 minutes at ordinary rates, provided the Employee continues working after such meal break.

5.4 Payment of wages

- (a) Wages shall be paid weekly on the day nominated by the Company by electronic funds transfer into an Employee's Australian financial institution account. Employees will receive electronic payslips and applicable leave balance entitlements will be viewable by the employee through a HR Information System (currently, Connx).
- (b) Upon termination of employment, all wages due to an Employee shall be paid no later than 7 days following such termination.
- (c) The Company shall provide each Employee with written confirmation of the total amount of wages to which they are entitled, the amount of overtime included therein, details of any deductions made, and the net amount paid.
- (d) The Company may deduct from wages, due to an Employee such amount as is authorised (deductions) in writing by such Employee. This deduction will be made on a monthly basis and distributed to the nominated institution.

5.5 Superannuation Changes will depend upon law changes in progress

(a) Contributions

The Company will make superannuation contributions on behalf of each Employee, in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) and other relevant legislation, as varied from time to time.

The default superannuation fund is Australian Super.

(b) Employee contributions

Subject to the rules of the Fund, Employees who wish to make additional contributions to the Fund are entitled to do so. They may either forward their own contributions directly to the Fund Administrators or, where it is practicable to do so, authorize the Company to pay into the Fund from the Employee's wages amounts specified by the Employee. Employee contributions will not offset Employer contributions.

(c) Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 5.5(a) and pay the amount authorised under clause 5.5(b):

(i) Paid leave

While the employee is on any paid leave.

(ii) Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work-related illness provided that:

(a) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and

(b) the employee remains employed by the employer.

6 Leave provisions

6.1 Annual leave

(a) Employees will accrue 4 weeks annual leave during each year of service.

(b) Annual leave for part time Employee's accrues on a pro-rata basis.

(c) Annual leave shall not accrue during periods of unauthorised leave.

(d) Reasonable notice is required from either Party before taking annual leave. However, if either Party has urgent reasons for the taking of annual leave, then the notice period may be reduced by mutual agreement. The Company will endeavour to grant annual leave at the time requested, however, the granting of annual leave is subject to operational requirements.

(e) Leave prescribed in this clause shall be in addition to public holidays. If a public holiday is observed during a period of annual leave, that day will not be counted as annual leave.

(f) The rate of your Annual Leave will be the higher of your ordinary hourly rate plus shift allowance or your ordinary rate plus a loading of 17.5% had you worked for the time you are taking holidays. Whichever is greater but not both will apply to Annual Leave.

6.2 Cashing out of annual leave

- (a)** Paid annual leave must not be cashed out except in accordance with an agreement under clause 6.2.
- (b)** Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 6.2.
- (c)** An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d)** An agreement under clause 6.2 must state:
 - (i)** the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii)** the date on which the payment is to be made.
- (e)** An agreement under clause 6.2 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f)** The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g)** An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h)** The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i)** The employer must keep a copy of any agreement under clause 6.2 as an employee record.
- (j)** Pursuant to S344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 6.2.
- (k)** Pursuant to S345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 6.2.

6.3 Public Holidays

- (a)** A full-time employee under this Agreement is entitled to be absent from work on the following public holidays, without loss of pay:
 - i. New Year's Day
 - ii. Australia Day
 - iii. Labour Day
 - iv. Good Friday
 - v. Easter Saturday
 - vi. Easter Sunday
 - vii. Easter Monday
 - viii. Anzac Day
 - ix. Sovereign's Birthday
 - x. Friday before AFL Grand Final
 - xi. Melbourne Cup Day or any regional event day for which employees in that locality would reasonably expect to receive a public holiday
 - xii. Christmas Day
 - xiii. Boxing Day
 - xiv. Any other day or part day proclaimed a public holiday by law.

Substitution of Certain Public Holidays Which Fall on a Weekend

If the applicable legislation does not proclaim or declare a substitute or additional public holiday:

- (b) When Christmas Day is a Saturday or a Sunday, a day in lieu shall be observed on 27 December;
- (c) When Boxing Day is a Saturday or a Sunday, an additional day shall be observed on 28 December;
- (d) When New Year's Day is a Saturday or Sunday, an additional day shall be observed on the next Monday;
- (e) When Australia Day is a Saturday or a Sunday, a day in lieu shall be observed on the next Monday;
- (f) When Anzac Day falls on Easter Monday, a day in lieu shall be observed on Tuesday 26 April.

