



**Hanson's TWU Melbourne Metropolitan Area
Truck Driver Agreement 2023-2026**

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Part 1—Application and Operation

1.1 Title

This agreement is the Hanson's TWU Melbourne Metropolitan Area Truck Driver Agreement 2023 - 2026.

2. Commencement, parties bound and industrial instruments

2.1 This agreement shall operate seven (7) days after approval by the Fair Work Commission and has a nominal expiry date of 30 June 2026.

2.2 This Agreement is binding on:

- (a) Hanson, Hanson Construction Materials Pty Ltd and its Metropolitan locations; and
- (b) all employees of Hanson Construction Materials Pty Ltd employed in the Metropolitan locations as concrete truck drivers, tipper and or tanker drivers; and
- (c) the TWU if it is granted an Order by FWC pursuant to S183 of the Fair Work Act 2009.

2.3 This agreement will operate to the exclusion of any award including but not limited to the *Road Transport and Distribution Award 2020* and will be deemed to cover the field in respect of all wages and working conditions of the employees as against any other award or workplace agreement made or in force under the *Fair Work Act 2009*.

3. Definitions and interpretation

3.1 In this agreement, unless the contrary intention appears:

- (a) **Act** means the *Fair Work Act 2009* (Cth)
- (b) **ancillary vehicles and/or equipment** means mechanically powered vehicles and/or equipment (other than trucks) used by Hanson in the loading, unloading, stacking, moving, sorting or handling of goods and/or materials in connection with work which is part of or ancillary to the business of Hanson
- (c) **articulated vehicle** means a vehicle with three or more axles, comprising a power unit (called a prime mover, tractor truck etc.) and a semi-trailer which is superimposed on the power unit and coupled together by means of a king-pin and revolving on a turn-table and is articulated whether automatically detachable or permanently coupled
- (d) **CPI** means the Australian Bureau of Statistics- Consumer Price Index rates applicable for Melbourne September Quarter in previous year to September Quarter in current year
- (e) **double-articulated vehicle** means a vehicle with four or more axles, comprising a power unit (called tractor truck, prime mover, etc.) and semi-trailer (called dolly trailer)

which is superimposed on the power unit, which in turn has a load-carrying semi-trailer superimposed upon the dolly trailer, both semi-trailers and the power unit being coupled together by means of king-pins and revolving on turn-tables and are articulated whether automatically detachable or permanently coupled

- (f) **employee** means an employee of Hanson Construction Materials Pty Ltd employed in a Metropolitan location as concrete truck driver, tipper and or tanker driver
- (g) **grade 5 truck** means a driver of a concrete mixer with five cubic metre bowl and over
- (h) **grade 6 truck** means a driver of a rigid vehicle and a heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes or a driver of an articulated vehicle with more than three axles and a GCM greater than 22.4 tonnes.
- (i) **Hanson** means **Hanson Construction Materials Pty Ltd**
- (j) **gross combination mass or GCM** means the maximum permissible mass (whether described as the gross train mass or otherwise) for the motor vehicle and the trailer(s) or semi-trailer(s) attached to it, together with the load carried on each, as stated in any certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by law to be painted or displayed on the motor vehicle
- (k) **gross vehicle mass or GVM** means the maximum permissible mass (whether described as the gross train vehicle mass or otherwise) for the motor vehicle and its load (but excluding any trailer and its load) as stated in a certificate of registration or other certificate that is issued in respect of the motor vehicle by the relevant authority or by the corresponding authority of another State or Territory or that is required by the law to be painted or displayed on the motor vehicle
- (l) **Metropolitan locations** means locations falling within Melbourne's 2030's urban growth boundary as defined in the Victorian Department of Infrastructure Report published in 2002 entitled "Melbourne 2030 – Planning for sustainable growth" and as illustrated on the plan in Appendix "A" and which currently are those listed in Appendix "B"
- (m) **NES** means the National Employment Standards as set out in the *Fair Work Act 2009* (Cth)
- (n) **PBS Quad Dog** means the driver of a PBS vehicle with quad dog trailer exceeding 53.4 tonnes GCM
- (o) **standard rate** means the minimum weekly wage for a transport worker under the appropriate classification in clause 14 – Classifications and Minimum Wage Rates
- (p) **Toolbox talks** mean company organised periodic site meetings with employees
- (q) **TWU** means the Transport Workers' Union of Australia (Vic/Tas Branch)

3.2 Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

4. **Aims**

4.1 Safety, continuous improvement, teamwork, customer service, quality and productivity are the driving principles of this 'Enterprise Agreement'.

4.2 The parties acknowledge and accept that Hanson needs to maintain a high level of customer service and that the Company's Customer Service Centre relies on the professionalism of our drivers to get to and from deliveries in the most efficient and safest way possible. To this end Hanson will use a GPS tracking system to monitor the truck location and status.

4.3 Hanson will look at opportunities to support permanent employees by promoting their engagement when suitable to the operation of the business.

5. **Access to the agreement and the National Employment Standards**

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

6. **The National Employment Standards and this agreement**

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

7. **Individual Flexibility Agreement**

The following clause is replicated from the FWC Schedule 2.2 Model Flexibility Term

7.1 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.

7.2 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.

7.3 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.

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

7.5 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.

Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 The following clause is replicated from the FWC Schedule 2.3 Model Consultation Term (regulation 2.09)

(1) This term applies if the employer:

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

9. Dispute Resolution

- 9.1 The following clause is replicated from the FWC Schedule 6.1 Model term for dealing with disputes for enterprise agreements (regulation 6.01)

Model term

- (1) If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
 - (c) Any matter pertaining to the employment 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.

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.

Note: Any decision of the arbiter must be consistent with the Code for the Tendering and Performance of Building Work 2016.

- (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.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 An employee may be engaged on a full-time, part-time or casual basis.

10.2 At the time of engagement, Hanson will inform each employee of the terms of their engagement and in particular whether or not they are to be full-time, part-time or casual. Such decision will then be recorded in a time and wages record.

10.3 Full-time employment

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

10.4 Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- (b) Before commencing part-time employment, the employee and Hanson must agree upon:
 - (i) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
 - (ii) the classification applying to the work to be performed.
- (c) Except as otherwise provided in this agreement, a part-time employee is entitled to be paid for the hours agreed upon in accordance with clause 10.4(b)(i).
- (d) The terms of the agreement may be varied by consent.
- (e) The terms of the agreement or any variation to it must be in writing and retained by Hanson. A copy of the agreement and any variation to it must be provided to the employee by Hanson.
- (f) A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by clause 14 - Classifications and Minimum Wage Rates for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.

- (g) The terms of this agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) All time worked in excess of the agreed hours referred to in clause 10.4(b)(i) will be paid at the appropriate overtime rate.

10.5 Casual employment

- (a) A casual employee has the meaning given by section 15A of the Act.
- (b) Hanson must, wherever practicable, notify a casual employee if their services are not required the next working day.
- (c) A casual employee while working ordinary hours, must be paid on an hourly basis 1/38th of the minimum weekly rate for their classification in clause 14 - Classifications and Minimum Wage Rates, plus a loading of 25%. The casual loading is instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (d) A minimum payment of four hours is to be paid.
- (e) In addition to normal overtime rates, a casual employee while working overtime or outside of ordinary hours, will be paid on an hourly basis 1/38th of the minimum weekly wage rate for their classification in clause 14, plus a loading of 10%.

10.6 Conversion of casual employment

- (a) A casual employee, other than an **irregular casual employee** who has been engaged by Hanson for a sequence of periods of employment under this agreement during a period of 6 months will thereafter have the right to request to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process in accordance with the Act.
- (b) A casual employee who has the right to request casual conversion under clause 10.6(a), may give four weeks' notice in writing to Hanson that they seek to convert their contract of employment to full-time or part-time employment, and within 21 days of receiving such notice Hanson must either consent to or refuse the request but must not unreasonably so refuse.
- (c) A casual employee who is converted to a full-time employee or a part-time employee in accordance with clause 10.6(b) may only revert to casual employment by written agreement with Hanson.
- (d) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment, Hanson and the employee, subject to clause 10.6(b), must discuss and agree upon:

- (i) which form of employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 10.4(b).
- (e) An employee who has worked on a full-time basis throughout the period of casual employment has the right to request a conversion of their employment contract to full-time employment and an employee who has worked on a part-time basis throughout the period of casual employment has the right to request a conversion of their contract of employment to part-time employment, working the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between Hanson and employee. Upon such agreement being reached, the employee will convert to full-time or part-time employment. Where, in accordance with clause 10.6(b) Hanson refuses a request to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- (f) An **irregular casual employee** is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

10.7 New employees

The parties agree that any employee who is engaged by the Company during the term of this Agreement and would have been eligible to be a party to this Agreement at the time of registration had they been employed at that time will become a party to this Agreement. A new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement.

