

***Civilmart – Wodonga Precast ENTERPRISE
AGREEMENT 2024***

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PART 1 APPLICATION AND OPERATION OF AGREEMENT

1.2 AIMS AND OUTCOME OF THE AGREEMENT

It has been the aim of the committee established for the purpose of negotiating this Agreement to develop an Agreement which will result in this site increasing its productivity and efficiencies and one where employees will develop their skills and capabilities in a satisfying work environment.

Specifically, the key outcomes are:

- The development of modern and flexible work organization, technology and work patterns which optimize the benefit to Civilmart's s shareholders, employees and customers.
- Work arrangements which ensure the involvement of all employees in continuous improvement.
- The supply of products and services to our customers on a timely and cost effective basis.
- Career paths within Civilmart's which provide for ascending and broadening levels of skill and responsibilities and result in increased job satisfaction and career opportunities.
- Commitment to the appropriate level of quality in all processes and procedures.
- Commitment to the establishment and practice of appropriate standards of
- occupational health and safety and environmental awareness.

Civilmart expects that over the life of this Agreement improvement will occur through:

- Improved quality
- Increased output efficiency
- Reduced material usage
- Reduced damage to plant and machinery
- OH&S and Environmental improvements
- The ongoing development of product based teams.
- Improvement in these areas will lead to higher productivity and hence significant cost savings.

1.3 OPERATION AND DURATION

This agreement shall come into operation from 7 days after approval by the Fair Work Commission. The nominal expiry date of this agreement shall be the 1 July 2027

1.4 COVERAGE OF AGREEMENT

This agreement covers:

Precast Industries trading as Civilmart
33 Kiewa Valley Hwy
Bandiana VIC 3691

and

the employees located at 33 Kiew Valley Highway, Bandiana Vic 3961 and who are covered by the classifications set out in this Agreement

and

The Australian Workers' Union
685 Spencer Street
West Melbourne VIC 3003

1.5 RELATIONSHIP TO AWARDS AND NES

The Agreement is a comprehensive agreement that operates to the exclusion of any Awards or agreements. For the avoidance of doubt the Agreement operates to the exclusion of all prior agreements. The National Employment Standards ("NES") is a set of minimum employment entitlements prescribed within the *Fair Work Act 2009 (Cth)* ("FW Act").

This Agreement shall 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.

1.6 NO EXTRA CLAIMS

Up to the nominal expiry date of this Agreement, the parties to this agreement will not pursue any extra claims relating to wages or conditions of employment or any matters related to the employment of the employees, whether dealt with in this Agreement or not.

1.7 RENEGOTIATION OF AGREEMENT

All reasonable attempts to be made to commence negotiations for a replacement Enterprise Agreement between Civilmart and the Union (as a representative of its members) and any other nominated bargaining representatives no later than 90 days before the expiry date of the Agreement.

It shall be the aim of those covered, outlined in clause 1.4 above, to reach agreement on a new Agreement prior to the nominal expiry date of this Agreement. However, if that does not occur, Civilmart agrees to continue to apply the terms of this Agreement until a new Agreement is reached.

1.8 INDIVIDUAL FLEXIBILITY AGREEMENTS

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

- (a) the agreement deals with one 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 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

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

1.8.3 The employer must ensure that the individual flexibility arrangement:

- (g) is in writing; and
- (h) includes the name of the employer and employee; and
- (i) 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
- (j) 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
- (k) states the day on which the arrangement commences.

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

1.8.5 The employer or employee may terminate the individual flexibility arrangement:

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

1.8.6 This clause relates to reaching individual agreement to change the effect of provisions in the Agreement. The right to make an agreement pursuant to the clause is in addition to, and does not in any way affect or limit flexibilities or changes that arise from applying the terms of the Agreement.

1.9 USE OF A PRECEDENT

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

PART 2 DISPUTE RESOLUTION, DELEGATES RIGHTS AND DISPUTE RESOLUTION AND TRAINING LEAVE AND CONSULTATION

2.0 DISPUTE RESOLUTION

Fundamental to this Agreement is nil disruption to work due to industrial grievances.

