



**HUMES ECHUCA VICTORIA
ENTERPRISE AGREEMENT
2024**

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1. TITLE

This Agreement shall be known as the Humes Echuca Victoria Enterprise Agreement 2024.

2. DEFINITIONS

Act means the Fair Work Act 2009 (Cth) (as amended from time to time)

Agreement means this Agreement

Award means the Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020

Base Rate of Pay means the base rate of pay is defined as the total amount an Employee would normally receive for performing 38 hours of ordinary work. Provided that such rate shall expressly exclude overtime, penalty rates, disability allowance, shift allowance, special rates, fares and travelling time allowance and any other ancillary payment of a like nature.

Company means Holcim (Australia) Pty Ltd

De Facto Partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes

FWC means Fair Work Commission

IFA means Individual Flexible Arrangements

Immediate Family as defined by the Act means:

- a) an Employee's spouse (including a former spouse, de facto partner or former de facto partner), or
- b) a child (including an adopted child, step child or an ex-nuptial child), or
- c) a parent, grandparent, grandchild, or sibling of the Employee or the Employee's spouse or de facto partner; or
- d) as further defined by, and at the discretion of the Company

NES means the National Employment Standards

PPE means Personal Protective Equipment

RDO means Rostered Day Off

Union means the The Australian Workers Union

3. COVERAGE

This Agreement covers:

- a) The Company; and
- b) Employees at the Humes Echuca Factory at Echuca, Victoria, engaged in the classification structure contained in Schedule C; and
- c) The Union.

4. DURATION

This Agreement commences operation seven (7) days after the Agreement is approved by the FWC, in accordance with s.54 of the Fair Work Act and will remain in force for a period of three years from that time.

5. APPLICATION

This Agreement applies to the exclusion of all awards and industrial instruments that might otherwise apply or that in the past have applied to the employment of the Employees. For the avoidance of doubt, this Agreement expressly displaces and excludes the Concrete Products Award 2020 and Manufacturing and Associated Industries and Occupations Award 2020.

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

6. COMMUNICATION

6.1 The parties recognise the importance of effective communication and the need to make communications clear, simple and understandable to all on site.

6.2 Communication Process

To improve the process for avoiding and resolving disputes and allow clear, concise and an accurate flow of information to all levels of Employees, the parties to this Agreement have put the following communication structure in place:

- Tool box talks of about 10 minutes duration section by section occur during working hours, on a weekly basis or where possible. Tool box talks are for the purpose of conveying relevant information from and to the workforce. Details of such talks shall be recorded on the "Toolbox Feedback Sheet".

The communication processes set out above do not and shall not be deemed to override the consultation procedure in the Agreement which shall apply at all times.

7. DISPUTE AND GRIEVANCE RESOLUTION PROCEDURE

7.1 This clause sets out the procedures to settle a grievance, or dispute that relates to:

- A matter arising under this Agreement; or
- A matter pertaining to the employment relationship between the Company and an Employee who is covered by this Agreement: or
- "General protections" provided for in the Act; or
- NES.

7.2 This Agreement recognises that an Employee grievance should be resolved as quickly and effectively as possible with factual information and without recourse to industrial action.

7.3 It is intended that most issues shall be resolved informally between an Employee and the Company by gathering and understanding the facts and through discussion. An Employee/s may be assisted by their nominated representative in these discussions.

7.4 Except where an imminent risk to their health and safety is involved, until the matter is resolved, work will continue as normal (which may mean the existing arrangement or an agreed holding arrangement) without interruption and without prejudice to final settlement.

- 7.5 An Employee work-related grievance is to be dealt with as follows:
- Employees or their representative who have a grievance on any issue which is not resolved informally shall then raise the matter with their immediate team leader by email or in writing.
 - The Manager/s shall provide a response by email or in writing as soon as possible but no later than 24 hours following the grievance being raised.
 - If a resolution cannot be provided within 72 hours, a progress report by email or in writing shall be provided at that time.
- 7.6 Where the grievance, dispute or matter likely to create a dispute has not been resolved:
- by satisfaction of the Employee contacting their Manager who will investigate and endeavour to resolve the issue; or
 - if the process in sub clause 7.5 fails, the issue will be subject to discussion between the Employee and representatives of the Company and the Employee's nominated representative.
- 7.7 Where the grievance, complaint, dispute or likely dispute continues to remain unresolved, the nominated representative of the Employee shall have the right on behalf of the Employee to meet with the appropriate Manager or the nominated representative of the Company.
- 7.8 At each stage the process should be undertaken as quickly as possible and any undue delays kept to a minimum.
- 7.9 During the consultation process the Company or the Employee's representative may at any time request and receive information relating to the matter in dispute.
- 7.10 In the event of the process failing to resolve the matter either party shall have the right to refer the matter to the FWC for conciliation and/or arbitration. The functions and powers in subdivisions A, Band D of Division 3 of part 5-1 of the Act may be exercised by the FWC to conciliate and/or arbitrate the matter:
- While the matter in dispute is being discussed, in accordance with this procedure, work shall continue as in accordance with this Agreement. Investigation and resolution of the dispute should be conducted without undue delay.
 - The functions and powers in subdivision E or division 3 of part 5-1 of the Act may be exercised by the FWC to determine any appeal.
- 7.11 Any outcome reached by the parties, or recommendation, decisions or determinations arising from FWC proceedings cannot be inconsistent with the National Code of Practice for the Building and Construction Industry (the Code) and/or Australian Guidelines for the Code, or inconsistent with legislative provisions and must not vary the terms and conditions contained in this Agreement, or change the intent and/or benefits contained within this Agreement.

8. CONSULTATION

- 8.1 This term applies if:
- The Company has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - the change is likely to have a significant effect on an Employee of the enterprise.

- proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major Change

In this term, a major change is likely to have a significant effect on Employees if it results in:

- the termination of the employment of Employees; or
- major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain Employees; or
- the need to relocate Employees to another workplace; or
- the restructuring of jobs.

8.2 For a major change referred to in Clause 8.1, Holcim must notify the relevant Employees of the decision to introduce the major change; and sub clauses 8.3 to 8.5 apply.

8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term. If:

- a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- the Employee or Employees advise Holcim of the identity of the representative in writing; and
- the Company will recognise the representative, provided that where the representative is a registered trade union, such union has constitutional coverage of the Employee.

8.4 As soon as practicable after making its decision, the Company must discuss with the relevant Employees:

- the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- for the purposes of the discussion—provide, in writing, to the relevant Employees:
- all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

8.5 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the Company, the requirements set out in sub clauses 8.2 and 8.4 are taken not to apply.

Change to Regular Roster or Ordinary Hours of Work

8.6 For a change referred to in Clause 8.1, the Company must notify the relevant Employees of the proposed change and sub clauses 8.7 and 8.8 apply. Relevant Employees means the Employees who may be affected by a change referred to in sub clause 8.1.

8.7 The relevant Employees may appoint a representative for the purposes of the procedures in this term, if:

- a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- the Employee or Employees advise Holcim of the identity of the representative in writing; and

- the Company will recognise the representative, provided that where the representative is a registered trade union, such union has constitutional coverage of the Employee.

