

CSR ROOFING

SPRINGVALE OPERATIONS, VICTORIA

ENTERPRISE AGREEMENT 2024

Table of Contents

1.	Title	3
2.	Objectives of this Agreement	3
3.	Parties Covered	3
4.	Period of operation	3
5.	Relationship with Award	3
6.	Renegotiation of the Agreement	3
7.	Employment Categories	3
8.	Employment Duties	5
9.	Operational flexibility	5
10.	Standing Down of employees.....	5
11.	Absenteeism	5
12.	Notice of Termination	5
13.	Redundancy	7
14.	Wage rates.....	8
15.	Classification Descriptions	9
16.	Superannuation.....	12
17.	Absence from work	12
18.	Workers Compensation I Accident Pay	12
19.	Safety Bonus.....	12
20.	Allowances	13
21.	Uniforms.....	13
22.	Training	14
23.	Workplace Delegates Rights	14
24.	Consultative Committee	14
25.	Hours of work.....	15
26.	Flexibility in relation to rostered days off	16
27.	Breaks	16
28.	Overtime.....	17
29.	Shift Work.....	18
30.	Shift Arrangements	19
31.	Annual Leave	20
32.	Parental leave	22
33.	Personal Leave	22
34.	Public Holidays.....	25
35.	Individual Flexibility	26
36.	Consultation	27
37.	Disputes Settlement Procedure.....	28
38.	Signatories	30

1. Title

This Agreement shall be known as the CSR Roofing Springvale Operations Victoria Enterprise Agreement 2024.

2. Objectives of this Agreement

The key objectives of this Agreement are to implement workplace practices so as to provide for working arrangements, which improve the productivity of the Springvale plant, enhance job satisfaction and ensure the parties meet their annual business goals and strive to be a competitive manufacturer in a manner that reflects our core company values.

3. Parties Covered

This Agreement covers:

- 3.1 CSR Limited (ACN 000 001 276) (Company);
- 3.2 Employees of the Company principally located at the workplace corner of Smith Road and McWilliam Street, Springvale, Victoria, 3171, and engaged in the classifications contained in clause 15 – Classification Descriptions of the Agreement (Employees); and
- 3.3 It is also intended that upon approval of the Agreement by the Fair Work Commission (“FWC”), The Australian Workers’ Union (“Union” or “AWU”) and the Australian Manufacturing Workers Union (“Union” or “AMWU”) will be covered by the Agreement.

4. Period of operation

This Agreement takes effect from the first pay period commencing on or after seven days after approval by the FWC, the nominal expiry date of the Agreement will be 01 August 2027.

5. Relationship with Award

- 5.1 The terms of the Concrete Products Award 2020 (Award) are incorporated into this Agreement as the minimum conditions of employment.
- 5.2 If an incorporated Award term is inconsistent with a term of this Agreement, the term of this Agreement prevails to the extent of the inconsistency.
- 5.3 The incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of the Award.
- 5.4 Existing over-award/agreement payments and conditions of employment will also continue to apply as if they were an express term of this Agreement, except where the terms of this Agreement expressly provide otherwise.
- 5.5 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES) in the Fair Work Act 2009 (Cth) (FW Act). 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.

6. Renegotiation of the Agreement

Three months prior to the nominal expiry date of the Agreement, the Employees covered by the Agreement will commence negotiation of an Agreement to replace this Agreement.

7. Employment Categories

- 7.1 Probationary employment

Other than casuals and labour hire personnel, all employees shall be engaged on a probationary basis for the first six (6) months of employment.

7.2 Full time employment

Any employee not specifically engaged as a part time employee, casuals or labour hire personnel, is for all purposes of this Agreement a full-time employee.

7.3 Part-time employment

- a) The spread of ordinary working hours shall be the same as those prescribed for weekly employees.
- b) A Part-time Employee:
 - i. is engaged to work less than 38 ordinary hours per week; and
 - ii. works a regular number of ordinary hours each week.
- c) At the time of engagement, the Company and the part-time Employee will agree in writing on a regular pattern of work specifying at least:
 - i. the hours to be worked each day;
 - ii. which days of the week the Employee will work; and
 - iii. the actual starting and finishing times each day.
- d) Any agreement to vary the regular pattern of work will be made in writing, before the variation occurs.
- e) The agreement and variation will be retained by the Company and a copy given to the Employee.
- f) The terms of the Agreement will apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38.
- g) A part-time employee who works outside the hours fixed pursuant to 7.3(b) hereof shall be paid overtime in accordance with Clause 28 - Overtime, of this Agreement.

7.4 Casual Employment (non- labour Hire Personnel)

For each hour worked, a casual Employee will be paid no less than the hourly rate of pay for their classification in clause 14, plus a casual loading of 25%.

The casual loading is intended to compensate for entitlements a casual Employee does not receive including paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, redundancy pay and entitlements under this Agreement that do not apply to casual Employees. The casual loading may be set off against any claims relating to those entitlements.

A casual Employee must be paid for a minimum of 4 consecutive hours of work on each occasion they are required to attend work.

7.5 Casual Labour Hire

(a) The parties accept that permanent, in-house employment will be the normal basis of employment.

The company is committed to maximising such full-time | permanent part-time employment as meets the needs of the business.

- (b) A labour hire employee will be offered permanent employment after six months if:
- i. a permanent position is vacant at the required level according to the approved site structure;
 - ii. the labour hire employee has been tested competent for the tasks required at this level and preceding levels.
 - iii. The labour hire employee meets employment criteria.

(c) In the interests of maintaining and improving job security of employees covered by this Agreement, if the company engages contractors or labour hire, it will required the contractor or labour hire provider to perform work or engage its workers (whether those workers are employees or independent contractors) on rate of pay and conditions which employees covered by this agreement would be entitled.

8. Employment Duties

To obtain the benefit of weekly employment an employee must be ready, available and willing to work on the days and during the hours prescribed for an ordinary day's work less any prescribed or agreed remissions. Pro rata reductions of pay may be made for unauthorised absences.

8.1 Quality

All employees accept responsibility for the quality systems in place and the quality of the product in their area of control and agree to carry out the required inspections and testing to the set standards, accurately record information in the required quality documentation and proactively take steps to prevent or rectify sub-standard product being manufactured or dispatched.

Employees involved with the implementation of Site Quality Management System will be provided with the necessary ongoing training.