Payment for absence on public holiday

- (g) If an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part-day.

Request to Work on a Public Holiday

- (h) An employer may request an employee to work on a public holiday if the request is reasonable.
- (i) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (i) the request is not reasonable; or
 - (ii) the refusal is reasonable.
- (j) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (i) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) whether the employee could reasonably expect that the employer might request work on the public holiday;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (v) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (vi) the amount of notice in advance of the public holiday given by the employer when making the request;
 - (vii) in relation to the refusal of a request--the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (viii) any other relevant matter.

Payment for Time Worked on a Public Holiday

- (k) Non-continuous shift workers required to work overtime on a public holiday will be paid at double time and one half. The double time and one half is to be paid until the employee is relieved from duty. Non-continuous shift workers required to work on a public holiday will be paid for a minimum of four hours work.
- (l) Day workers required to work on a public holiday will be paid for a minimum of four hours work at double time and one half. The double time and one half is to be paid until the employee is relieved from duty.

6.3 Personal leave

Entitlement to paid personal/carer's leave

(a) Amount of leave

- (1) For each year of service with an employer (other than periods of employment as a casual employee of the employer), an employee is entitled to 10 days of paid personal/carer's leave.

(b) Accrual of leave

- (1) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service (other than periods of employment as a casual employee of the employer) according to the employee's ordinary hours of work, and accumulates from year to year.

(c) Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (1) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (2) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

(d) "*immediate family*" of an employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

de facto partner of an employee:

- (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee.

(e) **Employee taken not to be on paid personal/carer's leave on public holiday**

If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where

the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

(f) Payment for paid personal/carer's leave

If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's rate of pay for the employee's ordinary hours of work in the period.

(g) Notice and evidence requirements

Notice

(1) An employee must give his or her employer notice of the taking of Personal leave by the employee.

(2) The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

Evidence

(3) An employee who has given his or her employer notice of the taking of Personal leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person. Acceptable forms of evidence to support personal leave include:

(i) Medical certificate from a registered medical practitioner; or

(ii) Statutory declaration signed in front of a justice of the peace or an authorised witness; or

(iii) Hospital Medical / Attendance certificate due to hospital attendance / admission.

Compliance

(4) An employee is not required to provide evidence for two single day absences per calendar year. Personal leave taken immediately prior or following Public Holidays, weekends, a period of annual leave, and an RDO day will require evidentiary requirements as stated in sub-clause (3) above.

(5) An employee is not entitled to take Personal leave unless the employee complies with this clause section.

(h) Carer's leave

i. Subject to the provisions of the *Fair Work Act 2009* (Cth), an Employee is entitled to take accrued personal leave to provide care and support to a member of the Employee's Immediate Family or household who requires care or support because of a personal illness or injury or an unexpected emergency.

ii. The Employee must provide evidence that would satisfy a reasonable person, to support their application for carer's leave. Acceptable forms of evidence to support carers leave includes, but is not limited to the evidence documents prescribed in clause 6.3 (g)(3).

(i) Unpaid carer's leave

Subject to the provisions of the *Fair Work Act 2009*(Cth)

(j) Payment of unused personal/carers leave in the event of death

In the event of an employee's death while employed by the Company, any accrued but unused personal/carer's leave shall be paid out to the employee's estate.

6.4 Parental leave

Employees shall be entitled to parental leave in accordance with the *Fair Work Act 2009*(Cth).

6.5 Compassionate leave

Entitlement to compassionate leave

- (1) An employee is entitled to 2 days of compassionate leave for each occasion (Permissible Occasion) when:
 - (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
 - (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (2) Paragraph (1)(c) does not apply:
 - (d) if the miscarriage results in a stillborn child; or
 - (e) to a former spouse, or former de facto partner, of the employee.
- (3) In accordance with the provisions of paragraph (1)(a),(b) and (c) and (2)(d) and (e), an employee will be entitled to up to 5 days of compassionate leave if required to travel interstate or internationally.

Taking compassionate leave

- (1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (A) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or
 - (B) after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in section 104; or
 - (C) after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in section 104.
- (2) An employee may take compassionate leave for a particular permissible occasion as:
 - (D) a single continuous 2-day period; or
 - (E) 2 separate periods of 1 day each; or

- (F) any separate periods to which the employee and his or her employer agree.
- (3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

Payment for compassionate leave (other than for casual employees)

If, in accordance with this clause (clause 6.5), an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.