11. Probationary Employees

11.1 Each new employee will be employed under the following terms and conditions:

- (a) From commencement, the new employee will be paid at the rate stipulated by this agreement for their classification, under their nominated wage structure arrangement in clause 14.2, for the six-month probationary period. Holiday, sick leave and all other entitlements etc., associated with the nominated wage structure arrangement in clause 14.2, will accrue from the initial start date.
- (b) During this time, management with his/her driver trainer will review the employee's performance on an ongoing basis and have discussions regarding progress.

- (c) In the event that during the six-month probationary period the new employee does not meet the requirements of the position, the employee may be terminated in accordance with the provisions of this agreement.
- (d) If the employee is not terminated pursuant to this clause within the 6-month probationary period, at the expiry of that period the employee will be deemed to have completed the probationary period and be automatically classified as a weekly employee.
- (e) An appropriate supervised training period is to apply.

12. Termination of employment

12.1 Notice of termination is provided for in the NES.

12.2 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of Hanson except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice Hanson may withhold from any monies due to the employee on termination under this agreement or the NES, an amount not exceeding the amount the employee would have been paid under this agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee. Hanson will not withhold monies due from accrued NES entitlements.

12.3 Job search entitlement

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

12.4 Abandonment of employment

- (a) The absence of an employee from work for a continuous period exceeding five working days without the consent of Hanson and without notification to Hanson will be prima facie evidence that the employee has abandoned his/her employment.
- (b) Hanson will notify an employee of impending termination of employment verbally (whenever possible) or via certified mail to the employees last notified address. Hanson will make all reasonable effort to locate the employee. In the event that notification is by mail a copy of the letter will also be forwarded to the employee's union, if any.
- (c) Employment will be deemed abandoned if an employee fails to satisfy Hanson of reasonable cause for the absence within fourteen days from the last attendance at work

or the date of the last absence in respect of which notification has been given or consent has been granted.

- (d) Notice of termination of employment by abandonment will be in accordance with the NES.
- (e) This will not affect the right of Hanson to dismiss any employee without notice for neglect of duty or misconduct and in such cases the wages will be paid up to the time of dismissal only.
- (f) Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, Hanson will:
 - (i) inform the employee that the termination of their employment is being considered;
 - (ii) advise the employee of the reasons for termination; and
 - (iii) provide the employee with an opportunity to show cause why their employment should not be terminated
 - (iv) An employee will be given reasonable time to respond and will be provided with details of any relevant material. An employee who wishes to be represented may, at the request of the employee, be represented by a person of their choosing.

13. Redundancy

13.1 Subject to clause 13.2, redundancy is provided for in the NES.

13.2 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 12 – Termination of Employment, an employee, other than a casual employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
Less than 2 years	4 week's pay
2 years but less than 3 years	6 weeks' pay
3 years but less than 4 years	7 weeks' pay
4 years but less than 5 years	8 weeks' pay
5 years but less than 6 years	10 weeks' pay
6 years but less than 7 years	11weeks' pay
7 years but less than 8 years	13 weeks' pay
8 years but less than 9 years	14 weeks' pay
9 years but less than 10 years	16 weeks' pay

10 years but less than 11 years	17 weeks' pay
11 years but less than 12 years	18 weeks' pay
12 years but less than 13 years	19 weeks' pay
13 years but less than 14 years	20 weeks' pay
14 years but less than 15 years	21 weeks' pay
15 years but less than 16 years	22 weeks' pay
16 years but less than 17 years	23 weeks' pay
17 years but less than 18 years	24 weeks' pay
18 years but less than 19 years	25 weeks' pay
19 years but less than 20 years	26 weeks' pay
20 years but less than 21 years	27 weeks' pay
21 years but less than 22 years	28 weeks' pay
22 years but less than 23 years	29 weeks' pay
23 years and over	30 weeks' pay

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

Period of Continuous Service	Additional Severance Payment
Less than 5 years	Nil
5 years but less than 10 years	4 week's pay
10 years but less than 15 years	8 week's pay
15 years and over	12 week's pay

13.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Hanson may, at Hanson's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

13.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and

payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

13.5 Job search entitlement

- (a)** An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b)** If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Hanson, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c)** This entitlement applies instead of clause 12.3.

Part 4—Minimum Wages and Related Matters

14. Classifications and Minimum Wage Rates

14.1 Wage increases

- (a)** The wage increases are as follows and shall apply to the classifications in Appendix "C" and Appendix "D":
 - (i)** From the first full pay period on or after 1 January 2024, wage rates shall increase by 5%.
 - (ii)** From the first full pay period on or after 1 January 2025, wage rates shall increase by either the greater of 4% or CPI capped at 4.5%.
 - (iii)** From the first full pay period on or after 1 January 2026, wage rates shall increase by either the greater of 1.625% or half of CPI capped at half of 4.5% (ie 2.25% CPI).

14.2 Wage structure arrangement

This agreement shall provide employees with two wage structures with conditions as follows:

- (a) Performance Bonus stream**

An employee under this stream shall be entitled to the performance bonus targets and incentives in clauses 15.1 and 15.2 and also the retention payment up until 31 December 2025 in clause 15.3 in receipt of the rates applicable in Appendix "C".

Relevant conditions:

- (i)** Existing Employees at the commencement of the Agreement

1) All existing employees at the commencement of this agreement shall continue to be engaged under this stream and back paid to 1 January 2024. However, an existing employee may elect to opt out of this stream and into the Incorporated Rate stream at any time on or after 1 December 2024 by providing 2 weeks written notice to Hanson.

(ii) Employees commencing on or after the Agreement comes into operation

1) An employee commencing employment with Hanson on or after the agreement comes into operation, must elect within their employment contract to be paid rates under this stream prior to their commencement.

2) An employee after commencing under this stream may opt into the Incorporated Rate stream by providing Hanson with two weeks written notice.

(iii) All employees

1) Once an employee transitions into the Incorporated Rate stream, the selection is final, and the employee will not be permitted to return to the Performance Bonus stream. Performance bonus components achieved up to the last full completed quarter immediately prior to the transition will be paid to the employee in a prorated payment.

(b) Incorporated Rate stream

(i) Available to new employees to select as an option, once the Agreement comes into operation and available to existing employees on and from 1 December 2024.

(ii) An employee who was previously paid under the Performance Bonus stream and who transitioned to the Incorporated Rate stream will be ineligible to return to the Performance Bonus stream.

(iii) An employee under this stream will be entitled to the retention payment in clause 15.3 up until the 31 December 2025 and the following rates applicable in Appendix "D".

Relevant conditions:

(iv) Existing Employees at the commencement of the Agreement

1) Existing employees may opt into this stream by providing 2 weeks written notice to Hanson.

(v) Employees commencing on or after the Agreement comes into operation

- 1) An employee commencing employment with Hanson on or after the agreement comes into operation, must elect within their employment contract to be paid rates under this stream prior to their commencement.
- 2) An employee after commencing employment under this stream will not be permitted to opt into the Performance Bonus stream.

15. Bonus Targets & Incentives

15.1 A key performance indicator of the efficiency of a transport fleet is annual truck utilisation. Drivers have a large influence on the truck utilisation through a variety of operating practices.

15.2 Eligibility for bonus payments

- (a) Employees must be employed for 6 months before being eligible to participate in the bonus scheme. They will then be paid a pro rata amount based on months of service from the commencement of their service, unless stated otherwise.
- (b) Employees who retire or leave Hanson prior to 30 November in any year will be paid a pro rata amount calculated by reference to the number of full quarters they have worked since 30 November in the year immediately prior to their leaving or retiring. For the purpose of this Clause “pro rata” means the payment of one fourth of the bonus concerned for each completed quarter less any other deductions from the bonus authorised by this Clause.
- (c) Bonuses will be payable in respect of a calendar year ending 30 November (however, as this agreement nominally expires on 30 June 2026 the eligible bonuses for that partial year shall only contain the quarters from 1 December 2025 until 31 May 2026) and be calculated and notified as at the end of each quarter ending 28 February, 31 May, 31 August and 30 November and paid annually in December of each year at the rate set out in Appendix “C”.
- (d) Bonus payment amounts shall increase in accordance with the percentage wage increases in clause 14.1.
- (e) For the purposes of calculating an employees’ Pre-Injury Average Weekly Earnings (PIAWE) in relation to a workers compensation claim, and is paid in accordance with the Performance Bonus Stream in clause 14.2(a), effective as of 1 December 2024, the amount paid to an employee in the form of a performance bonus under this clause, shall be included in the calculation of the employees’ PIAWE.