9. Operational flexibility

There will be no artificial restrictions on the range of tasks, duties and functions between a section/sections concerned or between levels or categories of employees. The parties agree to the transfer of employees from one function to another to cover absenteeism, product mix, volume, mechanical failure, etc., as deemed necessary to meet the needs of the business, provided that such duties to be undertaken are within the limits of the employees skill, competence and training and the employee has been properly trained in the use of tools and equipment involved in the performance of such duties.

10. Standing Down of employees

The employer shall have the right to stand an employee down without pay for any day the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

11. Absenteeism

It is recognised that absenteeism from work can be problematic. Notification of any non-work attendance must:

- a) be given to the Company as soon as practicable (which may be a time after any leave has started); and
- b) advise the Company of the period, or expected period, of the absence; and
- c) be communicated directly to the employee's immediate supervisor, or in their absence the next up manager.

12. Notice of Termination

12.1 Notice of termination by employer

In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

Period of continuous service	Notice
1 year or less	1 Week
Over 1 year and up to the completion of 3 years	2 Weeks
Over 3 years and up to the completion of 5 years	3 Weeks
Over 5 years of completed service	4 Weeks

- 12.2 In addition to the notice in clause 12.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- 12.3 Payment in lieu of the prescribed notice in clause 12.1 and 12.2 must be made if the appropriate notice period is not required to be worked. Provided that the employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 12.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- a) the hours the Employee would have worked had the employment continued until the end of the required period of notice; and
 - b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - c) any amounts payable under the employee's contract of employment.
- 12.5 The period of notice in this clause does not apply:
- a) in the case of dismissal for serious misconduct
 - b) to employees engaged for a specific period of time or for a specific task or tasks;
 - c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - d) to casual employees.
- 12.6
- a) Serious misconduct has its ordinary meaning, and includes both of the following:
 - (i) wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) conduct that causes serious and imminent risk to:
 - (I) the health or safety of a person; or
 - (II) the reputation, viability or profitability of the employer's business.
 - b) For clause 12.6 a), conduct that is serious misconduct includes each of the following:
 - (I) the Employee, in the course of the Employee's employment, engaging in:
 - a. theft; or
 - b. fraud; or
 - c. assault; or
 - d. sexual harassment;
 - (II) the Employee being intoxicated at work;
 - (III) the Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
 - c) Clause 12.6 a) does not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not conduct that made employment in the period of notice unreasonable.

For clause 12.6 b)(II), an Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duties or with any duty that the Employee may be called upon to perform.

12.7 Notice of termination by an employee

12.7.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

12.7.2 If an employee fails to give the notice specified in clause 12.1 the employer has the right, subject to the employees authorisation, to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 12.4.

12.7.3 Provided that where an employee and employer agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

12.8 An employee who has a minimum of 10 years continuous service with the company and elects to resign their employment for the reason of retirement or upon the death of the employee shall be paid 25% of all unused accumulated personal / carers' leave capped to a maximum of 150 hours.

12.9 Job search entitlement

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

13. Redundancy

13.1 The applicable redundancy provisions under this Agreement shall be in accordance with Clause 33 of the Award, except that the following payments shall apply:

- a) Four weeks' notice or pay in lieu of notice shall apply to all redundant employees, except that employees over the age of 45 with not less than two years continuous service shall receive one additional weeks' notice.
- b) Severance pay:
 - i. subject to b)ii), 3 weeks' ordinary time rate of pay per completed year of service up to a maximum of 90 weeks' pay;
 - ii. if an employee is made redundant in the period between the completion of the first year of service and the commencement of the second year of service the severance payment will be 4 weeks' ordinary time rate of pay.
 - iii. Pro-rata Long Service Leave after five years continuous service.
 - iv. Employees shall be paid 25% of unused accumulated personal I carers' leave.
 - v. Accrued Annual leave paid at the greater of the amounts provided for in clause 31.5 – Pay rates for annual leave – leave loading, of the Agreement shall be paid to all redundant employees.

13.2 An employee is not entitled to redundancy pay in relation to the termination of his or her employment if a transfer of business occurs and the employee rejects an offer of employment made by another employer that:

- a) is on terms and conditions substantially similar to and considered on an overall basis no less favourable than if the employee's terms and conditions of employment with the first employer immediately before the termination; and
- b) recognises the employee's service with the first employer for the purposes of this subdivision; and
- c) Had the employee accepted the offer there would have been a transfer of employment in relation to the employee.

13.3 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 13.2 the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmitter and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

13.4 Voluntary Redundancy

In the event that one or more redundancies are required, the Company will consider volunteers.

The Company will allow Employees reasonable time to give proper consideration to voluntary redundancy.

Upon request by an Employee, the Company will provide a written statement outlining severance, and payout of entitlement calculations, including tax liabilities for the Employee to consider. Any provision of calculation will not prejudice an Employee as to final redundancy whether the Employee volunteers or not.

14. Wage rates

The following pay rises will occur over the life of this Agreement as follows:

Levels	Classification	First full payment on or after 01/08/2024 4%	First full payment on or after 01/08/2025 3.5%	First full payment on or after 01/08/2026 3.5%
1	Trainee Operator	\$28.97	\$29.99	\$31.04
2	Operator	\$29.88	\$30.92	\$32.01
3	Machine Operator	\$32.69	\$33.83	\$35.02
4	Senior Machine Operator	\$35.59	\$36.83	\$38.12
5	Team Leader	\$40.12	\$41.53	\$42.98
6	Maintenance Team Member	\$44.79	\$46.36	\$47.98
7	Maintenance Team Leader	\$49.32	\$51.04	\$52.83

14.1 Payment for skill level

Payment will only be made for work required by the Company and undertaken at the defined level of skill. However, once an employee has qualified for and has been classified at a particular level, the employee will be paid at that level irrespective of the work undertaken provided that the employee is willing to undertake such work at that classification level as directed.

14.2 Bonus Payments

Each employee covered by this agreement is entitled to receive Bonus Payments as applicable as per the Bonus Payment System currently in place at the Springvale site as per Company Policy.

15. Classification Descriptions

15.1 Classification Review

The parties commit to reviewing the Classification Descriptions as outlined in the CSR Roofing Springvale Operations Victoria Enterprise Agreement 2024, over the life of the agreement.

15.2 Progression

An employee may progress to a higher level on the basis of the business needs and being able to competently perform the tasks to work at the higher level and on being selected for a position when a position at that level becomes available.

With the accredited competency-based training and assessment, successful completion of this training and assessment will be required for progression to a higher level.

