



AUSTRAL BRICKS PUNCHBOWL ENTERPRISE AGREEMENT 2024
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1. SECTION 1: SCOPE & OBJECTIVES

1.1 SCOPE OF AGREEMENT

This agreement will cover all employees identified in clause 2.4

1.2 OBJECTIVES OF THE AGREEMENT

- (a) The objectives of this agreement are to continue to facilitate through consultation:
- (i) flexible working hours;
 - (ii) workplace productivity;
 - (iii) the development and maintenance of the most productive and harmonious working relationship attainable.
- (b) 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.

1.21. 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 manufacturing efficiency and productivity, enhance skills and job satisfaction, and assist positively towards making the manufacturing operation a more efficient enterprise.
- (b) The employees will, within the limits of their skills and training, not impose any restrictive practices. They 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) Employees will comply with all reasonable requests to transfer and to perform work covered by this agreement.
- (d) In case of machine breakdown, employees will ensure that the plant is kept clean and free from spent materials.

1.2.2 Career Progression and Training

- (a) The parties to this agreement continue to recognise that a strong commitment to skill development is required to increase efficiency and productivity.
- (b) Opportunities will be made available, wherever practicable, to enable employees to develop skills and competencies for progression through the classification structure consistent with the needs of the enterprise.
- (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 skill requirements, that employee should "backfill" lower-level skills within 12 months 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 Punchbowl Enterprise Agreement 2024 (Agreement)*

2.2 AGREEMENT DATE AND DURATION

This Agreement shall commence operation on approval by the Fair Work Commission and then shall have a nominal expiry date of the 1st June 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 Bricks NSW Pty Ltd trading as Austral Bricks NSW
- (b) Construction Forestry and Mining Employees Union (CFMEU)

2.4 APPLICATION

This agreement shall apply to employees employed at:

- (a) The Austral Bricks NSW Pty Ltd trading as Austral Bricks NSW located at 62 Belmore Rd Punchbowl NSW
- (b) Within the classifications set out in this agreement Appendix B.

2.5 REFERENCE TO INDUSTRIAL INSTRUMENTS

- (a) This Agreement wholly incorporates the provisions of the *Manufacturing and Associated Industries and Occupations Award 2020 (The Award)*
- (b) here there is any inconsistency between this Agreement and the terms of The Award incorporated in this Agreement by 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, monetary allowances, overtime, shift loadings and penalty rates and in addition those prescribed NSW State Public Holidays as legislated by the NSW Government.
- (c) Arising from the implementation of this agreement no employee will suffer a disadvantage in respect of rates of pay and conditions of employment.
- (d) All new employees will receive the Fair Work Information Sheet.
- (e) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

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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 unless the consumption of alcohol is authorised and controlled by the responsible manager. The Company will conduct random drug and alcohol testing of employees which is currently saliva based.
- (b) All Company sites are to be free from the use of other mood-altering illegal substances.
- (c) When a Plant / Works Manager after investigation, is informed of or observes that an Employee is in a condition 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 they may request the Employee to attend a Doctor's Surgery for a blood alcohol or drug test before being allowed to resume work. The Company will take reasonable steps to ensure that where there is a need for an Employee to leave the site for the reasons detailed in this clause, the Employee is safely transported to their home or appropriate medical facility.
- (d) Instances of this nature will result in counselling, warning and ultimately dismissal from employment in accordance with the Company's Safety and disciplinary policy.
- (e) Employees found consuming drugs or alcohol at work, other than as provided in the above will be summarily dismissed for misconduct.

2.8 NO EXTRA CLAIMS

- (a) It is a term of this Agreement that each of the parties bound by this Agreement will not pursue extra claims, Award or over Award, for the duration of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Fair Work Commission excluding those variations identified in this agreement.
- (b) It is also a term of this Agreement that no industrial action will be undertaken by any party bound by this agreement, in support of extra claims for the duration of this Agreement.

