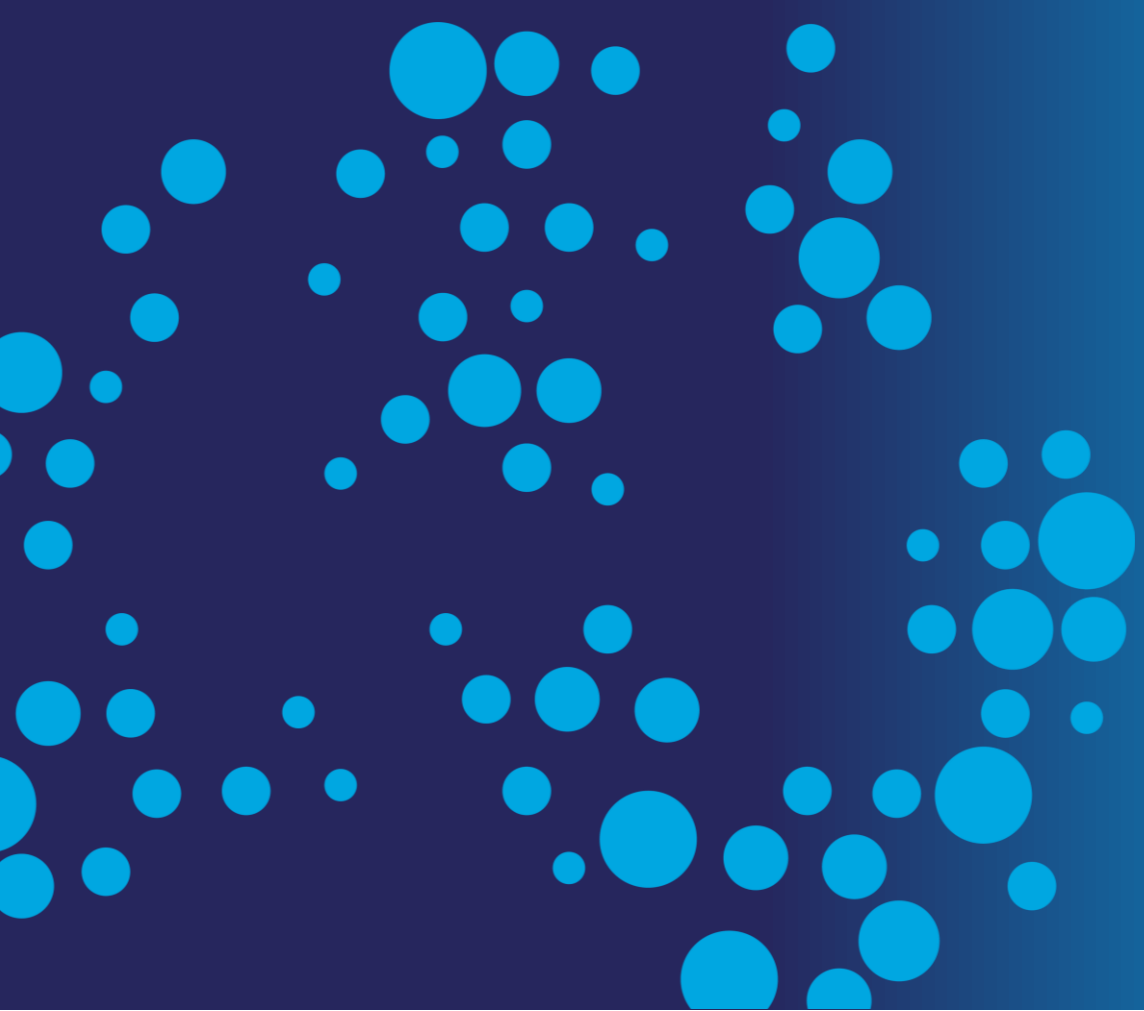




HURD HAULAGE PTY LTD QUARRY OPERATIONS ENTERPRISE AGREEMENT 2024



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Part 1 – Parties Bound, Operation and Variation

1.1 Application of the Agreement

This Agreement is known as the Hurd Haulage Pty Ltd Quarry Operations Enterprise Agreement 2024 (“**the Agreement**” or “**this Agreement**”).

Parties covered by this agreement are:

Hurd Haulage Pty Ltd;

All Employees engaged by Hurd Haulage Pty Ltd in the Northern New South Wales Region (Grants Head, Dunbogan, Yarrabee Road and Tumbulgum Quarries) who are covered by the classifications within the Agreement.

1.2 Definitions

In this Agreement:

"Act" means the Fair Work Act 2009.

"Agreement" means this Enterprise Agreement.

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

"FWC" or "Commission" means the Fair Work Commission.

"Employer or Company" means or refers to Adbri, Hurd Haulage Pty Ltd, ABN 610 017 387 09.

"Employee" means an Employee bound by this Agreement.

"NES" means National Employment Standards.

"Award" means Cement, Lime and Quarrying Award 2020 and the Manufacturing and Associated Industries and Occupations Award 2020.

