



**AUSTRAL BRICKS NSW PRODUCTION WORKERS' ENTERPRISE AGREEMENT
2024**

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1. SECTION 1: SCOPE & OBJECTIVES

1.1 SCOPE OF THE AGREEMENT

This agreement will cover all employees engaged in the production of bricks, pavers and any other ceramic products.

1.2 OBJECTIVES OF THE AGREEMENT

1.2.1 The objectives of this agreement are to continue to facilitate through consultation:

- (a) flexible working hours:
- (b) workplace productivity:
- (c) the development and maintenance of the most productive and harmonious working relationship attainable.
- (d) secure and highly paid work for employees

1.2.2 (a) An important factor in reaching the above objectives is the continued development of the working environment where all parties are involved in the decision-making process. Both management and employees are committed to a continuation of positive co-operation in implementing work practices that are flexible and meet the requirements of the Company.

1.2.3 WORKPLACE EFFICIENCY

- (a) It is the objective of the parties to this Agreement to continue to implement workplace practices providing for more flexible working arrangements to improve the efficiency and productivity of the Company, enhance skills and job satisfaction, and assist positively towards making the Company a more efficient enterprise.
- (b) In particular, Employees will perform a wide range of functions and duties, including work incidental or peripheral to their main tasks according to training and competency. They will take all necessary steps to ensure the quality, accuracy and completion of any task.
- (c) In support of the commitments in clauses 1.2.1 (a) & (b) which call for the continued implementation of more flexible working arrangements and the performance of a wider range of duties the parties agree as follows. Continuous operation of the brick making machinery during rostered shifts is a highly desirable productivity enhancement and therefore the production workers offer the following arrangements to support the recent agreement with the Company's maintenance employees for the purpose of covering unexpected and un-avoidable absenteeism by operators.
- (d) Employees unable to attend their normal shift will use their best endeavours to notify their shift supervisor by telephone at least two (2) hours prior to normal commencement or as soon as reasonably practicable, so that a suitable

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replacement can be found. If the employee continues to fail to notify their supervisor of their absence the employee will be counselled in accordance with clause 8.1.

- (e) Management upon notification will in the first instance ask any suitably qualified operators on the current shift to stay back on overtime to allow suitably qualified operators on the shift following the absence to be contacted and called-in early to cover the balance of the absence on overtime. In the interests of safety, it is preferable that each individual cover not more than half the shift so that the working of 'double shifts' that result in unacceptable levels of fatigue is actively discouraged.
- (f) Operators who are called-in early as a result of short notice absenteeism discussed above and who commence work within two (2) hours of being contacted will be entitled to a call-in bonus equivalent to two (2) hours pay at their ordinary time rate of pay. This payment will have no application for any purpose other than short notice call-in to cover unplanned overtime. In the case of overtime to cover an absence which is pre-arranged such as annual leave the payment of a call-in bonus will have no application regardless of when the coverage arrangements are agreed.
- (g) While these arrangements are being made and until a suitable relief production operator arrives it is acceptable that suitably trained members of the maintenance team can stand-in as relief operators to maintain productivity.
- (h) In order to facilitate these arrangements, the Company seeks Senior Production operators who are skilled in all areas of the Plant (pay level WD) to volunteer as trainers for volunteer stand-in operators from the maintenance team.
- (i) The Company will endeavour to have a reasonable number of Employees on each shift multi-skilled in the operation of more than one section of the plant to facilitate relief for holidays and other normal absences as well as to enable cross training.
- (j) Records of short notice call-ins and stay-backs will be maintained in the shift supervisor's diary and any payments in accordance with this clause must be authorised in writing for the Employee via an electronic device and or timesheet by the Plant Manager prior to payment by the pay office. Any roting of this bonus will be considered serious misconduct by all parties involved.
- (k) The intention of this clause is to enable continuous operation of production machinery during rostered production shifts and not to create an alternate workforce whose purpose is to maintain production during industrial action on the part of the production workers and it is not designed to take the jobs of the existing production workforce.
- (l) In case of machine breakdown, Employees will ensure that the plant is kept clean and free from spent materials.
- (m) Employees agree that Maintenance Employees can change augers or air bags.
- (n) Productivity undertaking by the parties of the agreement to the following productivity undertaking;
 - (i) It is recognised by the parties to this Agreement that increasing competitive pressures are upon the brick industry as a result of new technology, new products and new building systems.

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- (ii) The parties to this agreement are concerned about the effect these trends will have on the long-term viability of the brick industry and the interests of its members in maintaining employment, training and career development opportunities. These concerns are validated by the loss of employment opportunities to its members in the clay pipe industry over the last decade.
- (iii) For these reasons the parties to the agreement have agreed to actively work in cooperation with Management of The Austral Brick Company Pty Ltd to achieve its goal of increasing the productivity of Plant personnel to current worlds best practice by taking advantage of the latest developments in technology and production management systems (examples of which are automation, video and telecommunications as well as computerisation).
- (iv) The parties to the Agreement recognise that the adoption of a best practice program is in the interest of the clay brick industry and its Employees who will benefit not only through increased job security but also by acquiring up to date skills. These skills in the use of the latest technologies will improve the quality of the Employees work life at Austral and are also transferable across industries and will therefore maintain the long-term employability of its members.

1.2.4 CAREER PROGRESSION AND TRAINING

- (a) The parties to this Agreement continue to recognise that a strong commitment to skill development is required in order to increase efficiency and productivity.
- (b) Opportunities will be made available, wherever practicable, to enable Employees to develop Nationally Recognised Skills and competencies for progression through the classification structure.
- (c) Employees will be encouraged to progress to the highest level personally attainable, consistent with the needs of the enterprise.
- (d) When a new Employee commences at a high level due to particular skill requirements, that Employee must “backfill” lower level skills within twelve (12) months in order to ensure full flexibility of the enterprise.

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2. SECTION 2: AGREEMENT ADMINISTRATION

2.1 TITLE OF AGREEMENT

This agreement shall be known as the Austral Bricks NSW Production Workers Enterprise Agreement 2024 Covering the Plant 1, 2 Horsley Park and Bowral Sites)

2.2 AGREEMENT DATE AND DURATION

This Agreement shall commence operation 7 days after upon approval by Fair Work Commission and then shall have a nominal expiry date 26th March 2027.

The Agreement will then continue until it is terminated or replaced by another agreement.