8.8 As soon as practicable after making its decision, the Company must discuss with the relevant Employees:

- the introduction of the change; and
 - the effect the change is likely to have on the Employees; and
 - measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- for the purposes of the discussion—provide, in writing, to the relevant Employees:
- all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the Employees; and
 - any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

9. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

This Agreement is negotiated on the basis that it can be applied to all Employees fairly. However, this may not be beneficial to all Employees at all times as family, illness and/or personal impacts can change how someone may need to organise or structure their time at work.

This clause applies where an Employee has made a request for a change in working arrangements under s 65 of the Act on the basis that the Employee:

- is the parent, or has responsibility for the care, of a child who is of school age or younger;
- is pregnant;
- is a carer (within the meaning of the Carer Recognition Act 2010 (Cth));
- has a disability;
- is 55 or older;
- is experiencing family and domestic violence;
- provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.

The Employee must submit their request in writing and set out details of the change sought and explanation for the change.

The Company will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- the needs of the Employee arising from their circumstances;
- the consequences for the Employee if changes in working arrangements are not made; and
- any reasonable business grounds for refusing the request.

The Company will consider the request and provide a written response within 21 days which will confirm:

- if the Company cannot accommodate the Employee's request, details of the reasons for the refusal including the business ground/s for the refusal and how the ground/s apply;
- if there are any changes in working arrangements the Company can offer to better accommodate the Employee's circumstances and will set out those changes; or
- if the request is granted.

If the Employee does not agree with the process or the outcome of their request they can progress any grievance by following Clause 7 of this Agreement.

10. INDIVIDUAL FLEXIBLE ARRANGEMENTS

The Company and the Employee may agree to vary the application of the effect of the terms of the Agreement in respect of one or more of the following:

- arrangements for when work is performed;
- overtime rates;
- penalty rates;
- allowances; or
- annual leave loading.

The IFA must:

- meet the genuine needs of the Company and the Employee in relation to the matters mentioned in paragraph 1;
- be genuinely agreed to by the Company and the Employee without coercion or duress; and
- result in the Employee being better off overall at the time the IFA is made than if the IFA had not been made.

To initiate the making of an IFA, the Company must give the Employee a written proposal and, if the Company is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.

The Company must ensure that the terms of the IFA:

- are permitted matters under section 172 of the Act; and
- are not unlawful terms under section 194 of the Act; and
- result in the Employee being better off overall than the Employee would be if no individual arrangement was made.

The Company must ensure that the IFA:

- is in writing;
- includes the Employee's and Company name; and
- is signed by both the Employee and the Company. If the Employee is under 18 years old, then it must be signed by a parent or guardian; and

includes:

- the terms of the Agreement that will be varied by the arrangement;
- how the arrangement will vary the effect of the terms;
- how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement;
- states the day on which the arrangement commences; and
- provides a termination clause and the IFA will cease to have effect at the end of the notice period.

The Company must keep a copy of the IFA as a time and wages record and provide a copy to the Employee within 14 days after it is agreed to. Upon request by the relevant

Employee, the Company must provide copies of the IFA made under this clause to the Employee Representative or other Representative including a Union Representative.

The Company or Employee may terminate the IFA:

- by giving no more than 28 days written notice to the other party to the arrangement; or
- if the Company and the Employee agree in writing at any time.

11. EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITY

- 11.1 The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties do not diminish existing skills.
- 11.2 The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.
- 11.3 Where, at the business unit or site level an agreement is reached about how the Agreement should operate so as to make the business unit or site operate more efficiently according to its particular needs, the agreement shall be implemented provided the majority Employees affected genuinely agree.

12. EMPLOYMENT CATEGORIES

12.1 Full-time Employment

A full-time Employee is an Employee whose ordinary hours of work will be an average of 38 hours per week.

12.2 Part-time Employment

12.2.1 A part-time Employee is an Employee engaged to work less than 38 ordinary hours per week, and works a regular number of ordinary hours per week.

12.2.2 At the time of engagement, the Company and the part time Employee will agree in writing on a regular pattern of work specifying at least:

- the hours to be worked each day;
- which days of the week the Employee will work; and
- the actual starting and finishing times each day.

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

12.2.2 The provisions of this Agreement shall apply pro rata to a part-time Employee on the basis that the ordinary hours for a full-time Employee are 38 hours per week.

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

12.3 Casual Employment

12.3.1 A person is a casual Employee if:

- they are offered a job; and
- the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work; and

- they accept the offer knowing that there is no firm advance commitment and become an Employee.

12.3.2 A casual Employee must be paid:

- the ordinary hourly rate for the classification in which they are employed; and
- a loading of 25% of the ordinary hourly rate. The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment

12.3.3 A casual Employee must be paid for a minimum of four (4) hours on each day the Employee is engaged.

12.3.4 Where a casual Employee works overtime, they will be paid overtime rates as per Clause 20.11. Overtime payments shall be calculated on the Casual Employee's base rate of pay excluding the Casual loading.

12.3.5 Casual conversion is as per the NES.

12.4. Labour Hire and Casual Employment

12.4.1 All parties agree to institute a philosophy of retaining a core group of permanent production Employees. This core group will continue with multi-skilling.

12.4.2 During periods of increased business activity additional labour is to be sourced through Company agreements with contract labour supply organisations or by employment of casual Employees directly by the Company. This is seen as the best way of managing the business cycle whilst retaining skills within the permanent workforce.

12.4.3 Permanent Employees will be required to provide guidance and leadership for labour hire and direct casual Employees to ensure that correct safety and production practices are followed.

13. WAGES AND ALLOWANCES

13.1 Wage Increases

The following base pay rate % increases will apply:

- An increase of 3.5% from the first full pay period commencing on or after 1st January 2025;
- A second increase of 3% from the first full pay period commencing on or after 1st January 2026.

The new wage rates for each classification level are set out in Schedule A.

13.2 Allowances and Reimbursements

For all allowance values refer to Schedule B. For the avoidance of doubt these are flat rate allowances, with the exception of the Leading Hand allowance which will be applied as an all purpose allowance.

13.2.1 Transfer from Job to Job

An Employee transferred by the Company from one job to another job on the same day shall be paid for the time spent in travelling as for time worked.

13.2.2 Distant Work and Travel

All reasonable fares for travel to and from an Employee's place of work shall be reimbursed for work performed away from the Company's place of business.

13.2.3 Leading Hand Allowance

A Leading Hand is one who is directed to control, supervise and take responsibility for the work performed by two or more Employees.

13.2.4 Meal Allowance

An Employee required to work overtime for more than two hours without being notified on the previous day or earlier that they will be required to work shall either be supplied with a meal by the Company or paid an allowance for the first and subsequent meals.

If an Employee pursuant to notice has provided their own meal and is not required to work overtime or is required to work less than the amount advised, they shall be paid the above allowance for those meals they have provided themselves.