The employer may require evidence that would satisfy a reasonable person.

6.6 Domestic/Family Violence Leave

- a. The parties recognise that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the parties commit to providing support to employees that experience domestic and/or family violence.
- b. The parties accept the definition of family violence as described in the Family Violence Protection Act 2008 (Vic) as amended from time to time, as well as including physical, sexual, emotional, psychological, verbal, financial or emotional abuse by a domestic and/or family member.
- c. Reasonable proof of domestic and/or family violence may be required and can be in the form of (including but not limited to) a document issued by the Victorian Police, a Court, medical practitioners, registered nurse, mental health care professional, lawyer or statutory declaration.
- d. All personal information concerning domestic and/or family violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- e. No adverse action or detrimental decision-making will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic and/or family violence.
- f. The parties will identify an agreed contact(s) either within and/or external to the employer who will be trained in domestic and/or family violence and privacy issues (for example training in domestic and/or family violence risk assessment and risk management). The employer will advertise the name of the agreed contact(s) for the purpose of domestic and/or family violence.
- g. An employee experiencing domestic and/or family violence may raise the issue with another person if they so choose. That person may seek advice from the agreed and suitably trained person mentioned above.
- h. Where requested by an employee, the agreed contact or such other person appointed by the employee will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with this clause.
- i. An employee experiencing domestic and/or family violence will have access to 10 days paid leave per year (non-cumulative) of paid special leave for medical appointments, legal proceedings and other activities related to domestic and/or family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval provided notification occurs as soon as is reasonably practicable.
- j. An employee who supports a person experiencing domestic and/or family violence may take carer's leave to accompany that person or assist that person.

- k. In order to provide support to an employee experiencing domestic and/or family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing domestic and/or family violence for:
 - i. Changes to their hours of work and/or shift pattern
 - ii. Job re-design or alteration to duties
 - iii. Relocation to suitable employment within the employer or associated entity
 - iv. Change to contact details
 - v. Any other reasonable measure including those available under existing provisions for family friendly and flexible work arrangements.
- l. An employee experiencing domestic and/or family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP will include professionals trained specifically in domestic and/or family violence. An employee experiencing domestic and/or family violence will be given a resource pack of information regarding support services.

6.7 Community Leave

6.7.1 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity; and
- (b) unless the activity is jury service--the employee's absence is reasonable in all the circumstances.

6.7.2 Meaning of eligible community service activity

General

- (1) Each of the following is an **eligible community service activity** :
 - (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (b) a voluntary emergency management activity (see subsection (2)); or
 - (c) an activity prescribed in regulations made for the purpose of subsection (4).

Voluntary emergency management activities

- (2) An employee engages in a **voluntary emergency management activity** if, and only if:
 - (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

(c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and

(d) either:

(i) the employee was requested by or on behalf of the body to engage in the activity; or

(ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

(3) A **recognised emergency management body** is:

(a) a body, or part of a body, that has a role or function under a plan that:

(i) is for coping with emergencies and/or disasters; and

(ii) is prepared by the Commonwealth, a State or a Territory; or

(b) a fire-fighting, civil defence or rescue body, or part of such a body;

or

(c) any other body, or part of a body, a substantial purpose of which involves:

(i) securing the safety of persons or animals in an emergency or natural disaster; or

(ii) protecting property in an emergency or natural disaster; or

(iii) otherwise responding to an emergency or natural disaster; or

(d) a body, or part of a body, prescribed by the regulations;

6.7.3 Notice and evidence requirements

Notice

(1) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.

(2) The notice:

(a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and

(b) must advise the employer of the period, or expected period, of the absence.

Evidence

(3) An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

(4) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.

6.8 Jury Service

- (a) A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.
- (b) Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment must be made to the employee in accordance with clause 6.8(a).

6.9 Long service leave

Subject to this clause, Long Service Leave will apply in accordance with the *Long Service Leave Act (2018)* Vic. Employees will receive long service leave at an accrual rate of one week per year of continuous service.

7 Termination of employment

7.1 Notice of termination by the Company

- (a) In order to terminate the employment of an Employee the Company must give the Employee notice of termination as specified below:

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

- (b) In addition to the notice period above, Employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice period must be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required notice period and by the Company providing payment for the remainder of the notice period.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- i. the Employee's ordinary hours of work (even if not standard hours); and
 - ii. the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - iii. any other amounts payable under the Employee's contract of employment.