In the event of a dispute over the application of the Agreement or the NES, the following procedure will apply:

- i) The employee(s) concerned will first meet and confer with their immediate supervisor. The employee(s) may appoint another person or an employee representative to act on their behalf
 - ii) Subject to (2a) and (2b), where an employee representative is involved, s/he will be allowed the necessary time during working hours to interview the employee(s) and the supervisor.
 - iii) If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee(s) may choose to be represented by another person or an employee representative, and Civilmart may also choose to be represented by another person or an officer of an employer organization to which Civilmart belongs.
 - iv) If the matter remains unresolved, the dispute will be referred to the Fair Work Commission for assistance in resolving the matter via Conciliation. The employee(s) may choose to be represented by another person or an employee representative, and Civilmart may also choose to be represented by another person or an officer of an employer organization to which Civilmart belongs. If the Fair Work Commission is unable to resolve the dispute via conciliation, the Fair Work Commission may then arbitrate the dispute and make a determination. The employee(s) may choose to be represented by another person, and Civilmart may also choose to be represented by another person or an employee representative or an officer of an employer organization to which Civilmart belongs.
 - v) Any determination is binding upon the parties subject to a right to appeal the determination to a Full Bench of FWC.
- a)** In order to facilitate the procedure in this clause:
- i) The party with the grievance must notify the other party at the earliest opportunity of the problem.
 - ii) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
 - iii) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- b)** While the parties are attempting to resolve the matter, each employee will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

2.1 DELEGATES RIGHTS

2.1.1 Clause 2.1 provides for the exercise of the rights of workplace delegates set out in s section 350C of the Act.

NOTE: Under section 350C (4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C (3) if the employer has complied with clause 2.1.

2.1.2 In clause 2.1

(a) employer means Civilmart who is the employer of the delegate

(b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by Civilmart.

2.1.3 Before exercising entitlements under clause 2.1, a workplace delegate must give Civilmart written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide Civilmart with evidence that would satisfy a reasonable person of their appointment or election.

2.1.4 An employee who ceases to be a workplace delegate must give written notice to Civilmart within 14 days.

2.1.5 Right of representation

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

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes.

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of Civilmart under which eligible employees are entitled to be represented and which concerns their industrial interests.

2.1.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 2.1.6. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

2.1.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) Where possible Civilmart will provide a workplace delegate during working hours with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical noticeboard

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area where possible; and

(v) office facilities and equipment including printers, scanners and photocopiers.

2.1.8 Exercise of entitlements under clause 2.1

(a) A workplace delegate's entitlements under clause 2.1 are subject to the conditions that the workplace delegate must, when exercising those entitlements:

- (i) comply with their duties and obligations as an employee;
- (ii) comply with the reasonable policies and procedures of Civilmart, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (iii) not hinder, obstruct or prevent the normal performance of work; and
- (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

2.1.9 Entitlement to reasonable access to paid training

Civilmart will provide 2 workplace delegates each with access to attend 5 days of paid training during normal working hours each year. The number of days available is for each delegate and cannot be combined for one delegate to attend only. This training must be related to representing the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1st July, the employer is not required to provide access to paid time for training to more than two workplace delegates per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) A workplace delegate must give Civilmart in writing, not less than 14 days' notice of the dates, the content, the duration and the daily start and finish times of each day of the training, and the name of the training provider.
- (e) Civilmart will advise the workplace delegate as soon as practicable as to whether the training has been approved. Such approval will not be unreasonably withheld so as the granting of such leave does not unduly affect the operations of the section in which the workplace delegate is employed.
- (g) A workplace delegate must, within 7 days after the day on which the training ends, provide Civilmart with evidence that would satisfy a reasonable person of their attendance at the training.

2.2 CONSULTATION

This term applies if the employer:

- a) as 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

2.2.1 For a major change referred to in paragraph (2.2)(a):

- a) the employer must notify the relevant employees of the decision to introduce the major change; and
- b) subclauses (2.2.3) to (2.2.9) apply.
The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.2.2 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.

2.2.3 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.

2.2.4 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.5 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.2.6 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 (2.2)(a) and subclauses (2.2.3) and (2.2.5) are taken not to apply.

2.2.7 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

2.2.8 For a change referred to in paragraph (2.2)(b):

- a) the employer must notify the relevant employees of the proposed change; and
- b) subclauses (2.2.11) to (2.2.15) apply.

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

2.2.10 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.

2.2.11 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).

2.2.12 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.13 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

2.2.14 In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).

PART 3 - EMPLOYMENT RELATIONSHIP

Part 3 is to be read in conjunction with the OHS VIC Act 2004.

3.0 EMPLOYER AND EMPLOYEE DUTIES

An employee has obligations to carry out duties as directed. The Employer has obligations to give out duties that are lawful and reasonable.