1.3 Commencement and Duration of the Agreement

This Agreement shall commence from the first full pay period seven (7) days after the date of approval by the Fair Work Commission (“FWC”). The Agreement will have a nominal expiry date of **30th August 2027**.

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

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

1.4 Conditions of Employment

Employees will observe Company policy as issued from time to time. Company policies do not form part of this Agreement. Throughout the life of the Agreement, if an employee does not comply with company policies, this will not constitute a breach of the Agreement.

1.5 Application of Award Conditions and the NES

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

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

This Agreement should be read in conjunction with the National Employment Standards (NES) which is amended from time to time. Where a provision of the NES is more generous than the Agreement, the NES will prevail. A copy of the Fair Work Information Statement containing the NES and the Casual Employment Information Statement can be provided by Human Resources, or you can use the links below.

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

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

1.6 Validity of this Agreement

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

1.7 Model Flexibility Term

Individual employees and the company can agree to enter into written arrangements for more flexible working conditions. If that happens, the Fair Work Act contains a "model flexibility term", and that, as amended from time to time, forms part of this agreement.

The employer and employee covered by this 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.

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.

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.

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

The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than twenty-eight (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

2.1 Consultation

2.1.1 Model Consultation Term

(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.

2.1.2 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 three (3) to nine (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.

2.1.3 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).

2.2 Dispute Resolution

2.2.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards; then this term sets out procedures to settle the dispute.

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

2.2.3 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.

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

2.2.5 FWC may deal with the dispute in 2 stages:

- (a) FWC 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

2.2.6 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.

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

2.3 Behaviour and Performance Management

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

Where the Employee's continued performance or behaviour does not meet expectations, disciplinary action up to and including termination of employment could occur.

During this process the Employee may choose to have a person of their choosing present as a support person for the Employee which may be the delegate.

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

Part 3 - Types of Employment and Classifications

3.1 Types of Employment

Full time Employees

A full Time Employee is employed on a permanent basis, and they work thirty-eight (38) ordinary hours a week, to be averaged over a four (4) week period.

Part-Time Employees

Part-Time Permanent Employees means Employees engaged to work less than thirty-eight (38) ordinary hours per week, averaged over up to four (4) weeks.

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

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

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

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

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

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

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

Fixed Term or Maximum Term Employees

A Fixed-Term or Maximum Term Employee is an Employee who will be employed by us for a fixed period of time or for a specific project/event of finite duration as determined by their contract of employment or letter of offer.

The contract may be extended by agreement or notice will be given two (2) weeks prior than the contract expiry date, otherwise the contract will expire in line with the letter of offer.

3.2 Casual Employees

3.2.1 A casual Employee is not a permanent Employee but rather their hours of work and employment are subject to their availability to work and the Employer's need for their services.

3.2.2 There is no obligation on the Company to provide a casual Employee with work. Irrespective of hours worked, a casual Employee shall be paid a minimum of four (4) hours work for each start.

3.2.3 An employer must, wherever practicable, notify a casual employee if their services are not required the next working day.

3.2.4 A casual Employee is not entitled to any paid leave entitlements (other than long service leave), payment for public holidays not worked, and notice on termination or severance pay.

3.2.5 A casual Employee will receive a 25% loading which will be applied to the ordinary rates of pay listed in Schedule 1 of this Agreement. The loading compensates a casual for the entitlements in clause 3.2.3.

3.2.6 A casual Employee's employment may be terminated by either party providing one (1) days' notice. This does not affect the right of the Company to dismiss a casual Employee without notice for misconduct or other lawful cause that justifies summary dismissal.

3.3 Conversion of Casual Employment

The employer will offer casual employees either full-time or part-time employment if the employee:

- Has been employed with the employer for at least twelve (12) months; and
- Has worked a regular pattern of hours for at least the last six (6) months; and
- The regular pattern of hours could continue on a full-time or part-time basis without significant change.

The employer will make an offer of full-time or part-time employment in writing within twenty-one (21) days after the employee becomes eligible and the employee must respond in writing within twenty-one (21) days of receiving the written offer.

The employer does not have to make an offer of full-time or part-time employment if there are reasonable grounds for them not to, or if the employee is not eligible.

The employee may make a request to transfer to either full-time or part-time employment if:

- The employee has been employed for at least twelve (12) months; and
- The employee has worked a regular pattern of work in the last six (6) months; and
- The regular pattern of hours could continue on a full-time or part-time basis without significant change; and
- The employee hasn't refused an offer from the employer to transfer to full-time or part-time employment in the previous six (6) months; and
- The employer hasn't told the employee in the previous six (6) months that they won't offer conversion on reasonable grounds; and

- The employer hasn't already refused a request for casual conversion from the employee in the previous six (6) months.

Employees must make their request in writing and the employer will respond in writing within twenty-one (21) days of receiving the request.

The employer may refuse the request if they have reasonable grounds and following consultation with the employee.

3.4 Probationary Period

The initial six (6) months of a full or part time Employee's employment will be as a probationary Employee.