2.3 PARTIES BOUND

The parties to this agreement are:

- (a) The Austral Brick (NSW) Pty Ltd trading as Austral Bricks NSW
- (b) Construction, Forestry and Maritime Employees Union (CFMEU) representing the employees in 2.4 (a).

2.4 APPLICATION

This agreement shall apply to employees employed at:

- (a) The Austral Brick (NSW) Pty Ltd trading as Austral Bricks NSW located at the Horsley Park sites at 738-780 Wallgrove Rd Horsley Park NSW 2175, 2-10 Old Wallgrove Road, Horsley Park 2175 and at the Bowral site located at Kiama St Bowral NSW 2576
- (b) Within the classifications set out in this agreement. Appendix B.

2.5 REFERENCE TO INDUSTRIAL INSTRUMENT

- (a) This Agreement wholly incorporates the provisions of the Manufacturing and Associated Industries and Occupations Award 2020 (Award)
- (b) Where there is any inconsistency between this Agreement and the terms of The Award incorporated in this Agreement by virtue of clause 2.5 (a) above, this Agreement shall take precedence to the extent of any inconsistency. For the avoidance of doubt, the terms of this Agreement will replace or modify, to the extent of any inconsistency, all protected Award conditions within the meaning of the *Fair Work Act 2009* (Cth), which would otherwise apply to the Employees' employment including rest breaks, incentive-based payments and bonuses, annual leave loadings, and NSW State public holidays as prescribed by the NSW Government.

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- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2.6 ANTI DISCRIMINATION

It is the intention of the parties bound by this Agreement to respect and value the diversity of the workforce and to achieve the object in the *Fair Work Act 2009* (Cth) to prevent and eliminate discrimination in the workplace.

2.7 DRUGS AND ALCOHOL

- (a) All Company sites are to be free from the consumption of alcohol, or other mood altering substances. The Company will conduct random drug and alcohol testing of employees.
- (b) If after investigation by the Company, an Employee's health has deteriorated to a point where they are unable to carry out their normal duties efficiently, or that they are deemed a danger to themselves or other Employees, then the company may request the Employee to attend a suitable medical facility for a blood alcohol or drug test before being allowed to resume work.
- (c) Repeated instances of this nature will result in counselling, warning and ultimately dismissal from employment in accordance with the Company's disciplinary policy.
- (d) Employees found consuming drugs or alcohol at work may be summarily dismissed for misconduct following an investigation process.
- (e) Where an employee self-discloses with an alcohol or other drug dependency issue, the Company will offer the Employee access to counselling, treatment, and/or rehabilitation through the Employee Assistance Program. The affected Employee will be required to take accrued leave or leave without pay for the length of the program. Upon conclusion the Employee must provide a certificate signed by the Counsellor to confirm successful completion of the program.

2.8 OCCUPATIONAL HEALTH AND SAFETY AND ENVIRONMENT

Compliances

- (a) The Employer and Employees both agree that the following issues must be complied with:
- (i) Adhere to all established site rules with respect to health, safety and environment.
- (ii) Ensure safe work procedures (such as isolation procedures, environmental clean up) are followed and adhered to at all times. If there is a reason why the procedure is unworkable then report it and offer a

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- (iii) Participate in Health, Safety and Environment meetings.
- (iv) Protective clothing and/or safety equipment supplied by the Company are to be worn at all times whilst at work. **[2002 Agreement]**
- (v) Maintain good housekeeping practices in the work area and around the site at all times.
- (vi) Reduce waste by ensuring proper handling, recycling and disposal methods.
- (vii) Offer suggestions to improve health, safety and environment practices around the site and work areas.
- (viii) Immediately report hazards and near misses to the Supervisor and ensure any incidents are recorded in the "Hazard Inspection Log sheets". Review and use the "Hazard Inspection Log Sheets" at every Health, Safety and Environment Committee meeting.
- (ix) Participate in health, safety and environment training programs.
- (x) Participate in the Company rehabilitation program to help injured workers return to work as soon as possible. This may include attending a Company preferred / nominated medical practitioner for the treatment or review of compensable work-related injuries or illnesses.

2.9 NO EXTRA CLAIMS

- (a) Subject to the rights of the parties pursuant to Part 2-4, Division 7 of the *Fair Work Act 2009* (Cth), it is a term of this Agreement that the Company, Employees, and the Union signatory to this Agreement will not pursue any further claims during its period of operation in regard to any matters contained within this Agreement.
- (b) It is also a term of this Agreement that no industrial action will be taken by any party bound by this agreement, in support of extra claims for the duration of this Agreement.

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SECTION 3: REWARD AND RECOGNITION STRUCTURE

3.1 WAGE INCREASES

- (a) This agreement provides for base wage rates to increase in accordance with the following:
 - (i) 4.25% on the 26th March 2024 following approval by the Fair Work Commission
 - (ii) 4% on the 26th March 2025
 - (iii) 3.5% on the 26th March 2026
- (b) Payments to take effect from the first full pay period after the dates identified in 3.1 (a) and applied to the respective wage schedules (Appendix B).
- (c) Employees will be paid in accordance with their classification level and skill group as detailed herein. In addition, production employees will receive increases above the base rate increase according to their assessed level of skill, detailed in Appendix C.
- (d) Increases outlined in 3.1 (a) will apply to bonuses except that the first 4.25% increase will not be payable on the lost time awareness bonus.

3.2 BONUSES

3.2.1 LOST TIME AWARENESS BONUS

- (a) An annual Lost Time Awareness bonus (Appendix B) will be paid to the employee where the employee successfully completes twelve (12) consecutive months of continuous service without sustaining a lost time injury. This payment will increase in accordance with Clauses 3.1(a) and (d), except that it will not exceed \$700.
- (b) A payment in respect of 3.2.1 (a) will be made at each twelve (12) month anniversary of this Agreement commencing from the date of lodgement of this agreement and then twelve (12) months thereafter.
- (c) For the purpose of this Agreement, a "lost time injury" is defined as a compensable injury occurring out of or in the course of employment where incapacity for work is in excess of one (1) full continuous shift or more.

3.2.2 ATTENDANCE BONUS

- (a) The weekly attendance bonus (Appendix B) at Plants 1, 2 and Bowral will therefore, increase in accordance with Clause 3.1(a).
- (b) If during the week (for any reason other than prearranged annual or long service leave). Person goes home sick after a minimum of four (4) hours work on any day or who is late by a total of not more than two (2) hours in a pay week, they will not lose this attendance bonus.
- (c) There will be an exception to the loss of this attendance bonus for one single day absence per year if the Employee provides a Doctor's certificate for the day. In addition, any person who is off work by prearranged and authorised leave without pay will only lose the bonus for that day's absence.