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3. SECTION 3: REWARD AND RECOGNITION STRUCTURE

3.1 WAGE INCREASES

- (a) This agreement provides for a wage increase by:
- (i) 4.5 % on the 1st June 2024
 - (ii) 4.0 % on the 1st June 2025
 - (iii) 3.5 % on the 1st June 2026
- (b) Payments to take effect from the first full pay period after the dates identified in the respective wage schedules (Appendix B).
- (c) Employees will be paid in accordance with their classification level and skill group as detailed herein. Clause 31 (b).
- (d) In addition, production employees will receive increases above the base rate increase according to their assessed level of skill, detailed in Appendix A.

3.2 BONUS SYSTEM

3.2.1 Lost Time Awareness bonus

- (a) For the duration of this Agreement, an annual Lost Time Awareness bonus of \$525 (gross) will be paid to the employee where the employee successfully completes twelve (12) consecutive months of continuous service without sustaining a lost time injury.
- (b) A payment in respect of 3.2.1 (a) will be made at each twelve 12-month anniversary within the first pay period of October each year of the Agreement
- (c) For this Agreement, a "lost time injury" is defined as a compensable injury occurring out of or during employment where incapacity for work is more than one (1) full continuous shift or more.

3.2.2 Medical Treatment Injury Bonus

- (a) For the duration of this Agreement, an annual Medical Treatment bonus of \$840 (gross) will be paid to the employee where the employee successfully completes twelve (12) consecutive months of continuous service without sustaining a medical treatment injury.
- (b) A payment in respect of 3.2.2 (a) will be made at each twelve 12-month anniversary within the first pay period of October each year of the Agreement.

For this Agreement, a "workplace medical injury" is defined as an injury requiring the treatment by a registered medical practitioner.

3.2.3 Attendance Bonus

- (a) A bonus of \$217.21 per week will be paid to employee's working a Monday-Sunday work pattern attend work on all four days of their week and for day workers working all five days of their week. Effective from 1st June 2025, this bonus will be increased

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by the value and timing as indicated by section 3.1(a) (ii) and (iii) of this agreement.

- (b) Provided that the bonus will be paid where an employee produces a doctor's certificate or a statutory declaration for the first three single day absences in each Personal (sick) leave year.

3.2.4 Annual Good Attendance Bonus

- (a) An Employee who has, by the end of the first pay period in December of the relevant year, accumulated more than fifteen (15) days personal/carer's leave, may make a written election to forgo an amount on their untaken personal/carer's leave accumulated in the current year. Subject to the authorisation of the Company, the Employee is entitled to receive payment in lieu of the amount of personal(sick)/carer's leave forgone at his or her ordinary hourly rate of pay. Irrespective of the amount paid out, the employee must always have a minimum of fifteen (15) days entitlement for personal(sick)/carer's leave in accordance with the *Fair Work Act 2009*(Cth).
- (b) A Good Attendance Bonus of \$134.97 will be paid for each full day of untaken sick leave during the current year. This will be paid in the first pay period of December each year. This bonus will be increased by the value and timing as indicated by section 3.1(a) of this agreement. The bonus will not be paid for the pro-rata days untaken should an employee leave for any reason prior to December.
- (c) Where all other leave is depleted and sick leave is taken as an alternative to leave without pay (LWOP) during a shutdown pursuant Section 11 of this agreement, that leave will be counted as time worked for this bonus.

3.2.5 Production Bonus

Available to employees as per Appendix.

3.3 ALLOWANCES

3.3.1 Meal Allowance

Where any employee works more than one and half 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 in accordance with the Award and is \$17.92. This will be increased as per the Award increases.

3.3.2 First Aid Allowance

A weekly allowance of \$20.54 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 be increased as per the Award increases.

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3.3.3 Tool Allowance

Tool allowance will be paid at the rate \$17.90 per week and not be less than that amount indicated in section 30.2(c)(ii) of the Award. Maintenance employees will supply and maintain all tools necessary to perform their ordinary duties. The Company will provide all necessary power tools, special purpose tools and precision measuring instruments.

3.3.4 Absorbed Allowances

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 shall be paid directly into a financial institution account nominated by the employee, and shall be available no later than Thursday in the pay week.
- (b) Pay for absences due to illness will, if approved, be included in the current week's pay.
- (c) On the first pay day occurring during employment an employee shall be paid whatever wages are due up to the completion of work to the end of the last pay period.
- (d) Upon termination of employment, all wages due to an employee shall be paid no later than the seven 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, details of any deductions made there from and the net amount paid to him and the requirements under the *Fair Work Act 2009*(Cth)
- (g) The Employer may deduct from wages due to an employee such amount as is authorised in writing by such employee.