13.2.5 First Aid Allowance

Any Employee who holds an accredited and current First Aid Certificate and is appointed by the Company to perform first aid duty shall be paid an allowance.

13.3 Superannuation

The Company will meet its obligations under the Superannuation Guarantee (Administration) Act 1992.

The Company will pay contributions into either the Employee's choice of complying Superannuation Fund or into the Company's nominated Default Fund at the current SGC Rate. The earnings per annum for permanent full time and part time Employees up to the limit of the SGC Rate applied to the Australian Taxation Office's Maximum Contribution Base.

Should the Company make a Superannuation contribution in accordance with this clause, it shall not, to the extent of that contribution, be liable to pay wages to the Employee.

13.4 Payment of Wages

Wages shall be paid weekly or as otherwise agreed. The Employee will be paid their wages by direct transfer into the Employee's bank (or other recognised financial institution) account.

13.5 Higher Duties

Employees engaged for more than two (2) hours on a day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift; if for two hours or less during a day or shift such Employees shall be paid the higher rate for the time so worked.

If an Employee is required to perform other positions not covered by the Agreement, a secondment allowance may apply.

14. PROBATIONARY PERIOD

New Employees covered by this Agreement will be subject to the satisfactory completion of a six (6) month probationary period commencing from their first date of employment.

During this period either party may terminate the employment relationship by providing one (1) weeks' notice or by payment in lieu of notice.

15. STANDING DOWN

The Company may, under this subsection, stand down an Employee during a period in which the Employee cannot usefully be employed because of one of the following:

- Industrial action (other than industrial action organised or engaged in by the Company);
- A breakdown of machinery or equipment, if the Company cannot reasonably be held responsible for the breakdown;
- A stoppage of work for any cause for which the Company cannot reasonably be held responsible.

16. TERMINATION OF EMPLOYMENT

16.1 This section does not apply to Casual Employees nor to Fixed term Employees whose employment comes to an end in accordance with the specified term or task.

16.2 The Company or the Employee may terminate the employment relationship by providing the other party with notice specified in the below:

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

16.3 In addition to the above notice, an Employee who is over 45 years of age at the time of the giving of the notice and who has at least two years of continuous service is entitled to an additional week's notice from the Company.

16.4 Payment in lieu of the notice period may be made where the Employee is not required to work the notice period. Alternatively, employment may be terminated by the Company electing to give part of the period of notice specified and payment in lieu of the balance.

16.5 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

- The Employee's ordinary hours of work (even if not standard hours); and
- The amounts ordinarily payable to the Employee in respect of those hours including (for example) allowances, loading and penalties; and
- Any other amounts payable under the Employee's contract of employment.

16.6 The period of notice in this clause does not apply to an Employee whose employment is terminated in the case of dismissal for serious and wilful misconduct.

16.7 Notice of termination by an Employee

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

16.7.2 If the Employee fails to provide the required period of notice specified in sub clause 16.2, the Company may deduct the amount the Employee would have been paid in respect of the period of notice required by sub clause 16.2 less any period of notice actually given by the Employee. Any deduction in pay will be in accordance with s.324 of the Fair Work Act 2009, and will not in any case exceed one week's wages.

16.8 Time off during notice period

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

17. ABANDONMENT OF EMPLOYMENT

17.1 Where an Employee is absent from work for three (3) consecutive shifts without the consent of the Company or without notification to the Company, except for in exceptional circumstances, such Employee will be taken to have abandoned their employment. The Company will be entitled to treat the Employee's employment as having been terminated by the Employee.

17.2 Termination of employment by abandonment shall operate from the date of last attendance at work or the last day of absence where consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the latter.

17.3 The Company will make every effort to contact the Employee prior to the Employee's employment being terminated in accordance with this clause.

18. REDUNDANCY

18.1 Definitions

18.1.1. Business includes trade, process, business or occupation and includes part of any such business.

18.1.2. Redundancy occurs where the Company has made a definite decision that the Company no longer wishes the job the Employee has been doing to be done by anyone, and that decision leads to the termination of employment of the Employee.

18.1.3. Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- a) overtime;
- b) penalty rates;
- c) disability allowances;
- d) shift allowances;
- e) special rates;
- f) fares and travelling time allowances;
- g) bonuses; and

h) any other ancillary payments of a like nature.

18.2 Transfer to lower paid duties

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

18.3 Severance Payment

18.3.1 An Employee whose employment is terminated due to their position of employment being made redundant is entitled to two (2) weeks' severance pay for each year of service (pro-rata) up to a maximum of 52 weeks (including notice). Except for an employee with less than 2 years' service, but more than 1 year, shall be 4 weeks' pay.

An Employee will be entitled to severance pay in accordance with either (i.e. whichever is greater):

The following table:

Years of Continuous Service	Under 45 Years of Age Entitlement	45 Years and Over Entitlement
Less than 1 Year	Nil	Nil
1 Year and less than 2 Years	4 Weeks	5 Weeks
2 Years and less than 3 Years	7 Weeks	8.75 Weeks
3 Years and less than 4 Years	10 Weeks	12.5 Weeks
4 Years and less than 5 Years	12 Weeks	15 Weeks
5 Years and less than 6 Years	14 Weeks	17.5 Weeks
6 Years and Over	16 Weeks	20 Weeks

Or

Two weeks pay for each year of continuous service (pro rata) to a maximum of 52 weeks pay (exclusive of notice of termination).

18.3.2 Severance payment made to an Employee shall not include the payment of any allowances or overtime.

18.3.3 In addition to the severance payment paid in accordance with sub clause 18.3.1, an Employee whose employment is terminated due to their position of employment being made redundant is entitled to the payment of all accrued Long Service Leave.

18.4 Employee leaving during notice period

An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in Clause 16.2 – Notice of termination. In this circumstance the Employee will be entitled to receive the benefits and

payments they would have received under this clause had they remained with the Company until the expiry of the notice, but will not be entitled to payment in lieu of notice.

18.5 Alternative Employment

Where an Employee's position of employment is made redundant and the Company provides an offer of suitable alternative employment to the Employee with the Company or a related company, the Employee will not be entitled to the severance entitlements as provided for in sub-clause 18.3 of this Agreement. This clause will not operate such that it displaces s.120 of the Fair Work Act.

18.6 Job Search Entitlement

18.6.1 During the period of notice of termination given by the Company in accordance with Clause 16.2, an Employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

18.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Company, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

18.7 Transmission of business

18.7.1 The provisions of this clause are not applicable where a business is before or after the date of this schedule, transmitted from an Employer (in this sub clause called the transmitter) to another Employer (in this sub clause called the transmittee), in any of the following circumstances:

- a) where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
- b) where the Employee rejects an offer of suitable alternative employment with the new Employer which recognises the period of continuous service which the Employee had with the old Employer and any prior Employer, to be continuous service with the new Employer.

18.7.2 In this sub clause, business includes trade, process, business or occupation and includes part of any such business and transfer includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. Transferred has a corresponding meaning.