- (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- (b) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by an employer under this clause is to be consistent with Civilmart's responsibilities to provide a safe and healthy work environment.

3.1 WHAT ARE EMPLOYEE OBLIGATIONS REGARDING COMPANY PROPERTY

Employees are:

- (a) Not permitted to use Civilmart premises or property (including plant and equipment) for private purposes.
- (b) To report to the supervisor all loss of, or damage to, any of Civilmart's property immediately after the employee becomes aware of it.
- (c) On termination of employment (howsoever caused), employees are required to deliver to Civilmart all property belonging to Civilmart; which is in their possession, or under their control or power. If an employee does not return all property to Civilmart on the termination of their employment, Civilmart may deduct the replacement cost of the property from any outstanding wages or accrued entitlements. Clause 3.1(c) of the Agreement will be read in conjunctions with s.324(1)(a) of the Fair Work Act.

3.2 WHAT HAPPENS IF AN EMPLOYEE CANNOT GET TO WORK

- (a) If an employee cannot attend work for any reason (including because of personal illness or injury), the employee must, as soon as practicable, advise the relevant supervisor (directly) or Production Manager:
 - (i) that they are unable to come to work;
 - (ii) the reason they are unable to come to work (i.e. personal illness or injury); and
 - (iii) how long they are likely to be away.
- (b) If an employee is away from work, other than on Approved Leave, the employee will not be paid for the time they are away. "Approved Leave" means leave taken in accordance with Part 12 of this agreement.
- (c) If an employee is away from work, other than on Approved Leave, without a reasonable excuse, Civilmart may take disciplinary action against the employee. Disciplinary action may include terminating employment.

3.3 WHAT DOES CIVILMART REQUIRE OF EMPLOYEES

Employees must, at all times:

- devote the whole of their time, attention, and skill during their hours of work to the performance and discharge of their duties;
- carry out their duties to the standard Civilmart requires as specified in documents such as Work Instructions and the Quality Management System;
- act honestly, faithfully, and diligently in the performance of their duties;
- conform to and comply with Civilmart's lawful and reasonable directions;
- present for work in a professional and business-like manner;
- provide Civilmart with any information that Civilmart may require to assist with any investigations Civilmart may undertake in relation to any breach of safety or good faith obligations or misconduct;
- comply with all guidelines and principles and any other standards developed and communicated from time to time;
- undertake training as directed by Civilmart and comply with all new practices and procedures; and
- Act in Civilmart's best interests and do nothing to damage Civilmart's reputation or bring Civilmart into disrepute.

3.4 WHAT ARE ROCLA'S SAFETY REQUIREMENTS AND PRACTICES

Employees must:

- observe all of Civilmart's safety rules, procedures and regulations in force (as amended from time to time);
- wear Personal Protective Equipment at all times while working in areas that require that equipment; and
- Comply with their obligations under the *VIC OHS Act* as amended from time to time.
- Work in accordance with Safe Work Instructions and identify, notify and rectify where possible, any hazard or unsafe work practice, process and behaviour.

3.5 CIVILMART'S DRUGS AND ALCOHOL POLICY

Employees must not be under the influence of drugs and alcohol while at work.

PART 4 TYPES OF EMPLOYMENT

4.0 EMPLOYMENT CONTRACT

Employees may be employed in one of the following categories and will be advised of such at time of engagement:

- full-time;
- part-time;
- casual ; or
- fixed term

4.1 PROBATIONARY EMPLOYEE

Full-time and part-time employees shall be engaged for a period of probationary employment for the purposes of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employee is in a probationary period and of the duration of probation which can be up to but not exceeding six months.

4.2 FULL TIME EMPLOYEE

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this Agreement a full-time employee unless otherwise stated in the Agreement. A full-time employee is an employee who is employed to work an average of 38 ordinary hours per week. To obtain the benefit of weekly employment an employee must be ready, available and willing to work on the days and during the hours prescribed for an ordinary day's work.