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4. SECTION 4: HOURS OF WORK, SHIFT WORK

4.1 HOURS OF WORK

4.1.1 Day Workers Monday - Friday

- (a) The ordinary hours of work will be thirty-eight (38) hours per week.

Ordinary hours will be worked between the hours of 6a.m. and 6p.m. with a maximum of 8 hours (apart from meal breaks), worked consecutively, on anyone day.

However, ordinary hours may be worked in the period Monday to Sunday by agreement between the Company and the employees if employees will not be required to work in excess of 12 consecutive hours per day.

For the purposes of this agreement, the hours of work will be;

- (i) Monday -Thursday: 6:00 a.m. - 2:20 p.m.
- (ii) Friday 6:00 a.m. - Noon.

Provided that where the short Friday is a gazetted holiday the Thursday immediately preceding the holiday will substitute for the Friday.

Provided that the hours may be changed by agreement between the parties or because of licence regulation or legislative requirements.

- (b) The Plant Manager may fix the starting time within the limitations in subclause (a) above, and may alter it from time to time, with the consent of the employees.
- (c) Employees will be provided with a meal break of not less than 20 minutes or more than 30 minutes which must commence within four and six hours after commencing work. The morning rest period is deemed as time worked. Penalty rates in accordance with clause 18.5 of the Award are payable where an employee is required to work beyond the commencement of the sixth hour until the employee can take the meal break. Employees agree to work a rostered meal break between the fourth and sixth hours to keep machines on line.
- (d) Where an emergency occurs, employees may defer their meal break beyond the sixth hour without the payment of penalties provided they will be allowed to take their meal break when the emergency is over. An emergency is a situation whereby an employee's safety is at risk, or where substantial damage to assets can occur, but it is not simply to maintain production.
- (e) Other meal break arrangements may be worked subject to the agreement by both parties.

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4.1.2 Day Workers -Monday-Sunday, 3 1/2-day roster.

- (a) Day workers working Monday-Sunday will work the following patterns:
- (1) Sunday-Wednesday
- (i) Sunday 6am - 5pm Monday 6am - 5pm
 - (ii) Tuesday 6am - 5pm Wednesday 6am - 11.30am
- (2) Wednesday-Sunday
- (i) Wednesday 11.30am - 5pm Thursday 6am - 5pm Friday 6am - 5pm Saturday 6am - 5pm
 - (ii) A payment for working this work pattern will be as follows- Monday-Friday
 - 8 hours ordinary time, 2 hours' time and one half, 1-hour double time
 - Saturday and Sunday 11 hours double time
 - Public Holiday 11 hours double time and one half
- (b) Meal breaks during this work pattern will consist of
- (i) Morning Tea - 15 minutes
 - (ii) Lunch - 20 minutes
 - (iii) Afternoon Tea - 15 minutes
- All meal breaks will be paid breaks.
- (c) Employees are to clock on and off utilising an electronic device and 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.
- (d) Employees agree to work a rostered meal break to keep machines on line.

4.2.1 SHIFT WORKERS

Definitions

- (a) "Continuous shift" means work carried on with consecutive shifts throughout 24 hours each day for at least six consecutive shifts.
- (b) "Seven-day shift" means shift work, other than continuous shift work, rotating across 24 hours of each day and seven days of the week.

Hours of Work

- (a) The ordinary hours of shift workers will be 38 per week and each shift will not exceed 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 more than 12 consecutive hours per shift.
- (b) 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 to enable a factory to respond flexibly

and maximise production in the pattern of demand for the Company's product.

- (c) A continuous or seven-day shift worker will have added to the worker's annual leave period one extra day for any holidays (as prescribed by the award) which fall within the leave period.

Transfer to shift work or day work

- (a) Where it is required to transfer a person to or from shift work to day work or vice versa, the following will apply:
- (b) The parties will consult on the arrangements required to affect the change including but not limiting to:
 - (i) Changes to the wording of this agreement.
 - (ii) The individual employees affected.
 - (iii) The amount of notice given. If there is any disagreement over the period of notice the award will apply.
- (c) 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, and to remain at their working station until the bell sounds for morning tea, lunch and end of shift.