The notice period in this clause does not apply to incidence of serious misconduct

Meaning of serious misconduct

(1) conduct that is serious misconduct includes both of the following:

- (a) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
- (b) conduct that causes serious and imminent risk to:
 - (i) the health or safety of a person; or
 - (ii) the reputation, viability or profitability of the employer's business.

(2) conduct that is serious misconduct includes each of the following:

- (a) the employee, in the course of the employee's employment, engaging in:
 - (i) theft; or
 - (ii) fraud; or
 - (iii) assault; or
 - (iv) sexual harassment;
- (b) the employee being intoxicated at work;
- (c) the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

(3) Subclause (2) does not apply if the employee is able to show that, in the circumstances, the conduct engaged in by the employee was not conduct that made employment in the period of notice unreasonable.

(4) For Subclause (2)(b), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.

7.2 Notice of termination by the Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of the Company, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- (b) If an Employee fails to give the notice specified in 7.1 the Company has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary rate of pay for the notice period.

7.3 Redundancy

- (a) Redundancy means the Company has no further requirement for the job performed by an Employee to be performed by that Employee, or any other person.
- (b) the Company will call for voluntary redundancies in the work area concerned. Minimum of two weeks consideration time will be given.
- (c) If voluntary acceptance is not met, a selection matrix based on skill and performance will be used as selection criteria. The selection matrix will be developed through consultation with the AWU. If a dispute arises it dealt with in accordance with the dispute settlement procedure.

- (d) The Company will take all reasonable steps to maintain an Employee's continuity of service, or relocate an Employee if possible, or to allow the natural attrition of normal staff turnover to accomplish the required reduction of Employees.
- (e) In order to terminate an Employee's employment due to redundancy, the Company shall provide notice in accordance with clause 7.1. Such notice period may be shorter by mutual consent of the Parties. Payment in lieu of the notice period may be given instead as prescribed in clause 7.1(c).
- (f) In the event that redundancy (s) becomes necessary, management will bring it to the attention the decision to all employees and then ask for voluntary applications from employees. However, management reserves the right to accept or reject any application made on a voluntary basis on the grounds of the need to retain the necessary skills, experience and/or qualifications.
- (g) If the Employee's employment is terminated due to redundancy, and the Employee has one or more years service with the Company, the following severance payments will apply:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year but no more than 2 years	4 weeks
More than 2 years but no more than 3 years	6 weeks
More than 3 years but no more than 4 years	7 weeks
More than 4 years but no more than 5 years	8 weeks
More than 5 years and more	10 weeks plus 2 weeks completed year of service in excess of 5 years
The maximum period of severance pay available will be capped at 52 weeks (26 years service)	

- (h) Payment is calculated in accordance with the ordinary rate of pay outlined in Schedule 1 of this Agreement.
- (i) If an Employee's employment is terminated for redundancy the Employee may terminate their employment during the notice period and, if so, shall be entitled to the same severance payments under this clause as if they remained with the Company until the expiry of such notice. In such circumstances the Employee shall not be entitled to payment in lieu of the notice period not worked.
- (j) An Employee will have no entitlement to severance pay if the Company obtains suitable alternative employment for the Employee.
- (k) In addition to the above payments, an employee who is made redundant shall be paid out personal (sick) leave accrued and not taken over the preceding 4 years up to maximum of 304hrs (40days)

We only payout personal leave upon redundancy

8 Safety management

8.1 Occupational health and safety

Compliances

- (a) The Employer and Employees both agree that the following items are deemed imperative in obtaining a safe work environment.
 - (i) Adhere to all established site rules with respect to health, safety and environment.
 - (ii) Ensure safe work procedures (such as isolation procedures, environmental clean up) are followed and adhered to at all times. If there is a reason why the procedure is unworkable then report it and offer a solution.
 - (iii) If an elected HSR, participate in Health& Safety meetings.
 - (iv) Protective clothing and/or safety equipment supplied by the Company are to be worn at all times whilst at work.
 - (v) Maintain good housekeeping practices in the work area and around the site at all times.
 - (vi) Reduce waste by ensuring proper handling, recycling and disposal methods.
 - (vii) If able, offer suggestions to improve health, safety and environment practices around the site and work areas.
 - (viii) When identified report hazards and near misses to their Supervisor or Manager.
 - (ix) Participate in health, safety and environment training programs.
 - (x) Company supplied clothing to be worn at all times. The company will provide a laundry service for cleaning of uniforms. New uniforms will be provided yearly with replacement items within a year allowed once fair wear and tear has been established.
 - (xi) Where employees are injured seriously or fall ill at work, the employer shall engage the most appropriate means of getting them to the nearest treatment facility, or pay reasonable expenses of transmission to hospital.
 - (xii) Safety training will be provided by internal or external facilitators. Training programs include, but not limited to, site policies and procedures and relevant HSR training.