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

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

Part 4 – Hours of Work

4.1 Ordinary Hours of Work

4.1.1 The ordinary hours of work shall average thirty-eight (38) hours per week (exclusive of all meal breaks) worked over a cycle of four (4) consecutive weeks.

4.1.2 Ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday.

4.1.3 You can be rostered to work ordinary hours between the hours of 4.00 am to 8.00 pm Monday to Friday inclusive, with no more than eight (8) ordinary hours to be worked in any one day. If you complete your hours of work between 4.00 am and 8.00 pm, Monday to Friday, you will be deemed a Day Shift worker. Day Shift does not receive any shift loadings.

4.1.4 Ordinary hours may be a maximum of twelve (12) hours or a minimum of four (4) hours on any one day or shift.

4.1.5 Any work done outside of these hours will be paid as overtime or at shift penalty rates.

4.1.6 The Company may stagger an employee's start time between the hours of 4.00 am and 8.00 pm as operational needs dictate. The Company will endeavour to provide employees with as much notice to start times as possible.

4.1.7 If the Employee is unable to start work, the Employee is to notify the quarry before the nominated start time or as soon as reasonably practicable.

4.2 Shift Workers

For the purposes of this Clause:

4.2.1 The ordinary hours of work shall average thirty-eight (38) hours per week (exclusive of all meal breaks) worked over a cycle of four (4) consecutive weeks.

4.2.2 Ordinary hours of work may be worked on any day or all of the days of the week, Monday to Sunday.

4.2.3 Afternoon shift means any shift finishing after 8.00pm and prior to 12:00am.

4.2.4 Night shift means any shift finishing after 12:00am and at or before 4:00am.

4.2.5 Rostered shift means a shift of which the Employee concerned has had at least forty-eight (48) hours' notice. If notice is not given, overtime rates will apply to work done outside of the rostered shift hours within forty-eight (48) hours of being notified of the change.

4.2.6 Shiftwork means work extending for at least two (2) weeks and performed either in daily recurrent periods, wholly or partly between the hours of 5:00pm and 8.30am or in regular rotating period but does not include work performed by day workers employed under Clause 4.1.

4.3 Rosters

4.3.1 Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts.

4.3.2 The method of working shifts may in any case be varied by agreement between the Employer and the majority of Employees concerned.

4.3.3 Except where clause 4.1.2 applies, 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.

4.3.4 For ordinary hours of shift, shift workers will be paid the following extra percentages of the rate prescribed for their respective classifications in **Schedule 1**:

Afternoon shift	17.5%
Night shift	30%

4.3.5 If an employee is rostered to work an afternoon shift, the employee must be paid an afternoon shift allowance of 15% is to be paid.

4.3.6 If an employee is rostered to work a night shift which rotates, the employee must be paid a night shift allowance of 15% extra for such shift. Where an employee works permanent night shifts, a night shift allowance of 30% is to be paid.

4.3.7 If an employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the employee must be paid at the rate of time and a half for the first two (2) hours and double time thereafter and such extra rate will be in substitution for and not cumulative upon the afternoon or night shift allowance.

4.3.8 If an employee works a shift, part of which is on a Sunday, the employee must be paid at the rate of double time and such extra rate will be in substitution for and not cumulative upon the afternoon or night shift allowance.

4.3.9 If an employee is employed as a Tradesperson, who works on any afternoon or night shift which does not continue for at least five (5) consecutive afternoons or nights must be paid at the rate of 150% of the ordinary hourly rate for the first three (3) hours and 200% of the ordinary hourly rate thereafter for each shift.

4.3.10 Despite any of the provisions of Clause 4.3, each shift must be paid for at the rate applicable to the day on which the major portion of the shift is worked. Where the major portion of a shift falls on a public holiday, the whole of the shift will be regarded as a public holiday shift.

4.3.11 If the Employee is unable to start work the Employee is to notify the quarry before the nominated start time or as soon as practicably possible.

4.4 Overtime

Employees may be required to work reasonable overtime on a regular basis in order to fulfil the requirements of their position and meet operational needs.

In this clause overtime means hours that are worked either outside of the span of hours in **Clause 4.1** or in excess of the limit of hours defined by their rostered hours.

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

Overtime during Monday to Saturday will be at time and half (150%) for the first two (2) hours and double time (200%) thereafter.

If you are required to work Saturday overtime, you will be paid time and half (150%) for the first two (2) hours and double time (200%) thereafter with a minimum payment of four (4) hours. Work commencing from 12:00 pm on a Saturday will be paid at double time (200%).

Overtime on a Sunday will be paid at double time (200%) for the entire shift with a minimum payment of four (4) hours.

Overtime on a Public Holiday will be paid at double time and a half (250%) for the entire shift with a minimum payment of three (3) hours, excluding Christmas Day and Good Friday, where triple (300%) will be paid.

4.5 Breaks

4.5.1 Meal Breaks

The Employee will receive a meal break each day:

- (a) To be thirty minutes duration;

(c) Taken at a time suitable to the Company's operational demands, taking into account relevant Legislation.