4.3 CASUAL EMPLOYEES

- (a) Casual/Supplementary labour may be employed may be used to cover:
 - 1. Employee on annual leave or extended sick leave
 - 2. Employees undergoing training requirements
 - 3. The need to supplement labour in peak periods

Provided that:

- 1. They are not used to replace full time employment
 - 2. They only work overtime after full time employees have declined to work overtime, and
 - 3. 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.

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- (e) Casual/Supplementary labour employees will be made an offer of full time employment with the company, following the completion of 12 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 12 months continuous service will be the date of approval of this agreement by Fair Work Commission.

4.4 OVERTIME

- (a) Overtime work is any work performed outside the ordinary hours on any day or shift as defined by clause 4.1.
- (b) Overtime payments for all employee's will be:
 - (i) Monday-Saturday will be paid Time and one half for the first two hours and double time thereafter except for workers referred to in clause 4.1.2. These workers receive double time for all time worked on Saturday
 - (ii) Sunday Double time for all time worked
 - (iii) Public Holidays Double time and one half for all time worked
- (c) continuous shift workers will be paid overtime rates in accordance with the Award.
- (d) non-successive shift work

An employee undertaking shift work which does not continue:

- (i) for at least 5 successive afternoon or night shifts or 6 successive afternoon or night shifts in a 6 day workshop (where no more than 8 ordinary hours are worked on each shift);or
 - (ii) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift and the shift arrangement is in accordance with the agreement),must be paid overtime payments of time and a half for the first two hours double time thereafter.
- (e) Overtime work will be so arranged that wherever practicable, employees have at least ten (10) hours off duty between successive days. However, an employee whose ordinary working time commences on the following day before the employee has had ten (10) consecutive hours off duty will be released until the ten (10) consecutive hours are completed. The employee will suffer no loss of pay for the ordinary working time occurring during the employee's absence from duty.
- (f) 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

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4.5 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 gazette 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.
 - (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 workday the Employee will be paid 7.6 hours pay for the day.
- (c) Public holidays will be paid at single time if taken or double time and a half if worked.

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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 for each completed year of continuous service. Annual Leave accrues progressively.
- (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).

5.2 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 day's 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. It is agreed that existing employees (those working for the company at the commencement of this agreement) may take single annual leave days in accordance with existing annual leave application procedure.
- (c) An employee who works continuous shift will be entitled to an additional week of annual leave in accordance with section 87 (1) (b) of the *Fair Work Act 2009* (Cth)
- (d) Employees can cash out annual leave in accordance with *Fair Work Act 2009* (Cth), provided that:
 - (i) each cashing out of an amount of paid annual leave must be by a separate agreement in writing between the Company and the employee;
 - (ii) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

5.3 LONG SERVICE LEAVE

Long service leave will apply as per *NSW Long Service Leave Act 1955*.

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5.4 PERSONAL (SICK) LEAVE

- (a) An Employee, other than a casual Employee, will accrue an amount of ten (10) days paid (equivalent to 76 hours) Personal (sick) leave which will accrue progressively each month over a year.
- (b) Part time employees accrue personal/carer's leave on a pro rata basis based on the number of nominal hours worked by the employee.
- (c) No payment will be made for any absence for which Workers' Compensation is paid.
- (d) Personal (Sick) leave may be used as carer's leave.

From the Personal (Sick) Leave entitlement an Employee can take Carer's Leave in accordance with NES of the *Fair Work Act 2009* (Cth) Carer's Leave is taken by an Employee to provide care and support to a member of the Employee's immediate family or a member of the Employee's household who requires care or support as defined in the *Fair Work Act 2009* (Cth).

In addition, an Employee is entitled to up to 2 days unpaid carer's leave where the Employee has exceeded his or her entitlement to paid Carer's leave in any year for each occasion that a member of the Employee's immediate family or household has an illness, injury or unexpected emergency and the Employee needs to care for that member.

- (e) 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, grand child, or sibling of a spouse of the employee.”