18.8 Employees exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary Employees;
- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

19. DEDUCTIONS UPON TERMINATION

The Company may deduct from any monies owing to the Employee upon termination:

- any overpayment, subject to employee consent;
- if the Employee fails to work out the required notice period set out in this Agreement, except where Clause 18.4 applies, an amount equal to the amount the Employee would have been paid had the Employee worked the required notice period;
- the replacement value of any property belonging to the Company; and
- the value of any leave taken in advance.

Any deduction will be in accordance with s.324 of the Fair Work Act 2009.

20. HOURS OF WORK

- 20.1 The ordinary hours of work shall be an average of 38 hours per week to be worked over a maximum work cycle of four (4) weeks and shall be worked as outlined in Clause 20.4 hereof.
- 20.2 The ordinary hours of work may be worked on any weekday or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 5.00 a.m. and 5.00 p.m. in respect to day work and in respect to shift work as prescribed in Clause 21 (Shift Work).
- 20.3 Provided that the spread of hours may be altered by mutual agreement between the Company and the majority of Employees in the plant or section or sections concerned.
- 20.4 Provided that work done outside the spread of hours fixed in accordance with this clause for which overtime rates are payable shall be deemed to be part of the ordinary hours of work when otherwise the ordinary hours worked would be less than those prescribed.
- 20.5 Personal wash up time will be in the Employee's own time and does not form part of the Employee's rostered hours.
- 20.6 The ordinary hours of work shall not exceed ten (10) hours on any day. Provided that:
- 20.6.1 in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to agreement of the Company and the majority of Employees in the plant or section or sections concerned; and
- 20.6.2 by arrangement between the Company, and the majority of Employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked subject to:
- a) proper health monitoring procedures being introduced;
 - b) suitable roster arrangements being made;
 - c) proper supervision being provided;
 - d) adequate breaks being provided.

20.7 Method of Arranging Ordinary Working Hours

- 20.7.1 The method of implementing the 38 hour week shall be determined by agreement between the Company and the majority of Employees directly affected, from one or more of the following:
- a) by Employees working less than eight (8) ordinary hours each day;

- b) by Employees working less than eight (8) ordinary hours one or more days each week;
- c) by all Employees having one (1) RDO, excluding public holidays, in each twenty (20) day work cycle, eight (8) hours being worked on each of the other nineteen (19) days of those four weeks.

20.7.2 The RDO is to be nominated by the Company:

- a) by fixing one (1) RDO which all or any number of Employees will be off during a particular twenty (20) day work cycle;
- b) by rostering Employees off on various RDO's during a particular twenty (20) day work cycle.

20.7.3 Subject to operational requirements, preference shall be given to RDO's being arranged to suit individual requests.

20.7.4 Provided that the ordinary hours may be worked by such other method as is agreed between the Company and the majority of Employees directly affected.

20.7.5 Circumstances may arise where different methods of implementing a 38 hour week apply to various groups or sections of Employees in the plant or establishment concerned.

20.7.6 The day scheduled to be the day off in accordance with this clause may be worked as an ordinary working day without penalty when substituted by another day by agreement between the Company and Employee directly affected, or where a number of Employees are directly affected, by agreement between the Company and a majority of the Employees in respect of whom a substitute day off is sought.

20.7.7 Excluding circumstances beyond the control of the Company, not less than seven (7) days advance notice is to be given concerning the days off allocated to Employees.

20.8 Flexibility in relation to RDO's

20.8.1 Where the hours of work of an establishment, plant or section are organised in accordance with sub clause 20.7.2 hereof the Company may require the Employee/s to accrue up to a maximum of five (5) RDO's.

20.8.2 Where a rostered day off is accrued, it shall be allowed and taken within twelve (12) months of its original due date.

20.8.3 During each entitlement of four (4) weeks annual leave, the Employee is deemed to have accumulated and taken an RDO.

20.8.4 An Employee may be directed to work on a scheduled RDO, provided the Employee is provided with at least five (5) working days' notice of the requirements to work on the RDO, or by agreement between the Company and Employee directly affected.

20.8.5 Where an Employee is directed to work on an RDO, the Employee will be paid at overtime rates or alternatively will be paid ordinary rates and will accrue an RDO to be taken at a mutually agreed time.

20.8.6 Where an Employee has a RDO balance in excess of five (5) days, they can provide a written request to have the additional days cashed out.

20.9 Meal Breaks

- 20.9.1 Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour which must be commenced within the fourth to sixth hours from the commencement of ordinary working hours.
- 20.9.2 The Company may in appropriate circumstances reasonably require an Employee to change the time of taking the unpaid meal break to ensure continuity of production.
- 20.9.3 An Employee required to work for five hours on a Saturday, Sunday or public holiday shall be entitled to a meal break of twenty (20) minutes to be paid at ordinary rates of pay, provided the Employee continues work for more than one and a half hours following the conclusion of the meal break.
- 20.9.4 An Employee required to defer the meal break beyond the sixth hour of the shift shall be paid at the rate of time and one half until the meal break is taken or the end of the shift, whichever first occurs.
- 20.9.5 An Employee who is required to work for more than two hours beyond their normal ceasing time in any day shall be allowed a break of twenty minutes at ordinary rates.

After each further four hours worked, an Employee shall be entitled to crib time of twenty minutes without deduction of pay, if the Employee continues working after such crib time.

- 20.9.6 The Employee and Company may agree to any variation of these provisions to suit the circumstances of the work in hand. Provided that the Company shall not be required to make payment in respect of any time allowed in excess of twenty (20) minutes.
- 20.9.7 The Company may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

20.10 Rest Periods

- 20.10.1 All Employees shall be entitled to one rest interval of 7.5 minutes duration to be taken prior to the meal interval and a further rest interval of 7.5 minutes duration shall be taken after the meal interval where the Employee is required to work more than six hours on any day or shift. The rest intervals shall be taken at such times that will not interfere with the continuity of work. Such intervals are to be counted as time worked.
- 20.10.2 Provided that in lieu of the above provisions and by agreement between the Company and the majority of Employees at a particular plant, one break of fifteen minutes duration per day may be taken at a mutually agreeable time.

20.11 Overtime

Payment for overtime shall be as follows:

Monday to Friday	Time and a half for the first two hours and double time thereafter calculated on the Employee's base rate of pay.
Saturdays	Time and a half for the first two hours and double time thereafter calculated on the Employee's base rate of pay for a minimum of four hours.
Sundays	Double time is calculated on the Employee's base rate of pay for a minimum of four hours.

Public Holidays	<p>Ordinary time plus time and a half (i.e. total double time and a half) calculated on the Employee's base rate of pay.</p> <p>Where a shift falls partly on a public holiday, and the major portion of the shift is worked on a public holiday, this will be classified as a public holiday shift.</p>
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20.12 Call Back

An Employee recalled to work overtime Monday to Friday inclusive after leaving the Company's worksite (whether notified before or after leaving the worksite) shall be paid for a minimum of four (4) hours' work at the appropriate overtime rate for each time so recalled.

20.13 Requirement to work reasonable overtime

20.13.1 Subject to sub clause 20.13.2, the Company may require an Employee to work reasonable overtime at the applicable overtime rate.

