

**AUSTRAL MASONRY OAKDALE  
ENTERPRISE AGREEMENT 2024**

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## 1. TITLE

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This Agreement will be known as the Austral Masonry Oakdale Enterprise Agreement 2024 (the "Agreement").

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## 2. APPLICATION AND PARTIES BOUND

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This Agreement shall apply to and be binding on

- (a) Austral Masonry Pty Limited (the Company), ACN 141 647 092; and
  - (b) All employees of the Company who work in its Plant and Yard at Austral Masonry Oakdale, 4 Latitude Drive, Horsley Park NSW 2175 (the Employees) who are employed in the classifications contained in Clause 13 of this Agreement.
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## 3. PERIOD OF OPERATION

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This Agreement shall come into force from the first pay period commencing on or after the seventh day following its approval by the Fair Work Commission in accordance with the *Fair Work Act 2009* (Cth) ("Act") and will remain in force for a period of three (3) years, or until it is terminated or replaced by another agreement.

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## 4. PARENT AWARD

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- (a) This Agreement incorporates the provisions of the Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020.
- (b) Where there is any inconsistency between this Agreement and the terms of the Award incorporated in this Agreement by virtue of clause 4 (a) above, this Agreement shall take precedence to the extent of any inconsistency. For the avoidance of doubt, the terms of this Agreement will replace or modify, to the extent of any inconsistency, all protected Award conditions within the meaning of the *Fair Work Act 2009* (Cth), which would otherwise apply to the Employees' employment including rest breaks, incentive-based payments and bonuses, annual leave loadings, State public holidays.
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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## 5. OBJECTIVES

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The objective of this Agreement is to promote real gains in productivity, efficiency and flexibility and to provide more varied, skilled and better-paid jobs for employees through the continued progress on workplace reform. Accordingly, the parties will work together to achieve the following common aims:

- (a) Safety - Eliminating hazards, potential incidents and unsafe acts.
- (b) Environment - to minimise the adverse impact of our activities upon the environment
- (c) Operational Efficiency - Optimizing available plant production hours.
- (d) Quality - Continually seeking ways to operate the plant more efficiently to produce quality products.
- (e) Customer Satisfaction - Ensuring that the customer receives goods in full, on time and to specification.
- (f) Performance standards - Ensuring that all employees understand performance measures and objectives.
- (g) Change Management - Supporting and cooperating with Company change management projects.

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## 6. CONSULTATION

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(1) This term applies if the employer:

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

### *Major change*

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

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

- (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

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

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All employees are expected to work within Company Code of Conduct.

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## **8. HUMAN RIGHTS, DISCRIMINATION AND HARASSMENT**

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All employees will be provided with fair and equal opportunities embracing the frameworks contained in Equal Opportunity, Human Rights, Discrimination, and Harassment legislation as a minimum standard. This will include treatment of each employee as an individual, with due respect for personal circumstances and confidentiality. In all matters of this nature, employees will be advised of their right to have support of their choice present in any discussions and investigations.

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## **9. WORK HEALTH, SAFETY AND ENVIRONMENT**

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The Company recognises its moral and legal responsibility for the health and safety of its employees, and for the environment as a vital part of its business. All employees are required to work with the Company to implement safety, health and environment policies to ensure that all employee responsibilities as required by legislation, Company policies or procedures and this Agreement are met.

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## 10. SCOPE OF DUTIES

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- (a) The job requirements for each team member are as described in Schedule B of this Agreement. From time-to-time employees may be assigned to alternative lower-level duties that are within their capability to perform if required to meet operational circumstances without affecting their current position
  - (b) All position descriptions, work performance and skills will be reviewed regularly.
  - (c) An employee who is classified under any classification other than Level 8 (old level 7B), who is required to act as a Team Leader in the Team Leaders absence, will be paid at Level 9 for the period they are required to perform team leader duties.
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## 11. GRIVENACE AND DISPUTES PROCEDURE

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If a dispute relates to:

- 1. a matter arising under the agreement; or
- 2. the National Employment Standards;

this term sets out procedures to settle the dispute.

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

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.

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

The Fair Work Commission may deal with the dispute in 2 stages:

- 1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

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

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

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

- 1. 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



2. 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 Fair Work Commission in accordance with this term.

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## **12. CLASSIFICATION AND ASSESSMENT PROCESS**

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The classification structure contains a clear career path for all employees based upon the attainment of additional skills, which are outlined in Schedule B. Future progression to higher levels will be made possible by undergoing further training and the attainment of additional skills. All progression will be based on skills required and needed by the Company for the role not just the attainment of the skills obtained by the employee.

The Site Consultative Committee will review the reclassification of employees, as part of their regular meeting agenda.

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### 13. CLASSIFICATION STRUCTURE

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LEVEL	PLANT	YARD
1	Trainee Operator	Forklift Operator 1
2	Machine Operator 1	Forklift Operator 2
3	Machine Operator 2	Forklift Operator 3
4	Machine Operator 3	Forklift Operator 4
5	Machine Operator 4	Senior Forklift Operator
6	Machine Operator 5	
7	Machine Operator 6	
8	Senior Machine Operator	
9	Team Leader	Team Leader
M1	Site Maintenance Fitter 1	
M2	Site Maintenance Fitter 2	
M3	Senior Fitter	
E1	Site Electrician 1	
E2	Site Electrician 1	
E3	Senior Electrician	
MA	Electrical or Mechanical Apprentice	

*Note: refer to Schedule A – Base Rates and Allowances*

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### 14. QUALITY TRAINING

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The Company is responsible for managing the process of employee quality skills training and to ensure that the needs of the business, individual employees, and equity principles are best met. With this in mind the Company will ensure that the skill development of this training is implemented, and that sufficient and appropriate resources are available to support the effective implementation of the training plan.

The development of the training plan will be carried out by the employees within each plant under the guidance of the Company.

The Site Consultative Committee will review the development of the quality training plan and its subsequent implementation, as part of their regular meeting agenda.

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## 15. WAGE RATE INCREASES

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Base rate wage increases will be made during this Agreement effective from the first full pay period on or after the following dates:

- (a) 4.0% percent on the date of certification by the Fair Work Commission of this Agreement.
- (b) 4.0% base rate wage increase effective from 12 months after certification.
- (c) 3.5 % base rate wage increase effective from 24 months after certification

Actual pay rates over the life of the Agreement and associated increases are outlined in Schedule A.

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## 16. FLEXIBILITY

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- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and

- (e) states the day on which the arrangement commences.
  - (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
  - (5) The employer or employee may terminate the individual flexibility arrangement:
    - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
    - (b) if the employer and employee agree in writing — at any time
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## **17. DEDUCTIONS**

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The Company will make deductions from an employee's wage when required to do so by law; or where an employee has agreed to the repayment of a Company overpayment; or from final payments where the employee has monies legally owed to the Company or where the employee is able to make a deduction from their pay and they have completed an approved payroll deduction form.

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## **18. ARRANGEMENTS FOR PAY**

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- (a) Payment will be made weekly by EFT into a bank account nominated by the Employee by Thursday of each week.
- (b) Pay slips will be available via the HR Information System for employees to view and download.
- (c) Payments made under this Agreement cover all entitlements under any industrial instrument which is or may become applicable, however those entitlements are described.
- (d) Upon termination of employment, all wages due to an employee shall be paid no later than seven days following such termination.
- (e) The Company shall provide each employee with written confirmation of the total amount of wages to which they are entitled, the amount of overtime included therein, details of any deductions made, and the net amount paid.