- (g) 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 or to provide care or support to a member of the Employee's immediate family or household. Where reasonably practicable the notice should be provided prior to the designated shift commencement time or as soon as practicable after the commencement of the shift.
- (h) The Company requires that an Employee provide a medical certificate for a period of sick leave taken more than 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). 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. This requirement does not apply in circumstances beyond the employees control.

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5.5 PARENTAL LEAVE

Refer to section 70 'Entitlement to unpaid parental leave' in the *Fair Work Act 2009* (Cth). Where an employee is entitled to 12 months of unpaid leave if the leave is associated with

- (a) The birth of a child of the employee or the employee's spouse or defacto partner or
- (b) The placement of a child with the employee for adoption or
- (c) The employee has or will have a responsibility for the care of the child.

5.6 COMPASSIONATE LEAVE

- (a) An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when:
 - (i) A member of the employee's immediate family or a member of the employee's household:
 - a. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b. sustains a personal injury that poses a serious threat to his or her life; or
 - c. dies; or
 - (ii) 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
 - (iii) The employee, or the employee's spouse or defacto partner, has a miscarriage.
- (b) 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.
- (c) The Company may require proof of such death, in the form of a death notice or other written evidence of the life-threatening illness, or personal injury to be furnished by the Employee to its satisfaction.
- (d) 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, grand child, or sibling of a spouse of the employee.”

5.7 DOMESTIC FAMILY LEAVE

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

5.8 COMMUNITY SERVICE LEAVE

Refer to the *Fair Work Act 2009* Cth

5.9 JURY SERVICE LEAVE

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.

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.

6. SECTION 6: TERMINATION AND SEVERANCE

6.1 TERMINATION OF EMPLOYMENT

6.1.1 NOTICE OF TERMINATION BY EMPLOYER

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. If 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 based on:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (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 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 to casual employees.

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.

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- (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 may deduct from wages due to the employee under the agreement an amount that is no more than one week's wages for the employee.

6.1.3 ABANDONMENT OF EMPLOYMENT

Reference will be made to the *Fair Work Act 2009* (Cth)

6.2 SEVERANCE (REDUNDANCY)

- (a) Where the Company has made a definite decision to introduce major changes in work organisation or technology into the workplace of the Employees covered by this Agreement that are likely to result in termination of employment, major change in the operation, restructuring of jobs, the Employer shall notify Employees and their representative.
- (b) Payments will be made in accordance with the following scale

Years of Service	Entitlement in Weeks	
	Under 45 years of age	Over 45 years of age
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

- (c) An employee with seven or more years of service will receive in addition to the above payments, two weeks' pay for each year of service from the seventh year.
- (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, bonuses, penalty rates and shift allowance.
- (e) Employees made redundant will have access to their outstanding sick leave up to a maximum of 40 days. Note this entitlement only applies to where an employee is made redundant and/or retirement.

6.3 TRANSMISSION OF BUSINESS

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

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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.

7.2 WORK CLOTHING

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

- (i) No further claims to be placed on the company for clothing.
- (ii) The clothing issue dates to be April and August of each year (no exceptions).
- (iii) Jackets to be re-issued only every three years.
- (iv) The maintenance of clothing is the total responsibility of the employee.
- (v) 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 jacket (every three years)
Summer	2 shirts.
	2 pairs shorts or long pants.

The employees agree to wear the current issue available which must display its High Visibility characteristics. Employees must wear PPE in accordance with Company Policy.

The employees agree to clean all amenities in company time. Tea, coffee and milo will be provided.

7.3 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.

Unless an Employee elects a different fund in accordance with superannuation legislation, contributions will be made to the Fund.

- (b) 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.

(c) 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.

(d) 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.

7.4 TOOLS

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

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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 aided 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 for serious and wilful misconduct.
- (e) At all stages of the disciplinary process the employee will be entitled to have another; available employee present as a witness if desired. The employee's representative may be informed providing employee confidentiality is not breached.
- (f) All warnings will only expire 12 months after the anniversary date of the relevant warning.

8.2 GRIEVANCE PROCEDURE

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 or a representative of his or her choice.
- (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:

- (1) If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (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.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) 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
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) decide 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.

- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or

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- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.
- (8) Any decision or other binding outcome of the Fair Work Commission must be consistent with the *Code for the Tendering and Performance of Building Work 2016*.