4.3 PART TIME EMPLOYEE

- (a) A part-time employee is an employee who:
 - (i) works less than 38 hours per week; and
 - (ii) works a regular number of ordinary hours each week.
- (b) At the time of first being engaged, the employer and the part-time employee will agree, in writing, on a regular pattern of work, specifying at least:
 - (i) the hours worked each day;
 - (ii) which days of the week the employee will work; and
 - (iii) the actual starting and finishing times of each day.
- (c) Any agreement to vary the regular pattern of work will be made, in writing, before the variation occurs.
- (d) The agreement and variation will be retained by the employer and a copy given to the employee.
- (e) An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.4
- (f) A part-time employee engaged under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed and in addition shall be entitled to shift premiums and other allowances where applicable.
- (g) An employee engaged on a part time basis shall be entitled on a pro rata basis to payment in respect of personal leave, annual leave, long service leave and public holidays
- (h) All time worked in excess of the hours mutually arranged will be overtime and paid for at the appropriate overtime rate.

4.4 CASUAL EMPLOYEE

A casual employee is an employee engaged and paid as such.

- (a) A casual employee:
 - (i) must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%.

- (b) The casual loading is instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment provided for in this agreement.
- (c) Casual employees who are engaged to work overtime, weekends and/or shift work will receive the relevant loadings or penalty rates in addition to the 25% loading.
- (d) A casual employee must be paid for a minimum of 4 hours on each day the employee is engaged

4.5 CASUAL CONVERSION

4.5.1. Direct Casual employee

- (a) A direct casual employee other than an irregular casual employee, after having been employed and worked for 3 months will be provided with written notice within 21 days regarding their eligibility to be offered conversion to permanent employment, subject to:
 - (i) Whether there is an inability Civilmart to offer, or not offer ongoing work of the same nature Usually performed by the employee and it is reasonably likely there will be future work available at the time.
 - (ii) An inability of the employee to accept or reject work and it is the practice of the employee; and
 - (iii) Whether there is a regular pattern of work for the employee.
- (b) A direct casual employee may after expiry of the time for Civilmart giving such notice, may give 21 days written notice to Civilmart that they seek to elect to convert their contract of employment to permanent employment.
- (c) An offer of conversion to permanent employment will be subject to an employee having met all performance, conduct and safety standards during the casual Civilmart employment period and up to the time of conversion.
- (d) Where Civilmart is unable to offer conversion to permanent employment to a direct casual the reasons will be fully stated and discussed with the employee and a genuine attempt to offer employment will be made subject to Clauses 4.5.1(a) and (c).
- (e) A direct casual employee may choose to continue as a direct casual employee.
- (f) Subject to clauses 4.5.1 (a) and (c) Civilmart will offer conversion to an eligible direct casual employee permanent employment 6 months thereafter after an offer of permanent employment has been made but will not be required to offer conversion to permanent employment more than once in any subsequent 12-month period subject to Clauses 4.5.1(a).
- (g) An employee has a right to a decision regarding conversion to permanent employment within 21 days of reaching 3 months employment with Civilmart.
- (h) Once a direct casual employee has been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with Civilmart.
- (i) An eligible direct casual employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an eligible direct casual employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment ,on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee subject to Clauses 4.5.1(a) and (c).

- (j) A direct casual employee who converts, accepts and commences permanent employment with Civilmart will be subject to a minimum employment period in accordance with S383 Fair Work Act.

4.5.2 Labour Hire Employees

- (a) Civilmart uses Labour Hire where it has been unable to source labour directly. Labour Hire may be used for both short term and long-term periods.
- (b) A Labour Hire employee after 6 months of employment will be provided with written notice of permanent employment with Civilmart subject to rostering by Civilmart and the Labour Hire employee having worked a regular pattern of work, and it is reasonably likely there will be future work available of the same including skill level being undertaken. The offer of permanent employment with Civilmart will be subject to the Labour Hire employee having met all performance, conduct and safety standards during the Labour Hire employment period and up to the time of an offer of employment with Civilmart.
- (c) Civilmart is not required to continue a Labour Hire arrangement with a Labour Hire employee who chooses not to accept an offer of a permanent role in accordance with 4.5.2
- (d) Civilmart is not required to continue a Labour Hire employee who choose not to accept an offer of permanent employment is not required to continue the relationship due to Civilmart internal Labour hire conversion KPI's and the additional costs of ongoing labour hire costs that would be incurred.
- (e) A Labour Hire employee who accepts permanent employment with Civilmart will be subject to a minimum employment period in accordance with S383 Fair Work Act.
- (f) A Labour Hire employee whilst working at Civilmart will receive the same rate of pay, shift loadings and penalties in accordance with this Agreement.

4.6 MAXIMUM TERM / SPECIFIC TASK EMPLOYEES

Maximum Term/Specific Task Employees are those Employees who are engaged to work on a full-time or part-time basis for a maximum period of 24 months, unless otherwise specified or for a specific task/s. Such Employees will be advised of the period of time or tasks in writing prior to their engagement.