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## **19. HOURS**

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- (a) Employees are engaged on a full-time employment will work an average of 38 hours per week Monday to Friday. The pay week commences Monday 12:01am and finishes Sunday 12:00 midnight.
- (b) Employees will continue to work ordinary hours as rostered under the following shift arrangements:
  - 1. Day shift: ordinary hours of work Monday to Thursday are between 5.00am -7.00 am and 1.00 pm - 3.00 pm and Fridays will be 5.00 am -7.00 am to 11.00 am - 1.00 pm
  - 2. Afternoon Shift: ordinary hours of work Monday to Thursday are between 1.00 pm -3.00 pm and 9.00 pm - 11.00 pm and Fridays will be 11.00 am - 1.00pm and 5.00 pm - 7.00 pm
  - 3. Night Shift: ordinary hours of work Sunday to Wednesday are between 9.00 pm - 11.00 pm and 5.00am -7.00 am Thursdays will be 9.00pm - 11.00 pm and 3.00 am - 5.00am

The company will set the shift roster which will specify the commencing and finishing times of ordinary working hours of the respective shifts in each work cycle.
- (c) Employees are not required to change between shift arrangements on an ad hoc basis and employees will be allocated to a set shift arrangement unless they move to another shift arrangement. Either at the employees request or subject to operational requirements.
- (d) Employees are paid overtime rates if they are required to work outside of the span of ordinary hours
- (e) Where an employee is unable to attend for work at a scheduled time then the employee (or a person acting on the employee's behalf) must advise their Team Leader before the commencement of the shift of their inability to work, advising the nature of their illness or injury and the estimated duration of absence.
- (f) An employee is to have ten (10) consecutive hours off duty between the work of successive ordinary time days and shall be released from further duty without loss of pay until this requirement is met. Where the Company requires the employee to resume or continue work without having ten (10) consecutive hours off duty the employee shall be paid at two times their rate of pay until they are released from duty.

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## **20. POSTING OF AGREEMENT**

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An up-to-date copy of this Agreement shall be maintained in a prominent position accessible to all employees.

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## **21. MEETINGS**

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Meetings between employees covered by this Agreement and the Company to be held in paid time to discuss matters pertaining to this Agreement or any other matter pertaining to the employment relationship may be agreed in advance with the individual Plant Managers. This will include the approval for, timing and length of meetings.

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## **22. PROBATIONARY PERIOD**

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All new employees will initially be engaged for a probationary period of six months in accordance with the *Fair Work Act 2009* (Cth).

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## **23. SUPERANNUATION**

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### **Contributions**

The Company will make superannuation contributions on behalf of each Employee, in accordance with the

*Superannuation Guarantee Charge Act 1992* (Cth) and other relevant legislation, as varied from time to time.

Such contributions will be made into either:

- the Australian Superannuation Fund (**the Fund**); or
- any other complying fund in accordance with the relevant legislation.

Or any other fund

### **Unpaid Absences**

The Company will not be required to make a contribution on behalf of an Employee who is absent from work unauthorised. Contribution in any week when unpaid leave occurs will be reduced by a proportionate amount.

### **Employee contributions**

Subject to the rules of the Fund, Employees who wish to make additional contributions to the Fund are entitled to do so. They may either forward their own contributions directly to the Fund Administrators or, where it is practicable to do so, authorize the Company to pay into the Fund from the Employee's wages amounts specified by the Employee.

### **Cessation of Contributions**

An Employee's eligibility for superannuation contributions will cease on the last day of employment with the Company and the Company will not make any superannuation contributions in respect of any period beyond that last day of employment.

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## 24. TRAINEES AND APPRENTICES

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- (a) Employees engaged as trainees or apprentices will be paid the appropriate site related rates and conditions in line with this Agreement.
- (b) Where an employee employed under *this* Agreement transfers to an apprenticeship or traineeship, their rate of pay will remain at the level they were employed at, at the time of transfer until they successfully complete their apprenticeship or traineeship.
- (c) Employees engaged as trainees or apprentices at the commencement of employment under this agreement will be paid at the relevant level of the apprenticeship matrix:

<b>LEVEL</b>	<b>DESCRIPTION</b>	<b>LEVEL</b>	<b>LEVEL</b>	<b>DESCRIPTION</b>	<b>LEVEL</b>
MA1	Mechanical Apprentice Y1	Level 1	EA1	Electrical Apprentice Y1	Level 1
MA2	Mechanical Apprentice Y2	Level 2	EA2	Electrical Apprentice Y2	Level 3
MA3	Mechanical Apprentice Y3	Level 3	EA3	Electrical Apprentice Y3	Level 5
MA4	Mechanical Apprentice Y4	Level 4	EA4	Electrical Apprentice Y4	Level 7

<b>LEVEL</b>	<b>DESCRIPTION</b>	<b>LEVEL</b>	<b>LEVEL</b>	<b>DESCRIPTION</b>	<b>LEVEL</b>
MAA1	Mature Mechanical Apprentice Y1	Level 2	EAA1	Mature Electrical Apprentice Y1	Level 2
MAA2	Mature Mechanical Apprentice Y2	Level 3	EAA2	Mature Electrical Apprentice Y2	Level 4
MAA3	Mature Mechanical Apprentice Y3	Level 4	EAA3	Mature Electrical Apprentice Y3	Level 6
MAA4	Mature Mechanical Apprentice Y4	Level 5	EAA4	Mature Electrical Apprentice Y4	Level 8

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## 25. ROSTER ARRANGEMENT / SHIFT CHANGES

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Work rosters will be developed to suit the needs of the business in consultation with the employees whom they affect. The company agrees to consult and reach agreement with affected employees where changes to roster or shift patterns are envisaged. Employees will receive seven (7) days' notice, unless otherwise agreed, before the implementation of such modification.

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## 26. TERMINATION OF EMPLOYMENT

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The Company may terminate the employment of an employee by giving the employee notice as follows.

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

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

- (b) In addition to the notice period above, Employees over 45 years of age at the time of the giving of notice, with not less than two years continuous service are entitled to an additional week's notice.
- (c) Payment in lieu of the prescribed notice period must be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee giving (1) weeks' notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated based on:
- (i) *the Employee's ordinary hours of work (even if not standard hours); and*
  - (ii) *the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and*
  - (iii) *any other amounts payable under the Employee's contract of employment.*

1. **The notice period in this clause does not apply:**

- (i) *in the case of dismissal for serious misconduct;*
- (ii) *to Employees engaged under a contract of employment for a specific period or for a specific task or tasks;*
- (iii) *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*
- (iv) *to casual employees.*

2. **Notice of termination by the Employee**

- (i) The notice of termination required to be given by an Employee is (1) week. concerned.
- (ii) If an Employee fails to give the notice **specified**, the Company has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary rate of pay for the notice period.