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

- a) any risk to Employee health and safety;
- b) the Employee's personal circumstances including any family responsibilities;
- c) the needs of the workplace or enterprise;
- d) the notice (if any) given by the Company of the overtime and by the Employee of their intention to refuse it; and
- e) any other relevant matter.

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

20.14 Rest Period after Overtime

An Employee will be entitled to a break of ten (10) hours between finishing overtime and reporting again for duty. They will not incur a reduction in payment for ordinary hours worked in this time.

When directed to resume work before such a break is taken, the Employee must be paid at the rate of double time for all time subsequently worked until a break of at least ten (10) hours has been taken.

The provisions of this sub clause shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- a) for the purpose of changing shift rosters; or
- b) where a shift is worked by arrangement between the Employees themselves.

21. SHIFT WORK

Shift Type	Definition
Afternoon Shift	Any shift finishing after 6.00pm and at or before midnight
Night Shift	Any shift finishing subsequent to midnight and at or before 8.00am
Continuous Shift Work	Means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six (6) consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Company
Rostered Shift	Means a shift of which the Employee concerned has had at least 48 hours' notice

21.1 Hours - Continuous Work Shifts

21.1.1 This sub clause shall apply to shift workers on continuous work as defined above. The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, where the Company and the majority of Employees concerned agree, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Subject to the provisions of this sub clause, shift workers shall work at such times as the Company may require.

21.1.2 A shift shall consist of not more than ten (10) hours inclusive of crib time, provided that:

- a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) hours on any shift the arrangement of hours shall be subject to the agreement of the Company and the majority of Employees concerned.
- b) By agreement between the Company, and the majority of Employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve (12) hours on any day may be worked subject to:

- proper health monitoring procedures being introduced;
- suitable roster arrangements being made;
- proper supervision being provided;
- adequate breaks being provided;
- an adequate trial or review process being implemented.

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

21.1.3 Twenty (20) minutes each shift for crib time shall be counted as time worked.

21.2 Hours - other than Continuous Shift Work

21.2.1 This sub clause shall apply to shift workers not on continuous work as defined. Subject to Clause 20.7, the ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following basis:

- a) 38 hours within a period not exceeding seven (7) consecutive days; or
- b) 76 hours within a period not exceeding fourteen (14) consecutive days, or
- c) 114 hours within a period not exceeding 21 consecutive days; or
- d) 152 hours within a period not exceeding 28 consecutive days.

An afternoon or night shift worker shall be allowed twenty (20) minutes crib time in each shift which shall be counted as time worked and paid for as such.

21.2.2 The ordinary hours shall be worked continuously except for meal breaks at the discretion of the Company. An Employee shall not be required to work for more than six (6) hours without an unpaid meal break. Except at the regular change-over of shifts, an Employee shall not be required to work more than one shift in each 24 hours, provided that:

- a) the ordinary hours of work prescribed hereof shall not exceed ten (10) hours on any day;
- b) in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight (8) hours on any shift, the arrangement of hours shall be subject to agreement between the Company and the majority of Employees in the plant or work section or sections concerned; and
- c) by agreement between the Company, and the majority of Employees in the plant, work section or sections concerned, ordinary hours not exceeding twelve (12) hours on any day may be worked subject to:
 - proper health monitoring procedures being introduced;
 - suitable roster arrangements being made;
 - proper supervision being provided;
 - adequate breaks being provided.

21.3 Rosters

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

21.4 Variation by agreement

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

21.4.2 The time of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of Employees concerned to suit the circumstances of the establishment, or in the absence of agreement by seven (7) days' notice of alteration given by the Company to the Employees.

21.5 Shift Allowances

The following allowances are additional percentages of the Employee's base hours pay rate:

A shift worker whilst on afternoon or night shifts shall be paid for such shifts 15% more than their ordinary base pay rate.

A shift worker who works on an afternoon or night shift which does not continue:

- a) for at least five (5) successive afternoons or nights in a five (5) day workshop or successive afternoons or nights in a six (6) day workshop; or
- b) for at least the number of ordinary hours prescribed by one of the alternative arrangements in Clauses 20.2 or 20.3 hereof, shall be paid for each such shift 50% for the first two (2) hours thereof and 100% for the remaining hours thereof in addition to their ordinary base pay rate.

An Employee who:

- a) during a period of engagement on shift, works night shift only; or
- b) remains on night shift for a longer period than four (4) consecutive weeks; or
- c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least 1/3rd of their working time off night shift in each shift cycle shall during such engagement period or cycle be paid 25% more than their ordinary base pay rate for all time worked during ordinary working hours on such night shifts.

21.6 Saturday shifts

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

21.7 Overtime

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

- a) if employed on continuous work be paid at the rate of double time; or
- b) if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter, except in each case when the time is worked:
 - by arrangement between the Employees themselves;
 - for the purpose of effecting the customary rotation of shifts; or
 - on a shift to which an Employee is transferred at short notice as an alternative to standing the Employee off in circumstances which would entitle the Company to deduct payment for a day in accordance with Clause 15 (Standing Down).

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

21.8 Sundays and Public Holidays

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

- a) Sundays - at the rate of double time.
- b) Public Holidays as prescribed by Clause 29, at the rate of double time.

21.8.2 Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the pay rates prescribed by Schedule A. Where shifts commence between 11.00pm and midnight on a Sunday or a Public Holiday, the time worked before midnight shall not entitle the Employee to the Sunday or Public Holiday rate; provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday or Public Holiday and extending into a Sunday or Public holiday shall be regarded as time worked on such Sunday or Public holiday.

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

21.9 Shift Penalties and Extra Rates

Extra rates for Saturdays, Sundays, Public Holidays and periods of overtime shall be in substitution for and not in addition to the shift premiums prescribed in Clause 21.5 hereof.

22. HEAT POLICY

22.1 A heat stress policy shall be enforced as follows:

22.1.1 Employees will be entitled to a 10 minute paid rest break within each hour when the temperature reaches or exceeds 34 degrees celsius.

10 minutes paid rest break every hour	Above 34 degrees celsius
Employees will be sent home and be paid the remainder of the ordinary hours not worked for the applicable shift or in accordance with clause 22.1.5	Above 40 degrees celsius

22.1.2 The additional rest break as per 22.1.1, will not be in addition to ordinarily scheduled breaks. For example if an Employee is ordinarily entitled to a 10 minute paid rest break, the Employee will not receive an additional 10 minute paid rest break in accordance with 22.1.1.

22.1.3 The temperature is measured in an agreed location.

22.1.4 Where the temperature is expected to reach 40 degrees during the shift, Employees are required to present for work prior to the nominated start time.

22.1.5 Once the temperature reaches 40 degrees, Employees will be either provided with other suitable work if available where they are not working in 40 degrees, or if not available, work will cease and Employees may leave the site, provided that the task or activity being performed is completed.

22.1.6 In cases where emergency work is required or it is necessary to complete work already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an Employee undertaking the work of an imminent risk to their health or safety.