15.3 Level 1 Trainee Operator

A new starter, who has passed pre-employment testing and demonstrates potential to progress to Level 2. The aim of this position is to achieve competency and progress to level 2.

The Trainee Operator must achieve competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.

Training and work experience will occur across the range of workplace skills and activities including:

- i. basic plant knowledge;
- ii. safety and environmental knowledge;
- iii. tile and accessory/inspection.

Indicative duties and tasks an employee at this level may perform are general labouring; cleaning; hand stacking tiles and l accessories; training of higher graded tasks.

An employee at this level will perform routine tasks, exercising minimal judgement under direct supervision to the level of their skill and training.

15.4 Level 2 Operator

A level 2 operator carries out any duties to the extent of their training and ability. Primary duties will include all aspects of product handling. The aim of this position is to achieve competency at level 2 to progress to level 3.

The primary workplace skills and activities which apply to level 2 Operators include:

- a) material handling;
- b) despatching product;
- c) product packaging;
- d) occupational health & safety and environmental requirements;
- e) communication;
- f) problem solving and team skills;
- g) apply basic quality control and assurance procedures.

Indicative duties and tasks an employee at this level may perform are use class 1 motor vehicles; maintain simple records; operate semi-automatic equipment (auto-stacker, sweeper, plastic wrapper); clerical duties associated with raw material deliveries; assisting tradesmen in equipment maintenance; understand customer needs and expectation and have the ability to satisfy same within their own responsibility; quality sampling and testing; assist in on the job training to competency standard; other duties for which they may be qualified.

An employee at this level works under direct supervision either individually or in a team environment and to the level of their skill and training.

A level 2 Operator will have successfully completed the entry level induction and skills training; and demonstrated competence in performing the duties at this level.

An employee at this level may be provided with structured training to allow them to competently perform work at higher grades.

15.5 Level 3 Machine Operator

A level 3 Machine Operator has demonstrated the competency and is able to perform all tasks at level 1 and 2 if and when required, or is able to perform tasks within this level to meet the business needs. The aim in this position is to achieve competency in all areas of machinery operations.

Indicative duties and tasks an employee at this level may perform are:

- a) fault finding and make adjustments;
- b) understand and interpret quality assurance procedures and perform analytical tests to ascertain conformity;
- c) operate the following equipment: front-end loader; factory forklifts; outside forklifts; mixing machines; tile making machines; inventory stock-takes; timber loading and checking; assist with moulding equipment changes; assist in on the job training to competency standard.

An employee at this level will be responsible for the quality of their own work subject to routine supervision and exercise discretion to the level of their skill and training.

An employee at this level may be provided with structured training to allow them to perform the wider range of skills at this level. An employee may also, over time and in accordance with the needs of the business be provided with a structured program of training that will allow them to competently perform work at higher levels.

15.6 Level 4 Senior Machine Operator

A level 4 Senior Machine Operator has demonstrated the competency and is able to perform all tasks at level 1, 2, and 3 if and when required, or is able to perform tasks within this level to meet the business needs.

Indicative duties and tasks of an employee at this level may perform are:

- a) operating computers;
- b) operate all equipment as set out in level 2 and 3;
- c) perform all laboratory testing;
- d) perform minor maintenance on equipment;
- e) assist in on the job training to competency standard.

An employee at this level will be responsible for the quality of their own work subject to some supervision and exercise discretion to the level of their skill and training. A level 4 Senior Machine Operator will have successfully completed all duties in level 1, 2 and 3 and have demonstrated competence in performing all tasks and skills for this level. Successful completion of the accredited competency based training and assessment will be required to qualify for this level.

In accordance with standard training requirements an employee at this level may be provided with structured training to allow them to perform the wider range of duties at this level. An employee may also, over time and in accordance with the needs of the business be provided with a structured program of training that will allow them to competently perform work at higher levels.

15.7 Level 5 Team Leader

A level 5 Team Leader has demonstrated the competency and is able to perform all tasks at level 1, 2, 3, and 4 if and when required. Employees at this level must be highly motivated in all tasks and skills in the tile operation.

Indicative of the tasks an employee at this level may perform and the relevant experience required are:
Operating computers:

- a) induction of new employees;
- b) participate in quality assurance;
- c) proactive in rectifying non-conforming products;
- d) show leadership in a team environment;
- e) show leadership in safety, health and environmental needs of the business;
- f) complete all clerical requirements; assist in all areas of training to competency level.

An employee at this level will be responsible for the quality of their own work and that of all employees within their work team.

An employee at this level must be highly motivated in all tasks and responsibilities undertaken. This employee must be able to achieve maximum productivity from all areas within their responsibility. As a minimum, this employee must have completed training in Trade Practice requirements, safety training for Team Leaders, Quality Management and understand the companies' environmental management requirements.

In accordance with standard training requirements an employee at this level may be provided with structured training to allow them to perform the wider range of duties at this level.

15.8 Level 6 Maintenance Personnel

A level 6 Maintenance employee has demonstrated competency in performing all tasks within levels 1, 2,3, 4, and 5, or is qualified in specific areas of machinery maintenance. Employees at this level are able to perform tasks at all levels if and when required.

Indicative of the tasks an employee at this level may perform and the relevant experience required are: induction of new maintenance employees; pro-active in safety, health and environmental maintenance requirements; operating computers; maintain the different equipment types; assist in on the job training to competency standard.

An employee at this level will be responsible for the quality of their own work subject to minimal supervision and exercise discretion at the level of their skill and training. A level 6 employee will have successfully completed the entry level induction and skills training and have demonstrated competence in performing duties at all levels or have a relevant trade certificate for the tasks being performed.

In accordance with accredited training requirements an employee at this level may be provided with structured training to allow them to perform the wider range of duties at this level. An employee over time and with the business needs, maybe provided with training that will allow them to competently perform work at the level of a Team Leader.

15.9 Level 7 Maintenance Team Leader

A level 7 Maintenance Team Leader has demonstrated competency in performing all tasks within levels 1,2, 3, 4, 5 and 6, and is qualified in specific areas of machinery maintenance. An employee at this level will be responsible for the quality of their own work and that of all employees within their work team.