4.5.2 Rest Breaks

All employees shall be entitled to a rest break of 15 minutes duration in the employer's time, each day Monday to Friday (Monday – Sunday for shift workers). Such rest break shall be taken at such times as will not interfere with the continuity of work.

4.5.3 Overtime Breaks

Where an employee works greater than ten (10) hours in one (1) day or shift, the employee will be entitled to a thirty (30) minute unpaid meal break after ten (10) hours worked, provided that work will continue after the break. Where the employee is a shift worker, the meal break will be paid at the ordinary hourly rate.

4.5.4 Minimum Break between shifts

If an employee works overtime, where practicable work will be arranged so as to allow the employee to have at least a ten (10) hour break between shifts and employees will not lose pay for ordinary hours occurring during this absence. If an employee resumes work without having had a ten (10) hour break, the employee will be paid 200% of the ordinary hourly rate until they can have a ten (10) hour break and will not lose pay for ordinary hours occurring during this absence.

This clause will apply in the case of shift workers who rotate from one shift to another as if eight (8) hours were substituted for ten (10) hours when overtime is worked for the purpose of changing shift rosters or if a shift worker does not report for duty.

Part 5 – Remuneration

5.1 Your Pay

Full and part-time Employees will be paid the rate of pay prescribed in **Schedule 1** of this agreement for the classification in which they are employed.

Casual Employees will receive a 25% loading which will be applied to the ordinary rate of pay prescribed in **Schedule 1** of this agreement for the classification in which they are employed.

In addition to normal overtime rates, a casual employee while working overtime or outside of the scope of ordinary hours will be paid on an hourly basis as per their classification in **Schedule 1** of this agreement, plus a loading of 10%.

Wages will be paid weekly by electronic funds transfer to your nominated bank account.

5.2 Allowances

Allowances will be paid as per **Schedule 2** of this agreement.

5.3 Superannuation

The Company will pay superannuation contributions into your compliant, nominated fund at the rates prescribed by the prevailing superannuation legislation.

Our default fund is the **Adbri Group Superannuation Fund**, part of the Mercer Super Trust which offers a MySuper product. If you would like more information on our fund, please email payroll at payroll@adbri.com.au.

All Employees have a choice of nominating a superannuation fund that complies with the legislation. You must nominate your fund within twenty-eight (28) days of commencing employment with us. If you do not nominate a complying superannuation fund during this time, Adbri will pay your superannuation contributions into our default fund.

All Employees are eligible to make additional superannuation contributions on a salary sacrifice basis, subject to legislative requirements. To participate, you must contact payroll and complete the relevant paperwork. It is important to seek your own financial advice regarding additional superannuation contributions.

Part 6 – Work, Health and Safety (WHS)

6.1 Work, Health and Safety

6.1 Employees agree to implement and comply with WHS requirements in the workplace.

6.1.1 Employees agree to carry out any instructions, policies and decisions made to promote and maintain a safe workplace required by relevant WHS legislation, including any further requirements specific to the pre-mixed concrete industry and delivery workplace - even if not specified in the legislation.

6.1.2 Employees will wear appropriate safety clothing when required and use appropriate safety equipment as required by the Employer.

6.1.3 Employees will not be impaired by alcohol or illegal drugs during working hours.

6.1.4 If any Employee is temporarily taking medication or suffering from any condition that may affect or limit their ability to carry out normal job tasks or work with specific vehicles, equipment or plant, then they are to advise the Company and alternative work arrangements may be made.

6.1.5 Failure to comply with any of clauses 6-5 will result in disciplinary action up to and including termination of employment.

6.2 Medical Examinations

The Company:

- (a) May require a prospective Employee to undertake a medical examination by a qualified and practicing medical practitioner prior to the Company offering employment.
- (b) May require an Employee whilst in employment to undertake medical examinations by a qualified and practicing medical practitioner at the Company's request from time to time.
- (c) Will make the results of such tests available to the Employee.
- (d) May terminate employment if the Employee is considered medically unfit for work or unable to safely drive a vehicle.
- (e) Will treat all medical records with the strictest confidence.
- (f) Will nominate the medical practitioner and will bear all associated expenses.

6.3 Fitness for Work

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

If employees fail to comply with the Fitness for Work Policy, this will result in disciplinary action up to and including the termination of their employment.

6.4 Clothing

6.4.1 Uniforms

The Employee will:

- (a) Be provided with a uniform of a style and quality suitable to the Company.
- (b) Have the uniform replaced when worn out, on an exchange basis.
- (c) Wear the uniform provided.

6.4.2 Safety Boots

The Company will provide one pair of suitable approved work boots to each Employee. The work boots will be replaced when worn out, on an exchange basis.

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

These safety boots are to be worn only when the Employee is engaged in work for the Company.

6.4.3 Protective Items (PPE)

When required the Company will supply:

- (a) Gloves
- (b) Eye protection
- (c) Hearing protection
- (d) Wet weather gear
- (e) Safety helmets

Part 7 – General Conditions

7.1 Special Conditions

7.1.1 Performance of Employee's duties

An Employee is to carry out their duties:

- (a) with due care and proper skill in a proper, thorough, and professional manner;
- (b) safely, and in accordance with the Company's safety requirements;
- (c) in accordance with the day-to-day operational directions given by the Company from time to time;
- (d) in accordance with any written direction or procedures manual or other specifications the Company provides from time to time.