23. ANNUAL LEAVE

23.1 Period of Leave

A full time Employee is entitled to four (4) weeks of paid annual leave during each year of continuous service in accordance with the NES.

A part-time Employee is entitled to a pro-rata portion of the full time entitlement to annual leave.

For the purpose of annual leave provided in s.87(1)(b) of the Act, a shift worker is a seven (7) day shift worker who is regularly rostered to work on Sundays and Public Holidays.

23.2 Pay rates for Annual Leave

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

23.2.1 The amount of wages the Employee would have received in respect of the ordinary time the Employee worked had the Employee not been on leave during the relevant period. For the purpose of this paragraph, the amount of wages shall include wages prescribed by Schedule A; shift work allowances according to roster or projected roster including Saturday, Sunday or Public Holiday shifts; leading hand allowances; and first aid allowances: on the basis of average weekly earnings during ordinary hours over the preceding thirteen (13) weeks, but shall not include overtime and meal allowance; or

23.2.2 The base pay rate prescribed by Schedule A plus leading hand and first aid allowances where appropriate, plus a loading of 17.5% calculated on the sum of the above wage, leading hand and first aid allowances, where appropriate.

23.2.3 The annual leave loading shall be calculated for annual leave that has accrued in the 12 months to 31 December each year.

23.2.4 The payment of annual leave loading shall be paid annually in December each year.

23.3 Broken Leave

Annual leave, by agreement between the Company and the Employee concerned may be given and taken in more than one period and may be taken before the right to it has accrued.

23.4 How to calculate service for leave entitlement

In calculating service under this clause, and for the purpose of Clause 18 (Redundancy) and Clause 16.2 (Notice of termination), all periods of leave without pay or absence on account of sickness or injury and for which an Employee does not qualify for payment under this schedule, shall not count. Provided however, this exclusion shall not apply to an injury for which compensation is payable under an Act of Parliament relating to workers' compensation in respect of a period of less than twelve months.

23.5 Time of taking annual leave

Annual leave can be taken as soon as it is accumulated. The annual leave request must be approved by the Company and the Employee must provide reasonable notice of no less than two weeks' notice to the Company. The Company maintains the right to refuse an annual leave request, based on reasonable grounds.

23.6 Payment for leave

Each Employee, before going on leave, shall be paid the amount to which they would be entitled just prior to taking leave.

23.7 Annual Shutdown

23.7.1. Where the Company intends temporarily to close the site or a section thereof for the purposes of allowing annual leave to the Employees concerned or a majority of them, the Company may give in writing to such Employees one month's notice that the Company elects to apply the provisions of this sub clause; and

23.7.2 Any such Employee who at the date of closing is entitled to their annual leave shall be given their annual leave commencing on and from the date of closing with pay as prescribed by this clause; or

Any such Employee who at the date of closing is not entitled to their annual leave shall be given leave without pay on and from the date of closing and shall be paid any public holiday during such leave for which the Employee is entitled to payment.

23.8 Cashing out of Annual Leave

- a) The Company and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee. The agreement must state:
 - i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - ii) the date on which the payment is to be made.
- b) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made
- c) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks, and the maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

24. PERSONAL LEAVE

- 24.1 A full time Employee is entitled to ten (10) days of paid Personal Leave for each year of continuous service in accordance with the NES. Personal Leave includes paid sick leave and paid Carer's Leave.
- 24.2 A Casual Employee is not entitled to paid Personal Leave.
- 24.3 A Full-Time Employee is entitled to paid Personal Leave where:
 - 24.3.1 The Employee is unfit for work due to suffering from an illness or injury; or
 - 24.3.2 Immediate Family Member of the Employee, or a member of the Employee's household, requires care or support because of a personal illness, or injury of the member; or an unexpected emergency affecting the member.
- 24.4 Personal Leave is payable at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 24.5 An Employee's entitlement to paid Personal Leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 24.6 An Employee will not be entitled to paid Personal Leave for any period in respect of which they are receiving workers' compensation.

24.7 Notification

- 24.7.1 Where an Employee is absent on personal leave, they shall, where practicable, and generally prior to the commencement of their rostered start time, notify the Company of their inability to attend for duty.
- 24.7.2 Where it is not practicable for the Employee to provide prior notice, the Employee must notify the Company by phone at the first opportunity or as soon as practicable.

24.7.3 Notice provided by the Employee must include:

- The nature of the illness (if known) and/or requirement to take personal leave; and
- If Carer's Leave, the person requiring care or support and the relationship to the Employee;
- How long the Employee expects to be away from work.

24.8 Evidence Requirements

Documentary evidence for paid and unpaid Personal leave is required in accordance with the below in relation to a period of Sick Leave or Carer's Leave taken (or to be taken):

24.8.1 For Sick Leave the Employee must provide the Company with reasonable evidence such as a medical certificate or statutory declaration confirming that they were, or will be unable to attend work due to the Employee being unfit for work because of personal illness or injury.

- Two (2) single days absence in a calendar year, can be taken without any documentary evidence being required.
- A further three (3) days absence in a calendar year, may be taken with the minimum documentary evidence being a statutory declaration.
- After five (5) single days of absence in a calendar year or after two (2) consecutive days of absence and/or for Sick Leave taken prior to or immediately after a public holiday, or public holiday long weekend, and/or a rostered day off, a medical certificate must be provided.

24.8.2 For Carer's Leave the Employee must provide the Company with reasonable evidence such as a medical certificate or statutory declaration confirming that an Immediate Family Member is ill or injured and requires care; or if the care or support is due to an unexpected emergency affecting the Immediate Family Member.

24.9 Entitlement to unpaid Carer's leave

Subject to the evidentiary and notice requirements in sub clauses 24.7 and 24.8 an Employee (including a Casual Employee) is entitled to 2 days of unpaid carer's leave for each occasion where a member of the Employee's immediate family requires care or support due to an illness, injury or an unexpected emergency.

24.10 Compliance

24.10.1 Except in exceptional circumstances, where an Employee does not satisfy the notification and evidence requirements of this clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.

24.10.2 An Employee whose application for Personal leave is not approved will be subject to Holcim's disciplinary procedures for any such absence.

24.10.3 Where an abuse of personal leave provisions is suspected, Holcim will investigate the circumstances surrounding the absences, and take disciplinary action where appropriate. Holcim also reserves the right to request that satisfactory evidence, which may include medical certificates, be produced in support of all future personal leave requests. For a prolonged absence or a pattern of absences, an Employee can be required to attend an independent medical examination at Holcim's expense, and agree that a report will be provided to Holcim.

25. COMPASSIONATE LEAVE

- 25.1 An Employee is entitled to a period of two (2) days Compassionate Leave for each occasion when:
- a) an Immediate Family Member or a member of the Employee's household:
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies; or
 - b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - c) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 25.2 Where an Employee, other than a Casual Employee, takes a period of Compassionate Leave, the Company must pay the Employee at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 25.3 Payment for the period of absence will be subject to the Employee providing, to the satisfaction of a reasonable person, sufficient evidence of the death, serious illness or serious injury.