An employee at this level must be highly motivated in all tasks and responsibilities undertaken. This employee must be able to achieve maximum productivity from all areas within their responsibility. As a minimum, this employee must have completed training in Trade Practice requirements, safety training for Team Leaders, Quality Management and understand the companies' environmental management requirements. Indicative of the tasks an employee at this level may perform are

- a) induction of new employees;
- b) participate in quality assurance;
- c) proactive in rectifying non-conforming products;
- d) show leadership in a team environment;
- e) show leadership in safety, health and environmental needs of the business;

- f) Complete all clerical requirements; assist in all areas of training to competency level

In accordance with standard training requirements an employee at this level may be provided with structured training to allow them to perform the wider range of duties at this level.

16. Superannuation

- 16.1 Employees are entitled to superannuation in accordance with the Superannuation Guarantee Legislation and the Award.
- 16.2 Employees can salary sacrifice part of his or her income on request. The Company maintains a policy in relation to an employee's rights to salary sacrifice. Employees wishing to access this benefit can make inquiries and will be provided with the relevant policy.
- 16.3 If an employee elects to salary sacrifice part of his or her wages, this will not affect or reduce any of his or her entitlements under this Agreement, as required by the Superannuation Guarantee Legislation.
- 16.4 When a new employee joins the Company, they have the option of joining the Employer Division of Russell SuperSolution ("Employer Division"). Otherwise, employees may elect to choose a Superannuation fund by providing the employer with the superannuation fund details and letter of compliance to receive contributions.
- 16.5 If the employee does not have a stapled fund or elect to choose a superannuation fund, the employer will pay superannuation contributions into the Russell Investments Mysuper Division fund. They are a registered Master Trust fund which does offer the MySuper product (ABN 89 384 753 567).

17. Absence from work

- 17.1 Subject to the governing rules of the relevant superannuation fund, the Company must also make employer superannuation contributions and voluntary employee contributions:
 - 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 the Company in accordance with the statutory requirements; and
 - ii. the Employee remains employed by the Company.

18. Workers Compensation I Accident Pay

- 18.1 Upon acceptance of a Workers Compensation claim, accident make-up pay will be made after the first 40 hours absence to the total amount of the employee's Pre-Injury Average Weekly Earnings (PIAWE). Make-up pay will continue to be paid in accordance with relevant Workers Compensation regulations until a period of 39 weeks absence is reached.
- 18.2 If the PIAWE cannot be agreed, the Pre-Injury Average Weekly Earnings will be calculated using the preceding 52 weeks prior to the claim or other period as agreed between the Company and the Employee.
- 18.3 The Employer, as part of the Workers Compensation License, will comply with the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) as amended.

19. Safety Bonus

A safety bonus will be payable to employees and will focus on lead indicator KPI's in line with those set at a corporate level for this site with the Site Safety Committee managing implementation on site.

20. Allowances

20.1 The following Award allowances, should they apply to Employees, are deemed to be included in the hourly wage rate and are not separately payable. The only allowances that are paid separately to the hourly wage rate under the Agreement are First Aid Allowance, Meal Allowance, and Higher Duties Allowance as set out below.

Award Allowances included in the hourly wage rate:

- a) Concrete products employees allowance;
- b) Tile manufacturing employees allowance;
- c) Cement or concrete allowance;
- d) Leading hand allowance;
- e) Bituminous sprayer allowance;
- f) Fork-lift operators allowance;
- g) Boot allowance;
- h) Clothing allowance;
- i) Protective clothing allowance; and
- j) Tool allowance.

20.2 Should they be applicable, the following Award allowances will be paid to Employees:

- i. Award clause 18.3(b) – Accommodation allowance;
- ii. Award clause 18.3(c) – Distant work;
- iii. Award clause 18.3(f) - Loss of clothing; and
- iv. Award clause 18.3(i) – Transfer between jobs.

20.3 First Aid Allowance - any employee appointed by the employer to perform first aid duty that holds a current first aid certificate and is prepared to provide first aid assistance as and when required shall be paid the following daily First Aid Allowance.

First Aid Allowance:		
From 1 August 2024	From 1 August 2025	From 1 August 2026
\$3.21 p/day	\$3.32 p/day	\$3.43 p/day

20.4 **Meal Allowance** which will be paid to an employee who is required to work overtime for more than two hours without being notified on the previous day that they will be required to work overtime shall be paid Meal Allowance for the first and then subsequent meals, unless meals have been provided by the employer.

Meal Allowance:		
From 1 August 2024	From 1 August 2025	From 1 August 2026
\$16.98	\$17.57	\$18.18

20.5 **Higher Duties Allowance** will be paid to an Employee who is required by the Employer to work for two hours or more during a day or shift as a shift supervisor. This allowance will be paid \$50 per shift, to a maximum of \$200 per week.

21. Uniforms

21.1 Suitable work clothes will be supplied at the commencement of employment and at the beginning of each subsequent 12 month period as per the allocated site value, provided that each employee will receive on an as needs basis, additional issue of suitable alternative clothing where due to the work location and/or type of work such issue is necessary.

- 21.2 Safety footwear will be supplied at the commencement of employment and replaced with satisfactory evidence that any boots issued previously are no longer serviceable.
- 21.3 A weekly laundry service will be provided to launder work overalls for employees issued with overalls. The number of overalls laundered each week is dependent upon the employees' work area, conditions and nature of work carried out.

22. Training

- 22.1 The need for training is recognised and will be accepted by all parties to keep pace with changes and technology in the manufacture of product and to enhance skill of individuals in the workplace.
- 22.2 There is a commitment to multi-skill employees at the Springvale plant and the site skills matrix will be used to record skills competency and track training requirements.

23. Workplace Delegates Rights

- 23.1 Clause 27A of the Concrete Products Award 2020 is to be a term of this agreement. The following sections 23.2 to 23.7 supplements those outlined in the Concrete Products Award 2020.

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

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

(a) Impose additional or more onerous notice, evidentiary, or other administrative requirements on delegates or their exercise of rights.

- 23.2 The company recognises the role of nominated employee representative/s to represent employees in employment matters. Nominated employee representatives with a maximum of two representatives per year, shall be granted up to 5 days leave with pay each calendar year, non-cumulative to attend courses conducted a provider of the representatives' choice to provide skills and competencies that will assist the employee representative perform their functions.
- 23.3 The application to the employer must be in writing and include the nature, content and duration of the course to be attended with 14 days prior notice to attendance.
- 23.4 The granting of leave is subject to the employer being able to make adequate staffing arrangements.
- 23.5 Employees on approved training leave will be paid all ordinary time earnings including classification rate, over-award payment, superannuation and shift loading which would otherwise be payable.
- 23.6 All related expenses such as travel, accommodation and meals associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee.
- 23.7 An employee will be required to satisfy the employer of attendance at the course to qualify for payment of leave.