(f) The agreed items applicable until year ending 30 November 2024 are:

(i) At Fault Accidents

No 'At Fault' Vehicle Accidents (Individual target)

Bonus: The full bonus is payable for zero at fault accidents.

'At fault accidents' shall be taken to mean:

- 1) Where Hanson are shown to be at fault and required to make a payment to a third Party.
- 2) Where damage is sustained and monies are spent to carry out repairs.

(ii) Attendance Incentive

Employee attendance is considered important to the productivity of the business. Unforeseen absences due to sickness result in the truck being unavailable for work on that day.

As a consequence, Hanson wishes to promote this objective by the introduction of an attendance incentive.

The scheme will be based upon the payment of the maximum bonus payable in the relevant year.

Payment under the scheme would be on a "pro rata" basis - contingent upon attendance, i.e.,

Nil days off p.a.		Maximum
1 day off	Pro rata	7/8
2 days off	Pro rata	6/8
7 days off	Pro rata	1/8

The following conditions relate to this bonus:

- 1) Sick leave remains cumulative but is not payable upon employee departure.
- 2) To remain entitled to the bonus, payment for any sick leave day will only be forthcoming - subject to notification prior to 9.00 PM (or in the case of any two absences in a calendar year, at least one hour before the start of work) on the previous day and provision of a Doctor's Certificate. e.g.:
 - a) A driver is feeling sick in the afternoon and notifies the supervisor and doesn't turn up and produces a Doctor's Certificate - entitled to bonus.
 - b) A driver fails to turn up but produces a Doctor's Certificate - sick day.

- c) A driver is feeling sick in the afternoon and notifies the supervisor and doesn't turn up and doesn't produce a Doctor's Certificate - sick day.
- d) A driver fails to turn up and does not produce a Doctor's Certificate - sick day.
- e) A driver fails to turn up, but on that day notifies the supervisor he has a Doctor's Certificate for "x" days - 1 sick day.
- 3) Incentive payable annually but based on year-to-date sick day numbers.
- 4) Subject to taxation at PAYE level.
- 5) This Clause is valid throughout the life of the initial Enterprise Bargaining agreement and will then be reviewed at each EBA renewal.
- 6) Each year's accrual/bonus payment to stand alone.

(iii) Clean Truck Incentive

- 1) Eligibility to receive this bonus will be evaluated and notified quarterly
- 2) All trucks will be reviewed by a Hanson supervisor and a "standard" defined for each Plant.
- 3) Each truck (where necessary) will be cleaned/painted to required standard and photographed if thought appropriate or desired.
- 4) Each truck will be reviewed quarterly against the relevant standard by a Hanson supervisor. Allowances will be made when a relief driver may be in the vehicle. Any truck not maintained at the relevant standard of cleanliness will result in the driver not receiving the bonus applicable to the quarter concerned.
- 5) Any disagreement about the eligibility of a driver to receive this bonus will be dealt with as a dispute under Clause 9 of this Agreement.

(g) Effective as of 1 December 2024 and for the remainder of this agreement, the following performance bonus criteria will replace the performance bonus criteria in clause 15.2 (f) as follows:

- (i) At Fault Accidents bonus** component is paid for the applicable quarter where there have been no 'at fault' accidents. 'At fault accidents' shall be taken to mean:
 - 1) Where Hanson are shown to be at fault and required to make a payment to a third Party.
 - 2) Where damage is sustained and monies are spent to carry out repairs.
 - 3) Where this requirement is not met, applicable bonus component for that applicable quarter will not be paid;

(ii) Applicable to Tipper &/or Tanker Drivers only:

Axle Weight Sheet bonus component is paid for the applicable month when the Axle Weight Sheet is submitted in that month. Where this requirement is not met, the applicable bonus component for that applicable month will not be paid;

(iii) Applicable to Agitator Drivers only:

Tare Weight Sheet bonus component is paid for the applicable month when the Tare Weight Sheet is submitted in that month and the tare weight does not exceed set safety allowance communicated (i.e. 500 kgs), from the previously submitted Tare Weight Sheet. This excludes notified issues to manager at time of event/s. Where this requirement is not met, applicable bonus component for that applicable month will not be paid;

(iv) Fatigue, CoR Breach/Log Off bonus component is paid for the applicable quarter where there have been 3 or less administrative breaches, excluding notified issues to manager at time of event/s. This requirement will be considered not met if any CoR Breach is verified, and/or where more than 3 administrative breaches have occurred (excluding notified issues), in which case, the applicable bonus for that applicable quarter will not be paid.

15.3 Retention Bonus

- a) As an incentive for drivers to maintain their employment with Hanson, Hanson will pay a Retention Bonus to eligible drivers on the terms set out in this sub clause 15.3.
- b) The retention bonus shall be fixed and shall not increase for the life of the agreement.
- c) A driver who was employed by Hanson as a driver on a date set out in a row of column 1 of the Table below who remains employed as a driver by Hanson without any break in his or her employment on the date set out in column 2 of that row shall be eligible to be paid the amount set out in Column 3 of that row as a Retention Bonus.

Column 1	Column 2	Column 3
1-Jan-24	31-Dec-24	\$ 1,000.00
1-Jan-25	31-Dec-25	\$ 1,000.00

- d) A Retention Bonus shall be paid no later than the last pay day in January of the year following the year in which eligibility for it was accrued.

16. Allowances

16.1 Allowances for responsibilities or skills that are not taken into account in rates of pay:

(a) Leading hand allowance

Leading hands in charge of:	% of the standard rate per week
Not less than 3 and not more than 10 employees	4.72
More than 10 and not more than 20 employees	7.03
More than 20 employees	8.93

These allowances do not apply to leading loader.

(b) First aid allowance

An employee holding a current first aid qualification from St John Ambulance or similar body and appointed by Hanson to perform first aid duty must be paid 1.6% of the standard rate in addition to wages for any week so appointed. Hanson will reimburse the cost of fees for any courses necessary for any employee covered by this clause to obtain and maintain the appropriate first aid qualification.

(c) Travelling allowance

- (i) An employee engaged in ordinary travelling on duty, or on work on which the employee is unable to return home at night must be paid personal expenses reasonably incurred in travelling, of at least \$45.00 per day.
- (ii) An employee prevented from returning with the employee's turn-out to the depot, yard or garage from which the employee started must be paid any travelling expenses required to be incurred and as if for time worked for the time the employee reasonably takes to get home beyond the time it would ordinarily have taken to get home from the depot, yard or garage.
- (iii) A driver directed to start work at a site different to the driver's usual site will be paid as if for time worked for the time the employee reasonably takes to travel between home and the different site that is beyond the time ordinarily taken to get to and from the drivers' usual site.
- (iv) If the driver uses his or her own vehicle for transport, an allowance of \$1.12 for each kilometre beyond the distance ordinarily travelled to and from the drivers' usual site.
- (v) The allowance rates in this clause are effective from 1 January 2024 and shall increase in accordance with the percentage wage increases in clause 14.1.

(d) Mobile Phone

From the date of confirmation of acceptance of this agreement by employees, payable from the 1st of the next month, any employee who chooses will be paid a Mobile Phone Allowance of \$30.00 per month on the basis they use their personal mobile phone for business purposes. The allowance rate shall be fixed and will not increase during the life of this Agreement. Business purposes will include (but not limited to) the employee using their personal mobile phone for: inbound and outbound calls to Hanson employees, customers or suppliers, use of apps, digital platforms/websites for Hanson related activities and on-line training.

(e) Front End Loader

Employees holding a license or recognised Verification of Competence (VOC) and is directed by Hanson to operate a Front End Loader (FEL) to load tippers or to batch concrete via the weigh hopper, will be paid an allowance of \$40.74 per week for any week or part thereof they have used the Front End Loader.

The allowance rate in this clause is effective from 1 January 2024 and shall increase in accordance with the percentage wage increases in clause 14.1.

16.2 Expenses incurred in the course of employment

(a) Work diary

Where an employee is required to possess a work diary, the cost of such diary must be reimbursed by Hanson.

(b) Gear to be provided

Hanson shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

(c) Clothing allowances

Upon successfully completing training, each driver will be issued with:

- 3 Trousers
- 5 shirts (high visibility)
- 2 Windcheaters (high visibility)
- 1 Waterproof Jacket (high visibility)
- 2 pair of Safety Boots (Steel capped)
- 1 broad brim hat
- 1 cap or beanie

(d) Reissue of clothing

Hanson will reissue the following uniform once per year (September)

- 2 Trousers
- 2 Shirts
- 1 Windcheater or 1 jacket

(e) All employees (including probationary) will be issued with:

- Earmuffs or plugs
- Safety Boots
- Hard Hat
- Safety vest
- Gloves

Boots will be reissued based on presentation of the worn pair at any time.