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## **27. ABANDONMENT EMPLOYMENT**

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In accordance with the *Fair Work Act 2009* (Cth)

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## **28. MEAL BREAKS**

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- (a) An employee working day shift will be entitled to an unpaid meal break of 30 minutes to be taken between four and six hours after the start of work.
- (b) An employee working night shift or afternoon shift will be entitled to a paid meal break of 30 minutes to be taken between four and six hours after the start of work.
- (c) To achieve continuity of production meal breaks will be staggered and taken at a time agreed with the Team Leader.
- (d) Where a day shift employee, who is required to have their meal break in the control room to ensure the continuous operation of the plant; will be paid for their meal break of 30 minutes at their ordinary rate of pay. With the last half hour of the day, where the total hours worked in the day exceed 8 hours, will be paid a 1.5 times the employee's rate of pay.
- (e) 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 their ordinary rate. After each further four hours worked an employee shall be entitled to a meal of twenty minutes without deduction of pay, if the employee continues working after such mealtime.
- (f) An employee who is working day shift will be owed one paid break of fifteen minutes to be taken during the day at a mutually agreed time.
- (g) An employee required to work overtime for more than two hours without being notified on the previous day or earlier shall be paid a meal allowance of \$20.00 for the first and subsequent meals.
- (h) The meal allowance will increase according to the percentages and timing indicated by clause 15.
- (i) An employee required to work over five hours on a Saturday, Sunday or public holiday, where such work is not part of their normal roster, will be entitled to a paid meal break of twenty minutes to be paid at their ordinary rate, so long as the employee continues to work for an additional one and half hours after the conclusion of the meal break.

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## 29. SHUTDOWN

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- (a) The Company may shut down the Plant for a period of up to six (6) weeks without terminating any employee or paying any redundancy payments.
- (b) Where the Company intends to shut down the plant for a temporary period (or reduce to nucleus) the Company will follow the consultation process in this Agreement. Employees affected by a shutdown (or reduction to nucleus) will be given one month's notice of the intention to shut.
- (c) Employees stood down in accordance with this clause will continue to accrue annual leave and long service leave for the period that they are stood down.
- (d) Where a decision is made not to re-open the Plant after six (6) weeks shut down period, the Company will commence consultation as per clause 6 of the Agreement.

### 29.1 Direction to take annual leave during shutdown

- (a) A direction to take annual leave during a shutdown applies if the Company:
  - (i) intends to shut down all or part of its operation for a particular period for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned (**temporary shutdown period**); and
  - (ii) wishes to require affected employees to take paid annual leave during that period.
- (b) The Company must give the affected employees 28 days' written notice of a temporary shutdown period, or any shorter period agreed between the employer and the majority of relevant employees.
- (c) The employer must give written notice of a temporary shutdown period to any employee who is engaged after the notice is given under clause 29.1(b) and who will be affected by that period, as soon as reasonably practicable after the employee is engaged.
- (d) The employer may direct the employee to take a period of paid annual leave to which the employee has accrued an entitlement during a temporary shutdown period.
- (e) A direction by the employer under clause 29.1(d):
  - (i) must be in writing; and
  - (ii) must be reasonable.
- (f) The employee must take paid annual leave in accordance with a direction under clause 29.1(d).
- (g) In respect of any part of a temporary shutdown period which is not the subject of a direction under clause 29.1(d), an employer and an employee may agree, in writing, for the employee to take leave without pay during that part of the temporary shutdown period.
- (h) An employee may take annual leave in advance during a temporary shutdown period in accordance with an agreement under clause 34.12 of the Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020.
- (i) In determining the amount of paid annual leave to which an employee has accrued an entitlement, any period of paid annual leave taken in advance by the employee, in accordance with an agreement under clause 34.12 Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020, to which an entitlement has not been accrued, is to be taken into account.

- (j) Clauses 34.9 to 34.11 of the Concrete Products Award 2020 do not apply to a period of annual leave that an employee is required to take during a temporary shutdown period in accordance with clause 29.1(d).
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### **30. PERSONAL / CARER'S LEAVE**

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#### **(a) General conditions**

An Employee, other than a casual Employee, accrues 10 days personal leave for each year of service, accrued on a monthly basis.

Personal leave may be used as sick leave or carer's leave.

Paid personal leave will be paid in accordance with the *Fair Work Act 2009* (Cth).

For the purpose of this Agreement, Immediate Family shall be accordance with the definition outlined in the *Fair Work Act 2009* (Cth).

If an Employee needs to take personal leave, the Employee shall, as soon as reasonably practicable, inform their Supervisor or Manager of the Employee's inability to attend and the estimated duration of the absence. Where reasonably practicable, the notice should be provided prior to the designated shift commencement time or as soon as practicable after the commencement of the shift.

#### **(b) Sick leave**

An Employee who is unable to attend or remain at work on account of personal illness or injury shall be entitled to take accrued personal leave during such absence according to this clause.

An Employee shall not be entitled to paid personal leave for any absence for which Workers' Compensation is paid.

The Company requires that an Employee provide a medical certificate from a registered health practitioner if it is reasonably practicable to do so, or if it is not reasonably practicable for the Employee to provide a medical certificate, a statutory declaration must be provided. This clause only applies for sick leave taken in excess of one full shift.

#### **(c) Carer's leave**

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

The Employee must provide medical documentation, or a statutory declaration if medical documentation is not practicable, to support their application for carer's leave.

#### **(d) Unpaid Carer's Leave**

Subject to the provisions of the *Fair Work Act 2009* (Cth), where an Employee is not entitled to paid carer's leave, the Employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of their Immediate Family or household requires care of support because of a personal illness or injury or an unexpected emergency.

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### **31. FAMILY AND DOMESTIC VIOLENCE LEAVE**

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Employees may take Family and Domestic Violence Leave in accordance with the provisions of the *Fair Work Act 2009* (Cth).

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### **32. PARENTAL LEAVE**

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Employees shall be entitled to parental leave in accordance with the *Fair Work Act 2009* (Cth). In addition to statutory entitlements, eligible employees may access the company's Parental Leave Policy, which provides additional benefits, including paid parental leave.

These benefits are subject to the terms of the Brickworks Parental Leave Policy in effect at the time the employee first commences parental leave, and the Brickworks Parental Leave Policy may be varied by the company at its discretion.

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### **33. COMPASSIONATE LEAVE**

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Employees may take compassionate leave in accordance with the provisions of the *Fair Work Act 2009* (Cth).

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### **34. ANNUAL LEAVE**

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- (a) Annual leave shall accrue, be credited and paid to employees in accordance with the NES, based on the full-time entitlement of 4 weeks' leave per year of service.
- (b) If the Company intends to close (or reduce to a nucleus) the operation of the plant for a period during the year, then the majority of employees will be required to take their annual leave.
- (c) Employees will be paid in advance at the rate applicable to the skill level at which they are classified.
- (d) Annual leave loading paid to employees employed at the time this Agreement is signed will remain unchanged. Annual leave loading for new employees employed under this Agreement will be 17.5%.
- (e) Any employee with insufficient leave entitlement for a period of shut down will be given leave without pay (without interfering with continuity of service for accrual of entitlements).
- (f) Employees with insufficient leave will be given preference for remaining in employment providing that they have the necessary skills and experience required.
- (g) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the *Fair Work Act 2009* (Cth) a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.
- (h) Employees can cash out annual leave in accordance with *Fair Work Act 2009* (Cth) where annual leave is in excess of 4 weeks. The cashing out of annual leave is made following an agreement between the parties.

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### **35. LONG SERVICE LEAVE**

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Long Service Leave will be afforded to all employees in accordance with the *Long Service Leave Act 1955* (NSW).

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### **36. COMMUNITY SERVICE LEAVE**

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Refer to the *Fair Work Act 2009* (Cth)

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### **37. JURY SERVICE**

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Employees required to attend for jury service during their ordinary rostered hours, shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

Employees must notify the Company as soon as possible of the date that they are required to attend for jury service. Further, employees must give the Company proof of attendance, the duration off attendance and the amount received in respect of jury service.