24. Consultative Committee

There shall be a consultative Committee established to oversee the implementation of the Agreement. The committee membership shall comprise of site management and elected employee representatives.

The Consultative Committee shall meet when required and shall work towards improving the operation of the Company by considering and achieving solutions to issues such as:

- a) Skill formation
- b) Measuring and improving productivity
- c) Training requirements
- d) Quality assurance
- e) Company performance, objectives and milestones.

The Committee shall act as a forum to express the ideas and views of employees and Management. The Committee members may invite parties to provide information relevant to the issue being discussed at the time.

25. Hours of work

- 25.1 The ordinary hours of work shall be an average of 38 per week to be worked over a maximum work cycle of four weeks and shall be worked as outlined in clause 25.4 hereof.
- 25.2 The ordinary hours of work may be worked on any weekday or all weekdays Monday to Friday and shall be worked continuously, except for meal breaks, between 6.00 a.m. and 6.00 p.m. in respect to day work and in respect to shift work as prescribed in clause 29 - Shift work, of this Agreement.
- 25.3 Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
- 25.4 Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.
- 25.5 The ordinary hours of work shall not exceed ten hours on any day. Provided that:
 - 25.5.1 in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to agreement of the employer and the majority of employees in the plant or section or sections concerned; and
 - 25.5.2 by arrangement between an employer, and the majority of employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - a) proper health monitoring procedures being introduced;
 - b) suitable roster arrangements being made;
 - c) proper supervision being provided;
 - d) adequate breaks being provided;
 - e) an adequate trial or review process being implemented.
- 25.6 Method of arranging ordinary working hours
 - 25.6.1 The method of implementing the 38 hour week shall be determined by agreement between the employer and the majority of employees directly affected, from one or more of the following:
 - a) by employees working less than eight ordinary hours each day;
 - b) by employees working less than eight ordinary hours one or more days each week;
 - c) by all employees having one week day off, excluding public holidays, in each twenty day work cycle, eight hours being worked on each of the other nineteen days of those four weeks.
 - 25.6.2 The day off is to be nominated by the employer:
 - a) by fixing one week day upon which all or any number of employees will be off during a particular twenty day work cycle;
 - b) by rostering employees off on various week days during a particular twenty day work cycle.
 - 25.6.3 Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.
 - 25.6.4 Provided that the ordinary hours may be worked by such other method that is agreed upon between the employer and the majority of employees directly affected.

- 25.6.5 Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.
- 25.6.6 The day scheduled to be the day off in accordance with this clause may be worked as an ordinary working day without penalty when substituted by another day by agreement between the employer and the employee directly affected, or where a number of employees are directly affected, by agreement between the employer and a majority of the employees in respect of whom a substitute day off is sought.
- 25.6.7 Excluding circumstances beyond the control of the employer, not less than seven days advance notice is to be given concerning the days off allocated to employees.

26. Flexibility in relation to rostered days off

- 26.1.1 Where the hours of work of an establishment, plant or section are organised in accordance with clause 25.6 hereof an employer may require the employee/s to accrue up to a maximum of five rostered days off.
- 26.1.2 Where an employee accrues more than five and up to ten rostered days off, the site administrator is to advise the employee and manager to ensure that suitable rostering arrangements are made.
- 26.1.3 By agreement with management an employee may request to accrue further rostered days off above the maximum five days for special or extraordinary circumstances with consideration given to:
- proper health monitoring procedures being introduced;
 - an adequate trial or review process being implemented.
- 26.1.4 Where an employees' scheduled rostered day is taken at ordinary hours it is agreed that ordinary hours may equal up to a maximum of twelve accrued RDO hours per day.
- 26.1.5 During each entitlement of four weeks annual leave, the employee is deemed to have accumulated and taken an RDO.
- 26.2 RDO's and public holidays (not including Yard Employees)
- 26.2.1 The Company will consult with employees in regards to RDO's before the budget process, normally in October, and agree to a maximum of 3 fixed rostered days off per year to be aligned with nominated Public Holidays e.g. Australia Day, King's Birthday and Melbourne Cup Day.
- 26.2.2 The procedure for resolving special, anomalous or extraordinary problems shall be applied in accordance with clause 37 - Dispute Resolution Procedure of this Agreement. The procedure shall be applied without delay.

27. Breaks

- 27.1 Employees shall be entitled to two paid breaks of 25 minutes during ordinary working hours which should be spaced so that an employee is not required to work for greater than 4 hours without a break. No further meal or rest breaks are provided in ordinary hours.
- 27.2 An employee required to work for five hours on a Saturday, Sunday or public holiday shall be entitled to a meal interval of twenty minutes to be counted as time worked provided the employee continues work for more than one and a half hours following the conclusion of the meal interval.
- 27.3 An employee who is required to work for more than two hours beyond their normal ceasing time in any day shall be allowed a break of twenty minutes at ordinary rates. After each further four hours worked an employee shall be entitled to a paid break of twenty minutes if the employee continues working after such break.
- 27.4 The Employee and Company may agree to any variation of these provisions.
- 27.5 The Company may organise breaks to be taken at such times that they will not interfere with the continuity of work.

28. Overtime

28.1 Payment for working overtime

28.1.1 For all work done outside of the ordinary starting or ceasing times of work on any one day or shift Monday to Friday inclusive the rate of time and one half for the first two hours and double time thereafter shall be paid.

28.1.2 The assignment of overtime by an employer to an employee shall be based on specific work requirements and the practice of one in all in shall not apply.

28.2 Payment for working Saturdays

If, on the instructions of the employer an employee reports for overtime work on a Saturday they shall be paid for a minimum of four hours' work at time and one half for the first two hours and double time thereafter. In the event of an employee attending for work but not required the employee shall be paid the minimum of four hours' work at the prescribed rate.

28.3 Payment for working Sundays

Double time shall be the rate payable for all work done on Sundays with a minimum payment as for four hours' work. In the event of an employee attending for work but not required, they shall be paid a minimum payment of four hours' work.

28.4 Payment for working on rostered day off

The rostered day prescribed in clause 25.6 of this Agreement may be worked where required by the employer, in which case, in addition to the payment of any accrual which has not previously been paid. The employee shall be paid at normal overtime rates of time and a half for the first two hours and double time thereafter.