Clothing and footwear damaged or worn out during the course of work will be replaced subject to acceptance of a reasonable explanation.

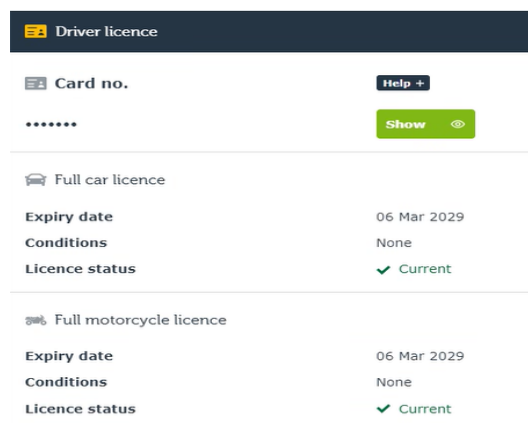
Articles of clothing and footwear shall remain the property of Hanson, and the employee shall be liable for the cost of replacement of any article of protective clothing which is lost, destroyed or damaged through the negligence of the employee.

Other equipment will be supplied at the Transport Supervisors discretion.

(f) Drivers licenses

A VicRoads heavy vehicle licence is a mandatory condition of employment. Drivers will be required to produce proof of a current and unsuspended or cancelled licence on request from Hanson via a VicRoads Licence enquiry (see example below) or digital verification from VicRoads app. This request may be made at any time at Hanson’s discretion, with Hanson performing rolling audits and spot checks of driver’s licences.

Example of VicRoads Licence enquiry:



(g) Medical checks

Hanson requiring employees to undertake medical checks during a term of employment or requiring persons seeking employment to undertake a medical check as part of an interview process, must reimburse all medical costs not recoverable from a health fund by the employees or persons seeking employment.

(h) Meal allowance

Where clause 23.2 applies an employee must be paid a meal allowance of \$17.12. The allowance rate in this clause is effective from 1 January 2024 and shall increase in accordance with the percentage wage increases in clause 14.1.

(i) On the job training allowance

Employees providing 'on the job training' to new employees will be paid a trainer's allowance of \$29.64 per day. The allowance rate in this clause is effective from 1 January 2024 and shall increase in accordance with the percentage wage increases in clause 14.1.

16.3 Adjustment of allowances

At the time of any adjustment to the rates payable under clause 14.1, the following allowance payable under this agreement will be increased by the adjustment factor:

- (a)** Meal allowance
- (b)** On the Job training allowance
- (c)** Travelling allowances
- (d)** Own vehicle Transport Allowance
- (e)** Front End Loader Allowance

16.4 Meal Allowance

- (a)** Drivers will be paid the meal allowance stipulated in Appendix "C" or Appendix "D" whichever is applicable to the employee. This allowance will be paid each day a driver works (including Saturdays) takes an RDO or is on paid leave.
- (b)** The allowance is paid to compensate drivers employed as day workers for:
 - (i)** flexibility of location and timing of fatigue/meal breaks;
 - (ii)** taking 2 x 20 minute fatigue/meal breaks (of which 30 minutes will be unpaid) during normal time instead of one 30-minute unpaid meal break; and
 - (iii)** taking a 30-minute paid fatigue break (of which 10 minutes will be unpaid) if a further fatigue break is required by law because drivers work overtime after the completion of the normal time of their shift.

- (c) The allowance is paid to compensate drivers employed as shift workers for:
 - (i) flexibility of location and timing of fatigue/meal breaks;
 - (ii) taking 2 x 20 minute fatigue/meal breaks during normal time of their shift; and
 - (iii) taking a 30-minute paid fatigue break (of which 10 minutes will be unpaid) if a further fatigue break is required by law because drivers work overtime after the completion of the normal time of their shift.
- (d) Additional meal allowances shall be paid for work performed:
 - (i) after 10-hour work has been performed on weekdays.
 - (ii) after 6 hours work has been performed on any Saturday.

16.5 Dangerous goods licenses

Where an employee is required to possess a license to operate a vehicle carrying dangerous goods (as defined in the Australian code for the transport of dangerous goods by road or rail), training and medical costs shall be reimbursed by Hanson.

A driver engaged in the transport of bulk dangerous goods or carting explosives in conformity with the Australian explosives code by public roads must receive an allowance of 2.37% of the standard rate per day. Bulk dangerous goods are those goods defined as such in the Australian Dangerous Goods Code as amended from time to time.

16.6 Multiskilled Allowance

- (a) As at the commencement of this agreement, drivers who elect to become multiskilled and are trained and ready to operate more than one heavy vehicle skill set as defined by Hanson shall be entitled to an allowance under this clause.
- (b) For the purpose of this clause, 'multiskilled' means a driver who is appropriately trained, licensed and deemed competent to drive and operate more than one heavy vehicle skill set as defined by Hanson.
- (c) These allowances shall increase in line with wage rate increases in clause 14.1 on and from 1 January 2025.
- (d) The multiskilled allowance is intended to compensate a driver for their flexibility to drive and operate more than one heavy vehicle skill set as defined by Hanson.
- (e) A driver shall be limited to two multiskilled allowances that will be payable for their applicable level.
- (f) Drivers who refuse a reasonable request from Hanson to operate a vehicle that they are in receipt of an allowance/s under this clause shall have the allowance pertaining to the heavy vehicle type revoked with immediate effect.

- (g) The multiskilled allowance matrix in Appendix “E” shall be referred to when determining a drivers applicable allowance based on the truck type indicated by a tick and the applicable allowance in the multiskilled allowance rates table in Appendix “E” shall be payable for each hour worked.

17. Workers compensation and accident pay

17.1 Entitlement to Accident Make – Up Pay

Hanson, as a self-insurer in the state of Victoria, shall meet its responsibilities arising under the *Accident Compensation Act 1985 (Vic)* as amended (the “Act”) and in addition shall provide accident pay in accordance with the following:

- (a) Accident Make-Up Pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee under the Act and the employee's appropriate rate as provided in this agreement.
- (b) Accident Make-Up pay shall be paid where the employee receives an injury for which weekly payments of compensation are payable pursuant to the provisions of the Act.
- (c) Accident pay does not apply during the first five ordinary working days lost because of incapacity. During this period the provisions of the Act will apply.

17.2 Period of Accident Pay

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

18. Higher duties

Where an employee is required to perform two or more grades of work on any one day the employee is to be paid the minimum wage for the highest grade for the whole day.

19. Payment of wages

19.1 All earnings, including overtime, must be paid in Hanson’s time on a day to be fixed by Hanson, but not later than Thursday of each week. Once fixed, the day must not be altered more than once in three months.

19.2 Hanson will ensure that all earnings, including overtime, are paid within four business days of the expiration of the week in which they accrue. Any issues arising from the late payment of

any accrued earnings may be dealt with under the disputes procedures contained in clause 9 of this agreement.

19.3 Notwithstanding anything contained in this clause, Hanson must pay to an employee who leaves or is dismissed all moneys due to the employee forthwith.

19.4 Hanson at its discretion may pay an employee by EFT to a bank account nominated by the employee in question.

20. Superannuation

20.1 Superannuation legislation

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

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

20.2 Employer contributions

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

20.3 Salary Sacrifice and Voluntary employee contributions

(a) Subject to the governing rules of the relevant superannuation fund and the relevant legislative requirements of the ATO, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20.2.

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

- (c) The employer must pay the amount authorised under clauses 20.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 20.3(a) or (b) was made.

20.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or (b) to the Australian Retirement Trust.

20.5 Absence from work

Subject to the governing rules of the relevant superannuation fund, Hanson must also make the superannuation contributions provided for in clause 20.2 and pay the amount authorised under clauses 20.3(a) or 20.3(b):

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

Part 5—Hours of Work and Related Matters

21. Ordinary hours of work

21.1 The ordinary hours of work are an average of 38 per week to be worked on a work cycle of 152 hours within 28 consecutive days.

21.2 The ordinary hours of work may be worked on any day Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between Hanson and the majority of employees concerned. Agreement may also be reached between Hanson and an individual employee.

21.3 The ordinary hours of work must not exceed eight hours per day and must be worked continuously (except for mandatory breaks) between the hours of:

- (a) 6.00 am and 5.30 pm for concrete truck drivers;

- (b) 5.30 am and 5.30 pm for tipper drivers; and
- (c) 5.30 am and 5.00 pm for tanker drivers.

The spread of ordinary hours may be altered in any depot, yard or garage by one hour at each end by agreement between Hanson and the majority of employees concerned between. Agreement may also be reached between Hanson and an individual employee.