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### **38. PUBLIC HOLIDAYS**

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Employees shall be entitled to the following gazette Public Holidays:

- (i) New Year's Day
- (ii) Australia Day
- (iii) Good Friday
- (iv) Easter Saturday
- (v) Easter Sunday
- (vi) Easter Monday
- (vii) Anzac Day
- (viii) Sovereign's Birthday
- (ix) Six-Hour Day or local Labour Day
- (x) Christmas Day
- (xi) Boxing Day

- (a) Where Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, then the following Monday and/or Tuesday will be observed as holidays in their place, and where New Year's Day falls on a Saturday or Sunday the following Monday will be observed as the holiday in its place.
- (b) In addition to the above, the Employees covered by this Agreement will be entitled to one extra day of leave to be taken by agreement with the Team Leader or Plant Manager.

- (c) Where a public holiday falls on a Friday, the Thursday before the public holiday will be worked at 6 ordinary hours.
- (d) Where the NSW Government by Act of Parliament or Proclamation gazettes an additional public holiday during the year, that public holiday will be observed as such under this Agreement.
- (e) An employee required to work on a public holiday, where that holiday is not part of their normal rostered shift, will be paid as per Clause 40 of this Agreement.
- (f) Subject to the requirements of the *Fair Work Act 2009* (Cth), all employees are required to be present for all shifts for which they have been rostered to work, including public holidays
- (g) An employee may be absent from work on the working day before or the working day after a public holiday with reasonable excuse or with the consent of the Company.

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### **39. SHIFT WORK**

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An employee rostered to work afternoon or night shift will be paid a shift loading on their ordinary hours of:

- (i) Afternoon shift: 25%
- (ii) Night shift: 25%

The shift roster shall specify the commencing and finishing times of ordinary working hours for each shift.

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### **40. OVERTIME**

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For all work done outside the normal standard hours of work on any one day, an employee will be paid at the rate of one and a half (1.5) times his/her rate of pay for the first two hours and double time thereafter.

An employee required to work on Saturdays, Sundays and Public Holidays will be paid as follows:

- (i) Saturday at the rate of one and half (1.5) times their rate of pay for the first two hours and double time thereafter, for a minimum of four hours work.
- (ii) Sunday at the rate of two times his/her rate of pay for a minimum of four hours work.
- (iii) Public Holidays will be paid at normal time plus 1.5 times the rate of pay for hours worked up to eight hours, for a minimum of four hours work. Any hours worked beyond eight hours on a public holiday will be paid at 2.5 times the normal rate of pay.

Employees are required to work a reasonable amount of overtime when required by the Company subject to requirements of the *Fair Work Act 2009* (Cth).

Where the shift of an employee working night shift commences before midnight on the day before a public holiday, the time worked before midnight is ordinary time. The hours worked after midnight, where these hours are the major portion of the shift, will be regarded as the holiday shift and will be paid as a public holiday being ordinary time plus 1.5 times the rate of pay for the hours worked.

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## 41. WORKPLACE DELEGATES' RIGHTS

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- (1) Clause 41 provides for the exercise of the rights of workplace delegates set out in section 350C of the *Fair Work Act 2009* (Cth)

NOTE: Under section 350C(4) of the *Fair Work Act 2009* (Cth), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 41.

- (2) In clause 41:
- (a) **employer** means the employer of the workplace delegate;
  - (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
  - (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- (3) Before exercising entitlements under clause 41, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- (4) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

(5) **Right of representation**

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act 2009* (Cth) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

(6) **Entitlement to reasonable communication**

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 41. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**(7) Entitlement to reasonable access to the workplace and workplace facilities**

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
- i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - ii. a physical or electronic noticeboard;
  - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - iv. a lockable filing cabinet or other secure document storage area; and
  - v. office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 41.7(a) if:
- i. the workplace does not have the facility;
  - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**(8) Entitlement to reasonable access to training**

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
- i. full-time or part-time employees; or
  - ii. regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.



- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

**(9) Exercise of entitlements under clause 41**

- (a) A workplace delegate's entitlements under clause 41 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - i. comply with their duties and obligations as an employee;
  - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of IT resources;
  - iii. not hinder, obstruct or prevent the normal performance of work; and
  - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 41 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 41 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.
- (d) Under section 350A of the *Fair Work Act 2009* (Cth), the employer must not:
  - i. unreasonably fail or refuse to deal with a workplace delegate; or
  - ii. knowingly or recklessly make a false or misleading representation to a workplace delegate; or

unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the *Fair Work Act 2009* (Cth) or clause 41.

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## SCHEDULE A – BASE RATES OF PAY AND ALLOWNCES

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The base rates of pay effective from the first full pay period commencing after this Agreement has been approved by Fair Work Australia are outlined below.

Base par rates over the life of this agreement will be increased in accordance with Clause 15 as follows:

Wage rate increases			4.0%	4.0%	3.5%	
Award Level	Level	Current rate	2024 rate	2025 rate	2026 rate	
<b>1</b>	\$ 23.46	<b>1</b>	\$ 27.3918	\$ 28.4875	\$ 29.6270	\$ 30.6639
<b>2</b>	\$ 24.10	<b>2</b>	\$ 28.7242	\$ 29.8732	\$ 31.0681	\$ 32.1555
<b>3</b>	\$ 24.98	<b>3</b>	\$ 30.2913	\$ 31.5030	\$ 32.7631	\$ 33.9098
<b>4</b>	\$ 25.80	<b>4</b>	\$ 31.8482	\$ 33.1221	\$ 34.4470	\$ 35.6527
<b>5</b>	\$ 27.17	<b>5</b>	\$ 33.9914	\$ 35.3511	\$ 36.7651	\$ 38.0519
<b>5</b>	\$ 27.17	<b>6</b>	\$ 36.5719	\$ 38.0348	\$ 39.5562	\$ 40.9406
<b>5</b>	\$ 27.17	<b>7</b>	\$ 37.6757	\$ 39.1827	\$ 40.7500	\$ 42.1763
<b>5</b>	\$ 27.17	<b>8</b>	\$ 39.1557	\$ 40.7219	\$ 42.3508	\$ 43.8331
<b>5</b>	\$ 27.17	<b>9</b>	\$ 41.0377	\$ 42.6792	\$ 44.3864	\$ 45.9399
		<b>M1</b>	\$ 39.1557	\$ 40.7219	\$ 42.3508	\$ 43.8331
		<b>M2</b>	\$ 43.0603	\$ 44.7827	\$ 46.5740	\$ 48.2041
		<b>M3</b>	\$ 46.9588	\$ 48.8372	\$ 50.7906	\$ 52.5683
		<b>E1</b>	\$ 45.9116	\$ 47.7481	\$ 49.6580	\$ 51.3960
		<b>E2</b>	\$ 53.3059	\$ 55.4381	\$ 57.6557	\$ 59.6736
		<b>E3</b>	\$ 54.0629	\$ 56.2254	\$ 58.4744	\$ 60.5210

Employees will not be paid less than the applicable minimum standard rate prescribed under the Act.