All employees are expected to commit to learn to use all company assets and equipment as requested in order to improve the overall versatility of the workforce.

7.1.2 Classifications and Work Requirements

Classification details are included in Schedule 1 of this agreement.

- (a) all Employees, subject to their qualifications, experience, and fitness, are required to perform all tasks reasonably requested of them, including those tasks that are incidental or of a lower classification to the main functions of their position.
- (b) employees allocation to tasks and the location of work will be at the Employer's direction considering operational requirements.
- (c) Nothing in this Agreement precludes the Employee from being appointed to another classification of work within this Agreement or others within the business, in which case this Agreement continues to apply.

7.1.3 Performance of Employee's duties include:

- (a) To do all work to the best of their ability, skill, and competence.
- (b) To carry out their work at places reasonably requested by us. iii. To comply with our policies, practices or procedures as varied by us from time to time.

- (c) To report to us immediately any breach or suspected breach of our policy, practices or procedures or any act of misconduct of which they become aware.
- (d) To do their best to promote, and not harm, our business, interests, and reputation. vi. To attend and remain at their place of work unless their absence is authorised.
- (e) To comply with all of our reasonable instructions in order to protect both Employees own health and safety and the health and safety of other Employees and any other person having dealing with us at the workplace.
- (f) For a reasonable cause to attend a doctor nominated by us for a full medical examination if requested by us at any time. The examination may also include a drug and alcohol test.
- (g) To keep confidential any “Confidential Information” they become aware of through their employment with us. Confidential Information includes all information relating to our business or operational interests, our methodology and affairs, financial information, and anything else we notify them as being confidential. Nothing in this clause precludes them from divulging information about this Agreement to any other person.
- (h) Employees agree to respect and value the diversity of our workplace by helping to prevent and eliminate unlawful discrimination, harassment, and bullying.
- (i) Employees agree to comply with relevant WHS Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.

7.1.4 Shared Responsibilities

- (a) The Company and the Employee agree to comply with relevant WHS Acts and Regulations, implementation of industry codes and practices to provide a safe workplace.
- (b) The Company and the Employee will make every effort to ensure that the workplace is free from harassment and agree to observe established procedures and consultative processes to help achieve this objective.
- (c) Where applicable the Employee will comply with our record and timekeeping requirements. We will maintain pay records in accordance with the Act.

7.1.5 Chain of Responsibility (CoR)

Employees are to be proactive in maintaining their knowledge and understanding of the legal requirements relating to the operation of heavy vehicles, including the concept of Chain of

Responsibility and the related responsibilities that each individual must meet. Training will be provided to all employees and will apply to any new or replacement laws concerning the regulation of heavy vehicle.

7.1.6 Training

Training is an important part of Employees' employment.

Employees are to undertake training as required by the Employer to ensure they have all the skill and competencies needed to perform all of the tasks required by their role.

Provided that the Employer has consulted with the Employee, and they agree, some training may be undertaken in the Employee's own time on a non-paid basis.

The Employer will meet the costs of training that the Employer directs Employees to undertake.

Employees are required to teach work skills and procedures to other Employees as and when required by the Employer.

If an Employee does not hold an appropriate current qualification or licence, then they are strictly forbidden from participating in activities that require that qualification or licence.

The National "White Card" is the minimum induction competency required for construction work.

7.2 Licences

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

If a fundamental part of an Employee's employment is to hold a qualification or licence, a loss of that qualification or licence may result in the Employee to put forward a case as to why their employment should not be terminated.

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

7.3 Anti-Discrimination

The parties to this Agreement agree that:

It is the Employee's and the Employer's intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of

race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in Clause 2.2 of this Agreement.

7.4 Workplace Harassment

As previously mentioned in Clause 7.3 “Anti-Discrimination” above, Employees are to respect the value of diversity in the workplace by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin. Further, the Employee will keep the workplace free from all forms of racial, sexual or other harassment.

An Employee will not harass or attempt to harass another Employee or any other person whilst at work, neither in an intentional or joking manner.

Failure to comply with **Clause 7.4** will lead to disciplinary action up to and including termination of employment.

7.5 Declarations to The Employer

If an Employee wishes to hold a second job with someone else, they must advise the Employer of this in writing. The Employer may oppose that request and they must comply with the Employer’s decision if the Employer is of the opinion, it will harm the business or negatively affect the Employees ability to work for the Employer. The Employer will put the final decision in writing to the Employee.

All Employees declare in their employment application that all of the information provided by them to the Employer is accurate and complete. Employees are required to disclose all pre-existing injuries and diseases of which they are aware may affect their proposed employment. Failure by the Employee to disclose any relevant or factual information may result in the termination of their employment summarily.

Part 8 – Leave and Public Holidays

8.1 Annual Leave

Full-time Employees are entitled to four (4) weeks paid annual leave per year which accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

Part-time Employees will accrue annual leave on a pro-rata basis based on the average hours worked in any ordinary week.