- 21.4 Hanson is to fix a regular starting time for each concrete truck driver. Where Hanson varies or changes the regular starting time of a concrete truck driver, Hanson must give one week's notice of the variation or change to the driver concerned.
- 21.5 Ordinary hours of work shall be worked providing for a rostered day off by employees taking a rostered day off in accordance with the roster implementing the work cycle in the depot, yard or garage. An employee's normal rostered day off may be changed by agreement between Hanson and employee. In the absence of agreement, 48 hours' notice of such alteration must be given to the employee or rostered days off may be accumulated to a maximum of 10 days.
- 21.6 Accrued rostered days off shall be either taken or if in excess of 5 days may be paid out at the employee's request. An employee can choose either of the options (paid out or taken), or a combination of both. By mutual agreement RDO's may be brought forward.
- 21.7 Where work has stopped short of a normal 8 hour day (e.g. rain), a driver will have the option to sign off early by agreement with supervisors. This time off will be deducted from the employees accrued bank of rostered days off.
- 21.8 Each driver shall be assigned a home plant or depot.

22. Shiftwork

22.1 Definitions

For the purposes of this clause:

- (a) **afternoon shift** means a shift finishing after 6.30 pm but not later than 12.30 am;
- (b) **night shift** means a shift which finishes after 12.30 am and at or before 8.30 am;
- (c) **shiftwork** means work extending for at least two weeks and performed as part of an afternoon or night shift in daily recurrent periods, wholly or partly between the hours of 6.30 pm and 8.30 am; and
- (d) **rostered shift** means a shift of which the employee on shift work concerned has had at least 48 hours' notice.

22.2 Shiftwork hours and shift rosters

The hours of work of employees on shiftwork must be an average of 38 per week to be worked on a work cycle of 152 hours within 28 consecutive days in accordance with a shift roster which

must specify the commencing and finishing times of ordinary hours of respective shifts and not be altered unless 48 hours' notice is given.

22.3 Shift allowances

For ordinary hours shiftworkers must be paid as follows:

Shift	% of the ordinary time rate
Afternoon shift	117.5
Night shift	130

22.4 Shiftwork—casual employees

Casual employees engaged on shiftwork must be paid the casual loading of 25% in addition to the shift loading specified at clause 22.3 above.

22.5 Shiftwork—overtime

For all time worked outside or in excess of the ordinary shift hours or on a shift other than a rostered shift, shift workers will be paid at time and a half for the first two hours and double time thereafter.

22.6 Transfer to existing shift rosters

Forty-eight hours' notice of any change of shift must be given to an employee, in default of which overtime rates must be paid for work done outside the ordinary shift hours within 48 hours of being notified of the change.

22.7 Transfer of day worker to or from shiftwork

Unless otherwise agreed between Hanson and an employee, day workers must be given at least 7 hours off duty immediately before commencing, or after ceasing shiftwork, and may be transferred to or from shiftwork on 48 hours' notice. In default of such notice an employee must be paid overtime rates for all work done outside previous ordinary working hours within 48 hours of being notified of the change.

22.8 Work on Saturday, Sunday or public holidays

(a) Shiftworkers, for work on a rostered shift, the major portion of which is performed on a Saturday, Sunday or public holiday will be paid as follows:

- Saturday—at the rate of time and a half;
- Sunday—at the rate of double time; and
- Public holidays—at the rate of double time and a half.

(b) The penalty rates prescribed by this clause for work on a Saturday, Sunday or public holiday will be payable instead of the shift allowance prescribed in clause 22.3.

22.9 Meal breaks

All shift workers while working on day, afternoon or night shift will be entitled to a paid meal break of 20 minutes. An employee must not be required to work more than five hours without a meal break.

22.10 Rate when shift extends beyond midnight

Notwithstanding anything contained in this clause, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked.

22.11 Holiday shifts

Where the major portion of a shift falls on the public holiday the whole of the shift will be regarded as a public holiday shift.

22.12 Rate for non-continuous afternoon or night shift

Shiftworkers who work on any afternoon or night shift which does not continue for at least five consecutive afternoons or nights must be paid at the rate of time and a half for the first two hours and double time thereafter for each shift.

23. Overtime Breaks

23.1 Overtime rest break

An employee required to work overtime for three hours or more after working ordinary hours must be allowed a paid break of 20 minutes before commencing overtime work and thereafter upon completing each four hour period until the overtime work is finished.

23.2 Overtime Meal allowance

An employee required to work overtime for two continuous hours or more must either be supplied with a meal by Hanson or paid the amount specified for a meal allowance in clause 16.2(h) for each meal required to be taken.

23.3 Notwithstanding anything contained in this clause an employee will not be required or permitted to work longer than five and a-half hours without a break for a meal.

24. Overtime

24.1 For all work done outside ordinary hours the rate of pay will be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

24.2 In computing overtime each day's work will stand alone.

24.3 Call-back

- (a)** An employee recalled to work overtime after leaving the workplace (whether notified before or after leaving the workplace) must be paid for a minimum of four hours' work.
- (b)** This clause does not apply in cases where it is customary for an employee to return to the workplace to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c)** Overtime worked in circumstances specified in this clause will not be regarded as overtime for the purposes of clause 24.1 above where the actual time worked is less than four hours on such recall or on each of such recalls.

24.4 Standing-by

An employee required to be available for work after ordinary hours must, until released, be paid standing-by time at ordinary rates from the time from which the employee is told to be available.

24.5 Time off instead of payment for overtime

- (a)** Despite clause 24.1 an employee may choose, with the consent of Hanson, to take time off instead of payment for overtime at a time or times agreed with Hanson. This agreement must be in writing. The employee must take the time off within four weeks of working overtime.
- (b)** If an employee takes time off instead of payment for overtime, then the amount of time is taken to be equivalent to the pay the employee would otherwise have received for working overtime.
- (c)** If requested by an employee Hanson must within one week of receiving a request pay the employee for any overtime worked. The employee must be paid at overtime rates.
- (d)** If time off for overtime that has been worked is not taken within the period of four weeks mentioned in clause 24.5 (a), Hanson must pay the employee for the overtime, in

the next pay period following those four weeks, at the overtime rate applicable to the overtime when worked.

- (e) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 24.5 (a) applies has not been taken, Hanson must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

24.6 Transport of employees

When an employee, after having worked overtime, finishes work at a time when reasonable means of transport are not available, Hanson must reimburse the employee for the cost of obtaining transport home, or alternatively provide the employee with transport to the employee's home, or pay the employee the current wage for the time reasonably occupied in getting home.

24.7 Rest period after overtime

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this clause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (c) If, on the instruction of the employer, an employee resumes or continues work without having had 10 consecutive hours off duty the employee must be paid at double time rates until released from duty for that period, and the employee will then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

25. Penalty rates

25.1 Weekend work

- (a) For any ordinary time hours worked between midnight on Friday and midnight on Saturday an employee must be paid at the rate of time and a half.
- (b) For any ordinary time hours worked between midnight on Saturday and midnight Sunday an employee must be paid at the rate of double time.

- (c) An employee required to work on a Saturday or Sunday will be paid for a minimum of four hours work.
- (d) All time worked on Sunday will stand alone.
- (e) An employee, directed to work on a Saturday with a start time of midday or later whose shift is cancelled after 6:00 pm on the preceding Friday, will be paid two hours at time and a half and two hours at double time in lieu.
- (f) An employee, directed to work on a Sunday whose Sunday work is cancelled after 6.00 pm on the preceding Friday, will be paid two hours at time and a half and two hours at double time in lieu.

25.2 Work on public holidays

- (a) If Christmas Day falls on a Saturday or Sunday and by force of the NES another day is observed as a public holiday, a full-time or part-time employee who is regularly rostered to work ordinary hours on a Saturday or Sunday will be paid a loading of half a normal day's wage for a full day's work in addition to the Saturday/Sunday rate for all ordinary hours worked on 25 December with a minimum of four hours pay. Such employee will also be entitled to the benefit of the substituted public holiday.
- (b) For all time worked by a full-time or part-time employee on a public holiday, payment must be made at the following rates:
 - (i) Good Friday and Christmas Day—double time;
 - (ii) any other public holiday—time and a half; and
 - (iii) in each case the minimum payment will be four hours.
- (c) Payment for work on a public holiday is in addition to any amount payable in respect of the weekly wage.
- (d) Despite clause 25.2(b) an employee required to work on a public holiday other than Good Friday and Christmas Day during hours which, if the day were not a public holiday, would be outside the range of ordinary working time, will be paid for such hours at double time and a half instead of time and a half as otherwise provided in this clause. Provided further that an employee is entitled to be paid treble time for all overtime worked on Good Friday and Christmas Day.
- (e) For all time worked by a casual employee on public holidays, payment will be made at the following rates:
 - (i) on Good Friday and the Christmas Day holiday—treble time;
 - (ii) on any other holiday—double time and a half.