26. COMMUNITY SERVICE LEAVE

- 26.1 An Employee is entitled to Community Service Leave in accordance with the NES to attend:
- jury service; or
 - a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- 26.2 A full-time or part-time Employee who attends jury service during their ordinary hours:
- is entitled to have their pay made up to what they would have received for working their ordinary hours had they not attended jury service; and
 - is required to notify the Company as soon as possible of the date upon which they are required to attend for jury service; and
 - shall provide the Company with proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

27. PARENTAL LEAVE

An Employee is entitled to Parental leave in accordance with the NES and Holcim policy as amended from time to time.

28. DOMESTIC AND FAMILY VIOLENCE LEAVE

Employee eligibility for and entitlements to Domestic and Family Violence Leave are in accordance with the NES or Holcim Leave Policy, whichever is the more beneficial.

29. PUBLIC HOLIDAYS

- 29.1 An Employee, other than a casual Employee, shall be entitled to the following public holidays outlined in the NES, without deduction of pay:
- a) 1 January (New Year's Day)
 - b) 26 January (Australia Day) or as gazetted
 - c) Good Friday
 - d) Easter Monday
 - e) 25 April (Anzac Day)
 - f) Queen's birthday holiday (the day on which it is celebrated in Victoria or a region of Victoria)
 - g) 25 December (Christmas Day)
 - h) 26 December (Boxing Day); and
 - i) any other day or part-day declared or prescribed by or under the law of Victoria to be observed generally within Victoria (or a region of Victoria) as a public holiday.
- 29.2 The Company and the Employees may agree to Substitute another day for any prescribed public holiday in this clause. For this purpose the consent of the majority of affected Employees shall constitute agreement. An individual may also agree with the Company to substitute another day for any prescribed public holiday in this clause, in accordance with s.115(3) of the Act.
- 29.3 The Company may request an Employee to work on a Public Holiday if the request is reasonable.
- 29.4 Where an Employee is absent from their employment on a day or part-day that is a Public Holiday, the Company must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work on the day or part-day.
- 29.5 There will be no entitlement to payment for Public Holidays occurring during any period when an Employee applies for and the Company grants leave without pay. The Employer must pay an Employee for their ordinary hours on a Public Holiday, in accordance with s.116 of the Fair Work Act.

30. LONG SERVICE LEAVE

An Employee shall be entitled to Long Service Leave in accordance with the Victorian Long Service Leave Act 2018.

31. EDUCATION AND TRAINING

- 31.1 The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a greater commitment to training and skill development is required. It is agreed that training of Employees to a level commensurate with their capabilities and aspirations and in accordance with the skill requirements of the enterprise, is critical to Humes achieving the status of a world class operation. Accordingly, the parties continue to commit themselves to:
- Develop a best practice culture in the area of Workplace Health and Safety;
 - Developing a more highly skilled and flexible workforce;
 - Providing Employees with career opportunities through appropriate training to acquire additional skills; and
 - Removing barriers to the utilisation of skills acquired.

- 31.2 The skills of individual Employees will be recorded on a skills matrix, which will form the basis of identifying future training needs.

31.3 All Employees shall be provided with appropriate induction training which shall include:

- Factory layout
- Safety procedures
- Work procedures
- Quality procedures

31.4 All reasonable costs incurred in Company approved training will be reimbursed by the Company on production of evidence relating to the extent of costs incurred and successful completion of the approved course. This sub clause does not apply to indentured apprentices or traineeships.

32. EMPLOYEE REPRESENTATIVES

32.1 Is an Employee who is nominated by another Employee(s), and who may represent the Employee(s) in the following circumstances:

- Assist or support the Employee in relation to a workplace grievance;
- Act as a Support Person in the disciplinary management process;
- Attend the Consultative Committee as a nominated member;
- Attend the Agreement Bargaining meetings as a nominated member.

Subject to both business operational requirements and the Employee Representative obtaining prior approval from their Manager, the Company agrees to allocate reasonable time during working hours for the Employee Representative to assist and support the Employee(s) whom they represent in relation to matters covered by Clause 7 (Disputes and Grievance Resolution Procedure).

The Company will provide Employee Representatives with reasonable access to standard office facilities to assist with performing their role.

32.2 Employee Representative Training

Subject to operational requirements and obtaining prior approval from their Manager, an Employee Representative who is nominated by the Union to attend relevant training will be entitled to access up to five (5) days paid union training leave per annum and is non-cumulative.

Relevant training for this purpose includes, but is not limited to, training courses relating to dispute resolution and negotiation. For the avoidance of doubt, this training must be relevant to the workplace and the employment relationship.

The employee shall give the employer 14 days' notice in writing of the employee's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept. The notice to the employer shall include details of the type, content and duration of the course to be attended.

The taking of such leave shall be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements. An employee taking such leave shall be paid all ordinary time earnings which normally become due and payable during the period of leave. Leave of absence granted pursuant to this clause shall count as service for all purposes of this agreement.

An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations in an effort of continuous improvement.

All reasonable requests in relation to this clause will not be unreasonably refused.

33. SIGNATORIES

Signed for and on behalf of Holcim (Australia) Pty Ltd:



Signature of Authorised Person:

Name:

Guido Dewilde

Address:

18 Little Crib St, Milton, QLD, 4064

Position:

Executive General Manager Humes

Date:

13 march 2024

Signed for and on behalf of the Australian Workers Union:

Signature of Authorised Person:

Name:

Address:

Position:

Date:

Schedule A - Wage Rates

Classification Level	Hourly Base Pay Rate First full pay period on or after		
	1 January 2024	1 January 2025 3.5%	1 January 2026 3%
Level 1	\$30.50	\$31.57	\$32.51
Level 2	\$33.03	\$34.19	\$35.21
Level 3	\$36.08	\$37.34	\$38.46
Level 4	\$37.28	\$38.58	\$39.74
Level 5	\$38.75	\$40.11	\$41.31
Level 6	\$40.50	\$41.92	\$43.18
Tradesperson	\$45.00	\$46.58	\$47.97

* Base pay rate for Levels 1 to 6 incorporates the Industry Allowance as per the Concrete Products Award 2020 and any other Award allowances or penalties that are not otherwise contained within this Agreement.

* Base pay rate for a Tradesperson incorporates the Industry Allowance as per the Manufacturing and Associated Industries and Occupations Award 2020 and any other Award allowances or penalties that are not otherwise contained within this Agreement. The Agreement does not cover Apprentices.

Schedule B - Allowances

Allowance	First full pay period on or after		
	1 January 2024	1 January 2025 3.5%	1 January 2026 3%
Meal (per occasion)	\$19.90	\$20.60	\$21.21
First Aid (per day)	\$3.44	\$3.56	\$3.67

Allowance	First full pay period on or after
	1 January 2024
Leading Hand (per week)	\$57.69

Schedule C - Classification Structure

The level descriptions are broad and generic in nature.

In order to meet the relevant classification level, employees must meet requirements set out in the description for each level; and be engaged to utilise and hold one or more of the skills/competencies, and typically undertake some of the duties/tasks listed.