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

An Employee may be required to take a nominated period of annual leave due to a partial or complete shutdown of the business. The Employer will advise the Employee of the dates to be taken prior to the shutdown, providing at least one (1) months' notice.

Remaining annual leave will be taken at times agreed between the Employee and the Employer. In the absence of agreement, the Company may direct the Employee to take leave in accordance with the Act.

It is expected that Employees will take their yearly annual leave entitlement (4 weeks) within the twelve (12) months immediately after it becomes available. Should this present difficulty for an Employee, then their situation should be discussed and approved by their immediate Manager.

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

Leave loading is payable at the highest of either 17.5% on the value of annual leave taken or a premium based on the shift loading the Employee would have received had they worked.

Any annual leave accrued but not taken will be paid out on termination of employment based on the Employee's ordinary rate of pay at that time.

8.2 Personal & Carer's Leave

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

Part-time Employees will accrue personal/carer's leave on a pro-rata basis based on the average hours worked in any ordinary week.

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

Employees will receive payment for the day of the absence based on their ordinary rate of pay. The hours paid as personal/carer's leave will be deducted from the Employee's accrued entitlement.

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

Employees are required to produce a medical certificate for any absence taken for personal/carer's leave. An Employee will not be required to produce a medical certificate where the circumstances would make it unreasonable for them to do so. In this case they must provide the Employer with a statutory declaration that sets out the reason for their absence and why they could not obtain a medical certificate.

If an Employee requires to take personal/carer's leave, then they must inform the Employer as soon as is reasonably practicable and, in any event, prior to the start of their shift, unless they are unable to comply with this requirement due to reasons beyond their control. Such advice must include:

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

If it is not practicable for the Employee to give the Employer prior notice of their absence, then they must notify the Employer [by telephone] at the first practicable opportunity. Failure to provide such notice may result in non-payment of personal leave.

Unused personal leave will accrue from year to year.

Unused personal leave will not be paid out on termination.

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

8.3 Public Holidays

8.3.1 Public holidays will be those prescribed by the relevant state Public Holidays legislation and one other day in accordance with clause 8.3.5.

8.3.2 Full or part time Employees will not lose ordinary pay as a result of a public holiday falling on an ordinary rostered day. Full or part time Employees will be paid the ordinary rate for that day.

8.3.3 The Employer may require an Employee to work on a public holiday where such a requirement is reasonable. An Employee who works on a public holiday will be paid at the rate of double time and one half for all time worked, (excepting on Christmas Day and Good Friday when triple time will be paid), provided that an alternative day is not taken in lieu of the holiday.

8.3.4 If an Employee fails to report for work on the day prior to or the day following a public holiday without lawful reason, then they may not be paid for that public holiday.

8.3.5 The employer undertakes that, notwithstanding the provisions of clause 8.3, a public holiday for an employee may only be substituted where that employee has provided their individual agreement to such substitution.

8.4 Compassionate Leave

Full and part-time Employees are entitled to paid compassionate leave for up to two (2) days per occasion.

Employees can take compassionate leave if:

- a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury
- a baby in their immediate family or household is stillborn
- they have a miscarriage, or
- their current spouse or de facto partner has a miscarriage.

An employee's immediate family includes their:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling.

Immediate family also includes:

- the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner)
- step-relations (for example, step-parent and step-child)
- adoptive relations.

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

Employees must advise the Employer as soon as possible of their need to take compassionate leave. Compassionate leave is non-cumulative.

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

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

8.5 Long Service Leave

Employees are entitled to long service leave subject to the qualifying conditions and terms of the relevant New South Wales State legislation, currently the *New South Wales Long Service Leave Act 1955* as amended from time to time.

8.6 Parental Leave

Employees are entitled to Parental Leave in accordance with the NES and where applicable, any Adbri Policy that may provide a benefit more generous than the NES.

8.7 Jury Service Leave

If an Employee is required to undertake jury service, then the Company is to be advised of the details as soon as such advice is received.

After attendance, the Employee is to provide proof of such attendance and the amount of payment received. The Company will then reimburse the shortfall (if any) between the payment and the Employee's ordinary hourly rate.

8.8 Family & Domestic Violence Leave

Employees are entitled to Family & Domestic Violence Leave in accordance with the NES and where applicable, any Adbri Policy that may provide a benefit more generous than the NES.

8.9 Community Service Leave

Employees are entitled to Community Service Leave in accordance with the NES and where applicable, any Adbri Policy that may provide a benefit more generous than the NES.

Part 9 – Termination of Employment and Redundancy

9.1 Termination of Employment

The Employer may terminate an Employee's employment in the following (but not exhaustive) circumstances:

- (a) Serious misconduct by an Employee.
- (b) A fundamental or serious breach by an Employee of the Employer's policies and practices.
- (c) A fundamental or serious breach by an Employee of this Agreement.
- (d) A failure by an Employee to perform or conduct themselves to a satisfactory standard on a consistent basis (so long as they have been told the problems with their performance and been given an opportunity to improve to the required standard).
- (e) Conduct that would warrant summary dismissal at common law.
- (f) If an Employee is persistently absent or late without proper cause.
- (g) An act of gross negligence by an Employee.
- (h) At any time during the probationary period.
- (i) At any time within the first twelve (12) months of the Employee's employment if they are employed on a casual basis of any kind.