- (f) The minimum payment will be four hours. The payment prescribed in this subclause will be in addition to the casual loading in clause 10.5.

Part 6—Leave and Public Holidays

26. Annual leave

26.1 Annual leave is provided for in the NES. Annual leave does not apply to casual employees.

- (a) For the purposes of the additional week of annual leave provided for in the NES a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (b) If, during the year of employment, an employee has served for only a portion of it as a seven day shift worker, the additional leave will be accrued on a pro rata basis based on the hours worked as a seven day shift worker.

26.2 During a period of annual leave an employee will receive a loading calculated on the minimum wage rate in clause 14 of this agreement. Annual leave loading payment is payable on annual leave accrued.

The loading is as follows:

(a) Day work

Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.

(b) Shiftwork

Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

26.3 Leave allowed before due date

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

26.5 Excessive leave

If Hanson has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, Hanson can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

- (a)** at the time the direction is given, the employee has eight weeks or more annual leave accrued; and
- (b)** the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

26.6 Annual close-down

Hanson may close down an enterprise or part of the enterprise for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

- (a)** Hanson gives not less than one month's notice of its intention to do so;
- (b)** an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage;
- (c)** an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the close-down; and
- (d)** any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their Hanson.

27. Personal/carer's leave and compassionate leave

27.1 Personal/carer's leave and compassionate leave entitlements are provided for in the NES.

27.2 Before taking personal/carer's leave, an employee, where practicable, must give at least 1 hours' notice of taking personal/carer's leave before their next rostered starting time.

27.3 The employee, when giving notice of taking personal/carer's leave, is required to advise the Hanson the length of time that the employee expects to be absent from work.

27.4 An employee may be requested by Hanson to provide evidence in the form of a medical certificate or statutory declaration to validate the taking of personal/carers' leave. Hanson may also request evidence in the form of a medical certificate or statutory declaration for absences when:

- (a)** 2 or more consecutive days taken as personal carers' leave; or
- (b)** A single day immediately before or after a weekend, public holiday, rostered day off or approved period of other leave taken as personal carers' leave.

28. Community service leave

Community service leave is provided for in the NES.

29. Public holidays

29.1 Public holidays are provided for in the NES. These provisions are in addition to those provided for in the NES. The following days and such additional days as are declared are public holidays for the purpose of this clause:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day, Friday before AFL Grand Final; and Melbourne Cup Day.

29.2 Hanson and an individual employee covered by this Agreement may agree to substitute another day for any prescribed in the NES. An agreement between Hanson and an individual employee under this clause must be made in writing.

29.3 An agreement pursuant to clause 29.2 must be recorded in writing and be available to every affected employee.

Part 7—Union and Related Matters

30. Consultative Committee

30.1 A consultative committee is to be established from TWU Delegates, with the intent to provide better channels of communication and dispute resolution between employees and Hanson.

31. Union Delegates

31.1 The Company recognises the TWU as the union that represents transport workers employed by the Company and acknowledges that the TWU has the right to manage its affairs and to represent and organise transport workers in the workplace in accordance with the Act. Transport workers will have reasonable time and access to TWU officials at the workplace for these purposes.

31.2 An employee appointed as TWU delegate in a depot, yard or garage shall, upon notification thereof to the Company by the TWU be recognised as the accredited representative of the TWU. The TWU Delegate will be allowed by the Company to carry out their duties in accordance with the Act.

31.3 The company will allow the TWU or its nominated Delegate a maximum of 30 minutes at the end of company tool box meetings to cover union topics, including inductions, matters related to this agreement, and matters related to delegate duties, as defined under the Act.

31.4 The Company will provide 48 hours' notice of planned meeting time and will endeavour to provide as much notice as possible of cancellations.

31.5 The TWU delegates, upon application in writing, will be granted leave according to the Table below to attend courses conducted by an employee organisation or Registered Training Organisation that are designed to provide skills and competencies that will assist the TWU delegate to perform their functions effectively, as provided for in the FW Act.

Number of weekly employees covered by this Agreement and the nominating Union	Maximum number of employees eligible to attend per year	Maximum number of days permitted per year
5 - 15	1	5
16 - 35	2	10
36 - 50	3	15
51 - 100	4	20
101 and over	5	25

31.6 The application to the Company must be in writing, and include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training. The granting of leave pursuant to this clause will be subject to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave. The Company will not use this subclause to avoid an obligation under this clause.

31.7 Leave of absence granted pursuant to this clause will count as service for all purposes of this Agreement. Each employee on leave approved in accordance with this clause will be paid ordinary time earnings. For the purpose of this subclause, 'ordinary time earnings' for an employee means the classification rate, over-award payment, and superannuation that otherwise would have been payable.

31.8 All expenses, such as travel, accommodation and meals associated with or incurred by the employee attended a training course as provided in this clause shall be the responsibility of the employee.

31.9 An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave. An employee granted leave pursuant to this clause, will, upon request, inform the Company of the nature of the course attended.

31.10 The rights of entry to Hanson's premises by TWU representatives are governed by the Act.

32. Training

32.1 Preamble

- (a)** The enhancement and acquisition of work-related skills through appropriate training, both in-house and external, is an important component of any employee's career development and overall work performance.
- (b)** This clause establishes the basis and conditions upon which employees may undertake training required to provide for the enhancement and development of work-related skills necessary to facilitate career development and improve overall work performance.
- (c)** The parties to this Agreement recognise that training provides a long-term benefit to both the individual employee and Hanson. Through training, the individual employee has the ability to enhance skills development providing him/her with career development opportunities not only within Hanson but also outside in the wider community.

32.2 Specific Commitments

- (a)** Hanson shall develop a training/induction policy and programme consistent with:
 - (i)** the current and future skill needs of the enterprise;
 - (ii)** the size, structure and nature of the operations of the enterprise; and
 - (iii)** the need to develop vocational skills relevant to the enterprise and the transport industry through courses; conducted by appropriate educational institutions and training providers.
- (b)** Training may be undertaken either on or off the job.
 - (i)** Provided that if the training is undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. Hanson shall not unreasonably withhold such paid training leave.
 - (ii)** Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in Hanson's technical library) incurred in connection with the undertaking of training shall be reimbursed by Hanson upon production of evidence of such expenditure. Provided that reimbursement of standard fees may be made at the completion of the prescribed course or annually, whichever is the earlier, subject to reports of attendance at such courses.
 - (iii)** Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by Hanson.

32.3 Mental Health First Aid Training

Hanson recognises the importance of mental health in the workplace and will make available to employees covered by this agreement, the opportunity to be trained in Mental Health First Aid at the cost of Hanson. Employees attending Mental Health First Aid Training under this clause will not be without loss of ordinary pay when attending such training

33. Job Security

Hanson recognises job security is an important issue for employees and commits to providing opportunities to support permanent employees by;

- (a) Promoting full engagement of permanent employees when practicable to the operation of the business;
- (b) Offering additional hours to permanent employees before the engagement of external labour hire;
- (c) Ensuring that labour hire employees receive at least the rates of pay in this Agreement when performing work on behalf of the company.

34. Agreement may be varied

In accordance with the Act, this agreement may be amended and/or replaced by another agreement prior to the Agreement running its full term.

35. Not to be used as a precedent

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other yard or enterprise.

36. Flexible Work Practices

36.1 The parties agree that the following flexible work practices of which Hanson has the benefit shall continue.

36.2 These practices are:

- (a) All employee's
 - (i) Flexibility in the taking of RDO's.
 - (ii) Cleaning of vehicles.
 - (iii) Changing of wheels in workshop.

(iv) Collect money for COD.

(b) Tipper and Tanker Drivers:

There are in operation a number of flexible work practices.

The all-purpose weekly flexibility payments shall be paid for their continued use.

These practices are:

(i) Fully flexible start times of ordinary hours:

Tipper - Normal day shift: 05:30 -07:00 hours

Tankers - Normal day shift: 05:30 -07:00 hours

(ii) Routine non-expert maintenance which shall include but is not limited to checking fluids, air pressures and other matters of a similar nature.

(iii) Where there is no work available or no vehicle available the drivers are to undertake duties as assigned within their ability and competence.

(iv) Working conditions (e.g. Dust).

(v) Meal break timing and location.

(vi) Flexibility in the taking of RDO's.

(vii) Cleaning of vehicles.

(viii) Changing of wheels in workshop.

(ix) Collect money for COD.

37. **Fatigue Management**

Heavy Vehicle Driver Fatigue laws implemented in 2008 require that drivers take prescribed breaks according to the fatigue management scheme that they are operating under, e.g. Standard Hours or Basic Fatigue Management. In accordance with Clause 16.4(b) and 16.4(c), these fatigue breaks will also be considered to constitute meal breaks regardless of the time they are taken, i.e., fatigue breaks and meal breaks are one and the same.