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3.2.3 ANNUAL GOOD ATTENDANCE BONUS

In place of the accumulation of untaken Personal leave in any year, the employee may apply for a bonus made up of wages equivalent to the untaken Personal leave remaining from the current year's entitlement. This will be paid in the first pay period of December each year. This payment must be made in accordance with the *Fair Work Act 2009* (Cth) (Currently a minimum of fifteen (15) days entitlement is required to be left in an employee's entitlement after any payout of Personal Leave).

The employee will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee had forgone.

3.2.4 PRODUCTION BONUS

Where a production bonus scheme operates in any plant covered by this agreement, permanent employees covered by this agreement working in that plant will be able to participate in that bonus scheme and receive payments subject to the provisions of the scheme.

The Company will provide clarity on how the production bonus scheme works through a formal document that shows the targets and remuneration set out in the bonus scheme.

Nothing in the clause guarantees either the existence of a bonus scheme at a particular plant or any earnings payable to employees from it.

Bonus schemes at respective plants will increase according to percentages and with the timing as indicated by clause 3.1(a).

3.3 ALLOWANCES

3.3.1 MEAL ALLOWANCE

- (a) Where any employee works more than two hours continuous overtime after working their normal shift on any day and the normal shift is at least 8 hours duration, the employee shall be provided with a meal by the employer or shall be paid an amount in Appendix B. This will increase according to percentages and with the timing indicated by clause 3.1(a).

3.3.2 FIRST AID ALLOWANCE

- (a) A weekly allowance in Appendix B shall be paid to any employee who has been trained to render first aid, who is the current holder of appropriate first-aid qualifications such as a certificate from St John Ambulance or a similar body when appointed by the employer to perform first-aid duty. This will increase according to percentages and with the timing indicated by clause 3.1(a).

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3.3.3 ABSORBED ALLOWANCES

- (a) It is acknowledged that the following payments identified in section 30 of The Award are absorbed in the current rates of pay:
- 30.3(h)(i) Manganese dioxide and other pigments
 - 30.4(d) Hot places
 - 30.4(e) Wet places
 - 30.4(f) Confined spaces

3.4 PAYMENT OF WAGES

- (a) All wages will be paid directly into a financial institution account nominated by the employee and will be available no later than Thursday following the end of the pay week.
- (b) A day worker or shift worker whose wages have not been paid into their nominated bank accounts by 4:30p.m. on Thursday, are entitled to payment of an additional four hours at their ordinary time rate of pay.
- (c) Clarification of employees not having their pay in their account will be verified through the financial institution before extra payment is made.
- (d) Upon termination of employment, all wages due to an employee shall be paid within seven (7) days following such termination.
- (e) Wages shall be paid weekly by means of electronic funds transfer to an account in a recognised financial institution.
- (f) The Employer shall state to each employee in writing the total amount of wages to which he is entitled, the amount of overtime included therein, superannuation contributions and the Fund; Annual Leave, Sick Leave, and L.S.L. accrual as per *Fair Work Act 2009* (Cth) details of any deductions made there from and the net amount paid to him.
- (g) The Employer may deduct from wages due to an employee such amount as is authorised in writing by such employee.
- (h) In the event of pay day falling on a public holiday, an employee's wages will be paid into their nominated bank account by 4:30pm on the preceding business day.

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4. SECTION 4: HOURS OF WORK, SHIFT WORK

4.1 HOURS OF WORK

- (a) The ordinary hours of work will be an average of thirty-eight (38) per week.
- (b) Ordinary hours will be worked between the hours of 6.00am and 6.00pm with a maximum of eight (8) hours (apart from meal breaks), worked consecutively, on any one (1) day, including the Thursday before a Friday Public Holiday.

However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Company and the Employees, provided that Employees will not be required to work in excess of twelve (12) consecutive hours per day (apart from meal breaks).
- (c) The Plant Manager may fix the starting time in the Plant Manager's Yard within the limitations in subclause (b) above and may alter it from time to time either with the consent of the Employees or by posting the alterations in a convenient place.
- (d) Employees will be provided with a meal break of not less than twenty (20) minutes and not more than thirty (30) minutes no longer than five (5) hours after commencing work. The morning rest period will be deemed as time worked.
- (e) If an Employee or group of Employees is required to work during their usual meal break, due to an emergency or for the purpose of maintaining production, they will be allowed to take their meal break when the other Employees have resumed work and relief is available.
- (f) Employees are to clock on and off at the electronic device, be at their working station by the commencement of the shift and to remain at their working station until the bell sounds for morning tea, lunch and end of shift.
- (g) Employees agree to work a rostered meal break to keep machines online.

4.2 SHIFT WORKERS

4.2.1 SHIFT WORK

Employees deemed shift workers are those that are engaged on a working pattern that is either fixed or rotating and requires one or more of the following working patterns continuous shift, seven (7) day shift, afternoon shift or night shift, as defined in The Award.

4.2.2 HOURS OF WORK

- (a) The ordinary hours of shift workers will be thirty-eight (38) per pay period and each shift will not exceed eight (8) consecutive hours inclusive of a paid meal break.

However, if the Company and the Employees agree, a greater number of hours may be worked providing that Employees are not required to work in excess of twelve (12) consecutive hours per shift.
- (b) In Plants 1, 2 and Bowral shifts Monday to Friday are to be equal eight (8) hour shifts with no overlap except that the one (1) short shift per week is to be of six (6) hours duration. Lunch period is to be twenty (20) minutes and paid tea break to be ten (10) minutes.

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- (c) The starting and finishing time for shift workers will be set by the Company to best service the effective operation of the Plant.

However, the Company may alter the starting and finishing times and vary the shift overlap times in any Plant in order to enable a factory to respond flexibly and maximise production in the pattern of demand for the Company's product.

- (d) Rosters will be provided to enable weekly rotation and equity. An Employee's place on a roster will not be changed with less than forty-eight (48) hours notice unless payment of penalty rates is made. However, the notice period will change to seven (7) days if and when it becomes a provision of The Award.
- (e) Employees will observe punctuality for start times by clocking on prior to their normal shift at a time which will allow them to be at their place of work at the start time so that machines do not stop on shift changes.

Employees are to remain at their working station until the bell sounds for morning tea, lunch, and end of shift.