28.5 Call back

An employee recalled to work overtime Monday to Friday inclusive after leaving his employer's business premises (whether not before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled.

28.6 Requirement to work reasonable overtime

28.6.1 Subject to clause 28.7.1 an employer may require an employee to work reasonable overtime at overtime rates.

28.6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- Any risk to employee health and safety;
- The employee's personal circumstance including any family responsibilities;
- The needs of the workplace or enterprise;
- That the Employee is entitled to receive overtime payments, penalty rate or other compensation for working additional hours;
- The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- Any notice given by the employer of any request or requirement to work the additional hours;
- Any notice given by the employee of his or her intention to refuse to work the additional hours;
- The usual patterns of work in the industry, or the part of an industry, in which the employee works;
- The nature of the employee's role, and the employee's level of responsibility;
- Whether the additional hours are in accordance with averaging terms included at clause 25 – Hours of work – of the Agreement;
- Any other relevant matter.

28.6.3 The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of one in, all in overtime shall not apply.

28.7 Rest period after overtime

When overtime work is necessary it shall, wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between the work of successive days. Where an Employee, other than a casual Employee, has not had at least 10 hours' break between finishing overtime and the commencement of ordinary hours on the next day, the employee must 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 such absence. The provisions of this clause will apply to shiftworkers as if 8 hours were substituted for 10 hours when overtime is worked:

- (i) for the purpose of changing shift rosters; or
- (ii) where a shift is worked by arrangement between the employees themselves.

28.7.1 If on the instructions of the employer an employee resumes or continues work without having had the ten consecutive hours off duty the employee shall be paid at double rates until they are released from duty for such period. The employee is then entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

29. Shift Work

29.1 Definitions

29.1.1 For the purposes of this clause:

29.1.2 Afternoon shift means any shift finishing after 6.00p.m and at or before midnight.

29.1.3 Night shift means any shift finishing after midnight and at or before 8a.m

29.1.4 Continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer.

29.2 Hours continuous work shifts

This sub-clause shall apply to shift workers on continuous work as defined above. The ordinary hours of shift workers shall average shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.

Provided that, where the employer and the majority of employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the provisions of this sub-clause, shift workers shall work at such time as the employer may require.

A shift shall consist of not more than ten hours inclusive of crib time. Provided that:

29.2.1 in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

29.2.2 By agreement between an employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:

- a) proper health monitoring procedures being introduced;
- b) suitable roster arrangements being made;
- c) proper supervision being provided;
- d) adequate breaks being provided;
- e) an adequate trial or review process being implemented

29.2.3 Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

29.2.4 Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

29.3 Hours -other than continuous work

29.3.1 This sub-clause shall apply to shift workers not on continuous work as defined. Subject to 29.1.2 and 29.1.3 of this Agreement, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following basis:

- a) 38 hours within a period not exceeding seven consecutive days; or
- b) 76 hours within a period not exceeding fourteen consecutive day, or
- c) 114 hours within a period not exceeding 21 consecutive days; or
- d) 152 hours within a period not exceeding 28 consecutive days.
- e) An afternoon or night shift worker shall be allowed twenty minutes crib time in each shift which shall be counted as time worked and paid for as such.

29.3.2 The ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal. Except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours. Provided that:

- a) the ordinary hours of work prescribed hereof shall not exceed ten hours on any day;
- b) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to agreement between the employer and the majority of employees in the plant or work section or sections concerned; and
- c) by agreement between the employer, and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
 - (i) proper health monitoring procedures being introduced;
 - (ii) suitable roster arrangements being made;
 - (iii) proper supervision being provided;
 - (iv) adequate breaks being provided; an adequate trial or review process being implemented.

30. Shift Arrangements

30.1 Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

30.2 The operational requirements in the concrete production facilities are determined by the level of building activity and the performance objectives of the company. Where there is a decline or increase in demand, employees agree to work with management to cater for any changes required. These changes may include, but are not limited to the need to reduce employee numbers and/or implement an alteration in work patterns to suit the changing environment. The parties agree that being able to match levels of output to the level of demand is critical to the success of the business.

30.3 The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

30.4 A loading of 15% will apply to all afternoon shifts worked.

30.5 Should it be required, the company has the right to introduce a Night shift. Night Shift will attract a 30% loading.

30.6 Saturday shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half.

30.7 Overtime

Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Agreement or on a shift other than a rostered shift shall:

- a) if employed on continuous work be paid at the rate of double time; or
- b) if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:

30.7.1 by arrangement between the employees themselves;

30.7.2 for the purpose of effecting the customary rotation of shifts; or

30.7.3 Provided that when not less than 7 hours 36 minutes notice has been given to the employer by a relief worker that they will be absent from work and the employee who should be relieved is not relieved and is required to continue to work on the rostered day off, the unrelieved employee shall be paid double time.

30.8 Sundays and holidays

Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid as follows:

- a. Sundays- at the rate of double time
- b. Holidays as prescribed by clause 34 - Public holidays of this agreement, at the rate of double time and half.

30.8.1 Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 14 - Wage rates, of this Agreement. Where shifts commence between 11.00 p.m. and midnight on a Sunday or a holiday, the time worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

30.8.2 Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday, shall be regarded as the holiday shift.

30.8.3 Shift penalties and extra rates

30.8.4 Extra rates for Saturdays, Sundays, public holidays and periods of overtime shall be in substitution for and not in addition to the shift premiums prescribed in clause 30.4 and 30.5 hereof.

30.8.5 Toolbox talks

30.8.6 Where required by the Company, the afternoon shift employees will meet in the Team Room 15 minutes before shift start for Team and Tool Box talks, this time being paid as pre-start overtime.

31. Annual Leave

Annual leave does not apply to casual Employees.

An employee is entitled to 4 weeks paid annual leave for each year of service. Annual leave will accrue progressively during a year of service according to the employees' ordinary hours of work and will accumulate from year to year. If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

31.1 Shift workers and method of accrual

A continuous shiftworker will be entitled to an additional week of annual leave.