Noting the special conditions that apply in the industry and the fact that employees get regular breaks in the plant and waiting on jobs that all these breaks will be recorded on the driver's daily log sheet or via digital app and counted as Fatigue/ Meal breaks.

Agitator trucks waiting on site greater than 15 mins will be considered a fatigue break provided the truck is not required to move during this time and the driver is not required to work as covered under the *NHVR Concrete agitator work and rest hours exemption notice 2023*.

Tipper or tanker trucks waiting on site greater than 15 mins will be considered a fatigue break provided the driver is not required to perform heavy vehicle work and is able to leave the driver's seat, for the purposes of a fatigue break.

Drivers taking fatigue breaks at a depot/plant are entitled to a 20 minute break.

The primary responsibility for managing legislated breaks will rest with the employee; however, breaks are not to be taken whilst in transit as this can directly impact customers expected delivery times.

38. Peripheral Tasks

Employees under this Agreement, agree to carry out the following peripheral duties to the main driving function. (These are the minimum standards for the safe operation of equipment).

38.1 Daily Check of Truck Allocated to Driver for That Day

The "Maintenance Management Standards" established under the "National Heavy Vehicle Accreditation Scheme" ("NHVAS"), currently require trucks to undergo a daily prestart check ("the Daily Prestart Check").

All drivers will undertake the Daily Prestart Check as specified on Hanson's Digital Driver's App primarily, or in case of a technical issue, in the driver's daily log sheet from time to time and record the results thereof in a manner acceptable within the NHVAS. Any faults found during the Daily Prestart Check or throughout a shift are to be recorded within a Truck Fault Report (TFR), primarily through the App or manually in case of an issue.

38.2 Agitator drivers should as part of the Daily Check include an external mixer inspection as well and ensure the mixer barrel is empty of water.

(a) Vehicle Cleaning

- Cabin exterior
- Cabin interior
- Mixer exterior (Agitator Only)
- Chassis and wheels and
- Ancillary Equipment

(b) Repairs & Maintenance

- Light globes and lenses
- Mud flaps
- Mirrors

Slump hoses
Grease truck and ancillary equipment
Grease Mixer (Agitator Only)

(c) General

Drivers will be provided with the appropriate tools and equipment to carry out the peripheral tasks.

If an employee considers a request not detailed in this Agreement to carry out some peripheral task to be unreasonable and he declines and the matter cannot be resolved by further discussion, then the Settlement of Disputes Procedure of this Agreement will be followed.

(d) Hanson workshop

When a truck is being serviced in the Hanson workshop the driver will be responsible to the Workshop Manager. The Workshop Manager may direct the driver to carry out/assist small tasks which could include:

- (i)** Changing of wheels;
- (ii)** Cleaning/polishing/painting of truck;
- (iii)** Checking of lights;
- (iv)** Any other reasonable duty as directed.

39. Customer Service

The parties acknowledge and accept that Hanson needs to maintain a high level of customer service and that the Companies Customer Service Centre relies on the accurate status of each truck, these trucks following directions/instructions to make allocation decisions that will maximise customer satisfaction.

Employees agree to make all reasonable attempts to promptly communicate to the CSC changes in job statuses, i.e., returning with left over concrete, or job complete via current truck communication system.

40. Chain of Responsibility

Hanson recognises and accepts the principle of Chain of Responsibility in the transport industry and will abide by any Chain of Responsibility legislation that may be enacted within the life of this agreement.

41. Relief Drivers

41.1 Where Hanson decides to remove or relocate a Concrete Truck and as a consequence there is a requirement to appoint a 'relief driver' at the home plant the truck is taken from, Hanson will first seek volunteers to take the 'relief driver' position and appoint a volunteer 'relief driver' after having consideration to the operational requirements including driver flexibility, diversity and suitability of skills.

41.2 If after 48 hours from the notice of the requirement of a relief driver, no volunteer is found, Hanson will appoint a relief driver after having consideration to the operational requirements including driver flexibility, diversity and suitability of skills.

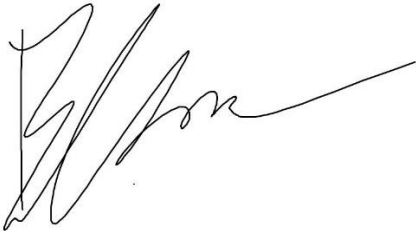
SIGNATURES

SIGNED for and on behalf of:

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

Full Name: Brendan Liveris

Signature:



Date: 4th November 2024
Address: 601 Doncaster Road
 DONCASTER VIC 3108

Authority to sign the Agreement: Supply Chain Manager Concrete Southern Region

TRANSPORT WORKERS' UNION OF AUSTRALIA (VIC/TAS BRANCH):

Full Name: Richard Olsen _____

Signature:  _____

Date: 8 November 2024 _____

Address: 52-56 Rouse Street _____
 Port Melbourne VIC 3207 _____

Authority to sign the Agreement: Branch Secretary _____

APPENDIX "A"

Plan Illustrating The Melbourne Urban Growth Boundary



Figure 1. Managing urban growth

- Growth area
- Existing urban area
- Urban growth boundary
- Possible future development front

Source: Department of Infrastructure, 2001

APPENDIX “B”

Current Metropolitan Locations

Brooklyn	Jones Road Brooklyn 3025
Collingwood	288 Hoddle Street Abbotsford 3067
Croydon	85-87 Bayfield Road East Bayswater North 3153
Dandenong South	31-43 Venture Court Dandenong South 3175
Dromana	13-27 Ponderosa Place Dromana 3936
Epping	820 Cooper Street Somerton 3062
Fairfield	6 McKay Cres, Fairfield VIC 3078
Frankston	330 McClelland Drive Langwarrin 3910
Keilor	101 Annandale Road Keilor Park 3042
Lysterfield	1140 Wellington Road Rowville 3178
Melton	23 Melton Valley Road Melton 3337
Port Melbourne	213 Boundary Road Port Melbourne 3207
Somerton	28-30 Thornycroft Street Campbellfield 3061
Sunbury	89 Horne Street Sunbury 3429
Werribee	39-41 Richards Road Hoppers Crossing 3030
Westall	26-28 Westall Road Westall 3169
Wollert	45 Bridge Inn Road Wollert 3750

APPENDIX “C”

PERFORMANCE BONUS STREAM- Wages & Allowances Table

Performance Bonus stream - minimum hourly rate of pay	Min % rate increase shown			
	5% Increase 1/01/2024	4% Increase 1/01/2025	1.625% increase 1/01/2026	
Rigid Tipper	\$30.64	\$31.86	\$32.38	
Agi Driver	\$30.64	\$31.86	\$32.38	
Semi Agitator Driver	\$31.56	\$32.83	\$33.36	
Trout	\$31.56	\$32.83	\$33.36	
Tanker	\$31.56	\$32.83	\$33.36	
Truck & Dog	\$31.56	\$32.83	\$33.36	
Truck & Dog PBS>53.4T	\$32.70	\$34.00	\$34.56	
5-6 Axle Trailers	\$33.62	\$34.97	\$35.53	
B Double Tanker	\$33.62	\$34.97	\$35.53	
Performance Bonus stream ALLOWANCES				Units
Meal Allowance	\$17.12	\$17.80	\$18.09	per occasion
First Aid Allowance (1.6% min hourly rate)				per week
Rigid Tipper	\$19.61	\$20.39	\$20.72	
Agi Driver	\$19.61	\$20.39	\$20.72	
Semi Agitator Driver	\$20.20	\$21.01	\$21.35	
Trout	\$20.20	\$21.01	\$21.35	
Tanker	\$20.20	\$21.01	\$21.35	
Truck & Dog	\$20.20	\$21.01	\$21.35	
Truck & Dog PBS>53.4T	\$20.93	\$21.76	\$22.12	
5-6 Axle Trailers	\$21.52	\$22.38	\$22.74	
B Double Tanker	\$21.52	\$22.38	\$22.74	
Leading Hand				per hour
3-10 employees (min hourly rate + 4.72% min hourly rate)				
Rigid Tipper	\$32.09	\$33.37	\$33.91	