8.2 Drugs and alcohol

- (a) All Company sites are to be free from the consumption of drugs (illicit) and alcohol.
- All drug and alcohol related matters will be dealt with in accordance with the Company's Drugs and Alcohol Policy which includes random drug testing. This policy is an integral part of the Company's Health and Safety regime/suite which is intended to ensure that work is performed in a manner that protects the health and safety of employee's, contractors and the general public.
- (b) Appropriate Senior Management Personnel will review each case on its own merits. Where an Employee returns a non-negative result and is impaired to a point that they cannot perform their job safely or is a risk to others, the Employee may be asked to cease work immediately and seek medical attention if required. The Employee must report to the responsible Manager for counselling and support prior at the commencement of their next rostered shift.
- (c) Where a breach is deemed to be serious misconduct summary dismissal may result. Where appropriate, the company will assist the Employee with counselling, treatment and rehabilitation through the Employee Assistance Program. The affected Employee may take accrued leave or leave without pay for the length of the program, at the conclusion of which a certificate signed by the Counsellor to confirm successful completion of the program.
- (d) All employees and their immediate family members with concerns regarding drug and alcohol issues are able to access the Employee Assistance Program on a confidential basis.

8.3 Disciplinary procedures

The following procedure will be adhered to by the Company and the employees:

- (a) Employees who exhibit unsatisfactory performance of behaviour will be counselled so that they understand the standards expected of them and they will be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commenting on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee or serious misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another; available employee or a union representative present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning.

8.4 Dispute Settlement Procedure

1) If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;
- (c) the employee employer relationship

this term sets out procedures to settle the dispute.

- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the 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 to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

8.5 Inclement Weather

The Company will work to minimise the effects of seasonal weather conditions on employees.

For the purpose of this clause, inclement weather will only refer to:

- (a) Low temperate conditions
- (b) High temperate conditions

Actions are determined through the Brickworks Risk Assessment process. A risk assessment for inclement weather will be reviewed as per the Brickworks Risk Assessment schedule and will involve the site Health and Safety Committee and OH&S Representatives.

Temperature Measurement:

Temperature will be measured in three locations of the plant. Maintenance workshop, mid plant near extruder and colour sections and at loader area. Type of measurement device to be determined.

Low temperature conditions:

Uniforms are provided to employees inclusive of long sleeve and jacket options.

Heating elements will be provided in main operator locations of extruder, packer, and maintenance workshop. Use of heaters at discretion of employees.

High temperature conditions:

At temperature of 31 degrees, Bristle Roofing site management will activate the Brickworks Heat Stress Management Guideline ~ SHE-GDE-WHS-10.028 will apply. Following temperature breaks to apply:

Up to 30 degrees	Normal shift break pattern to apply
31 to 35 degrees	75% work, 25% rest each hour when work location temperature within range shown.
36 to 40 degrees	50% work, 50% rest each hour when work location temperature within range shown.
41 degrees and above	25% work, 75% rest each hour when work location temperature within range shown.

Where a meal/tea break occurs within the hour where a rest break has been allocated, this time should be included within the rest period allocated.

In order to keep continuity of production, employee rotation will be used.

Site Manager and or Production Manager in consultation with shift supervisor and shift HSR, to plan rotation of employees from work area while allowing continued operation of the production line and despatch operations. Consultation on scheduling of labour-intensive tasks such as heavy maintenance work and cleaning tasks to be undertaken with aim to complete at cooler parts of day.