For the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

31.2 Taking annual leave

Paid annual leave may be taken for a period agreed between an employee and his or her employer. The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

31.3 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

31.4 Directing employees to take annual leave (Excessive Leave)

Notwithstanding s.88 of the Fair Work Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than eight 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 of 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; and
- c) The employee's remaining accrued entitlement to paid annual leave being no less than 6 weeks when any other paid annual leave arrangements are taken into account.
- d) must not require the employee to take any period of paid annual leave of less than one week

31.5 Pay rates for annual leave – Leave Loading

In respect of a period of annual leave an employee (other than a casual) shall be paid whichever is the greater of:

- i. The amount of wages the employee would have received in respect of the ordinary time the employee worked had the employee not been on leave during the relevant period. For the purpose of this paragraph, amount of wages shall include the wages prescribed by this agreement; shift work premiums according to roster or projected roster including Saturday, Sunday or public holiday shift; first aid allowance; incentive bonus scheme payments on the basis for average weekly earnings during ordinary hours over the preceding thirteen weeks, but shall not include overtime; disability rate; car allowance; meal allowance; or
- ii. the wage prescribed by this Agreement, first aid allowances where appropriate, plus a loading of 17.5% calculated on the sum of the above wage, plus first aid allowance, where appropriate.

31.6 How to calculate service for leave entitlement

In calculating service under this clause and for the purpose of clause 13- Redundancy of this agreement, all periods of leave without pay or absence on account of sickness or injury and for which an employee does not qualify for payment under this agreement, shall not count. Provided however this exclusion shall not apply to an injury for which compensation payable under an Act of Parliament relating to workers compensation in respect of a period of less than twelve months.

31.7 Annual close down

31.7.1 Where an employer intends temporarily to close (or reduce to nucleus) the establishment or a section thereof for the purposes (inter alia) of allowing annual leave to the employees concerned or a majority of them, the employer may give in writing to such employees one months' notice (or, in the case of any employees engaged after giving of such notice, notice on the date of the employee's engagement) that the employer elects to apply the provisions of this subclause; and

31.7.2 Where an Employee has been given notice pursuant to clause 31.7.1 of the Agreement and the Employee has:

- a) accrued sufficient annual leave to cover the full period of closing, the Employee must take paid annual leave for the full period of closing;
- b) insufficient accrued annual leave to cover the full period of closing, the Employee must take paid annual leave to the full amount accrued and leave without pay for the remaining period of the closing; or
- c) no accrued annual leave, the Employee must take leave without pay for the full period of closing.

31.7.3 Leave Rostering of some employees may be required during periods of annual leave close down. By agreement with relevant employees their leave entitlement will be taken at another time considered mutually convenient.

31.8 An Employee will also be entitled to annual leave accrued during time off due to an injury for which compensation is payable under Victorian legislation relating to workers' compensation in respect of a period of less than twelve months.

32. Parental leave

Refer to NES

33. Personal Leave

For the purposes of this clause, the following definitions shall apply:

de facto partner of an Employee:

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

immediate family of an Employee means:

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

Family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an Employee that:

- a) seeks to coerce or control the Employee; and
- b) causes the Employee harm or to be fearful.

A *close relative* of the Employee is a person who:

- a) is a member of the Employee's immediate family; or
- b) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

33.1 Entitlement to paid personal/carer's leave

Paid personal/carer's leave applies to Employees, other than casual Employees.

Amount of leave:

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

Accrual of leave:

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

33.2 Taking paid personal/carer's leave

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

- a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting
- b) the Employee; or
- c) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

33.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

33.4 Payment for paid personal/carer's leave

If an Employee takes a period of paid personal/carer's leave, the Company must pay the Employee at the employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.5 Entitlement to unpaid carer's leave

An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

33.6 Taking unpaid carer's leave

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 33.5.

An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (i) a single continuous period of up to 2 days; or
- (ii) any separate periods to which the Employee and the Company agree.

- (iii) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

33.7 Entitlement to compassionate leave

An Employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when:

- a) a member of the Employee's immediate family or a member of the employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies; or
 - iv. a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - v. the Employee, or the Employee's spouse or de facto partner, has a miscarriage.
- b) Clause 33.7 a) v. does not apply:
 - i. if the miscarriage results in a stillborn child; or
 - ii. to a former spouse, or former de facto partner, of the Employee.

33.8 Taking compassionate leave

- a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - i. to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 33.7; or
 - ii. after the death of the member of the Employee's immediate family or household, or the stillbirth of the child, referred to in clause 33.7; or
 - iii. after the Employee, or the employee's spouse or de facto partner, has the miscarriage referred to in clause 33.7.
- b) An Employee may take compassionate leave for a particular permissible occasion as:
 - i. a single continuous 2 day period; or
 - ii. 2 separate periods of 1 day each; or
 - iii. any separate periods to which the Employee and the Company agree.
- c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

33.9 Payment for compassionate leave (other than for casual employees)

If an Employee, other than a casual Employee, takes a period of compassionate leave, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

33.10 Entitlement to family and domestic violence leave

Paid in line with the NES.

33.11 The Employee may take paid family and domestic violence leave as:

- (a) a single continuous 10 day period; or
- (b) separate periods of one or more days each; or

(c) any separate periods to which the Employee and the Company agree, including periods of less than one day.

33.12 To avoid doubt, this clause does not prevent the Employee and the Company agreeing that the Employee may take more than 10 days of paid leave to deal with the impact of family and domestic violence.

33.13 Taking paid family and domestic violence leave

The Employee may take paid family and domestic violence leave if:

- a) the Employee is experiencing family and domestic violence; and
- b) the Employee needs to do something to deal with the impact of the family and domestic violence; and
- c) it is impractical for the Employee to do that thing outside the Employee's ordinary hours of work.

33.14 Confidentiality

- a) The Company must take steps to ensure information concerning any notice or evidence an Employee has given under clause 33.15 of the Employee taking paid family or domestic violence leave is treated confidentially, as far as it is reasonably practicable to do so.
- b) Nothing in this clause prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

33.15 Notice and evidence requirements

Notice

- a) An Employee must give the Company notice of the taking of leave under this clause by the Employee.
- b) The notice:
 - i. must be given to the Company as soon as practicable (which may be a time after the leave has started); and
 - ii. must advise the Company of the period, or expected period, of the leave.

Evidence

An Employee who has given the Company notice of the taking of leave under this clause must, if required by the Company, give the Company evidence that would satisfy a reasonable person that:

- a) if it is paid personal/carer's leave—the leave is taken for a reason specified in clause 33.2; or
- b) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in clause 33.5; or
- c) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in clause 33.7; or
- d) if it is paid family and domestic violence leave – the leave is taken for the purpose specified in clauses 33.13.

Compliance

An Employee is not entitled to take leave under this clause unless the employee complies with this clause.