9.2 Notice of termination by an Employee (Resignation)

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

The employer undertakes that, notwithstanding the provisions of clause 9.2 and 9.5, where an employee resigns and fails to provide the required period of notice, no deductions will be made from accrued leave entitlements.

9.3 Abandonment of Employment

An absence from work for a continuous period exceeding three (3) working days without notification to us will be prima facie evidence that you have abandoned your employment. We will make all reasonable attempts to contact you regarding your absence but after fourteen (14) days, your employment will be terminated with notice.

9.4 Return of Company Property

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

For the purpose of this clause 'Property' includes:

- a) Anything that the company has purchased for you to do your job;
- b) Anything the Employee should be reasonably aware of that is our property.
- c) For example, 'Property' includes but is not limited to keys, uniforms, phones, computers, and equipment.

9.5 Notice Period

In order to terminate an Employee's employment if they are a full-time or part-time Employee, the Employer will give the Employee the applicable period of notice specified in the table below:

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

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

Payment in lieu of notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer requiring the Employee to work part of the required period of notice and by the Employer making payment for the period of notice not worked.

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

The period of notice in this clause shall not apply in the case of dismissal for the reasons set out in sub clause 9.5 in such cases notice may be immediate. The period of notice in this clause



does not apply if the Employee is a casual Employee or an Employee engaged for a specific period of time or for a specific task(s) that comes to an end.

If you resign, you must provide notice the same as we must provide to you. If you fail to provide adequate notice or if required, work your notice period without our agreement, we reserve the right to deduct any time owing from your final payment (ordinary hours, not from entitlements such as annual leave or long service leave).

9.5 Notice Period

Definition

Redundancy occurs when the Employer decides that they no longer wish the job an Employee has been doing to be done by anyone.

Transfer to lower paid duties

If an Employer transfers an Employee to lower paid duties by reason of redundancy, then the same period of notice must be given to the Employee as they would have been entitled to if their employment had been terminated.

The Employer may at the Employer’s discretion, make payment in lieu of notice by an amount equal to the difference between the Employee’s former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

In this situation, no severance pay is payable.

9.6 Severance Pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay

4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

Week's pay means the Employee's ordinary rate of pay, exclusive of penalties or loadings.

Alternative employment

If the Employer finds the Employee reasonable alternative employment within the employer's business or a related entity, then the Employer will not be obliged to pay severance pay.

If the business is purchased or acquired by another business and the Employee accepts employment with that business and that business will recognise the employee's service with the Employer, then the Employer will not be obliged to pay severance pay.

Employees exempted:

This clause (**Clause 9.7**) does not apply where an Employee's employment is terminated for a reason other than redundancy, or if they are a casual Employee, an Employee serving a probationary period or an Employee engaged for a specific period of time or for a specific task(s) that comes to an end.

Part 10 – Miscellaneous Provisions

10.1 No Extra Claims

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

10.2 Written Directions, Procedures, Manuals or Other Specifications

When the Company from time to time provides the Employee with any written directions, procedures, manuals or other specifications, the Employee will familiarise themselves with such written directions, procedures, manuals or other specifications and in particular new requirements arising from the said material. The company will endeavour to consult with all employees where practicably possible prior to the written direction, procedures or manuals that need to come into force.

10.3 Higher Duties

An employee who is required to do work for which a higher rate is fixed than that provided for their classification will, if such work exceeds a total of two hours on any day, be paid for all work done on such day at the higher rate. In all other cases the employee will be paid the higher rate for the actual time worked.

Should an employee be allocated to a vehicle which attracts a lesser rate of pay, the employee will retain their current base rate of pay that applied immediately prior to the re-allocation for the period of the re-allocation for up to six weeks.

10.4 Workplace Delegates Rights

Workplace Delegates Rights will be in accordance with the Award.

Part 10 – Signatories

Signed on behalf of Hurd Haulage Pty Ltd, ABN 610 017 387 09

Signed: [Signature]

Witness Signed: [Signature]

Name and address: Peter Conway

Name and Address: JAMES ROBB

4 EAMES AVE NORTH MANNING

8 TOORAK COURT PORT MACQUARIE.

Position: SUPERVISOR

Position: OPERATOR

Date: 9.12.24

Date: 9.12.24

Signed on behalf of the employees of Hurd Haulage Pty Ltd

Signed: P.O'Connor

Witness Signed: DMalesevic

Name and address: Paul O'Connor

Name and Address: Dara Malesevic

12 Tobey Place, Port Macquarie NSW 244

271 Dunmore Street, Pendle Hill NSW 2145

Position: Area Manager

Position: HRBP - CAM

Date: 11/12/2024

Date: 11/12/2024

Schedule 1 – Rates of Pay & Classifications

Over the life of this Agreement Employees will receive wage increases of a guaranteed amount.