The Company will provide:

- Fans or other cooling devices located in main production workstations.
- Air-conditioned room where breaks can be taken.
- Access to chilled water
- Provision of isotonic drinks
- Provision of isotonic icy poles and / or standard icy poles
- Provision of evaporative cooling neck ties

- Aim to source additional labour to assist in break coverage

9 Consultation

- 9.1 This clause applies if the Employer:
- (a) proposes 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
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
 - (c) In this clause relevant employees means the employees who may be affected by a change referred to in subclause 9.2.1.
- 9.1.1 Major change
- For a major change referred to in paragraph 9.2.1 (a):
- (a) the Employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (c) to (j) apply.
 - (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause. The AWU will be the default representative for AWU members.
 - (d) The Employer will recognise the representative 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
 - (e) As soon as practicable after its proposal, 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
 - (f) 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.
 - (g) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - (h) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - (i) If a clause in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the Employer's enterprise, the requirements set out in paragraph 9.2.2 (a) to (e) are taken not to apply.

(j) In this clause, 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.

9.1.3 Change to regular roster or ordinary hours of work

(a) For a change referred to in paragraph 9.2.1 (b):

(i) the Employer must notify the relevant employees of the proposed change; and

(ii) subclauses 9.2.3 (b) to (f) apply.

(b) Clauses 9.2.2 (b) apply for the appointment of representation for a change to the regular roster.

(c) As soon as practicable after proposing to introduce the change, the employer must:

(i) discuss with the relevant employees the introduction of the change; and

(ii) all relevant information about the change, including the nature of the change; and

(iii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iv) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(v) 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).

(d) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(e) The Employer must give prompt, genuine, and proper consideration to matters raised about the change by the relevant employees.

(f) No implementation will occur until proper and genuine consultation has occurred to the satisfaction of the parties, and agreement has been reached. In circumstances where agreement cannot be reached the dispute resolution procedure will be invoked as per clause 8.4.

Changes to policies & guidelines

(a) In cases where The Employer plans to make changes to the following policy and/or guidelines:

- (i) Drug and alcohol;
- (ii) Electronic surveillance;
- (iii) Genetic testing; or
- (iv) Biometric data

(b) the Employer must give prompt, genuine, and proper consideration to matters raised about the change by the relevant employees.

(c) No implementation will occur until proper and genuine consultation has occurred to the satisfaction of the parties, and agreement has been reached. In circumstances where agreement cannot be reached the dispute resolution procedure will be invoked as per clause 8.4.

10 Workplace Flexibility

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) 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.
- (3) 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
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) 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.

11 Pay Rates and Classifications

Pay rates effective from the first pay period of the 2024 EBA as per Clause 4.2 (b) (incl industry allowance).

EBA Classification Level	Classification Description	Award Rate July 2023	Award Classification Level	Current Rate March 2023	Rate 1 st March 2024	Rate 1 st March 2025	Rate 1 st March 2026
					4.5%	4%	4%
5A	Production Shift Supervisor	\$26.63	5	\$40.3123	\$42.1264	\$43.8114	\$45.5639
5	Shift 2IC + skills matrices	\$26.63	5	\$36.8383	\$38.4960	\$40.0359	\$41.6373
4	Operator + skills matrices	\$25.32	4	\$34.1441	\$35.6806	\$37.1078	\$38.5921
3	Operator + skills matrices	\$24.53	3	\$31.9413	\$33.3787	\$34.7138	\$36.1024
2	Operator / competency-based skills training	\$23.68	2	\$30.3604	\$31.7266	\$32.9957	\$34.3155
1	Entry Level	\$23.06	1	\$29.2370	\$30.5527	\$31.7748	\$33.0458
3F	Trade Team Leader	\$27.01	C9	\$46.0222	\$48.0932	\$50.0169	\$52.0176
2F	Trade Qual + hyd/pnu/Disconnect Licence	\$27.01	C9	\$42.2594	\$44.1611	\$45.9275	\$47.7646
1F	Trade Qualified - C10	\$26.18	C10	\$39.4465	\$41.2216	\$42.8705	\$44.5853
	Electrician	\$30.02	C6	\$48.0000	\$50.1600	\$52.1664	\$54.2531

12 Accident Make Up Pay

- a) An employee who receives weekly compensation payments pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013 (Vic)* (WIRC Act) will be paid accident make up pay by the employer. The employer will pay to the employee an amount equivalent to the difference between:
 - 1) accident make up pay is to be a payment amount being the difference between the amount paid to the employee under the WIRC Act and the employee's Pre-Injury Weekly Earnings (PIAWE) under the WIRC Act.
 - 2) The maximum period of accident make up pay to be made by an employer will be 35 weeks for any one injury.
- b) Where bonus earnings are included in the rate paid they shall be calculated as the average weekly bonus earned during the 35 week period immediately preceding the date of the injury or during the whole period of employment, whichever is the lesser period.