Such Employees employment will end automatically on the nominated expiry date or on conclusion of the specified task/s. The Employee will not be entitled to paid notice on termination or redundancy entitlements as the employment will finish at the end of the contracted period

The period or task/s for which the Employee is engaged may only be extended once and will be in writing prior to the original period expiring or the original task/s concluding.

Such Employee will receive pro-rata annual leave, personal leave, compassionate leave, long service leave and applicable public holidays entitlements based on the period of engagement.

The employee accrues paid annual leave up to when the employment ends.

Service under a contract of employment for a specific period of time or specific task/s shall form part of an employee's period of continuous service where such employee is engaged as a full-time or part-time employee immediately following such a contract of employment.

PART 5 TERMINATION OF EMPLOYMENT AND REDUNDANCY

5.0 NOTICE REQUIRED FROM CIVILMART

- (a) In order to terminate the employment of a full-time or part-time employee Civilmart shall give to the employee the following notice:

Employee's period of continuous service with the employer at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in 5.0 hereof, employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 5.0(a) and/or 5.0(b) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by working part of the period of notice specified with part payment in lieu for the balance of the period.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal or in respect to casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

5.1 NOTICE REQUIRED FROM EMPLOYEE

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (b) If an employee fails to give notice Civilmart shall have the right to deduct from any wages to the Employee under this Agreement or the NES an amount equivalent to the difference between the notice given by the Employee and the notice required to be given by them under clause 5.
- (c) Statement of employment: Civilmart shall, upon receipt of a request from an employee whose employment has been terminated or has resigned, provide to the employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

5.2 STANDING DOWN OF EMPLOYEES

Civilmart shall have the right to stand down employees subject to s524 of Act

5.3 REDUNDANCY SEVERANCE PAYMENT

- (a) Employees employed as at the date of approval of the Civilmart Wodonga Precast Enterprise Agreement 2024 by the Fair Work Commission are eligible for the following redundancy severance payment where Civilmart has made a definite decision that it no longer wishes the job the employee has been doing; to be done by anyone and that decision may lead to termination of employment, an employee is entitled to the following amount of severance pay in respect of a period of service:

Period of continuous service Severance	Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years and up the completion of 5 years	8 weeks' pay

Five years or more, two weeks' pay for each completed year of service up to a maximum of 52 weeks.

- (b) Employees who were not employed by Civilmart as the date of approval by the Fair Work Commission of the Civilmart Wodonga Precast Enterprise Agreement are not subject to the redundancy severance payment in Clauses 5.3 (a). Such employees will receive a redundancy severance payment in accordance with the National Employment Standards.
- (c) Week's pay means the ordinary time rate of pay for the employee concerned.
- (d) The severance payments are in addition to the periods of notice specified in 5.0(a).

5.4 RETENTION

It is agreed that the company must retain a structure and workforce which contains the skills and positions necessary to remain competitive. The company reserves the right to determine its business needs in this regard, which may include nominated redundancies.

5.5 VOLUNTEERS

Expressions of interest for voluntary redundancy by an individual will be considered but this does not necessarily mean they will be accepted.

5.6 TRANSFER TO LOWER PAID DUTIES

Subject to Clauses 5.3(a)(b) or (c), where relevant an employee who is transferred to lower paid duties the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and Civilmart may at Civilmart option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

5.7 EMPLOYEE LEAVE DURING NOTICE

An employee whose employment is terminated for reasons set out in 5.3 hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with Civilmart until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

5.8 ALTERNATIVE EMPLOYMENT

Civilmart, in a particular redundancy situation, may make application to the FWA to have the general severance pay prescription varied if Civilmart obtains acceptable alternative employment for an employee.

5.9 TIME OFF DURING NOTICE PERIOD

- (a) During the period of notice of termination given by Civilmart for reasons set out in 5.3 an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave as per 5.9(a) for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Civilmart, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

5.10 TRANSMISSION OF BUSINESS

Where a business is before or after the date of this Agreement, transferred from an employer (in this subclause called the transferor) to another employer (in this subclause called the transferee) and an employee who at the time of such transmission was an employee of the transferor in any of the following circumstances:

- (a) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee;

or

- (b) Where the employee rejects an offer of employment with the transferee, in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transferor; and which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee the employee will not be entitled to a severance payment in accordance with clause 5.3.