Agi Driver	\$32.09	\$33.37	\$33.91	
Semi Agitator Driver	\$33.05	\$34.37	\$34.93	
Trout	\$33.05	\$34.37	\$34.93	
Tanker	\$33.05	\$34.37	\$34.93	
Truck & Dog	\$33.05	\$34.37	\$34.93	
Truck & Dog PBS>53.4T	\$34.24	\$35.61	\$36.19	
5-6 Axle Trailers	\$35.21	\$36.62	\$37.21	
B Double Tanker	\$35.21	\$36.62	\$37.21	
10-20 employees (min hourly rate + 7.03% min hourly rate)				
Rigid Tipper	\$32.79	\$34.10	\$34.66	
Agi Driver	\$32.79	\$34.10	\$34.66	
Semi Agitator Driver	\$33.78	\$35.13	\$35.70	
Trout	\$33.78	\$35.13	\$35.70	
Tanker	\$33.78	\$35.13	\$35.70	
Truck & Dog	\$33.78	\$35.13	\$35.70	
Truck & Dog PBS>53.4T	\$35.00	\$36.40	\$36.99	
5-6 Axle Trailers	\$35.98	\$37.42	\$38.03	
B Double Tanker	\$35.98	\$37.42	\$38.03	
20+ employees (min hourly rate + 8.93% min hourly rate)				
Rigid Tipper	\$33.38	\$34.71	\$35.27	
Agi Driver	\$33.38	\$34.71	\$35.27	
Semi Agitator Driver	\$34.38	\$35.76	\$36.34	
Trout	\$34.38	\$35.76	\$36.34	
Tanker	\$34.38	\$35.76	\$36.34	
Truck & Dog	\$34.38	\$35.76	\$36.34	
Truck & Dog PBS>53.4T	\$35.62	\$37.04	\$37.64	
5-6 Axle Trailers	\$36.62	\$38.09	\$38.71	
B Double Tanker	\$36.62	\$38.09	\$38.71	
Travel Allowance	\$45.00	\$46.80	\$47.56	per day

Driver Training Allowance	\$29.64	\$30.83	\$31.33	per day
Travel Cents Per Kilometre	\$1.12	\$1.16	\$1.18	per Km
Phone Allowance	\$30.00 (from employee vote)	\$30.00	\$30.00	per month
Front End Loader	\$40.74	\$42.37	\$43.06	per week

Annual Bonus	Year ending 30 November 2024 (clause 15.2 (f))	
At Fault Accidents	\$476.42	
Attendance Incentive	\$1905.60	
Clean Truck	\$476.40	
Annual Bonus	Year ending 30 November 2025 (clause 15.2 (g))	
At Fault Accidents	\$750.00	
Axel/Tare Sheet	\$750.00	
Fatigue / Log off	\$1501.31	
Qtr 1 and Qtr 2	Partial year ending 30 June 2026 (clause 15.2 (g))	
	Min % rate increase shown	
	Annualised bonus	Total Bonus Per Qtr
At Fault Accidents	\$762.19	\$190.55
Axel/Tare Sheet	\$762.19	\$190.55
Fatigue / Log off	\$1525.71	\$381.43

APPENDIX “D”

INCORPORATED RATE STREAM - Wages & Allowances Table

		Min % rate increase shown		
Incorporated Rate stream - minimum hourly rate of pay	5% Increase+ \$1.30 rate (new employees who choose or existing employees who choose on or after 1/12/2024)	4% Increase 1/01/2025	1.625% increase 1/01/2026	
Rigid Tipper	\$31.94	\$33.22	\$33.76	
Agi Driver	\$31.94	\$33.22	\$33.76	
Semi Agitator Driver	\$32.86	\$34.18	\$34.73	
Trout	\$32.86	\$34.18	\$34.73	
Tanker	\$32.86	\$34.18	\$34.73	
Truck & Dog	\$32.86	\$34.18	\$34.73	
Truck & Dog PBS>53.4T	\$34.00	\$35.36	\$35.93	
5-6 Axle Trailers	\$34.92	\$36.32	\$36.91	
B Double Tanker	\$34.92	\$36.32	\$36.91	
Incorporated Rate stream ALLOWANCES	5% Increase 1/01/2024	4% Increase 1/01/2025	1.625% increase 1/01/2026	Units
Meal Allowance	\$17.12	\$17.80	\$18.09	per occasion
First Aid Allowance (1.6% min hourly rate)				per week
Rigid Tipper	\$20.44	\$21.26	\$21.60	-
Agi Driver	\$20.44	\$21.26	\$21.60	-
Semi Agitator Driver	\$21.03	\$21.87	\$22.23	-
Trout	\$21.03	\$21.87	\$22.23	-
Tanker	\$21.03	\$21.87	\$22.23	-
Truck & Dog	\$21.03	\$21.87	\$22.23	-
Truck & Dog PBS>53.4T	\$21.76	\$22.63	\$23.00	-
5-6 Axle Trailers	\$22.35	\$23.24	\$23.62	-
B Double Tanker	\$22.35	\$23.24	\$23.62	-
Leading Hand				per hour
3-10 employees (min hourly rate + 4.72% min hourly rate)				

Rigid Tipper	\$33.45	\$34.78	\$35.35	
Agi Driver	\$33.45	\$34.78	\$35.35	
Semi Agitator Driver	\$34.41	\$35.79	\$36.37	
Trout	\$34.41	\$35.79	\$36.37	
Tanker	\$34.41	\$35.79	\$36.37	
Truck & Dog	\$34.41	\$35.79	\$36.37	
Truck & Dog PBS>53.4T	\$35.60	\$37.03	\$37.63	
5-6 Axle Trailers	\$36.57	\$38.03	\$38.65	
B Double Tanker	\$36.57	\$38.03	\$38.65	
10-20 employees (min hourly rate + 7.03% min hourly rate)				
Rigid Tipper	\$34.18	\$35.55	\$36.13	
Agi Driver	\$34.18	\$35.55	\$36.13	
Semi Agitator Driver	\$35.17	\$36.58	\$37.17	
Trout	\$35.17	\$36.58	\$37.17	
Tanker	\$35.17	\$36.58	\$37.17	
Truck & Dog	\$35.17	\$36.58	\$37.17	
Truck & Dog PBS>53.4T	\$36.39	\$37.84	\$38.46	
5-6 Axle Trailers	\$37.38	\$38.87	\$39.50	
B Double Tanker	\$37.38	\$38.87	\$39.50	
20+ employees (min hourly rate + 8.93% min hourly rate)				
Rigid Tipper	\$34.79	\$36.18	\$36.77	
Agi Driver	\$34.79	\$36.18	\$36.77	
Semi Agitator Driver	\$35.80	\$37.23	\$37.83	
Trout	\$35.80	\$37.23	\$37.83	
Tanker	\$35.80	\$37.23	\$37.83	
Truck & Dog	\$35.80	\$37.23	\$37.83	
Truck & Dog PBS>53.4T	\$37.03	\$38.51	\$39.14	
5-6 Axle Trailers	\$38.04	\$39.56	\$40.20	
B Double Tanker	\$38.04	\$39.56	\$40.20	

Travel Allowance (LAFHA)	\$45.00	\$46.80	\$47.56	per day
Driver Training Allowance	\$29.64	\$30.83	\$31.33	per day
Travel Cents Per Kilometre	\$1.12	\$1.16	\$1.18	per Km
Phone Allowance	\$30.00 (from employee vote)	\$30.00	\$30.00	per month
Front End Loader	\$40.74	\$42.37	\$43.06	per week

APPENDIX “E”

MULTISKILLED ALLOWANCE MATRIX

DRIVER TRUCK TYPE	DRIVER ALLOWANCE ELIGIBILITY SHOWN AS A TICK (√)								
	Rigid Tipper	Agi	Semi Agi	Trout	Tanker	Truck & Dog	PBS Truck & Dog	5&6 axles	B Double Tanker/Tipper
Rigid Tipper	-	-	√	√	√	-	-	-	-
Agi Driver	-	-	√	√	√	-	-	-	-
Semi Agitator Driver	-	-	-	√	√	√	-	-	-
Trout	-	-	√	-	√	√	-	-	-
Tanker	-	-	-	√	-	√	-	-	-
Truck & Dog	-	-	-	-	√	-	√	√	-
Truck & Dog PBS>53.4T	-	-	-	-	√	-	-	√	-
5-6 Axle Trailers	-	-	-	-	√	-	-	-	√
B Double Tanker	-	-	-	-	-	√	√	-	-

MULTISKILLED ALLOWANCE RATES TABLE

Multiskilled allowance rates on commencement of the Agreement are stated in the table below and shall increase on and from 1 January 2025 in accordance with the percentage wage increases in clause 14.1:

Category	1st skill per hour	2nd skill per hour
Rigid Tipper	\$0.50	\$0.25
Agi	\$0.50	\$0.25
Semi Agi	\$0.50	\$0.25
Trout	\$0.50	\$0.25
Tanker	\$0.50	\$0.25
Truck & Dog	\$0.50	\$0.25
PBS Truck & Dog	\$0.50	\$0.25
5&6 axles	\$0.50	\$0.25
B Double Tanker	\$0.50	\$0.25