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

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

Change to regular roster or ordinary hours of work

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

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

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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 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 three days paid union training leave per year per factory.

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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 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment because of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

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 7 consecutive days including non-working days up to a maximum of two (2) months
- (c) for a shutdown of up to 2 months or more pursuant to this clause, the employer will not terminate any employee by way of redundancy, subject to the following.
 - (i) If the plant or part of it re-opens during the period up to two (2) months after the start of the shutdown.
 - (ii) 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, the employer will first consult with employees in accordance with clause 8.3 'Consultation' of the Agreement. If following consultation, it is determined that redundancies are necessary, then the employer will first offer affected employees' voluntary redundancy. Prior to making redundancies, the employer will explore opportunities for employees that wish to remain employed with the Company.
 - (iii) In the event that employees are stood down due to permanent reduction in plant output whilst the plant continues to operate at lower output the employer will first consult with employees on accordance with clause 8.3 'Consultation' of the Agreement. If following consultation, it is determined that redundancies are necessary, then the employer will first offer affected employees' voluntary redundancy. Prior to making redundancies, the employer will explore opportunities for employees that wish to remain employed with the Company.
- (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 4 weeks, notice is to be not less than 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 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 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 3 months since the resumption of work from the December shutdown.
- (g) An employee who has accrued sufficient leave to cover the period of the shutdown, is allowed leave and paid for that leave at the appropriate wage in accordance with clauses 41.4 and 41.5 of the Award; and

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- (h) An employee who has not accrued sufficient leave to cover all 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. 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 12-month period because of a shutdown/s pursuant to this clause is 2 months.
- (j) Where, pursuant to this clause the employer wants to have the plant shutdown for longer than the maximum period of 2 months in any 12-month period, the employer may arrange alternate work away from the Belmore Rd site to be undertaken at a different work site provided that
 - (i) Employees clock on and off at the Belmore Rd site
 - (ii) The employer may determine start time and shifts worked provided that the shifts fall within a 5am to 5pm spread of hours, shifts are undertaken on continuous days and do not involve Sunday work unless there it is agreed between the employer and most employees
 - (iii) Employees are paid for the time they travel
 - (iv) Employees have the cost of travel met by the employer
 - (v) Employees have a means of making an emergency return to the Belmore Rd site at any time during the shift at no cost to the employee
 - (vi) Where the employer provides transport, that transport will be the default method of transport used by employees. An individual employee and the employer may agree to variations of (i), (ii) and (iii) however if agreement is not reached the Punchbowl clock on and off and the default method of transport will prevail.
 - (vii) Where transport is provided in the form of a “bus” and an individual employee provides notice that on an individual day he will miss the bus but wants to work the balance of the day, that employee will be provided work at Punchbowl for the balance of that day.
 - (viii) Where agreement is reached regarding an alternate method of transport and an employee uses their own vehicle, the reimbursement to the employee will not be less than \$0.95/km for the shortest reasonable return distance between the Punchbowl site and the alternate work site. Where the most practical route involves use of a tollway a tag will be provided.
 - (ix) Suitable training is provided for the alternate work

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- (x) The alternative site is a Brickworks Ltd site. Sites include Horsley Park and Bowral.
- (xi) The work is of a nature reasonably like that work undertaken at the Belmore Rd site.
- (xii) The employees are paid according to this agreement by the employer. For avoidance of doubt, employees that are engaged in 3.5 day shifting at the Punchbowl site will be paid 53.5 hours pay for 38.5 hours worked at and travelled to and from an alternate site regardless of shifting as per subsection (ii) of this provision
- (xiii) Use of Punchbowl employees at the alternate site does not force displacement of workers who normally work at the alternate site. For the avoidance of doubt, where employees at the alternative site have been made to take leave because of shutdown of that site, those employees will be given first option to work, before Punchbowl employees perform work at that site.
- (xiv) The employees do not become entitled to redundancy because of participating in alternate work pursuant to this clause and neither are their entitlements as per section 6 of this agreement affected in any way.
- (xv) The employer is not required to pay an employee who refuses to participate in the alternative work
- (xvi) The employer is not required to make redundancy payments to an employee who refuses to participate in the alternative work
- (k) Where any part of or all of the Punchbowl plant is shutdown and all the employees from the affected area/s are made redundant at the commencement of that shutdown or transferred to other work at Punchbowl, that plant or part thereof is not subject to the 2-month rule and its shutdown does not contribute to the 2-month limit for the remainder of the affected plant.
- (l) Any leave taken by an employee because of a shutdown 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. The provisions of this subsection will also apply to an employee who takes approved LWOP at another time of the year because of shutdown/s pursuant to this clause, that employees balances of Annual leave and Long service leave have been exhausted.