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

5.11 EMPLOYEES EXEMPTED

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal or in the case of casual employees, apprentices or employees engaged for a specified task or tasks.

PART 6 GENERAL CONDITIONS

6.0 ACCIDENT PAY

Subject to the following terms and conditions, employees under this Agreement shall be entitled to accident pay.

6.1 DEFINITIONS

For the purpose of this clause and subject to the terms of this clause the words hereunder shall bear the respective definitions set out herein:

6.1.1 Accident pay

- i. **Total Incapacity:** In the case of an employee who is or deemed to be totally incapacitated within the meaning of the Victoria Workplace Injury and Rehabilitation and Compensation Act and Regulations (hereinafter referred to as "the Act") and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the relevant Act for the week in question and the total of the normal weekly Agreement rate which would have been payable to a day worker for the employee's normal classification of work for the week in question if the employee had been performing his or her normal duties .
- ii. **Partial Incapacity:** In the case of an employee who is or is deemed to be partially incapacitated within the meaning of the Act arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question, and the total of the employees normal weekly Agreement rate which would have been payable to a worker for the employee's normal classification of work for the week in question if the employee had been performing his or her normal duties
- iii. **Payment for Part of a Week:** Where an employee receives accident pay and such pay is payable for incapacity for part of a week the amount shall be a direct pro rata payment.
- iv. An employee is not entitled to accident pay in respect of any period of other paid or unpaid leave.

6.1.2 Injury

For the purposes of this clause injury shall be given the same meaning and application as applying under the Victorian Workplace Injury and Rehabilitation and Compensation Act and Regulations and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

6.2 QUALIFICATIONS FOR PAYMENT:

An employee who is covered by this Agreement shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the relevant Act be paid accident pay by Civilmart who is liable to pay compensation under the Act which said liability by Civilmart for accident pay may be discharged by another person on his or her behalf, provided that:

- 6.2.1 Accident pay shall only be payable to an employee whilst such employee remains in the employment of Civilmart by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the relevant Act, provided that if an employee on partial incapacity cannot obtain suitable employment from Civilmart but such alternative employment is available with another employer then the relevant amount of accident pay shall still be payable.

Provided further that in the case of the termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where;

- i. the termination is due to serious and/or wilful misconduct on the part of the employee; or arises from a declaration of liquidation of Civilmart in which case the employee's entitlement shall be considered by the parties to the Agreement.
- ii. In order to qualify for the continuance of accident pay on termination an employee shall if required provide evidence to Civilmart of the continuing payment of weekly workers' compensation payments.

6.2.2 Accident pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then, subject to 6.2.3 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first three weeks.

Provided that as to industrial diseases contracted by a gradual process of injuries subject to recurrence, aggravation or acceleration (as provided in the Act) such injuries or diseases shall in Victoria, accident pay shall not apply in respect of any injury during the first five normal working days of any incapacity.

6.2.3 An employee on engagement is required to declare all workers' compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared Civilmart may require the employee to forfeit the employee's entitlement to accident pay under this Agreement.

6.3 MAXIMUM PERIOD OF PAYMENT

The maximum period or aggregate of period of accident pay to be made by an employer shall be a total of 52 weeks for any one injury as defined in 6.1.2.

6.4 ABSENCES ON OTHER PAID LEAVE

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

6.5 NOTICE OF INJURY

An employee upon receiving an injury for which the employee claims to be entitled to receive accident pay shall give notice in writing of the said injury to Civilmart as soon as reasonably practicable after the occurrence thereof. Provided that such notice may be given by a representative of the employee. An employee to receive such payment must have an accepted Workcover Claim.

6.6 MEDICAL EXAMINATION

In order to receive entitlement to accident pay an employee shall conform to the requirements of the Act as to medical examination.

Where in accordance with the Act a medical referee gives a certificate as to the condition of the employee and his/her fitness for work or specifies work for which the employee is fit and such work is made available by Civilmart and refused by the employee or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

6.7 REDEMPTION OF WEEKLY PAYMENTS

Where there is redemption of weekly compensation payments under the Act Civilmart's liability to pay accident pay shall cease as from the date of such redemption.

6.8 CIVIL DAMAGES CLAIMS

6.8.1 An employee receiving or who has received accident pay shall advise Civilmart of any action the employee may institute or any claim he or she may make for damages.