These increases will be on the classification rates of pay and effective from the first pay period to commence on or after the approval of the Agreement and then upon the anniversary of the applicable year as per the table below.

Classification	Ordinary Hourly Rate from 22 August 2024	Ordinary Hourly Rate from 22 August 2025	Ordinary Hourly Rate from 22 August 2026
Quarry Worker Level 1	\$30.75	\$31.67	\$32.62
Quarry Worker Level 2	\$34.04	\$35.06	\$36.11
Quarry Worker Level 3	\$35.48	\$36.54	\$37.64
Quarry Worker Level 4	\$36.44	\$37.54	\$38.66
Tradesperson	\$36.20	\$37.28	\$38.40
Advanced Tradesperson	\$38.36	\$39.51	\$40.70

Classifications

Quarry Worker Level 1

A Quarry Worker Level 1 is an employee who is completing or has completed training in basic quarrying competencies, being:

- site inductions;
- work safety and follow WHS procedures;
- communicate in the workplace;
- contribute to the quality of work outcomes;
- operate light vehicle;
- a Quarry Worker Level 1 may also be completing training in 1 piece of mobile or fixed plant and equipment

Duties indicative of the tasks an employee at this level may perform are the following:

- general labouring;
- cleaning;

- completing training in the operation of mobile and fixed plant and equipment;
- higher level tasks for training purposes.

Responsibilities:

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

Quarry Worker Level 2

A Quarry Worker Level 2 is an employee who has successfully completed training and is competent in at least 1 piece of mobile or fixed plant and equipment so as to enable the employee to perform competently the work within the scope of this level.

Duties indicative of the tasks an employee at this level may perform are the following:

- all tasks of a Quarry Worker level 1;
- attend to and service fixed and mobile plant;
- assist with the repair and maintenance of fixed and mobile plant;
- apply basic quality control and assurance procedures;
- use Class C or LR motor vehicles;
- maintain simple records;
- operate mobile and fixed plant and equipment (excluding a dredge) and;
- higher grade tasks for training purposes.

Quarry Worker Level 3

A Quarry Worker Level 3 is an employee who carries out the duties prescribed in the Quarry Worker Level 2 classification, as well as being responsible for the simultaneous operation of multiple pieces of mobile and/ or fixed plant and equipment or for the operation of a dredge.

Quarry Worker Level 4

A Quarry Worker Level 4 is an employee who carries out the duties prescribed in the Quarry Worker Levels 1 - 4 classifications.

Duties indicative of the tasks an employee at this level may perform are the following:

- operate mobile and fixed plant and equipment;
- maintain plant and equipment;
- carry out basic product sampling and quality testing;
- operate a weighbridge;
- carry out clerical tasks and maintain simple records;

- receive, issue, and maintain stores;
- assist in on-the-job training;
- may undertake leading hand duties of Quarry workers/ Tradespersons/ Advance Tradespersons;
- holds at least a Certificate IV in Surface Extraction and;
- higher level tasks for training purposes.

Responsibilities:

An employee at this level will be responsible for the quality of their own work, may exercise leading hand duties, works autonomously under limited supervision and exercises discretion to the level of their skill and training.

Appointment to Level 4 Quarry Worker classification:

An employee who holds and/ or attains a Certificate IV in Surface Extraction, who is appointed by Hy-Tec management, will be classified a Level 4 Quarry Worker. The appointment process will be based on operational needs and requirements of the applicable Quarry location, where skills and knowledge attained by the Certificate IV in Surface Extraction will be utilised on a daily basis within the above-mentioned Level 4 Quarry Worker duties and responsibilities.

Tradesperson

A Tradesperson is an electrical or mechanical tradesperson who has successfully completed a recognised trade certificate. An employee at this level will be responsible for the quality of their own work, subject to general supervision, and exercise discretion to the level of their skill and training.

Advanced Tradesperson

An Advanced Tradesperson is an electrical or mechanical tradesperson who, in addition to completing a trade certificate:

- has completed post-trade qualifications which they are required by the Company to utilise in their work and;
- which allow them to perform specialist maintenance work; or
- are competent in and are required to operate quarry plant and equipment (other than for the purpose of performing maintenance).

An employee at this level will work autonomously, be responsible for quality control of their own work and may exercise supervision of others in related or similar work.

Schedule 2 – Allowances

As per **Part 6 Remuneration**, if you are fulfilling a function that requires an allowance to be paid, this schedule provides the payment details.

The allowance rates are for the life of the Agreement.

Allowance Type	Application	Allowance Rate (\$)
Leading Hand (in charge of less than 3 employees)	Per week	\$21.85
Leading Hand (in charge of 3 - 6 employees)	Per week	\$30.46
Leading Hand (in charge of 6 – 10 employees)	Per week	\$37.88
First Aid Allowance	Per week	\$19.04
Meal Allowance	Per meal	\$18.56
Travel Allowance	Per day	\$8.00
Tool Allowance per week (Tradespersons or Advanced Tradesperson only)	Per week	\$25.00



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