## ALLOWANCES

Allowances to be paid under this Agreement are:

<b>Allowance</b>	<b>Current rate</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Requirement</b>
Meal	\$ 16.13	\$ 20.00	\$ 20.80	\$ 21.53	As per clause 28 of this agreement
First aid	\$ 14.97	\$ 20.54	\$ 21.36	\$ 22.11	Paid weekly where the employee holds a current first aid certificate and is an appointed first aid officer
Electrical	\$ 25.94	\$ 26.98	\$ 28.06	\$ 29.04	Paid weekly to an employee who holds a B Class Electrical license (or equivalent) to connect and disconnect and is required to perform this as part of their duties
Attendance	\$ 24.12	\$ 25.08	\$ 25.08	\$ 25.08	Regular attendance refers to an employee working all 38 of their rostered hours per week. Attendance allowance is not paid to an employee when any form of leave is taken within the week.  The attendance allowance applies to permanent full-time employees only. Attendance allowance is still paid when public holiday falls in the week.

### **Other**

Where an employee classified as either M or E 1, 2 or 3 has tools that are damaged or broken whilst performing their duties those tools will be replaced by the Company to an equivalent value.

## SCHEDULE B – SKILLS MATRIX & DESCRIPTIONS

The plant operations skills matrix may be subject to review, and change pending the final construction, operation, and commissioning of the new plant at the Oakdale facility. Changes will be conducted according to section 6 Consultation of the Agreement.

### OAKDALE SKILL MATRIX – PLANT OPERATIONS

Skill Description	Area	Level 9	Level 8	Level 7	Level 6	Level 5	Level 4	Level 3	Level 2	Level 1
Induction Program	VAP/ PLANT	X				X	X	X	X	X
Core Product Knowledge	VAP/ PLANT	X				X	X	X	X	X
Cleaning level 1	VAP/ PLANT	X				X	X	X	X	X
Product Quality Level 1	VAP/ PLANT	X				X	X	X	X	X
Pack Line – Operation	VAP	X	X	X	X	X	X	X	X	
Pack Line – Programming	VAP	X				X	X	X		
Splitting Line - Operation	VAP	X				X	X	X		
Splitting Line – Programming	VAP	X				X	X			
Hone/Polish – Operation	VAP	X				X	X	X		
Hone/Polish – Programming	VAP	X				X	X			
Shot/Curl/Seal - Operation	VAP	X				X	X	X		
Shot/Curl/Seal – Programming	VAP	X				X	X			
Inventory / Planning	VAP	X								
Forklift Ticket	VAP/ PLANT	X	X	X	X	X	X	X	X	X
Clerical	VAP	X	X	X	X	X	X	X		
Dry Side – Operation	PLANT	X	X	X	X	X	X	X		
Dry Side – Programming	PLANT	X	X	X	X	X	X			
Curing & Finger Car – Operations	PLANT	X	X	X	X	X	X			
Curing & Finger Car – Programming	PLANT	X	X	X	X	X				
Wet Side – Operations	PLANT	X	X	X	X	X				
Wet Side – Programming	PLANT	X	X	X	X	X				
Mould Change – Operation	PLANT	X	X	X	X	X				
Mould Change - Supervision	PLANT	X	X	X	X					
Quality System & Station	PLANT	X	X	X	X	X	X	X	X	
Batching System - Operation	PLANT	X	X	X	X					
Batching System - Programming	PLANT	X	X	X						
Leadership – Skill	VAP/ PLANT	X	X							
Leadership - Qualification	VAP/ PLANT	X								
Communication	VAP/ PLANT	X	X							

## VAP - LEVEL DESCRIPTIONS

<b>LEVEL 1 &amp; 2</b>	<b>Description</b>
Level of autonomy	All competencies are performed under some form of supervision from their team leader.
Amount of guidance they work under	Work under guidance from their Team Leader/Senior Plant Operator.
Responsibility for others	Expected to be responsible for the safety of others
Operations in a range of contexts	Limited operation, labouring duties in all areas, cleaning production areas and to perform manual handling tasks as set out by the Team Leader.
Complexity of range of actions	Housekeeping and OH&S duties. Duties of limited complexity the level 1 & 2 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. Can be asked to assist in other duties as required.
Applying a range of skills to tasks / roles	Limited skills set only in areas mentioned above.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement seen in the job.

<b>LEVEL 3</b>	<b>Description</b>
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from their Team Leader/Senior Plant Operator.
Responsibility for others	Expected to be responsible for the safety of others
Operations in a range of contexts	Must be able to competently operate the Cassani polisher OR the splitting line including startup, shutdown, machine adjustment and fault finding. Must be able to complete minor routine maintenance and fully familiar with the quality objectives of the operations.
Complexity of range of actions	Range of actions concerned with operations of and routine maintenance splitter or in-line polisher. Can report faults with machine etc, OH&S and housekeeping. The level 3 must achieve 100% competency in all aspects of the operation for which he/she is being trained. Provides basic reports of issues directly or indirectly affecting production.
Applying a range of skills to tasks / roles	Splitter OR in-line polisher and other ancillary equipment where competence has been gained during progression through the levels OR a combination of the saw, splitter cuber, handsplitter and shotblaster. Reporting faults, simple fault finding and routine maintenance.
Training	Provide training and on the job instruction to the level of their skills, to other employees.
Problem solving	Able to solve simple problems in a methodical manner and give recommendations for solving problems.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement seen in the job.

<b>LEVEL 4 &amp; 5</b>	<b>Description</b>
Level of autonomy	High level of autonomy in all competencies.
Amount of guidance they work under	Broad guidance from the Team Leader/Senior Plant Operator.
Responsibility for others	Expected to be responsible for the safety of others
Operations in a range of contexts	Must be able to competently operate all elements of the VAP section including Cassani polisher, splitter, saw, shotblaster and other ancillary machinery. Must be able to make changes under the guidance from the Team Leader to the configuration of the equipment as required to achieve operational and quality objectives. Must be able to demonstrate product knowledge suitable to the position and have an understanding and display commitment to the quality objectives of the operation.
Complexity of range of actions	Housekeeping and OH&S duties. The person must achieve 100% competency in all aspects of the operation for which he/she is being trained. Provides basic reports of issues directly or indirectly affecting production.
Applying a range of skills to tasks / roles	On all machinery within the VAP Section. Reporting faults, simple fault finding and routine maintenance.
Training	Provide training and on the job instruction to the level of their skills, to other employees.
Problem solving	Able to solve simple problems in a methodical manner and give recommendations for solving problems.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Can exercise some discretion in terms of work allocation and VAP operation.

<b>LEVEL 9 - Team Leader</b>	<b>Description</b>
Level of autonomy	High level of autonomy in all competencies, but responsible to the Plant Manager
Amount of guidance they work under	Broad guidance from the Plant Manager.
Responsibility for others	Allocating and supervising the work of all other staff members within the VAP. Responsible for the safety of others.
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. Operate all aspects of VPA and must have mastered all machinery within VPA.
Complexity of range of actions	Housekeeping and OH&S duties. The person must achieve 100% competency in all aspects of the operation for which he/she is being trained. A person at this level is expected to be able to make changes to the plant/equipment under guidance from the Plant Manager to improve machine efficiency or quality. As well this person may be required to be fully trained in confined spaces and able to work in and assist work involving confined spaces. Analyse performance against standards and recommends and implements process improvements.
Applying a range of skills to tasks / roles	Must have knowledge of all roles within VAP.
Training	Able to perform all training functions of grades 1 to 4. Able to assess training transfer.
Problem solving	Solve complex problems in a methodical manner and be able to give recommendations to solve problems. Also able to implement solutions and assess the success of the solutions. Leads teams through area including, but not limited to safety productivity and quality improvement.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Work under the guidance from Plant Manager although he/she can exercise discretion in terms of product manufacture, maintenance tasks resource allocation required.