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APPENDIX A – SKILL MATRIX

- (a) The Base Rate for all classifications prior to the time of lodgement is \$24.08 per hour. This rate will increase in accordance with Clause 3.1 (a)

	Weighted – Skills	Category	Award Points
Forklift	2	3	6
Yard Man	1	4	4
Gomes line/Grading	2	5	10
Terracide	2.5	6	15
Certificate 1 Training	3	2	6
Certificate 2 Training	3	2	6
Certificate 3 Training	3	3	9
Robot	3	8	24
Leader and Grinding	3	9	27
Extruder Operator	6	10	60

- (b) Payments above the base rate will be paid in accordance with a Skills Matrix above. The hourly skill payment component will be calculated by multiplying the number of skill points by 1.12 cents. The skill payments combined with the base rate will comprise the employees normal 38 hourly rates of pay for all purposes of this agreement.

Note - some existing employees have normal 38 hourly rates of pay, as referred to in the previous sub clause (Appendix A subsection b) more than what may be calculated from that subclause. In these cases, the above method will have no relevance for the purposes of calculation of normal 38 hourly rates of pay except that the above table will be used to calculate an increase where such an employee gains new skill and is to be paid for them.

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APPENDIX B – RATES OF PAY

Rate Code	Description	Award Classification	2023 Award Hourly Rate	2024 Hourly Rate	2025 Hourly Rate	2026 Hourly Rate
AB269	Maintenance Fitter	C10	\$26.18	\$31.2070	\$32.4553	\$33.5913
AB270	Machine Operator	C11	\$24.87	\$34.0129	\$35.3734	\$36.6115
AB271	Extruder Operator	C12	\$24.08	\$29.5245	\$30.7055	\$31.7802
	Yard Hand	C12	\$24.08	\$29.5245	\$30.7055	\$31.7802

Rate Code	Allowance / Bonus	EBA Clause	2024	2025	2026
	Lost time awareness bonus	3.2.1	\$525.0000	\$525.0000	\$525.0000
	Medical treatment injury bonus	3.2.2	\$840.0000	\$840.0000	\$840.0000
AB053	Attendance bonus	3.2.3	\$217.2100	\$225.8984	\$233.8048
	Annual good attendance bonus	3.2.4	\$141.0437	\$146.6854	\$151.8194
	Production bonus	3.2.5	<i>Refer to Appendix C</i>		
	Leading hand allowance (per week)	-	\$70.0000	\$72.8000	\$75.3480

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APPENDIX C - PUNCHBOWL PLANT PRODUCTION BONUS

Production Bonus = Cars Produced(a) x First Quality Product Packaged(b)

Non-Glazed Product = all product produced without glaze applied to the face/header of the product.

NON-GLAZED Product:

- (a) **Cars Produced:** \$0.82 for each car produced over 44 cars per week. If the average cars produced for the week is equal to or over 13.5 cars/day, then the bonus will be calculated with 0 cars minimum (Exception for Ultra Smooth range = Glazed product cars produced).
- (b) **First Quality Product Packaged:** \$8.15 for each 1% of first quality product (packaged) over 85% produced during normal working time provided there is a minimum payment of \$72.99 per week.

a. 2 x Examples for Cars Unloaded/wk:

98 cars produced / 7 days = 14 car/day

Cars produced: 98 cars/wk – 0 cars minimum (\Rightarrow 13.5 cars/day)

1. 98 cars x \$0.82 = **\$79.88/wk**

81 cars produced / 7 days = 11.5 car/day

Cars produced: 81 cars/wk – 44 cars minimum (\Rightarrow 13.5 cars/day)

2. 37 cars x \$0.82 = **\$30.16/wk**

b. 1 x Example for First Quality Product Packaged/wk:

90% first quality packed – 85% minimum

1. 5 x \$8.15 x 7 days/2 shifts = \$40.75 x (7 days / 2 shifts) = **\$142.63/wk**

Example Total = Cars Produced(a) + First Quality Product Packaged(b)

1. \Rightarrow 13.5 cars/day = \$79.88 + \$142.63 = **\$222.51/wk**

2. \Rightarrow 13.4 cars/day = \$30.16 + \$142.63 = **\$172.79/wk**

This bonus will be increased by the value and timing as indicated by section 3.1a (Wage Increases) of the Austral Bricks Punchbowl Enterprise Agreement.