6.8.2 Where an employee obtains a verdict for damages in respect of an injury for which the employee has received accident pay Civilmart's liability to pay accident pay shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by Civilmart the employee shall pay to Civilmart an amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

6.8.3 Where an employee obtains a verdict for damages against a person other than Civilmart in respect of an injury for which the employee has received accident pay Civilmart's liability to pay accident pay shall cease from the date of such verdict, provided that if the verdict for damages is not reduced either in whole or part by the amount of accident pay made by Civilmart the employee shall pay any amount of accident pay already received in respect of that injury by which the verdict has not been so reduced.

6.9 INSURANCE AGAINST LIABILITY

Nothing in this clause shall require an employer to insure against liability for accident pay.

6.10 VARIATIONS IN COMPENSATION RATES

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

6.11 DEATH OF EMPLOYEE

All rights to accident pay shall cease on the death of an employee.

PART 7 RATES OF PAY AND CLASSIFICATION STRUCTURE

7.1 CLASSIFICATION AND RATES OF PAY

- (a) The following guaranteed percentage increases in the site classification wage rates shall occur.
- Year 1: 4% wage increase effective from pay period on or after signing by the parties.
 - Year 2: 4% effective from the first pay period on or after the 1 July 2025
 - Year 3: 4% effective from the first pay period on or after the 1 July 2026
- (b) Current Team Leaders will move one classification level up from their current classification as at the time of approval of this Agreement.
- (c) Rates of pay for adult employees for work done during ordinary hours an adult employee shall receive a rate of pay:

(i) Production Employees								
Classification Levels	Current Ordinary Base Rate of pay		Minimum rates from first full pay period on or after:					
			Upon signing 2024		01-July-2025		01-July-2026	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
A	24.34	924.98	\$30.51	\$1159.38	31.73	1205.74	33.00	1254.00
B	24.87	945.18	31.07	1180.66	32.31	1227.78	33.60	1276.80
C	25.40	965.36	31.62	1201.56	32.89	1249.82	34.21	1299.98
D	25.90	985.54	32.18	1222.84	33.47	1271.86	34.81	1322.78
E	26.47	1,005.71	32.73	1243.74	34.04	1293.52	35.40	1345.20
F	27.00	1025.89	33.28	1264.64	34.61	1315.18	35.99	1367.62
G	27.79	1056.02	34.10	1295.80	35.46	1347.48	36.88	1401.44
H	28.55	1084.85	34.89	1325.82	36.29	1379.02	37.74	1434.12
I	29.59	1124.43	35.97	1366.86	37.41	1421.58	38.91	1478.58

The above new Production Employee wage rate for Year 1 includes a \$5.00 per hour increase for each Classification Level in lieu of all Performance Measures and KPI Payments referred to in the Rocla Pty Ltd Wodonga Pipe Enterprise Agreement 2021

(ii) Maintenance Employees								
	Current Ordinary Base Rate of pay		Minimum rates from first full pay period on or after:					
			Upon signing 2024		01-July-2025		01-July-2026	
	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate
C10	25.93	985.42	26.97	1024.86	28.01	1064.38	29.13	1106.94
C9	29.82	1133.23	31.01	1178.38	32.25	1225.50	33.54	1274.52
C8	34.44	1308.81	35.81	1306.78	37.24	1415.12	38.73	1471.74
C7	37.86	1438.86	39.37	1496.06	40.94	1555.72	42.58	1618.04
C6	39.00	1482.19	40.56	1541.28	42.18	1602.84	43.87	1667.06

- (d) During the 1st 12th months of this Agreement Civilmart is committed to review and replace 'Pipe' competencies with 'Precast' competencies

- (e) Civilmart commits to undertake a skills assessment of employees during the life of the Agreement where employees and/or leaders may request a skills re-evaluation for an employee. An Employee can opt out of a skills assessment during this process.

Classification levels for Production employees are set out in QAR9 – Rocla Competency Classifications-employees skills record and competency points in Appendix 1

Production and Maintenance competency levels as outlined in Appendix 1

PART 8 ALLOWANCES AND SPECIAL RATES

The following allowances in addition to the rates provided in clause 7.1 – Classification and rates of pay shall be paid.

8.0 FOR WORK COMPLETED AWAY FROM Civilmart’s PLACE OF BUSINESS

- (a) Civilmart will provide a vehicle to an employee for the purposes of travel where work is required to be completed away from Civilmart’s workplace. If a vehicle is not available Civilmart will pay the fares necessarily expended in going from and to the employee residence to and from his/her work.
- (b) Civilmart will book and pay for accommodation and meals for employees who are required to complete work away from Civilmart’s workplace where an employee cannot reasonably return home.
- (c) An employee where requested to work away from home may make a choice as to whether they wish to work away from home.