## PLANT - LEVEL DESCRIPTIONS

LEVEL 1 & 2	Description
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from Team Leader/Senior Plant Operator.
Responsibility for others	Expected to be responsible for the safety of others
Operations in a range of contexts	Limited operation in one area. Labouring duties in all areas, cleaning production areas and to perform manual handling tasks as set out by the Team Leader.
Complexity of range of actions	Housekeeping and OH&S duties. Duties of limited complexity the level 1 & 2 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.
Applying a range of skills to tasks / roles	Can be asked to assist in other duties as required.
Training	Demonstrate the performance of tasks, up to the level of their skills, to other employees.
Problem Solving	Demonstrate basic fault-finding skills
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement seen in the job.

<b>LEVEL 3, 4, or 5</b>	<b>Description</b>
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from Team Leader/Senior Plant Operator.
Responsibility for others	For allocating and supervising the work of all other staff member within Plant 1, in conjunction with the Team Leader. Are expected to be responsible for the safety of others
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must be able to demonstrate limited operational skills in only selected equipment and good communication skills.
Complexity of range of actions	Duties of limited complexity. The level 3, 4 or 5 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. Provides basic reports of issues directly or indirectly affecting production.
Applying a range of skills to tasks / roles	Can be asked to assist in other duties as required.
Training	Provide training and on the job instruction up to the level of their skills, to other employees.
Problem Solving	Able to solve simple problems in a methodical manner and give recommendations for solving problems.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement.

<b>LEVEL 6</b>	<b>Description</b>
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from Team Leader/Senior Plant Operator.
Responsibility for others	For allocating and supervising the work of all other staff member within Plant 1, in conjunction with the Team Leader. Are expected to be responsible for the safety of others
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must be able to demonstrate limited operational skills in only selected equipment and good communication skills.
Complexity of range of actions	Duties of limited complexity. The level 6 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. Provides written reports and analysis of issues directly or indirectly affecting production.
Applying a range of skills to tasks / roles	Can be asked to assist in other duties as required.
Training	Provide training and on the job instruction up to the level of their skills, to other employees.
Problem Solving	Able to solve simple problems in a methodical manner and give recommendations for solving problems.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement.

<b>LEVEL 7</b>	<b>Description</b>
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from Team Leader/Senior Plant Operator.
Responsibility for others	For allocating and supervising the work of all other staff member within Plant 2, in conjunction with the Team Leader. Are expected to be responsible for the safety of others
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must be able to demonstrate limited operational skills in only selected equipment and good communication skills.
Complexity of range of actions	Duties of limited complexity. The level 7 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. Analyse performance once against standards and recommend and implements process improvements.
Applying a range of skills to tasks / roles	Can be asked to assist in other duties as required.
Training	Able to perform all training functions of grades 1 to 6. Also able to assess training transfer.
Problem Solving	Able to solve complex problems in a methodical manner and give recommendations for solving problems. Also able to implement solutions and assess the success of the solutions.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement.

<b>LEVEL 8</b>	<b>Description</b>
Level of autonomy	High level of autonomy in all competencies but responsible to the team leader.
Amount of guidance they work under	Broad guidance from the Team Leader.
Responsibility for others	For allocating and supervising the work of all other staff member within Plant 1, in conjunction with the Team Leader. Are expected to be responsible for the safety of others
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. A person in this position must be able to demonstrate limited operational skills in only selected equipment and good communication skills.
Complexity of range of actions	Duties of limited complexity. The level 8 must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression. Analyse performance once against standards and recommend and implements process improvements.
Applying a range of skills to tasks / roles	Must have knowledge of all roles within the plant.
Training	Able to perform all training functions of grades 1 to 6. Also able to assess training transfer.
Problem Solving	Able to solve complex problems in a methodical manner and give recommendations for solving problems. Also able to implement solutions and assess the success of the solutions. Demonstrate an ability to lead team through area including, but not limited to safety productivity and quality improvement.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Work under the guidance from team leader although he/she can exercise some discretion in terms of product manufacture, maintenance tasks required.
Will fulfil the duties of a team leader when required.	

<b>LEVEL 9 - Team Leader</b>	<b>Description</b>
Level of autonomy	High level of autonomy in all competencies, but responsible to the Plant Manager
Amount of guidance they work under	Broad guidance from the Plant Manager.
Responsibility for others	Allocating and supervising the work of all other staff members within the Plant. Responsible for the safety of others.
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately determine product quality and discriminate between first quality, seconds and rejects. Operate all aspects of Plant 2 Besser and must have mastered all machinery within Plant.
Complexity of range of actions	Housekeeping and OH&S duties. The person must achieve 100% competency in all aspects of the operation for which he/she is being trained. A person at this level is expected to be able to make changes to the plant/equipment under guidance from the Plant Manager to improve machine efficiency or quality. As well this person may be required to be fully trained in confined spaces and able to work in and assist work involving confined spaces.  Analyse performance against standards and recommends and implements process improvements.
Applying a range of skills to tasks / roles	Must have knowledge of all roles within Plant.
Training	Able to perform all training functions of grades 1 to 8. Able to assess training transfer.
Problem solving	Solve complex problems in a methodical manner and be able to give recommendations to solve problems. Also able to implement solutions and assess the success of the solutions. Leads teams through area including, but not limited to safety productivity and quality improvement.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Work under the guidance from Plant Manager although he/she can exercise discretion in terms of product manufacture, maintenance tasks resource allocation required.

## MAINTENANCE FITTER TRADESPERSON

<b>MAINTENANCE FITTER TRADEPERSON SKILLS MATRIX</b>			
<b>SKILL DESCRIPTION</b>	<b>M3</b>	<b>M3</b>	<b>M1</b>
Trade Certificate	X	X	X
Forklift license	X	X	X
OC knowledge	X	X	X
Basic Hot work	X	X	X
Induction Product knowledge	X	X	X
Mould Processes	X	X	
Machine Operations and Repair	X	X	
Bearing, Greasing Maintenance and repair	X	X	
Mould Building, set-up, repairs and hard facing	X	X	
First aid certificate	X	X	
Task / planning supervisor (including JSEAs / and SOP)	X	X	
Hydraulic / Pneumatic trouble shooting	X	X	
Hot Work permits	X	X	
Mixer / Batching repairs and maintenance	X	X	
Admixture / Oxide repairs	X	X	
Hydraulic Certification	X		
Welding Certification	X		
Pneumatic Certification	X		
Electrical connect / disconnect	X		
Confined space	X		
EWP / WAH	X		
Mex (all aspects)	X		

## ELECTRICAL TRADESPERSON

<b>ELECTRICAL TRADEPERSON SKILLS MATRIX</b>			
<b>SKILL DESCRIPTION</b>	<b>E3</b>	<b>E3</b>	<b>E1</b>
Electrical License	X	X	X
Isolation and isolation development	X	X	X
Read and interpret drawings	X	X	X
Read and interpret schematics	X	X	X
Fault finding	X	X	X
All inductions and training	X	X	X
Operate / reset all isolation points	X	X	
Locate all E-stops	X	X	
Use PLC / Programming code to fault find	X	X	
Program using code / PLC	X		
Install and set-up new instrumentation	X		
Co-ordinate, lead, plan maintenance work	X		