13 Consultative Committee.

- 1. Objectives of the Committee
 - a. The common interest that the committee is striving for is:
 - i. with agreed common goals for future survival and job security, we commit ourselves to workplace reform through education, training and consultation leading to job satisfaction, increased productivity, efficiency and quality of the product
 - ii. To increase the competitiveness of the Company and its products.
 - iii. To establish and monitor results of an on-site Agreement which provides flexible work practices, patterns and task arrangements which enhance the efficiency of the Company's operation.
- 2. Function of the Committee
 - a. The committee is established for the purpose of discussing matters raised by employees or management which impact on employees or which contribute to the improved operation and efficiency of the company.
 - b. The committee will seek to reach agreement on matters discussed and make recommendations to senior management who will take into account the view and deliberations of the committee prior to making its final decisions.
 - c. The committee shall meet regularly or at least once per quarter.
- 3. Membership of the Committee
 - a. The company, the Unions and employees will jointly determine the size of the committee.

13.1 Union Delegates

- (a) Union Delegates shall, upon notification to the employer by an accredited official of the union, be recognized as the accredited representative of the union.
- (b) the Union delegate shall be released on paid time to:
 - i. Meet with members and/or management about any matter arising in the yard or factory affecting members of the union
 - ii. including recruitment and may include investigation by the delegate.
 - iii. Consult and confer with Officials of the Union
 - iv. Represent the interests of Union members to the employer at industrial tribunals and courts
 - v. Participate in disciplinary investigations and procedures
 - vi. Participate in any dispute settling procedure
 - vii. Participate in bargaining for an agreement to replace this agreement.
 - viii. Address new employees about the benefits of union membership at an induction meeting.

The delegate, upon request, is allowed reasonable opportunity to carry out such duties at a time convenient to the delegate and the employer.
- (c) The employer will permit the delegate access to a telephone for the purpose of calling the union. The delegate will be allowed to make calls in privacy.

13.1.2 Notice Board

The employer shall provide a notice board for displaying material authorized by the union.

13.1.3 Union training

- a) Elected Union delegates are entitled to training, up to five days per year, non-cumulative.
- b) Delegates will be released for training without loss of pay
- c) The application to the employer should include the nature and duration of the course to be attended, and should normally be provided with 14 days' notice of the proposed training.
- d) The granting of leave pursuant to this clause shall not be unreasonably withheld but will be subject to operational requirements including but not limited to being able to make adequate staffing arrangements during the period of such leave.
- e) Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.

13.1.4 Incorporation of Award terms for Union Delegates

The agreement only incorporates Award terms that deal with delegates rights to the extent that they are more favourable than this clause.

For avoidance of doubt, Award terms that deal with delegates rights that are not incorporated include any terms that:

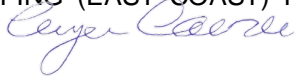
- (a) Limit delegates right under this clause by:
 - (i) Limiting those rights to a particular number of delegates; or
 - (ii) Limiting those rights in relations to small business employer; and
- (b) Impose additional or more onerous notice, evidentiary, or other administrative requirements on delegates or their exercise of delegates rights.

Signing page

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

BRISTILE ROOFING (EAST COAST) PTY LTD (ABN 77 090 775 634)

SIGNED:



NAME IN FULL (PRINTED): Cinzia Camorani

ADDRESS: 53-55 Elliott Road Dandenong South, 3175

POSITION: State Manager

DATE: 06/08/2024

IN THE PRESENCE OF (SIGNATURE):



WITNESS NAME IN FULL (PRINTED): Adrian Kietz

WITNESS ADDRESS: 41-55 Elliott Rd Dandenong South, 3175

DATE: 06/08/2024

SIGNED BY THE

THE AUSTRALIAN WORKERS' UNION (VICTORIAN BRANCH) (AWU)

EMPLOYEE REPRESENTATIVE (SIGNATURE):



NAME IN FULL (PRINTED): Ronnie Hayden

ADDRESS: 685 Spencer Street, West Melbourne, Victoria, 3003.

POSITION: Branch Secretary, AWU Victorian Branch.

DATE: 9 August 2024

IN THE PRESENCE OF (SIGNATURE):



WITNESS NAME IN FULL (PRINTED): Elizabeth Hill

WITNESS ADDRESS: 685 Spencer Street, West Melbourne, Victoria, 3003.

DATE: 9 August 2024