- (f) A continuous or seven (7) day shift worker will have added to the worker's annual leave period, one (1) extra day for any public holidays (as prescribed by the *Fair Work Act 2009* (Cth) or its successor) which fall within the leave period.
- (g) For avoidance of doubt:
- (i) Afternoon shift is any shift finishing after 6pm but not later than midnight.
 - (ii) Night shift is any shift finishing after midnight but not later than 8am.

4.3 SHIFT WORKERS OVERTIME

- (a) An Employee who is engaged on shift work for less than five (5) shifts in any working week will be paid overtime rates for the time worked as a shift worker in that particular week.
- (b) The above overtime penalty will not apply if:
- (i) the Employee has been engaged on continuous shift work for more than one (1) week, or
 - (ii) the Company and the Employee have agreed to work a greater spread of ordinary hours per shift over a lesser working week, or
 - (iii) the lesser number than five (5) shifts worked is due to the action of the Employee.

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4.4 SHIFT ALLOWANCES

- (a) Afternoon Shift 15%
- (b) Night Shift 30%

4.5 CASUAL EMPLOYEES/SUPPLEMENTARY LABOUR

- (a) Casual/Supplementary labour may be employed may be used to cover:

- (i) Employee on annual leave or extended sick leave.
- (ii) Employees undergoing training requirements.
- (iii) The need to supplement labour in peak periods.

Provided that:

- (i) They are not used to replace full time employment.
 - (ii) They only work overtime after full time employees have declined to work overtime, and
 - (iii) Whilst they are employed there will be no forced retrenchments of full-time employees.
- (b) Casuals/Supplementary labour will not be used during a shutdown to replace permanent employees who want to work the shutdown, where permanent employees have the capacity and have made themselves available to work, also refer to clause 11 (h)
 - (c) A Casual/Supplementary employee is one specifically engaged as such and paid a loading of an additional 25% on the wage rate prescribed in this agreement. This loading is in lieu of non-payment for sick leave, public holidays and long service leave.
 - (d) A Casual/Supplementary employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this agreement.
 - (e) Casual/Supplementary labour employees will be made an offer of full-time employment with the company, following the completion of 6 months regular and sustained continuous service with the company. For the avoidance of doubt this provision is not retrospective and the commencement date of the 6 months continuous service will be the date of approval of this agreement by Fair Work Australia.

4.6 OVERTIME

- (a) Overtime work will be so arranged that, wherever practicable, Employees have at least ten (10) hours off duty between successive shifts.
- (b) This clause replaces 32.2, 32.3 and 32.4 of the Award for working overtime and modifies clauses 32.13 Call back, 32.5 Saturday work, 32.6 Sunday work and 32.7 Public holiday work.

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- (c) Except as specifically stated in this agreement, payment for working overtime will be as follows for all employees:
- (i) First 2 hours will be at time and one half.
 - (ii) All hours thereafter, until completion of over time will be at double time.
 - (iii) Callouts will be first 2 hours at time and one half, thereafter at double time.
 - (iv) Saturday work will be first 2 hours at time and one half, thereafter at double time.
 - (v) Sunday work will be double time for all hours worked.
 - (vi) Public holiday work will be double time and one half for all hours worked.

4.7 PUBLIC HOLIDAYS

- (a) The days on which the following holidays are observed will be Award holidays, viz. New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Anzac Day, Labour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State and observed in the locality of the Plant.
- (b) When a Public Holiday falls on a day where ordinary hours are worked, it will be classed as that day and no time off in lieu will be available to be taken on another day.
- (i) That is eight (8) hours Monday to Thursday and six (6) hours on Friday for Plants 1, 2 and Bowral.
 - (ii) Employees working the eleven (11) hour (Monday-Sunday) work pattern will be required to work on Public Holidays that fall during their normal work time. Where a public holiday falls on a day which is not a normal work day the Employee will be paid 7.6 hours pay for the day.
- (c) Public holidays will be paid at single time if not worked or double time and a half if worked.

4.8 REST BREAKS

- (a) When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive working days.
- (b) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times must, subject to this subclause, 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.
- (c) If on the instructions of the Employer, an employee resumes or continues work without having had the ten consecutive hours off duty the employee must be

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paid at double time rates until released from duty for such period. The employee is then entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.

- (d) The provisions of this subclause will not apply, and the rest period will be reduced to eight (8) consecutive hours where overtime is worked by an Employee:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker, or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (e) A meal break shall be for a period of 30 minutes taken at a time to meet production demands in accordance with the established practice of the site.
- (f) A paid tea break of 15 minutes shall be allowed not later than 3 hours after the commencement of duty.
- (g) A paid meal break will apply on weekends worked where shifts extend beyond five hours duration.

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5. SECTION 5: LEAVE PROVISIONS

5.1 ANNUAL LEAVE

- (a) Annual Leave entitlement for Employees is per the *Fair Work Act 2009* (Cth) and is four (4) weeks (152 hours) for each completed year of continuous service. Annual Leave accrues on a pro-rata monthly basis.
- (b) Annual Leave shall not accrue during periods of unauthorized leave.
- (c) When taking annual leave, full-time shift workers, in addition to the payment for annual leave specified in clause 5.1 (a) of this Agreement are entitled to be paid their average shift penalty (the average based on the twelve (12) months preceding the taking of annual leave) or 17½%, whichever is the greater (but not both).

5.1.1 ADDITIONAL ANNUAL LEAVE

- (a) In lieu of Financial Members' Day, an extra day of annual leave (7.6 hours) will be added to each Employee's entitlement (and paid the same as any other days annual leave) and taken at a time mutually agreeable to the Employee and the Company.
- (b) Employees working the eleven (11) hour (Monday-Sunday) daily work pattern will receive four (4) weeks (152 hours) annual leave per year. The leave is to be taken in one (1) week blocks and a one (1) week block is defined as all those shifts falling in one cycle of Monday through Sunday. For clarity, nothing in this clause prevents the Company and an employee agreeing to employees taking leave for a different period.
- (c) An employee who works continuous shift will be entitled to an additional week of annual leave in accordance with clause 87(1) (b) of the *Fair Work Act 2009* (Cth).

Clause 34.2 of the Award defines a shift worker for the purpose of the NES as follows:

For the purpose of the additional week of annual leave provided for in s87(1)(b) of the *Fair Work Act 2009* (Cth), a shift worker is a 7-day shift worker who are regularly rostered to work on Sunday and Public Holidays.