## YARD OPERATIONS SKILLS MATRIX

<b>Skill Description</b>	<b>Level 9</b>	<b>Level 5</b>	<b>Level 4</b>	<b>Level 3</b>	<b>Level 2</b>	<b>Level 1</b>
Induction program	X	X	X	X	X	X
Core Product knowledge	X	X	X	X	X	X
Yard product understanding	X	X	X	X	X	X
MTO demonstrated understanding	X	X	X	X	X	X
Cycle counts - mini stock takes	X	X	X			
Auto wrapper operations	X	X	X	X	X	X
Manual wrapper operations	X	X	X	X	X	
Product disposal / waste	X	X	X	X		
Forklift license	X	X	X	X	X	X
Dockets, transfer, and clerical activities correctly followed	X	X	X	X		
Cleaning standards	X	X	X	X	X	X
Receipt of returns	X	X	X	X		
Daily forklift check sheet	X	X	X	X	X	X
Load / unload vehicles according to COR, and safety SOP	X	X	X	X	X	X
Receipt of incoming products	X	X	X	X		
Sort pallets	X	X	X	X	X	X
Reporting of non-compliance products	X	X	X			
Grid allocation	X	X	X			
Unloading / loading empty pallets	X	X	X	X	X	X
Leadership	X	X				
Communication	X	X				
Machine operations (crossover)	X	X	X			
Dispatch office duties	X	X				
Team leadership	X					



## YARD - LEVEL DESCRIPTIONS

LEVEL 1	Description
Certificates	NSW Forklift licence
Level of autonomy	All competencies performed under some form of supervision from the Team Leader.
Amount of guidance they work under	Work under guidance from Team leader/Senior Plant Operator
Responsibility for others	Expected to be responsible for the safety of others.
Operations in a range of contexts	Limited operation of yard area. Unloading and sorting of pallets operate wrapper machine. A person in this position must be able to accurately complete records.
Complexity of range of actions	Limited QA function, housekeeping and OH&S duties. Duties of limited complexity.
Applying a range of skills to tasks / roles	Can be tasked to assist other duties as required.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement seen in the job.

<b>LEVEL 2</b>	<b>Description</b>
Certificates	NSW Forklift licence
Level of autonomy	All competencies performed under some form of supervision from the Team Leader.
Amount of guidance they work under	Work under guidance from Team leader/Senior Plant Operator
Responsibility for others	Expected to be responsible for the safety of others.
Operations in a range of contexts	Takes responsibility for unloading machine, forklift operations and limited maintenance, loading and unloading pallets.
Complexity of range of actions	Range of actions concerned forklift operations, housekeeping and OH&S, forklift routine maintenance.
Applying a range of skills to tasks / roles	Reporting faults with forklifts, simple fault finding and routine maintenance.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement seen in the job.

<b>LEVEL 3</b>	<b>Description</b>
Certificates	NSW Forklift licence
Level of autonomy	All competencies are performed under some form of supervision from team leader.
Amount of guidance they work under	Work under guidance from Team Leader/Senior Plant Operator.
Responsibility for others	Expected to be responsible for the safety of others
Operations in a range of contexts	Will have achieved this level after all yard functions and product recovery procedures. Must be able to demonstrate understanding of and commitment to the quality standards and objectives of the yard operation. A yard person in this position must also be able to accurately complete records. Limited operation in one area. Labouring duties in all areas, cleaning production areas and to perform manual tasks set out by the team leader.
Complexity of range of actions	Limited fault finding. Duties of limited complexity. Housekeeping and OH&S duties. At this level must achieve 100% competency in all aspects of the operation for which he/she is being trained and demonstrate that they are capable of progression.
Applying a range of skills to tasks / roles	Can be asked to assist in other duties as required.
Training	Demonstrate the performance of tasks, up to the level of their skills, to other employees.
Problem Solving	Demonstrate basic fault finding.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Limited discretion and judgement.

<b>LEVEL 4 &amp; 5</b>	<b>Description</b>
Certificates	NSW Forklift licence
Level of autonomy	Quite high level of autonomy in all competencies but responsible to Team Leader/Senior Plant Operator
Amount of guidance they work under	Broad guidance from Team Leader/Senior Plant Operator. Decision made under guidance can include what to load, rush orders and where to store products.
Responsibility for others	Responsible for allocating and supervising work of all other staff members within the works in the absence of the Team Leader. Expected to be responsible for the safety of others
Operations in a range of contexts	Operate all aspects of the section and has mastered all machinery within the section. A person in this position must also be able to accurately complete records.
Complexity of range of actions	Responsible for fault finding, diagnostic work and decision making in when to call contractors, tradespeople. A person at this level is expected to be able to make changes to the yard set-up and operation. A forklift operator can also effectively complete the required documentation including recovery sheets, production records, cycle stock counts, inventory records and non-compliance reports.
Applying a range of skills to tasks / roles	Must have a knowledge of all roles within the section.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Can exercise some discretion in terms of product type, product storage, staff allocation, rush orders, but should refer these decisions to the Team Leader if available.

<b>LEVEL 9 Team Leader</b>	<b>Description</b>
Level of autonomy	High level of autonomy in all competencies, but responsible to the Manager
Amount of guidance they work under	Broad guidance from the Manager.
Responsibility for others	Allocating and supervising the work of all other staff members in the Yard.. Responsible for the safety of others.
Operations in a range of contexts	Will have achieved this level after learning the skills set out by the skill matrix. Must also be able to adequately allocate grids, truck allocation and loading areas, identify and isolate damages product in the yard, organize and co-ordinate resources (people and plant).
Complexity of range of actions	Housekeeping and OH&S duties. The person must achieve 100% competency in all aspects of the operation for which he/she is being trained. A person at this level is expected to be able to make changes to the plant/equipment under guidance from the Manager to improve yard efficiency. Analyse performance against standards and recommends and implements process improvements.
Applying a range of skills to tasks / roles	Must have knowledge of all roles within the Yard.
Training	Able to perform all training functions of grades 1 to 4. Able to assess training transfer.
Problem solving	Solve complex problems in a methodical manner and be able to give recommendations to solve problems. Also able to implement solutions and assess the success of the solutions. Leads teams through area including, but not limited to safety productivity and quality improvement.
Amount of discretion and judgement in using resources, services and processes to achieve outcomes within a given time constraint.	Work under the guidance from the Manager although he/she can exercise discretion in terms of allocation of resources, repairs and yard layout.

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## **SCHEDULE C - REDUNDANCY**

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### **1. Redundancy**

- (i) An employee's position is redundant if the Company no longer wants the employee's job to be performed by anyone. It does not apply to ordinary and customary turnover of labour.
- (ii) In the event of redundancy, the Company will firstly make all reasonable efforts to offer the employee a suitable position within the Company's operations, including associated entities. Where an alternative comparable role is offered that meets the conditions for a transfer of employment under Section 122 of the *Fair Work Act 2009* (Cth), the obligation to pay redundancy will not apply in accordance with the Act.
- (iii) If the Company obtains other acceptable employment for the employee, the Company may apply under Section 120 of the *Fair Work Act 2009* (Cth) to vary the redundancy payment. For the avoidance of doubt, Section 120 of the *Fair Work Act 2009* (Cth) applies to this Agreement, with references to "Section 119 of the *Fair Work Act 2009*" to be read as references to "Schedule C" of this Agreement.
- (iv) Should redundancy be necessary the Company will provide payments, conditions, and support as outlined below.