Level	Description	Overview of Duties/Tasks	Overview Skills/Competencies
1	<p>Entry level and/or new to the industry. Little or no demonstrated experience operating in a concrete products plant</p> <p>Able to perform work tasks within established routines, methods, and procedures.</p> <p>Will initially predominantly work under direct supervision.</p>	<p>General labouring and cleaning</p>	
2	<p>Possesses additional skills to Level 1</p> <p>Demonstrated competence and experience in operating in a concrete products plant for an extended period</p> <p>Basic product knowledge</p> <p>Understanding of Health & Safety procedures</p>	<p>Finishing, Stencilling, Patching and Painting products</p> <p>Operate Gantry Crane - Monorails</p> <p>Operate Bar Cutting Machine</p> <p>Stripping moulds</p> <p>Pre Start checks on machines</p> <p>Reassemble moulds</p> <p>Identify correct products and moulds</p> <p>Ability to demonstrate lock out procedures</p>	<p>Grinder</p> <p>Supervised Gantry Crane competency training</p> <p>Basic Lock Out induction procedure training</p> <p>Pre-stress induction</p>
3	<p>Possesses additional skills to Level 2</p> <p>Demonstrated high level of competence and experience in operating in a concrete products plant</p> <p>Operates flexibly between production areas/centres</p> <p>Basic computer literacy skills</p>	<p>Read and interpret drawings and instructions</p> <p>Basic concrete sampling (Lab)</p> <p>Basic welding (external competency assessed)</p> <p>Batch Plant Operator</p> <p>Complex Pipes and Product repairs</p> <p>EWP Operator under 11m</p>	<p>Front End Loader (verification of competency)</p> <p>Forklift Licence</p> <p>HR Licence</p> <p>Load Restraint Competency</p> <p>Dogman Licence</p> <p>Gantry Crane Competency (verification of competency)</p>

	<p>Basic understanding of standards relating to Concrete Products</p>	<p>Hume Guard fit out and Water Solutions products</p> <p>Load testing</p> <p>Loading and unloading trucks (forklift)</p> <p>Measure and record product dimensions</p> <p>Mobile Equipment Operation (forklift etc)</p> <p>Operate Gantry Crane</p> <p>Operate Kibble</p> <p>Operate Manual Bar Bender Machine</p> <p>Operate Mesh Bending Machine</p> <p>Perform quality checks on works (and associated documentation)</p> <p>Performs dogman duties</p> <p>Pre-stress, barrel and wedge cleaning, inspection and assemble</p> <p>Running of strand in Pre-stress</p> <p>Setting steam controllers and maturity loggers</p> <p>May work with or assist a Tradesperson</p>	<p>Batch Plant Competency</p> <p>Elevated Work Platform Under 11m (verification of competency)</p>
4	<p>Possesses additional skills to Level 3</p> <p>Demonstrated significant experience in operating in a concrete products plant</p> <p>Operates flexibly between production areas/centres</p> <p>Works from complex work instructions and procedures</p> <p>Intermediate computer literacy skills</p>	<p>Read and interpret complex drawings and instructions</p> <p>Competent in raising QSIs</p> <p>Competent in the use of a Concrete Cover Meter and Cover Meter checks</p> <p>Batch Console Operator (Programming loads)</p> <p>Pre-stress level 3 sign off and competency assessed in sagging and stressing operations</p>	<p>Mobile Crane Licence</p> <p>Welding Qualification - Second Class</p> <p>Elevated Work Platform Over 11m - Licence</p> <p>Working at Heights ticket</p> <p>Quality Control Competency</p>

	<p>Sound knowledge of Holcim operational and procedures / processes / systems</p> <p>Advanced understanding of standards relating to Concrete Products</p>	<p>Rotation of Products</p> <p>Set up of Water Solutions products (i.e. Humeguards, headwalls tilt up casting)</p> <p>Operation of off-coil machine</p> <p>Competent in managing documentation (QA / QC)</p> <p>Complex concrete testing</p> <p>Perform complex mould set ups</p> <p>Authorised Lock Out Officer</p> <p>Issuing of Work Permits</p> <p>Loading and unloading trucks (mobile crane)</p> <p>Performs Welding - ticketed</p> <p>EWP Operator over 11m (VOC) - HRL</p>	
5	<p>Possesses additional skills to Level 4</p> <p>Demonstrated significant experience in operating in a concrete products plant</p> <p>Operates flexibly between production areas/centres</p> <p>Works from complex engineering and maintenance instructions and procedures</p> <p>Intermediate computer literacy skills</p> <p>May coordinate and supervise the work of other Employees and/or contractors</p> <p>Advanced understanding of standards relating to Concrete Products</p>	<p>Gantry Crane - Critical lifts</p> <p>Boiler operation</p> <p>Oversee the activities of sub-contractors in regards to operational plant and equipment</p> <p>Involvement in Production Planning functions</p> <p>Performing risk assessments for new tasks as well as JSAs with support from Supervisors/ Production Manager</p> <p>Intermediate Rigger duties (e.g. Supervising specialised lifts)</p>	<p>Boiler Licence (verification of competency)</p> <p>Rigger - intermediate (verification of competency)</p> <p>Gantry Crane Competency – Critical lifts. i.e. non-synchronised dual crane lift</p>
6	<p>Appointed by Holcim and possesses additional skills to Level 5</p>	<p>Health & Safety - Involvement and lead Subject and Critical Driven VPCs</p>	<p>Certificates in the below would be well regarded</p> <p>Health & Safety</p>

		Purchasing/Ordering of raw materials Inventory control Managing and intervening in performance and conduct management of team members	Leadership Training & Assessment
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Additional Notes/Comments

- Despite anything contained in this Agreement, no employee will be entitled to receive a classification progression unless:
 - The conduct and performance of such an employee has been satisfactory; and
 - The competency objectives for the relevant classification level have been achieved as defined by this Agreement.
- Movement between Classification Levels will be based on achievement of specified competencies outlined in the Classification Structure;
- Employees will be considered trained in a skill when they have been assessed as competent in accordance with the relevant Work instruction(s) by their Production Manager;
- Employees deemed Not Yet Competent, may be retested at a later date following further training;
- It is a reasonable expectation that employees maintain the relevant competencies and perform to the level at which they are classified;
- Where an employee has breached a Holcim policy, process, procedure and/or work instruction, or fails to meet the reasonable performance standards of the classification level, they may be required to be reassessed / retrained. In the event the employee fails the assessment and/or retraining and re-testing, they may be deemed not competent for that classification.
- Any breaches of Holcim policy, process, procedure and/or work instructions may result in the withdrawal of competence for the relevant skill level;
- Appointments to classification levels 1-5 are automatic once relevant competencies are achieved;
- The Company is committed to developing employees, in accordance with the operational requirements of the business;
- Appointment to Level 6 will be strictly managed by Holcim (Humes), on an as required basis, in accordance with the operational requirements of the business;

Employees who have a grievance in relation to the classification assessment and review process can address this via Clause 7 - Dispute Resolution Procedure.