- (d) Employees are able to cash out annual leave in accordance with *Fair Work Act 2009* (Cth) where annual leave in excess of 4 weeks is able to cash out upon agreement between the parties.

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5.2 LONG SERVICE LEAVE

Long service leave will apply as per NSW State legislative provisions provided that in respect of the period of employment after 19th April 2005, long service leave will accrue at the higher rate of one week (38 hours) per year of continuous service.

5.3 PERSONAL (SICK)/CARERS LEAVE

- (a) An Employee, other than a casual Employee, will be granted an amount of ten (10) days paid (equivalent to 76 hours) Personal (sick) leave on the 1st January of each year. Personal leave may be used as Personal (sick) leave for carer's leave.

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

Personal leave can be used as "sick leave" and is available to an Employee because of personal illness or injury to the Employee.

- (b) No payment will be made for any absence for which Workers' Compensation is paid.

The Employee must advise the Company of the expected absence as soon as is reasonably practicable, indicating that the Employee requires leave during the period because of a personal illness or injury. Where reasonably practicable the notice should be provided prior to the designated shift commencement time:

- (i) The Company requires that an Employee provide a medical certificate for a period of sick leave taken in excess of one (1) full shift and/ or the day proceeding or following a public holiday. An Employee can obtain a medical certificate from a health practitioner registered or licensed under law as per the definitions in the *Fair Work Act 2009* (Cth).
- (ii) If it is not reasonably practicable for an Employee to obtain a medical certificate for a period of sick leave when required, then a statutory declaration may be provided in lieu if requested by the Company.
- (c) From the Personal (Sick) Leave entitlement an Employee can take Carer's Leave Details relating to the requirements for Carers Leave can be found in NES of the *Fair Work Act 2009* (Cth)
- (d) An Employee will be provided with an amount equal to their accrued but untaken Personal (Sick) Leave on termination (Payment) as a result of a redundancy and or retirement, to a maximum of forty (40) days (320 Hours) ordinary pay.

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5.4 PARENTAL LEAVE

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

5.5 COMPASSIONATE LEAVE

1. An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when:
 - (a) a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies; or
 - (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 defacto partner, has a miscarriage.
2. Payment under this clause shall not exceed the number of ordinary hours the Employee was rostered to work on the day(s) taken as authorised compassionate leave.
3. The Company may require proof of such death, in the form of a death notice or other written evidence of the life-threatening illness to be furnished by the Employee to its satisfaction.
4. The following are members of the Employee's immediate family:

"a spouse (including former spouse, defacto spouse or a former defacto spouse), child, brother, sister, parent, grandparent, grandchild, or the sibling of the employee and a child, parent, grandparent, grandchild, or sibling of a spouse of the employee."

5.6 DOMESTIC VIOLENCE LEAVE

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

5.7 COMMUNITY SERVICE LEAVE

1. Refer to *Fair Work Act 2009* (Cth).
2. In accordance with clause 32.7 of the Award, an employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between jury service payment and wage the employee would have received in respect to the ordinary time the employee would have worked had the employee not been on jury service.
3. An employee shall notify the Company as soon as possible of the date the employee is required to attend jury service. Further, the employee shall provide the Company evidence of their attendance, the duration of such attendance and the payment received in respect of such jury service.

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6. SECTION 6: TERMINATION AND SEVERANCE

6.1 TERMINATION OF EMPLOYMENT

6.1.1 NOTICE OF TERMINATION BY EMPLOYER

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

Period of continuous service	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

- (a) In addition to the period of notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.
- (b) Payment in lieu of the prescribed notice in must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- (c) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (d) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) to casual employees.

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6.1.2 NOTICE OF TERMINATION BY EMPLOYEE

- (a) The notice of termination required to be given by an employee is the same as that required of an Employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee who is at least 18 years old does not give the period of notice required under clause 6.1.1, then the Employer has the right to deduct from wages due to the employee an amount that is no more than one week's wages for the employee at an amount equal to the ordinary time rate of pay.

6.1.3 NO DISADVANTAGE CLAUSE

- (a) Arising from the implementation of this Agreement, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment

6.2 SEVERANCE (REDUNDANCY)

- (a) Payments will be made in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement in Weeks</u>	
	<u>Under 45 Years</u>	<u>Over 45 years</u>
Less than 1 year	Nil	Nil
1 year and less than 2 years	4	5
2 years and less than 3 years	7	8.75
3 years and less than 4 years	10	12.5
4 years and less than 5 years	12	15
5 years and less than 6 years	14	17.5
6 years and less than 7 years	16	20

- (b) An Employee with seven (7) or more years service will receive, in addition to the above payments, two and a half (2½) weeks pay for each completed year of service over the seventh (7th) year; provided that the maximum amount of any payments made in accordance with this clause will be capped to the level below:
64 weeks where notice of redundancy is given.
- (c) If the Company is part of a group of companies with sections other than brick making, Employees may be offered work in any of those sections situated in the Metropolitan area. An Employee accepting such a position will complete three (3) months as a trial period to ascertain whether the work is suitable.
- (i) If the position is not suitable, and the Employee leaves or is terminated during the trial period, the Employee will be entitled to the payments set out in sub-clause (a) above.
- (ii) This provision will not apply where Employees are transferred to

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work or shifts due to the Company altering its production program.

- (iii) Where the Company offers to transfer an Employee to a like position at another of its brick making Plants in the Metropolitan area, and the Employee declines the transfer, then the employee will not be entitled to any of the payments set out in this clause.
- (d) "Week's Pay" means the all-purpose rate of pay for the Employee concerned at the date of termination and will include, in addition to the ordinary rate of pay and over-award payments, shift penalties and allowances.

6.3 TRANSMISSION OF BUSINESS

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

7. SECTION 7: MISCELLANEOUS WORKING ARRANGEMENTS

7.1 FIRST AID

Every site must ensure they have adequate first aid coverage to ensure a first aid attendant is always available. Training will be provided to maintain currency of qualifications. An allowance has been made for performing this work - refer clause 3.3.2.

7.2 WORK CLOTHING

The company agrees to supply to the employees clothing in accordance with the following stipulations.

- (a) No further claims to be placed on the company for clothing.
- (b) The clothing issue dates to be April and August of each year (no exceptions).
- (c) Jackets to be re-issued only every two years.
- (d) The maintenance of clothing is the total responsibility of the employee.
- (e) The issue of clothing to employees is to be in line with the following criteria:
 - Winter 2 long sleeve shirts
 - 2 pairs long pants
 - 1 sloppy joe
 - 1 jacket (every two years)
 - Summer 2 shirts.
 - 2 pairs shorts or long pants.
- (f) The employees agree to wear the current issue available which must display its High Visibility characteristics. Employees must wear Personal Protective Equipment (PPE) in accordance with Company Policy.