### **2. Process to be followed**

- (i) In the event of redundancy, the following principles and process will be applied in the management of the redundancy process.
- (ii) Where it is envisaged by the Company that a position will need to be made redundant the Company will contact the Site Consultative Committee to discuss and explore all other options to avoid redundancies, or if they cannot be avoided, to reduce their impact.
- (iii) After consultation with the Site Consultative Committee, the Company will notify the employee(s) likely to be affected.
- (iv) Where redundancies are necessary the Company will consider the skills and the versatility of employees likely to be affected having regard to the needs of the Company.
- (v) Having made their selections the Company will advise the employee(s) affected that a definite decision has been made to make the position that they fill redundant and the anticipated date when that will occur.
- (vi) The Company will give employees being made redundant a minimum of four weeks formal notice or pay in lieu of notice. If the employee is over 45 years of age at the time of giving of the notice with not less than 2 years' continuous service, they will be entitled to an additional one weeks' notice.

- (vii) Where an employee has been given formal notice of redundancy and that person elects to resign (and the Company agrees to allow this), prior to the effective date of the employee's redundancy notice, payments arising under this Agreement will be calculated to the date the resignation takes effect.
- (viii) Within seven days of being given notice of redundancy the employee will be provided with an itemised statement of all redundancy and statutory payments.

### **3. Redundancy Payments**

In the event of redundancies, the following severance payments will be made:

- (a) Employees with more than 3 months' service be paid redundancy payments as follows:
  - (i) Two weeks' pay for each completed year and pro-rata for each uncompleted year of service with a minimum payment for an employee with up to one (1) year of service of two weeks' pay.
- (b) An employee with greater than ten (10) years' service will receive 2.5 weeks of pay for each year of service.
- (c) If the NES redundancy pay scale provides a more favorable outcome for an employee than the above scale, then the NES payment will apply.
- (d) An employee shall be entitled to have their personal leave paid out as a result of redundancy or death if they have accrued personal leave in excess of 106 hours up to a maximum of 200 hours accrued personal leave. The payout would be between 106 hours and 200 hours depending on the balance.
- (e) An employee who is 45 years of age and who has 20 or more years' service with the Company shall receive an additional week's pay for each completed year of service and pro-rata for each completed years of service.
- (f) A week of pay will mean an employee's award rate of pay, any over award payments, any all-purpose or weekly allowances, any enterprise bargain payments applying at the time of retrenchment. This rate of pay shall exclude penalty payments and, for rotating shifts, shift loading. For an employee who is on permanent afternoon or night shift the rate of pay shall be the rate for permanent afternoon or night shift.
- (g) The payment provided for in this clause would not exceed a maximum of 52 weeks' pay with the exception that, those employees referred to in sub point (e) (above) will be entitled to accrue to a maximum of 64 weeks.
- (h) An employee made redundant during the period of this agreement will receive all payments and entitlements at the final rate of pay of the agreement.

#### **4. Assistance to Employees Whose Positions are Redundant**

The following forms of assistance will be provided:

- (i) paid leave of up to 2 days for the employee to attend job interviews, provided satisfactory evidence is provided if required by the Company.
- (ii) training in preparation for job seeking and interviews
- (iii) financial planning advice
- (iv) support counseling for the employee
- (v) contact with other employers and employment groups

#### **5. Long Service leave**

Long Service Leave will be afforded to all employees in accordance with the *Long Service Leave Act 1955* (NSW) with the exception that the qualifying period will be reduced to five years.

#### **6. Superannuation**

Entitlement will be in accordance with the provisions of the funds Trust Deed.

#### **7. Other Employment Opportunities**

As a benefit of being employed by the Company pursuant to this Agreement, current employees that are in the process of being made redundant may apply for other vacancies that may arise.

#### **8. Statement of Service**

The Company will provide the employee a written certificate of service outlining the period of the employee's employment, the skills the employee holds and the reason for termination.

#### **9. Continuity of Service**

As a benefit of being employed by the Company pursuant to this Agreement, employees who are re-employed within 12 months of their employment being terminated by way of redundancy, shall be deemed not to have broken their continuity of employment. Any service payments made in recognition of Long Service Leave on redundancy shall be taken into account in any future payments made.

#### **10. Death while under notice**

Should an employee die, prior to the nominated date of termination, then all benefits and entitlements of this Agreement will be paid directly to the employee's estate.



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## **SCHEDULE D – WORKERS COMPENSATION**

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### **PAYMENT WHILE ON RESTRICTED DUTIES**

Subject to changes in the current Workers Compensation Act an employee is entitled to receive make up pay when performing suitable duties and incurring wage loss in comparison to their average weekly earnings including overtime.

When overtime is not regular the average of an employee's wages over the previous 12 months is to be calculated.

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## **SCHEDULE E – SITE DRUG AND ALCOHOL POLICY**

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It is Company policy that employees do not come to work or attempt to work under the influence of alcohol or any other drugs which may inhibit them from performing their duties in a safe manner or impact on the safety of others.

In meeting this commitment of this Policy, the Company will:

- (i) Keep all people entering the site, including employees, informed of the policy, their responsibilities, and the consequences of policy breaches.
- (ii) Educate employees about the risks of alcohol and other drugs, including prescribed medications, over-the-counter medications, and drugs of abuse while in the workplace.
- (iii) Provide assistance through a range of education and confidential rehabilitative programs to prevent and manage drug and alcohol work-related impairment.
- (iv) If required by legislation or specific worksite or industry agreements, provide drug and alcohol testing programs.
- (v) A person who is affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- (vi) Where there has been an accident, incident, or injury on site, and there is cause to believe that drugs or alcohol may be a contributing factor, the employee(s) will undergo a drug or alcohol test.
- (vii) The decision of whether drugs or alcohol may be a contributing factor will be made on the basis of the findings of an initial investigation.
- (viii) The drug and alcohol tests will be administered by Austral Masonry's NSW treating doctor.
- (ix) Where it is found that the employee was under the influence of drugs or alcohol, the provisions of Austral Masonry's Drug and Alcohol Guidelines will apply.


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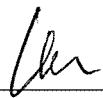
**SIGNATURES TO THE AGREEMENT**

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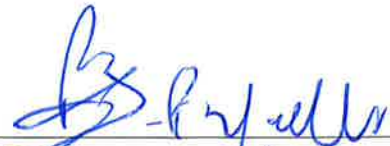
**Signed for and on behalf of the Employer:**


Austral Masonry (NSW) Pty Ltd (the Company), ACN 141 647 092

Signed:   
Name in Full (Printed): Allen Jamba  
Address: 2 Latitude Road, Horstley Park, NSW 2175  
Position: OPERATIONS MANAGER NSW  
Date: 17 / 12 / 24

In The Presence Of (Signature):   
Witness Name in Full (Printed): KEVIN MATTER  
Witness Address: 738-780 WALLGROVE ROAD NSW 2175  
Position: TALENT ACQUISITION PARTNER  
Date: 17 / 12 / 24

**Signed for and on Behalf of the Construction, Forestry and Maritime Employees Union (CFMEU) Level 2/63 Miller Street, Pyrmont NSW 2009:**

Representative Signed:   
Name in Full (Printed): Phillip PASFIELD  
Address: 63 MILLER STREET, PYRMONT 2009  
Position: JOINT EXECUTIVE OFFICER  
Date: 17 / 12 / 24

In The Presence Of (Signature):   
Witness Name in Full (Printed): Rhyme Syron  
Witness Address: 63 Miller Street, Pyrmont 2009  
Position: Legal Officer  
Date: 17.12.24