Regarding the transition period between non-glazed and glazed product, the push rate shall be the average of the previous 7 days and based on the product that is being unloaded for that day. For example, if the factory is packing non-glazed product and the push rate has dropped from 15 to 12, then the last 7-day average of non-glazed product shall apply to production bonus calculations.

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PUNCHBOWL PLANT PRODUCTION BONUS con't

Production Bonus = Cars Produced(a) x First Quality Product Packaged(b)

Glazed Product = all product produced with glaze applied to the face/header of the product (Note: Die skin products like Chill/Jazz shall not be included)

GLAZED Product:

- (a) **Cars Produced:** \$0.92 for each car unloaded over 30 cars/week.
- (b) **First Quality Product Packaged:** As per Table 1 below, a bonus consisting of first quality product (packaged) within the % ranges, during normal working time provided there is a minimum payment of \$72.99 per week.

Table 1

% First Quality Product (Packaged)	\$
0% - 75%	\$72.99
76% - 90%	\$163 - \$317
91% - 100%	\$380 - \$479

N.B. Each 1% increase between 76% and 100% = \$10

a. 1 x Example for Cars Produced/wk:

Cars produced: 84 cars/wk – 30 cars minimum

- 1. 54 cars x \$0.92 = **\$49.68**

b. 3 x Examples for First Quality Product Packaged/wk:

- 1. 73% first quality packed = **\$72.99/wk**
- 2. 81% first quality packed = **\$213/wk**
- 3. 92% first quality packed = **\$390/wk**

Example: Total = Cars Produced(a) + First Quality Product Packaged(b)

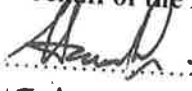
- 1. \$49.68 + \$72.99 = **\$122.67/wk**
- 2. \$49.68 + \$213 = **\$262.68/wk**
- 3. \$49.68 + \$390 = **\$439.68/wk**

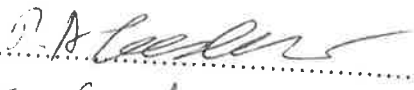
This bonus will be increased by the value and timing as indicated by section 3.1a (Wage Increases) of the Austral Bricks Punchbowl Enterprise Agreement, except for the first quality dollars for %'s between 76%-100% (\$163 - \$479); they shall not increase for the entirety of the agreement.

C.K -
A.J

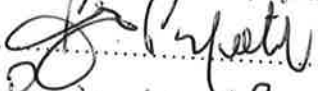
SIGNATURE PAGES

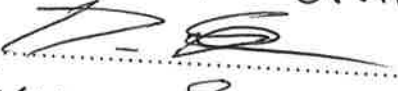
Signed for and on behalf of the Austral Bricks NSW Pty Ltd.

Signature  Date 23/08/24
Name ALLEN JAMBA
Address 738-780 WALLWOVE ROAD, HOKSLEY PARK, NSW Postcode 2175
Position OPERATIONS MANAGER

Witness Signature  Date 23/8/24
Name Peter Gardner
Address 17 Paperback close Wyming Postcode 2350
Position Plant Manager Punchbowl

Signed for and on behalf of the Construction, Forestry and Maritime Employees Union (CFMEU) Level 2/63 Miller St, Pyrmont NSW 2009

Signature  Date 3.9.24
Name Phillip PASFIELD
Address LEVEL 2, 63 MILLER ST Postcode 2009
PYRMONT
Position JOINT EXECUTIVE OFFICER

Witness Signature  Date 3.9.24
Name Payne Syron
Address Level 2, 63 Miller St, Pyrmont Postcode 2009
Position Legal Officer