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7.3 TELEPHONE

The employer must make a telephone available to all workers on shift in case of sickness, injury, or other emergency.

7.4 TOOLS

The employer must provide all tools and equipment necessary to ensure efficient operation of the work performed by an employee.

7.5 SUPERANNUATION

The Company will make superannuation contributions on behalf of each Employee, in accordance with the *Superannuation Guarantee Charge Act 1992* (Cth) and other relevant legislation, as varied from time to time.

Such contributions will be made into:

- (a) any complying fund in accordance with the relevant legislation.
- (b) Where an employee does not nominate a fund, contributions will be paid into Cbus as the default fund, or the contributions shall be paid into an eligible My Super fund nominated by the Employee.

(c) Unpaid Absences

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

(d) Employee contributions

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

(e) Cessation of Contributions

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

7.6 BRICKWORKS SHARE PLAN

Employees will be given the opportunity to participate in the Brickworks Employee Share Plans. Offers to participate in the Plans will be made on an annual basis subject to the Plan Trust Deed. The Company will contribute \$2.50 per week for those Employees who choose to participate in the Brickworks Employee Share Plans.

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8. SECTION 8: DISCIPLINARY AND GRIEVANCE PROCEDURE

8.1 DISCIPLINARY PROCEDURES

The following procedure will be adhered to by the Company and the employees:

- (a) Employees who exhibit unsatisfactory performance of behaviour will be counselled so that they understand the standards expected of them and they will be offered assistance and guidance in achieving those standards.
- (b) Confidential written records of such counselling will be made. The employee will be shown the written record and will have the opportunity of commencing on its contents whether in writing or orally. The record will be placed on the employee's file where the employee has been given the opportunity of responding to the record.
- (c) Employees whose performance or behaviour is unsatisfactory will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of the Company, then disciplinary action up to and including dismissal may be taken.
- (d) Nothing in the procedure will limit the right of the Company to summarily dismiss an employee or serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another, available employee or a union representative present as a witness if desired. The union representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire twelve (12) months after the anniversary date of the relevant warning.

8.2 GRIEVANCE PROCEDURES

8.2.1 PROCEDURE IN RELATION TO A GRIEVANCE OF AN INDIVIDUAL EMPLOYEE:

- (a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought. The employee may be represented by the union.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of this discussion, the Company must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy. While a procedure is being followed, normal work must continue.

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- (e) Either party may request that the Fair Work Commission exercise its powers to assist in settling the dispute including through conciliation and/or arbitration.

8.2.2 DISPUTES PROCEDURE

- (a) If a dispute relates to:
- (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (c) 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.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
- (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 1. arbitrate the dispute; and
 2. make a determination that is binding on the parties.

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

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

- (g) While the parties are trying to resolve the dispute using the procedures in this term:
- (i) 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
 - (ii) 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:
 1. the work is not safe; or
 2. applicable occupational health and safety legislation would not permit the work to be performed; or

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3. the work is not appropriate for the employee to perform;
or
 4. there are other reasonable grounds for the employee to refuse to comply with the direction.
- (h) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

8.3 CONSULTATION

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.

Major change

- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and

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

Change to regular roster or ordinary hours of work

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

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- (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).

9. SECTION 9: UNION BUSINESS

9.1.1 UNION DELEGATE:

- (a) An employee appointed as union delegate, or co-delegate, in the yard or factory shall, upon notification to the employer by an accredited official of the union, be recognized as the accredited representative of the union.
- (b) Any matter arising in the yard or factory affecting members of the union, including recruitment, may be investigated by the delegate, and discussed with the employer. The delegate, upon request, is allowed reasonable opportunity to carry out such duties at a time convenient to the delegate and the employer.
- (c) The employer will permit the delegate access to a telephone for the purpose of calling the union. The delegate will be allowed to make calls in privacy.

9.1.2 NOTICE BOARD

The employer shall provide a notice board for displaying material authorized by the union.

9.1.3 UNION TRAINING

Elected Union delegates and Consultative Committee Chairpersons are entitled to a maximum of two days paid union training leave per year per factory. Need to check if meets Building Code.

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10. SECTION 10: FLEXIBILITY ARRANGEMENTS

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one (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 one (1) or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth) and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*(Cth) and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under eighteen (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

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- (5) 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.

11. SECTION 11: SHUTDOWNS

This clause applies to the exclusion of clause 34.11 of the Award. Notwithstanding s.88 of the Act and clause 34.9 of the Award, the employer may shut down a plant or part of it for any purpose, provided that:

- (a) In 12 month period, the total period of shutdown pursuant to this clause will be of no more than two (2) months duration unless otherwise agreed in writing by the employer and the affected employees.
- (b) the duration of a shutdown pursuant to this clause ranges from a minimum seven (7) consecutive days including non-working days up to a maximum of two (2) months
- (c) for a shutdown of up to two (2) months duration pursuant to this clause, the employer will not be required to terminate any employee, or pay any redundancy payments, subject to the following.
 - 1. If the plant or part of it re-opens during the period up to two (2) months after the start of the shutdown, no redundancy payments will be made to the effected employees.
 - 2. If a decision is made not to re-open the plant or part of it during the period up to two (2) months from the start of the shutdown, then the employees will be entitled to redundancy payments
 - 3. An employee who has been stood down due to temporary or permanent reduction in plant output whilst the plant continues to operate at lower output and who is terminated by employer during the up to two (2) month stand down period shall be entitled to redundancy payments
- (d) The employer gives written notice of its intention to do so. Where the duration of the shutdown is 4 weeks or less, notice is to be not less than 4 weeks. Where the duration of the shutdown is greater than four (4) weeks, notice is to be not less than six (6) weeks; and
- (e) The employer may only shut down the plant or part of it pursuant to this clause for up to three (3) separate periods in any twelve (12) month period; and
- (f) The buffer period between two (2) consecutive shutdowns in the plant or part of it, is equal to three times the duration of the last shut down adjusted to the nearest full week. For clarification the following example is provided. If a one (1) month shutdown commences at the start of December, the next shutdown for that plant cannot commence until the start of April after the expiration of three (3) months since the resumption of work from the December shutdown.

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- (g) 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 wage in accordance with clauses 34.3 and 34.4 of the Award; and
- (h) An employee who has not accrued sufficient leave to cover 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 shutdown. In order to minimise the period of unpaid leave, such an employee may call on any balance of due long service leave, sick leave (provided the balance is greater than 15 days), ALX leave or fifth week bonus. Further as an alternative to unpaid leave, if there are employment opportunities (including duties performed by casual/supplementary labour hire) in a different part of the plant or in a different plant or on a different shift, provided that the employment levels and operating costs of the alternate are not increased, effected employees with the necessary capabilities will be offered these opportunities; and
- (i) The maximum period that any employee can be on unpaid leave in any twelve (12) month period as a result of a shutdown/s pursuant to this clause is two (2) months.
- (j) The following partial plant shutdowns are not cumulative.
- (i) Bowral Top Yard kilns and Tunnel kiln
- For the avoidance of doubt this means that kiln area and the respective related plant supporting it at the above plants can be shut down for up to two (2) months in any year without the above plants being in breach of subclauses (a) and (b).
- (k) Where any part of a plant or all of the plant is shut down and all the employees from the affected area/s are made redundant at the commencement of that shutdown or transferred to other employment, that plant or part thereof is not subject to the two (2) month rule and its shutdown does not contribute to the two (2) month limit for the remainder of the affected plant.
- (l) Any leave taken by an employee as a result of a close down pursuant to this clause also counts as service by the employee with their employer for the purposes of accrual of Annual, Long Service and Sick leave.
- (m) The employer must abide by s524 of the *Fair Work Act 2009* (Cth) in undertaking the stand down of employees.

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APPENDIX A - AGREED CONDITIONS FOR ELEVEN HOUR WORKING PATTERN

- (a) Payment for the Standard Shifts:-
- (i) Monday to Friday 11 hours, 8 Ord +2 T&0.5 + 1 Tx2
 - (ii) Wednesday 5.5 at Ordinary
 - (iii) Saturday 11 Hours, 11 hours at Tx2
 - (iv) Sunday 11 Hours at Tx2
- The average number of hours worked in any week is 38.5
- (b) Meal Break:-
- These meal breaks are: -
- (i) Morning Tea 15 minutes
 - (ii) Lunch 20 minutes
 - (iii) Afternoon Tea 15 minutes
- (c) These meal breaks are to be staggered if the supervisor feels this is necessary to maintain plant efficiency.
- (d) Payment for overtime:-
- (i) After 11 hour day overtime is at Tx2
 - (ii) After 5.5 hour day first 2 hours at T&0.5 thereafter Tx2
 - (iii) Extra shift Monday to Friday 2hours T&0.5 thereafter Tx2
- (e) Payment of Good attendance bonus pro rata up to 5/4/02 \$25 for the first three (3) days of untaken sick leave; once off year 2002 only. [2002 Agreement]
- (f) Annual and long service leave to be taken in one (1) week block, i.e. the entire roster for that seven day period. No part weeks. Yearly entitlement to annual leave is one hundred and fifty-two (152) hours. Hours paid for annual leave will be those that the employee was rostered to work, and the entitlement will be debited by the same amount.
- (g) People working a spread of hours which regularly requires them to work Sundays and Public Holidays will be entitle to an extra thirty-eight (38) hours annual leave at normal shift earnings which will be paid out as a bonus in December each year. Entitlement to this bonus in lieu of the fifth weeks annual leave will be on a pro rata basis for the proportion of the year each person has been on that working pattern.
- (h) Payment for Public Holidays
- (i) Double Time & Half for hours worked.
 - (ii) Single Time for hours of the rostered shift if not worked.
 - (iii) 7.6 hours at single time for a public holiday which falls on a rostered off day.

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- (i) Sick pay on any day will be paid at single time. The Employee has the choice of claiming either the hours of the shift which should have been worked or 7.6 hours only, in either case the hours of leave claimed and paid will be deducted from the Employee's annual entitlement.
- (j) The Company's preferred method of operating this working pattern is fixed 3.5 days per week as this improves communication options between Management and Employees as well as between shifts since they see each other on the Wednesday changeover. In addition, this pattern automatically provides an averaging of pays without any extra work or confusion on the part of the pay office. It also provides a stable and predictable working pattern for the Employees.
- (k) In the event that an Employee is sick on a day where they are rostered to work, then the hours they were rostered to work will be deducted from their average pay at the appropriate penalty rates and their elected sick leave hours will be added on at single time to give their pay for the week. **[2002 Agreement]**

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APPENDIX B – PAY RATES AND ALLOWANCES

Rate Code	Description	Award Classification	2023 Award Hourly Rate	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate
WE1	Maintenance Fitter Bowral	C10	\$26.18	\$42.8826	\$44.5979	\$46.1588
WE1	Specialised Operator (Trade Qualified)	C10	\$26.18	\$40.3274	\$41.9405	\$43.4085
WD1	Specialised Operator (Highly Skilled / TA)	C11	\$24.87	\$37.4352	\$38.9326	\$40.2953
WD2	LH Highly Skilled Operator	C11	\$24.87	\$36.2579	\$37.7083	\$39.0280
WD1	Highly Skilled Operator – Steele 120	C11	\$24.87	\$35.6493	\$37.0753	\$38.3729
WD1	Highly Skilled Operator	C11	\$24.87	\$35.6493	\$37.0753	\$38.3729
WC2	LH Skilled Operator	C11	\$24.87	\$35.4923	\$36.9120	\$38.2039
WD1	Multi Skilled Operator	C11	\$24.87	\$34.8373	\$36.2308	\$37.4989
WC1	Skilled Operator	C11	\$24.87	\$34.2307	\$35.5999	\$36.8459
WB3	LH Machine Operator	C11	\$24.87	\$34.9317	\$36.3289	\$37.6005
WB3	FEL Driver/Pan room Operator	C12	\$24.08	\$34.9317	\$36.3289	\$37.6005
WB1	Primary Machine Operator	C12	\$24.08	\$33.6241	\$34.9690	\$36.1929
WB5	Forklift Driver	C12	\$24.08	\$32.9035	\$34.2196	\$35.4173
WA1	Kiln Car Maintenance Operator	C11	\$24.87	\$32.9035	\$34.2196	\$35.4173
WA3	Trainee Operator	C14	\$22.61	\$29.5995	\$30.7835	\$31.8609

Appendix B ALLOWANCES		2024	2025	2026
49	Leading Hand Allowance	\$48.2052	\$50.1334	\$51.8881
201	Meal Allowance	\$20.0000	\$20.8000	\$21.5280
104	Afternoon Shift Allowance	15%	15%	15%
105	Night Shift Allowance	30%	30%	30%
	Lost Time Awareness	\$500.0000	\$520.0000	\$538.2000
40	Attendance Allowance	\$179.3100	\$186.4824	\$193.0093
41	First Aid Allowance	\$20.0000	\$20.8000	\$21.5280
52	Heavy Block Money – Kiln Car Repairs	\$18.0561	\$18.7783	\$19.4356

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APPENDIX C – DESCRIPTION OF OPERATOR CLASSIFICATIONS

Highly Skilled Operator

Operate competently and flexibly between **three or more designated** Fixed Plant machine. Perform work under general supervision either individually or in a team environment.

High Skilled Operator – Steel 120

Operate the Steele 120 Extruder competently with minimal supervision. This includes the Setter and clay feed system to extruder. Must also be a licenced and capable Forklift Operator.

Perform work under general supervision either individually or in a team environment.

Multi Skilled Operator

Operate competently and flexibly between **two designated** Fixed Plant machine. Perform work in a team environment or work individually under general supervision.

Primary Machine Operator

Work on their designated Fixed plant under direct supervision either individually or in a team environment and be a licenced and capable Forklift Operator.

Skilled Operator

Operate flexibly on their designated Fixed Plant machine. Work under supervision either individually or in a team environment.

Specialised Operator (Highly Skilled / Trade Assistant)

Competently operate fixed plant machinery under general supervision either individually or in a team environment.

Additionally, perform lubrication/greasing tasks, on your dedicated machine, as directed by Plant Manager or appropriate delegate, where a lubrication work order with clear instructions is made available for such lubrication tasks.

Where the TA's machine has a breakdown or is undergoing planned maintenance during their shift (including overtime), the TA immediately becomes available to the maintenance team for additional assistance. The TA will support the maintenance tradesperson attending to the breakdown.

To be eligible for TA classification, an employee must have a minimum of five (5) years' continuous service with Austral Bricks as a machine operator. The competence and skill level of an employee as a machine operator will be considered in conjunction with business needs at the time.

An employee may be offered TA classification by management or request to be considered a TA. Requests are to be directed to the Plant Manager and if declined, escalated to the Operations Manager for determination.

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Specialised Operator (Trade Qualified)

Competently operate fixed plant machinery and must have a technical trade and the trade must be one with skills that has relevance to the Company's manufacturing process of brickmaking. Trades to be considered will include:

- Engineering Mechanical Trade (Fitting/Machining)
- Electrical Trade

With suitable training and clear work instructions provided a trade qualified operator will, unsupervised, be expected to carry out some basic maintenance repairs and/or preventative maintenance work to their machine. An example of such work is replacing like for like chain guides that only require leveling and are secured by nuts and bolts/screws. (No welding, drilling, tapping etc.)

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APPENDIX D - SIGNATURE PAGES

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:

THE AUSTRAL BRICK COMPANY PTY LTD (ABN 52 000005550) AUSTRAL BRICKS NSW OPERATIONS LOCATED AT 738- 780 WALLGROVE RD HORSLEY PARK NSW

SIGNED: _____

NAME IN FULL (PRINTED) ALLEN JAMBA

ADDRESS: 738 - 780 WALLGROVE RD, HORSLEY PARK, NSW 2175

POSITION: OPERATIONS MANAGER

DATE: 12/07/24

IN THE PRESENCE OF (SIGNATURE): 

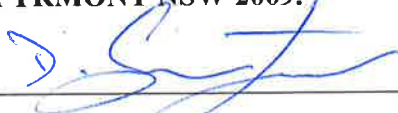
WITNESS NAME IN FULL (PRINTED): SEAN CRIBB

POSITION: NSW TRANSPORT MANAGER

WITNESS ADDRESS: 738 - 780 WALLGROVE RD HORSLEY PARK 2175

DATE: 12/7/2024

SIGNED FOR AND ON BEHALF OF
THE CONSTRUCTION FORESTREY AND MARITIME EMPLOYEES UNION (CFMEU). LEVEL 2/63 MILLER ST, PYRMONT NSW 2009.

REPRESENTATIVE (SIGNATURE): 

NAME IN FULL (PRINTED): DARREN GREENFIELD

ADDRESS: 2/63 MILLER ST, PYRMONT

POSITION: SMK SECRETARY

DATE: 15/7/2024

IN THE PRESENCE OF (SIGNATURE): 

WITNESS NAME IN FULL (PRINTED): RITA MALLA

POSITION: SMK PRESIDENT

WITNESS ADDRESS: 2/63 MILLER ST PYRMONT

DATE: 15/7/2024

PLANT 1 - REPRESENTATIVE (SIGNATURE): [Signature]

NAME IN FULL (PRINTED): DARRIN CHAPMAN.

ADDRESS: 67 ALEXANDER ST BUCH PARK.

DATE: 11 7 24.

IN THE PRESENCE OF (SIGNATURE): [Signature]

WITNESS NAME IN FULL (PRINTED): NEEL KANT

POSITION: MACHINE OPERATOR

WITNESS ADDRESS: 5 COLLING AVE WERRINGTON

DATE: 11-7-24- COUNTRY

BOWRAL PLANT - REPRESENTATIVE (SIGNATURE): [Signature]

NAME IN FULL (PRINTED): Darren Tuddenham.

ADDRESS: 20 Crown St Burrawang.

DATE: 12-7-24.

IN THE PRESENCE OF (SIGNATURE): [Signature]

POSITION: SUPERVISOR.

WITNESS NAME IN FULL (PRINTED): HUGH McLEOWN

WITNESS ADDRESS: 16 GOVERNMENT RD YERRIBOOL NSW 2575

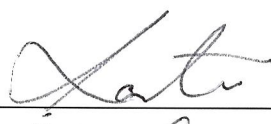
DATE: 12-7-24

PLANT 2 - REPRESENTATIVE (SIGNATURE): 

NAME IN FULL (PRINTED): NILORA ANDERSON

ADDRESS: 11 ERNA PLACE QUAKERS HILL

DATE: 11/7/2024

IN THE PRESENCE OF (SIGNATURE): 

WITNESS NAME IN FULL (PRINTED): Ben Sarte

WITNESS ADDRESS: 21 BRUSSELS cres. ROSTBY HILL.

DATE: 11./07/27.