34. Public Holidays

34.1 All employees (other than casuals) shall be entitled without deduction of pay to the public holidays mentioned in this clause, or the day or days substituted by an Act of parliament or Proclamation in lieu of such public holidays.

- 34.2 By agreement between the employer and the employee other days may be substituted for such days.
- 34.2.1 In Victoria: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Labour Day; Melbourne Cup Day; Queen's Birthday; Christmas Day; Boxing Day.
- 34.2.2 Where an additional day or part day is declared or prescribed by or under a law of the commonwealth or of the State to be observed generally within the State or region of the State as a public holiday, such a day shall be a public holiday under this Agreement.
- 34.3 Substitution of certain public holidays which fall on the weekend: For the purposes of this Agreement:
- i. When Christmas Day is a Saturday or a Sunday a public holiday in lieu shall be observed on 27 December.
 - ii. When Boxing Day is a Saturday or Sunday a public holiday in lieu shall be observed on 28 December.
 - iii. When New Years' Day or Australia Day is a Saturday or Sunday a public holiday in lieu shall be observed on the next Monday.
- 34.4 Payment for time worked on public holidays.

Double time and one half shall be the rate payable for all work done on public holidays with a minimum payment as for four hours work. In the event of an employee attending for work but not being required, they shall be paid a minimum payment as for four hours work.

35. Individual Flexibility

- 35.1 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.
- 35.2 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.
- 35.3 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:

- e) the terms of the enterprise agreement that will be varied by the arrangement; and
 - f) how the arrangement will vary the effect of the terms; and
 - g) 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
 - h) states the day on which the arrangement commences.
- 35.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 35.5 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.

36. Consultation

Employees may appoint a representative for the purposes of the procedures in this term.

Consultation about major workplace change

- 36.1 If the Company proposes to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must:
- a) give notice of the changes to all Employees who may be affected by them, the relevant union, and any other representatives (if any); and
 - b) discuss with affected Employees, the relevant union, and any other representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on Employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on Employees; and
 - c) commence discussions as soon as practicable.
- 36.1.2 For the purposes of the discussion under clause 36.1(b), the Company must give in writing to the affected Employees, the relevant union, and any other representatives (if any) all relevant information about the changes including:
- a) their nature; and
 - b) their expected effect on Employees; and
 - c) any other matters likely to affect Employees.
- 36.1.3 Clause 36.1 b) does not require the Company to disclose any confidential information if its disclosure would be contrary to the Company's interests.
- 36.1.4 The Company must promptly, properly and genuinely consider any matters raised by the Employees, the relevant union, and any other representatives (if any) about the changes in the course of the discussion under clause 36.1b).
- 36.1.5 In clause 36.1 significant effects, on Employees, includes any of the following:
- a) termination of employment; or
 - b) major changes in the composition, operation or size of the Company's workforce or in the skills required; or
 - c) loss of, or reduction in, job or promotion opportunities; or

- d) loss of, or reduction in, job tenure; or
 - e) alteration of hours of work; or
 - f) the need for Employees to be retrained or transferred to other work or locations; or
 - g) job restructuring.
- 36.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause 36.1.5, such alteration is taken not to have significant effect.
- 36.2 Consultation about changes to rosters or hours of work
- 36.2.1 Clause 36.2 applies if the Company proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 36.2.2 The Company must consult with any employees affected by the proposed change and their representatives (if any).
- 36.2.3 For the purpose of the consultation, the Company must:
- a) provide to the Employees and representatives mentioned in clause 36.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - b) invite the Employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 36.2.4 The Company must consider any views given under clause 36.2.4b),,l
- 36.2.5 Clause 36.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.
- Nothing in this clause requires the Company to disclose confidential or commercially sensitive information to the relevant Employees.

37. Disputes Settlement Procedure

- 37.1 The procedure for the resolution of any disputes:
- a) About any matters arising under the Agreement; or
 - b) In relation to the NES; or
 - c) Matters pertaining to the employment relationship between the Employee and the Company, will be in accordance with the following:
- 37.2 Procedure for dispute between employees and the company:
- a) The Employee is required to notify (in writing or otherwise) their supervisor or manger as to the substance of the grievance, request a meeting to discuss the grievance and state the remedy sought.
 - b) A grievance should initially be dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority.
 - c) Reasonable time limits must be allowed for a discussion at each level.

- d) At the conclusion of the discussion, the supervisor or manager must provide a reasonable response to the Employee's grievance which may include advise to the effect that if the grievance cannot be resolved at the site level the matter will then be referred to senior management with the aim of resolving the dispute) The Employee may appoint another person, organisation or association to accompany or represent them in the whole or part of this procedure.

37.3 Procedure for a dispute between the company and employees:

- a) A question, dispute or difficulty should initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b) Reasonable time levels must be allowed for discussion at each level of authority.
- c) A party to the dispute may appoint another person, organisation or association to accompany or represent them in the whole or part of this procedure.

37.4 Procedure for referring disputes to Fair Work Commission:

- a) Subject to if a dispute in relation to a matter arising under this Agreement or the NES is unable to be resolved at the workplace and all agreed steps for resolving it have been taken the dispute may be referred to Fair Work Commission for resolution by mediate and/or conciliation and if the dispute remains unresolved, by arbitration.
- b) If arbitration is necessary Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- c) The decision of the Member will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- d) A party to the dispute may appoint another person, organisation or association to accompany or represent them in the proceedings before Fair Work Commission.
- e) Despite the foregoing, the Fair Work Commission may deal with any dispute arising pursuant to sections 65(5) or 76(4) of the Fair Work Act 2009.

37.5 Work to continue

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

- a) The status quo ante will prevail, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; then
- 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. Applicable occupational health and safety legislation would not permit the work to be performed; or
 - ii. The work is not appropriate for the employee to perform; or
 - iii. The Employee can demonstrate other reasonable grounds to refuse to comply with the direction.

38. Signatories

Signed for and on behalf of the Company

Signatory Name:

Signatory Address:

Basis of Signatory's authority to sign the Agreement:

Signature:

Date:

Signed for and on behalf of the Australian Workers' Union

Signatory Name:

Signatory Address:

Position within Organisation/basis of authority to sign the Agreement:

Signature:

Date:

Signed for and on behalf of the Australian Manufacturing Workers' Union

Signatory Name:

Signatory Address:

Position within Organisation/basis of authority to sign the Agreement:

Signature:

Date:

