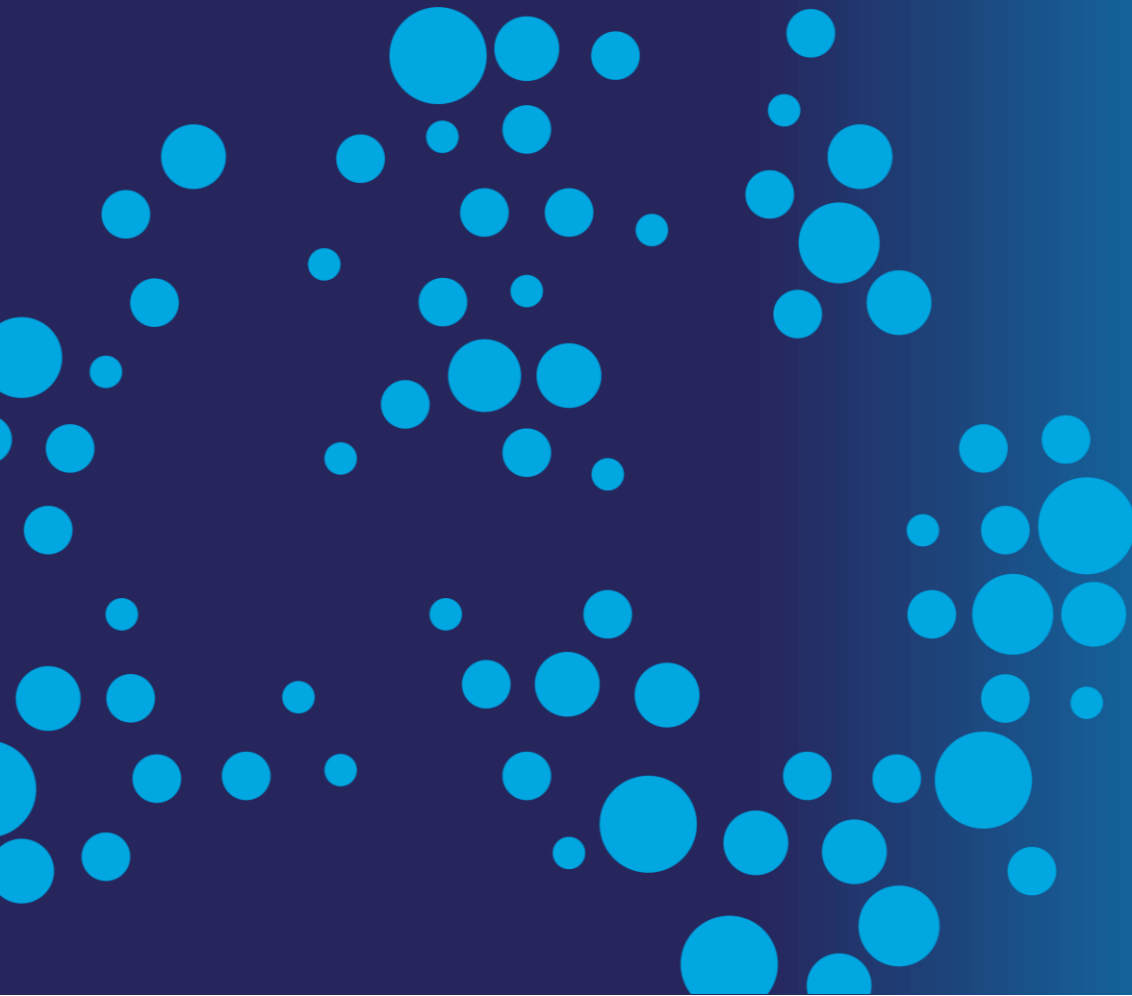


ADBRI MASONRY NOWRA ENTERPRISE AGREEMENT 2024



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Part 1 – Parties Bound, Operation and Variation

1.1 Application of the Agreement

This Agreement is known as the Adbri Masonry Nowra Enterprise Agreement 2024 (“**the Agreement**” or “**this Agreement**”).

Parties covered by this agreement are:

Adbri Masonry Pty Ltd; and

All Employees engaged by Adbri Masonry Pty Ltd at the Nowra site, Lot 1 Prosperity Road, South Nowra, New South Wales 2541, who are covered by the classifications within the Agreement; and

Construction Forestry Mining and Energy Union (CFMEU).

1.2 Definitions

In this Agreement:

“Act” means the Fair Work Act 2009.

“Agreement” means this Enterprise Agreement.

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

“FWC” or “Commission” means the Fair Work Commission.

“Employer or Company” means or refers to Adbri Masonry Pty Ltd, ABN 31 009 687 521.

“Employee” means an Employee bound by this Agreement.

“NES” means National Employment Standards.

“Award” means Concrete Products Award 2020 and/ or Manufacturing and Associated Industries and Occupation Award 2020 as at the date of approval of this Agreement.

1.3 Commencement and Duration of the Agreement

The Agreement shall operate from at least seven (7) days after it is approved by the Fair Work Commission (“FWC”). The Agreement will have a nominal expiry date of **30th June 2027**.

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

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

1.4 Conditions of Employment

Employees will observe Company policy as issued from time to time. Company policy does not form part of this Agreement.

1.5 Application of Award Conditions and the NES

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

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

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

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

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

1.6 Validity of this Agreement

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

1.7 Model Flexibility Term

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

The employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed
 - ii. overtime rates
 - iii. penalty rates
 - iv. allowances
 - v. leave loading; and

- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee.

The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

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

The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing at any time.

Part 2 – Consultation and Dispute Resolution

2.1 Consultation

Model Consultation Term

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

2.1.1 Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses three (3) to nine (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

2.1.2 Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion — provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term: *relevant employees* means the employees who may be affected by a change referred to in subclause (1).

2.2.3 Dispute Resolution

2.2.3.1 If a dispute relates to:

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

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

2.2.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

2.2.3.4 With regards to Clause 2.2.3.3, while the parties are trying to resolve the dispute using the procedures in this term:

- The pre-dispute status quo shall prevail whilst the matter is being dealt with in accordance with this procedure; and
- 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
- 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:
 - a. the work is not safe; or
 - b. applicable occupational health and safety legislation would not permit the work to be performed; or
 - c. the work is not appropriate for the employee to perform; or
 - d. there are other reasonable grounds for the employee to refuse to comply with the direction.

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

2.2.3.6 FWC may deal with the dispute in 2 stages:

- (a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if FWC is unable to resolve the dispute at the first stage, FWC may then:

- (i) arbitrate the dispute; and
- (ii) make a determination that is binding on the parties.

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

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

Part 3 - Types of Employment and Classifications

3.1 Types of Employment

Full time Employees

Full-time employee means those Employees engaged to work an average of thirty-eight (38) ordinary hours per week, averaged over up to four (4) weeks, with such reasonable additional hours as required by the operational needs of the business.

Part-Time Employees

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

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

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

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

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

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

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

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

Fixed Term or Maximum Term Employees

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

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

3.2 Casual Employees

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

3.2.2 There is no obligation on the Company to provide a casual Employee with work, however, Casual employees may work up to a maximum of thirty-eight (38) ordinary hours per week.

3.2.2.1 Irrespective of hours worked, a casual Employee shall be paid a minimum of four (4) hours work for each start.

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

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

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

3.3 Conversion of Casual Employment

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

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

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

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

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

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

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

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

3.4 Probationary Period

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

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

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

Part 4 – Hours of Work

4.1 Ordinary Hours of Work

4.1.1 The ordinary hours of work shall average thirty-eight (38) hours per week but not exceed 152 hours in twenty-eight (28) days.

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

4.1.3 You can be rostered to work ordinary hours between the hours of 6:00 am to 6:00 pm Monday to Friday inclusive. If you complete your hours of work between 6:00 am and 6:00 pm, Monday to Friday, you will be deemed a Day Shift worker. Day Shift does not receive any shift loadings.

4.1.4 Any work done before and/ or outside of these hours will be paid as overtime or at shift penalty rates.

4.1.4 You may be required to make yourself available to work any required additional hours and if you have any concerns with this requirement, please discuss your circumstances with your Manager.

4.2 Limit of Ordinary Hours

Ordinary hours of work are limited to an average of up to thirty-eight (38) per week to be averaged over a four (4) week cycle as per **Clause 4.1**.

Unless clause 4.2.1 Shiftwork applies, the ordinary hours of work each week will be worked Monday to Friday 6.00am to 6.00pm according to a roster.

The Employer will prepare rosters identifying the hours to be worked at least seven days in advance.

Once the roster is set the Employee's hours may only be changed by Agreement with the Employer or by the Employer giving the Employee at least 24 hours' notice of a change due to staff absences or unforeseen work demands.

The Employer will make every reasonable effort to roster Employees in a manner that is both fair and equitable to ensure that allocation of weekend and public holiday hours are equally divided between Employees on a rotating basis.

The Employer will attempt to accommodate the personal commitments of Employees as best as possible, considering the operational requirements of the business.

Each week employees must complete a written record (provided by the Employer) of all hours worked. This will include starting times, finishing times and any unpaid breaks that may be taken.

4.3 Shift Work

For the purposes of this Clause:

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

4.3.2 Night shift means any shift finishing after midnight and at or before 8.00 a.m.

4.3.3 Rostered shift means a shift of which the Employee concerned has had at least 48 hours’ notice.

4.4 Rosters

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

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

4.4.3 Except where clause 4.1.2 applies, the time of commencing and finishing shifts once having been determined may be varied by agreement between the Employer and the majority of Employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days’ notice of alteration given by the Employer to the Employees.

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

Afternoon shift (All employees)	15%
Temporary shift structure change (Afternoon Shift)	17.5%
Night shift (Production and/ or Yard employee)	25%
Night Shift (Maintenance employee)	30%

4.4.5 During planned periods of temporary shift structure changes for up to six (6) months, the afternoon shift allowance will be paid at 17.5%. If the change will continue for longer than six (6) months, the Afternoon shift (All employees) penalty rate applies for the entire period.

4.4.6 Shift workers who work on any afternoon or night shift which shift roster does not continue for at least five (5) consecutive afternoons or nights in a five-day workshop and/ or six-day workshop must be paid at the rate of **150%** of the ordinary hourly rate for the first three (3) hours and **200%** of the ordinary hourly rate thereafter for each shift.

4.5 Additional Hours of Work

The nature of the industry means we are often required to work hours defined by our customers. This means you may be directed to work additional hours each week which will be paid as overtime as per **clause 4.6 Overtime**.

This could include additional hours at the beginning or end of the day, based on the Plant and customer needs.

You may be requested to make yourself available to work any additional hours, and if you have any concerns, please discuss your circumstances with your Manager.

4.6 Overtime

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

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

- any risk to Employee health and safety;
- the Employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

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

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

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

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

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

Overtime on a Public Holiday will be paid at double time and a half (250%) for the entire shift with a minimum payment of three (3) hours.

Casual employees who work in excess of their ordinary casual hours are to be paid a 10% loading on top of the standard permanent overtime rates instead of a 25% loading, for the hours worked as overtime.

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

4.6.1 Rest period after overtime

When overtime work is necessary it shall, wherever reasonably practicable be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.

An Employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of the overtime until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Employer an Employee resumes or continues work without having had the ten consecutive hours off duty the Employee shall be paid at double time until they are released from duty for ten (10) consecutive hours. The Employee is then entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

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

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

4.7 Rostered Days Off (RDO)

This Agreement will incorporate flexibility for the taking of Rostered Days Off (RDO's) at times that ensure that operational requirements are met.

The Employee is required to work up to forty (40) ordinary hours each week. The two (2) hours worked in excess of thirty-eight (38) hours per week will accumulate and be taken as paid time off work, by the hour, half day or full day as agreed between the Employee and the Company subject to operational needs.

The maximum RDO's to be accrued each year is thirteen (13).

Accrued days off must be taken at a time mutually agreed between the employee and their manager. The employee must take one (1) RDO each month when accrued, unless otherwise agreed by the Company.

4.8 Breaks

4.8.1 Meal Breaks

The Employee will receive a meal break each day to be taken between loads at a time suitable to the Company's production demands, taking into account relevant Legislation.

4.8.1.1 By arrangement with the Employees on each shift of more than five (5) hours duration worked Monday to Friday an unpaid meal break must be allowed of not less than thirty (30) minutes but not more than sixty (60) minutes, free of all duty.

4.8.1.2 The meal break must commence, at the latest, during the 6th hour of work.

4.8.1.3 The Employer may in appropriate circumstances reasonably require an Employee to change the time of taking the meal break to ensure continuity of production.

4.8.1.4 When an Employee is interrupted during a meal break by a call to duty, the extent of the interruption must be counted as time worked and the Employee must be allowed to continue such meal break as soon as practicable. Should it be impracticable for the Employee to complete such meal break during the remainder of the ordinary working hours, **clause 4.8.1.6** below applies.

4.8.1.5 An Employee required to work more than five hours on a Saturday, Sunday or public holiday shall be entitled to a meal break of twenty minutes to be paid at the Ordinary Rate of Pay provided the Employee continues work for more than one and a half hours following the conclusion of the meal break.

4.8.1.6 An Employee required to defer the meal break beyond the sixth hour of work, Monday to Friday, 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.

4.8.2 Overtime Breaks

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 (20) 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.

The Employee and Employer may agree to any variation of the length of breaks to suit the circumstances of the work in hand. Provided that the Employer shall not be required to make payment in respect of any break time allowed in excess of twenty minutes.

The Employer may organise meal breaks to be taken at such times that they will not interfere with the continuity of work.

4.8.3 Rest Breaks

All Employees shall be entitled to one rest break of seven and a half (7½) minutes duration to be taken prior to the meal break and a further rest break of seven and a half (7½) minutes duration shall be taken after the meal break where the employee is required to work more than six (6) hours on any day or shift.

4.8.3.1 The rest breaks shall be taken at such times that will not interfere with the continuity of work.

4.8.3.2 Rest breaks are to be counted as time worked.

4.8.3.3 Provided that in lieu of the above provisions and by Agreement between the Employer and the majority of Employees at a particular plant, one (1) break of fifteen (15) minutes duration per day may be taken at a mutually agreeable time.

Part 5 – Remuneration

5.1 Your Pay

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

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

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

If an Employee is competently performing one of the core duties of a higher classification and is doing so for four (4) or more hours per day, that person shall be paid the pay rate of the higher classification for the total of that day.

5.2 Wage Increases

The Rates of Pay listed in **Schedule 1** of this Agreement will increase as follows:

- i. Upon the commencement date of this Agreement, the pay increase will be as per the table in **Schedule 1** effective from the first full pay period on or after **1 July 2024**.
- ii. An increase of **3%** will be effective from the first full pay period on or after 1 July **2025**.
- iii. An increase of **3%** will be effective from the first full pay period on or after 1 July **2026**.

5.3 Allowances for Production/ Yard Employees

For Yard and Production Employees whose classifications are in Schedule 1 and 3, the allowances in this clause apply.

The rates and increases for all allowances are set out in Schedule 1 and Schedule 2 of this Agreement.

5.3.1 Leading hand allowance

A Leading hand is an employee who is directed to control and takes responsibility for the work performed by one or more employees. This allowance will be paid per week and in addition to their ordinary rate, as prescribed in Schedule 2 of this Agreement.

5.3.2 First aid allowance

Any Employee who holds a relevant first aid certificate and is appointed by the Employer to perform first aid duty, in addition to ordinary duties, shall be paid the amount prescribed in Schedule 2 per day in addition to the Ordinary Hourly Rate.

5.3.3 Overtime 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 Employer or paid the amount prescribed in Schedule 2 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 amount prescribed in Schedule 2 for those meals they have provided themselves.

5.3.4 Laundry allowance

Employees will be paid an allowance, as per Schedule 2, in recognition of the necessity of laundering work uniforms and clothing.

5.3.5 Mixer clean allowance

Employees will be paid an allowance as per Schedule 2 when required to perform a mixer clean.

5.3.6 Area change allowance

Employees will be paid an allowance as per schedule 2 when required to change areas from the Yard to the Wrapper.

5.3.7 Boots

Employees will be provided with boots or reimbursement for boots to the value of \$220.00 per pair, to be replaced on a fair wear and tear basis. Boots requiring replacement are to be provided to management prior to being replaced.

5.4 Superannuation

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

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

All Employees have a choice of nominating a superannuation fund that complies with the legislation. You must nominate your fund within twenty-eight (28) days of commencing

employment with us. If you do not nominate a complying superannuation fund during this time, Adbri will pay your superannuation contributions into our default fund.

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

For Existing Employees employed prior to 4 June 2014, the Company will continue to pay 12.4% or your ordinary time earnings into your nominated super fund.

Part 6 – Work, Health and Safety (WHS)

6.1 Work, Health and Safety

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

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

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

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

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

6.1.5 Failure to comply with any of clauses 6.1 - 6.3 will result in disciplinary action up to and including termination of employment.

6.2 Clothing

6.2.1 Uniforms

The Company will:

- (a) Provide all Employees with protective equipment including safety footwear (where appropriate) on their first day of employment and clothing will be provided as soon as possible after that.

- (b) Replace clothing and equipment as is necessary due to fair wear and tear. The replacement process will be on an exchange basis.
- (c) Protective clothing and footwear issued to Employees by us are not to be used for personal use.

The Employee will:

- (d) Be provided with a uniform of a style and quality suitable to the Company.
- (e) Have the uniform replaced when worn out, on an exchange basis.
- (f) Wear the uniform provided.
- (g) Employees will be responsible for the laundering and maintenance of clothing and footwear issued to them.

6.2.2 Safety Boots

The Company will provide one pair of suitable approved work boots to each Employee. The work boots will be replaced when worn out, as set out in clause 5.3.

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

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

6.2.3 Protective Items (PPE)

When required the Company will supply:

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

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

If Employees fail to wear the protective clothing issued to them or fail to properly utilise any piece of safety equipment at the worksite, then appropriate disciplinary processes up to and including termination of employment will apply.

Part 7 – General Conditions

7.1 Anti-Discrimination

The parties to this Agreement agree that:

It is the Employee's and the Employer's intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

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

7.2 Workplace Harassment

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

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

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

7.3 Secondary employment

If an Employee wishes to hold a second job with someone else, then they must advise us of this.

We may oppose that request and they must comply with our decision if we are of the opinion, it will harm our business or negatively affect their ability to work for us.

7.4 Chain of Responsibility

All Employees have a responsibility to be aware of and understand legal requirements relating to Chain of Responsibility, including understand each person's role in the chain, and ensuring compliance with legal and business requirements in relation to Chain of Responsibility. Training will be provided to Employees.

Part 8 – Leave and Public Holidays

8.1 Annual Leave

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

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

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

An Employee may be required to take a nominated period of annual leave due to a partial or complete shutdown of the business. The Employer will advise the Employee of the dates to be taken prior to the shutdown.

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

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

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

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

Any annual leave accrued but not taken will be paid out on termination of employment based on the Employee's ordinary rate of pay at that time, plus 17.5% leave loading.

8.1.1 Management of Excessive Annual Leave

8.1.1.1 An employee has an excessive annual leave accrual if the employee has accrued more than eight (8) weeks' paid annual leave or ten (10) weeks' paid annual leave for a shift worker, as defined by clause 4.1.

8.1.1.2 If an employee has an excessive annual leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

8.1.1.3 Subject to the following conditions, the employer may direct the employee to take or the employee may request to take a period of annual leave once the employee has an excessive leave accrual.

The direction or request:

- is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six (6) weeks when any other paid annual leave arrangements are taken into account; and
- must not require the employee to take any period of paid annual leave of less than one week unless agreed by both parties; and
- must not require the employee to take a period of paid annual leave beginning less than eight (8) weeks, or more than twelve (12) months, after the direction is given unless agreed by both parties; and
- must not be inconsistent with any leave arrangement agreed by the employer and employee.

8.1.1.5 The employee must take paid annual leave in accordance with a direction if the foregoing conditions are met; or

8.1.1.6 The employer must grant paid annual leave requested by the Employee if the foregoing conditions are met.

8.2 Personal & Carer's Leave

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

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

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

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

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

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

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

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

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

Unused personal leave will accrue from year to year.

Unused personal leave will not be paid out on retirement, redundancy or termination for applicable employees in line with clause 8.2.1.2 below.

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

8.2.1 Payment of unused personal/carer's leave

8.2.1.1 Personal/carer's leave accrued after July 1, 2007, will be payable upon retirement, redundancy or resignation, and such payout will be capped at 20 days and the employee must be employed for a period of one year or more. This clause (8.2.1.1) does not apply to any employees employed by the business post the approval of this Enterprise Agreement and is grandfathered to all applicable employees prior to the approval of this Enterprise Agreement.

8.2.1.2 Personal/carer's leave accrued prior to July 1, 2007, will still be accrued, but not payable upon termination for any reason. This clause (8.2.1.2) is applicable to current, and all future employees post the approval of this Enterprise Agreement, and the NES provisions apply in relation to any unused personal/ carer's leave upon retirement, redundancy or resignation.

8.3 Public Holidays

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

8.3.2 Full or part time Employees will not lose ordinary pay as a result of a public holiday falling on an ordinary rostered day. Full or part time Employees will be paid the ordinary rate for that day. If an employee works a Public Holiday, they will be paid the applicable rate for that day, in accordance with Clause 8.3.

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

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

8.3.5 An additional day will be observed for full time and part-time employees, on a day nominated by the Company, which will be identified as a Picnic Day. The additional holiday will be paid as 7.6 hours at the ordinary hourly rate for full time employees and according to agreed ordinary hours for part time employees. Part-time employees will only receive payment for the additional day if they would otherwise have worked on the day nominated.

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

8.4 Shutdowns

An Employee may be required to take a nominated period of leave, up to four (4) weeks per year, due to a partial or complete shutdown of our business. By agreement a further two (2) weeks leave per year may be taken due to shut down.

We will advise Employees of the dates to be taken prior to the shutdown, providing at least one month's notice.

The following will apply when an employee is required to take annual leave in accordance with clause 8.5:

- an employee who has accrued sufficient leave to cover the period of the shutdown, is allowed leave and also paid for that leave at the appropriate rate; and
- an employee who has not accrued sufficient leave to cover part or all of the shutdown, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the shut down; and
- any leave taken by an employee as a result of a shutdown pursuant to clause 8.5 also counts as service by the employee with the employer.

8.5 Compassionate Leave

Full and part-time Employees are entitled to paid leave for up to two (2) days per occasion to attend to the bereavement or a life-threatening illness/ injury of a member of their immediate family or household, including Stillborn birth or Miscarriage.

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

Employees must advise the Employer as soon as reasonably practicable of their need to take compassionate leave (which may be a time after the leave has started). Compassionate leave is non-cumulative.

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

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

8.6 Long Service Leave

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

8.7 Parental Leave

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

8.8 Jury Service Leave

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

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

8.9 Family & Domestic Violence Leave

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

8.10 Community Service Leave

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

Part 9 – Termination of Employment and Redundancy

9.1 Termination of Employment

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

- (a) Serious misconduct by an Employee.
- (b) A fundamental or serious breach by an Employee of the Employer's policies and practices.
- (c) A fundamental or serious breach by an Employee of this Agreement.
- (d) A failure by an Employee to perform or conduct themselves to a satisfactory standard on a consistent basis (so long as they have been told the problems with their performance and been given an opportunity to improve to the required standard).
- (e) Conduct that would warrant summary dismissal at common law.
- (f) If an Employee is persistently absent or late without proper cause.

- (g) An act of gross negligence by an Employee.
- (h) At any time during the probationary period.
- (i) At any time within the first twelve (12) months of the Employee's employment if they are employed on a casual basis of any kind.

9.2 Notice of termination by an Employee (Resignation)

The notice of termination required to be given by the Employees (over the age of eighteen (18) years) is the same as that is required by the Employer, except that there is no requirement on an Employee to give additional notice based on their age.

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

9.3 Abandonment of Employment

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

9.4 Return of Company Property

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

For the purpose of this clause 'Property' includes:

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

9.5 Notice Period

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

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

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

If an employee who is at least eighteen (18) years old does not give the period of notice required under clause 9.5, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one (1) week’s wages for the employee.

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

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

The period of notice in this clause shall not apply in the case of dismissal for the reasons set out in sub clause 9.5 in such cases notice may be immediate. The period of notice in this clause does not apply if the Employee is a casual Employee or an Employee engaged for a specific period of time or for a specific task(s) that comes to an end.

If you resign, you must provide notice the same as we must provide to you. If you fail to provide adequate notice or if required, work your notice period without our agreement, we reserve the right to deduct up to a maximum of one (1) week’s wage from your final payment (ordinary hours, not from entitlements such as annual leave or long service leave).

9.6 Redundancy

Definition

Redundancy occurs when the Employer decides they no longer require the position an Employee is in to be completed by any Employee of the Company or the Company becomes insolvent or bankrupt and terminates an Employee’s employment.

Transfer to lower paid duties

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

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

9.7 Redundancy Pay

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

Period of continuous service	Redundancy pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks’ pay
2 years and less than 3 years	6 weeks’ pay
3 years and less than 4 years	7 weeks’ pay
4 years and less than 5 years	8 weeks’ pay
5 years and over	8 weeks’ pay plus an additional two weeks’ pay for each completed year of service up to a maximum of 52 weeks

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

Employees exempted:

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

Part 10 – Miscellaneous Provisions**10.1 No Extra Claims**

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

10.2 Written Directions, Procedures, Manuals or Other Specifications

When the Company from time to time provides the Employee with any written directions, procedures, manuals or other specifications, the Employee will familiarise themselves with such written directions, procedures, manuals or other specifications and in particular new requirements arising from the said material.

10.3 Employee's Confidentiality in The Role

Employees who are covered by this agreement agree to abide by the Company's requirement to keep confidential any information relating to mix design and procedures, as well as customer associated details. Non - disclosure of all confidential matters is to be adhered to both when the person is employed and after employment ceases.

Part 10 – Signatories

Signed on behalf of Adbri Masonry Pty Ltd, ABN 31 009 687 521.

Signed: Glenn Young

Witness Signed: D. Malesevic

Name and address: GLENN YOUNG

Name and Address: Dara Malesevic

81 MONSANTS RD MAIDENGULLY
3551

1/271 Dunmore Street, Pendle Hill NSW 2145

Position: PRODUCTION MANAGER

Position: Human Resources Business Partner -
Concretes, Aggregates & Masonry

Date: 11-07-2024

Date: 11 July 2024

Signed on behalf of the employees of Adbri Masonry Pty Ltd

Signed: Peter Thorpe

Witness Signed: R

Name and address: PETER THORPE

Name and Address: Rooney Hoche R.H. D.M

28 FAHAWAY DR SANCTUARY PT
2540

38 SOMERSET BASIN VIEW NSW 2540

Position: UNION DELEGATE

Position: PRODUCTION SUPERVISOR

Date: 11. 7. 24

Date: 11-7-24

Schedule 1 – Rates of Pay & Classifications

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

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

Classification	Ordinary Hourly Rate per hour \$ on Approval 2024	Ordinary Hourly Rate per hour \$ Year 2 2025	Ordinary Hourly Rate per hour \$ Year 3 2026
Yard/ Production Employee Classification			
Level 1	\$26.04	\$26.83	\$27.63
Level 2	\$28.12	\$28.97	\$29.83
Level 2a	\$29.16	\$30.04	\$30.94
Level 3	\$30.19	\$31.09	\$32.03
Level 3a	\$30.96	\$31.89	\$32.85
Level 4	\$31.69	\$32.64	\$33.62
Maintenance Employee Classification			
Tradesperson	\$45.73	\$47.10	\$48.51

Schedule 2 – Allowances

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

The allowance rates are for the life of the Agreement.

Allowance Type	Application	Allowance Rate 2024	Allowance Rate 2025	Allowance Rate 2026
Leading Hand (in charge of less than 3 employees)	Per week	\$22.76	\$23.44	\$24.15
Leading Hand (in charge of 3 - 6 employees)	Per week	\$30.19	\$31.10	\$32.03
Leading Hand (in charge of more than 6 employees)	Per week	\$36.20	\$37.29	\$38.40
First Aid Allowance	Per day	\$3.97	\$4.09	\$4.21
Meal Allowance	Per meal	\$18.00	\$18.54	\$19.10
Area Change Allowance (yard to wrapper)	Per day	\$11.15	\$11.48	\$11.83
Mixer Cleaning Allowance	Per clean	\$41.58	\$42.83	\$44.11
Laundry Allowance	Per shift	\$6.25	\$6.44	\$6.63

Schedule 3 - Classifications

Assessment of Employees against the competency levels in Schedule 2 and 3 will be undertaken in accordance with the Ground Rules & Assessment Criteria attached in Schedule 4. The ground Rules & Assessment Criteria were developed in consultation between Management and Employees.

S3.1 Yard/ Production Employee Classifications

Level 1

Employees at this level perform routine duties essentially of a manual nature provided that such duties are within the skills, competence and training of the employee concerned and are consistent with Workplace Health and Safety and Statutory requirement.

As a minimum, an employee at this level must be able to:

- Perform general labouring and cleaning duties
- Exercise minimal judgment and work under direct supervision
- Undertake structured training so as to enable them to work at level 2 as and when necessary
- Within the limitations of the skill levels as defined, be responsible for the quality of their own work

Level 2

Employees at this level perform work above and beyond the skills of an employee at level 1 provided that such duties are within the skills, competence and training of the employee concerned and are consistent with Workplace Health and Safety and statutory requirements.

As a minimum, an employee at this level must be able to:

- Work under direct supervision either individually or in a team environment
- Have basic product knowledge
- Understand and recognize basic quality control and quality assurance procedures and have the ability to recognize basic quality faults and defects
- Within the limitations of the skill levels as defined, be responsible for the quality of their own work

Typical tasks an employee at this level may perform include, but are not limited to, the following:

Repetitive work on a minor machine

- Use selected hand tools
- Use basic power tools and basic air power tools
- Maintain simple records

- Use hand trolleys and pallet trucks
- Assist in the provision of on-the-job training in conjunction with other employees, supervisors or trainers;
- Use and operate pendant cranes and forklifts
- Assist with mould changes
- Assist with stock takes
- Confined space training

Level 2a

Employees at this level perform work above and beyond the skills of an employee at Level 2 provided that such duties are within the skills, competence and training of the employee concerned and are consistent with Workplace Health and Safety and statutory requirements.

As a minimum an employee at this level must be able to:

- Operate at least two production centres
- Be responsible for the quality of their own work subject to routine supervision
- Exercise discretion within their own level of skill and training

Typical tasks an employee at this level may perform include, but are not limited to, the following:

- FEL operation
- Quality control
- Mange cycle counts /stock take
- Mould changes and repairs

Level 3

Employees at this level perform work above and beyond the skills of an employee at Level 2a provided that such duties are within the skills, competence and training of the employee concerned and are consistent with Workplace Health and Safety and statutory requirements.

As a minimum, an employee at this level must be able to:

- Be responsible for the quality of their own work subject to routine supervision
- Work under supervision either individually or in a team environment
- Work from simple “Shop Drawings”
- Exercise discretion within their own level of skill and training

Typical tasks an employee at this level may perform include, but are not limited to, the following:

- Operate flexibly between at least three production centres; one of which must be the block machine

- Operate and set machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 2a
- Operate mobile equipment including cranes and winches
- Basic inventory control in the context of a production process
- Intermediate keyboard skills
- Receiving, dispatching, distributing, sorting checking and packing, documenting and recording of goods, materials and components
- Boiler attendant
- Measure accurately
- Assist in the provision of on-the-job training in conjunction with other employees, supervisors or trainers
- Perform minor and essentially visual repairs to concrete products.
- Competency checks
- Induct others
- Workplace inspections and conduct Safe Act Audits

Level 3a

Employees at this level perform work above and beyond the skills of an employee at Level 3 provided that such duties are within the skills, competence and training of the employee concerned and are consistent with Workplace Health and Safety and statutory requirements.

Employees at this level shall generally have completed a “Certificate’ level qualification according to the needs of the enterprise.

As a minimum, an employee at this level must be able to:

- Competent in nominated specialist skills
- Operate flexibly between all production centers (including Splitter)
- Co-ordinate work in a team environment or work individually under general supervision.

Typical tasks an employee at this level may perform include, but are not limited to, the following:

- Coordinate mould changes and repairs
- Inventory control in the context of a production process;
- Intermediate keyboard skills;
- High level trouble shooting skills
- Moisture testing, sieve sizing and high-level quality control
- Perform minor and essentially visual repairs to concrete products.
- Competency checks
- Track and quantify performance
- Lubrication of machinery and equipment;

- HSE Leadership
- Can lead JSA development
- Downtime analysis

Level 4

Employees at this level work above and beyond the skills of an employee at level 3/3a provided that such duties are within the skills, competencies and training of the employee concerned and are consistent with Workplace Health and Safety and statutory requirements.

As a minimum an employee at this level must be able to:

- Be responsible for the quality of their own work subject to routine supervision
- Work under supervision either individually or in a team environment
- Work from simple “shop drawings”
- Exercise discretion within their own level of skill and training

Typical tasks an employee at this level may perform include, but are not limited to, the following:

- Operate flexibly between at least three production centers
- Operate and set machinery and equipment requiring the exercise of skill and knowledge beyond that of an employee at level 3
- Operate mobile equipment including cranes and winches
- Basic inventory control in the text of a production process
- Intermediary keyboard skills
- Receiving, dispatching, distributing, sorting, checking and packing, documenting and recording of goods, materials and components
- Boiler attendant
- Measure accurately
- Assist in the provision of in the job training in conjunction with other employees, supervisors or trainers
- Perform minor and essentially visual repairs to concrete products
- Competency checks
- Lead mould changes

S3.2 Maintenance Employees Classifications

Tradesperson

- An electrical or mechanical tradesperson who has successfully completed a recognised trade certificate and who is required to exercise trade skills as part of their usual duties.

Schedule 4 – Competency System

If a person is being trained in a core skill of a higher classification, they will have three (3) months to exhibit competencies of that skill level.

- If after this time the person is not fully competent for all the required skills, management has the right to decide if this person should revert to the duties and pay rate of their former classification.
- At the company's discretion a further period not exceeding three (3) months may be given to catch up outstanding skills.

A "Skills Review Committee" shall be formed on each site to carry out competency assessment.

Skills Review Committee - members include:

- Manager (Production Supervisor) or Team Leader
- Operator
- Maintenance supervisor

Group assessment - approximately one (1) week to assess.

Assess persons performance against the "Evidence Guide" of the relevant Competency Assessments.

If requested by an Employee, an "Appeals Committee" will be formed to make decision on the skills assessment of that Employee.

The role of the Appeals Committee is to review the existing assessment against arguments of the Assessor and provide a recommendation.

The Appeals Committee comprises of three persons and these persons must be different from the Skills Review Committee.

Appeals Committee includes:

- Management representative
- Two persons nominated by Employees (may differ from case-to-case)

Options available to the Appeals Committee include:

- Employee is competent
- Employee is not competent
- Further training is required

Existing Employees will be assessed against the "Competency Assessments" by the Skills Review Committee or the Appeals Committee.



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