8.1 EPOXY

An employee engaged on the preparation and/or the application of epoxy based materials shall be paid an allowance of \$1.50 per hour or part of an hour whilst so engaged.

8.2 FIRST AID ALLOWANCE

An employee appointed by Civilmart to perform first aid duty in addition to the employee's ordinary duties, shall be paid \$3.44 per day \$24.08 per week addition to his/her ordinary rate

8.3 PRODUCTIVITY INCENTIVE

Will apply in accordance with the agreed terms, set outside of the Agreement, paid on a weekly basis and is subject to management discretion and employees meeting and agreeing on criteria should the agreed terms or amount change. Civilmart will put in writing any changes to the employees covered under this agreement, following consultation.

PART 9 PROTECTIVE CLOTHING AND SAFETY BOOTS

9.0 CLOTHING AND SAFETY BOOTS ISSUE

Where it is necessary that an employee wear protective clothing, Civilmart must reimburse the employee the cost of purchasing such clothing.

- (a) For each permanent employee who has completed a minimum of 6 months continuous service, Civilmart will issue 3 sets of long sleeve shirts and long trousers annually. Shirts will be long sleeved only and be two tone safety coloured with the Civilmart logo displayed. Clothing will meet the minimum standard of the site Safety requirements, which complies with the Civilmart Safety Policy. These may be replaced on a fair wear and tear basis.
- (b) An employee working in or under wet conditions caused by rain will be provided with appropriate waterproof overcoat and rubber boots.
- (c) One all-weather bomber jacket will be supplied to each permanent employee in May each year.
- (d) It is the responsibility of the employee to always wear the Civilmart issued clothing when attending work. Employees not complying with this requirement may be subject to disciplinary action.
- (e) If the company issued clothing is ripped, torn or damaged in the course of normal production activities it will be replaced free of charge by the company on the presentation of the damaged article of clothing
- (f) The company will pay for the regular supply & laundering of shirts, trousers & overalls. Lockers for clothing will be supplied.
- (g) Civilmart may provide each employee with safety boots or suitable alternative footwear which may remain the property of Civilmart.
- (h) Replacement boots will also be issued when current boots become unserviceable on an exchange basis, to a maximum of 2 pairs per year or a combined value of \$250 per year.
- (i) Where there is a high wear rate on boots due to working conditions and not through wearer abuse, a replacement pair of boots may be provided over and above the yearly issue.

PART 10 PAYMENT OF WAGES

10.0 PERIOD OF PAYMENT

By agreement between Civilmart and the majority of employees at the site, Wages are paid weekly.

10.1 METHOD OF PAYMENT

All employees shall be paid their wage by electronic fund transfer into the employee's bank account.

PART 11 HOURS OF WORK, SHIFT WORK, MEAL BREAKS AND OVERTIME

11.0 ORDINARY HOURS OF WORK

Ordinary hours of work - day workers

The ordinary hours of work for a full-time employee shall be an average of 38 per week to be worked over a maximum work cycle of four weeks.

11.1 METHODS OF ARRANGING ORDINARY WORKING HOURS

The average of 38 hours per week is to be worked in one of the following ways:

- a nineteen day month of eight hours per day;
- four days of eight hours and one of six hours;
- four days of nine and a half hours per day;
- five days of seven hours and 36 minutes per day;
- an average of 38 hours per week over a maximum of a 4 week period;
- three days of ten hours and one day of eight hours;
- any combination of the above, provided that the ordinary hours may be worked by such other method that is agreed upon between Civilmart and the employee affected.

Any change to these arrangements will occur after consultation with affected employees. A minimum of one weeks' notice will normally be given before a major change in shift arrangements occurs unless operational arrangements require a shorter period.

Circumstances may arise where different methods of working 38 hours per week will apply to various groups or sections of employees at the site.

11.2 SPREAD OF HOURS

- (a) The ordinary hours of work prescribed herein may be worked on any weekday or all weekdays, Monday to Friday, and shall be worked continuously, except for meal breaks, between 5.00 am. and 6.00 p.m. in respect to day work, and as prescribed in clause 11.5 – special provisions for shift workers of this agreement in respect to shift work. Operating hours between 5.00 am and 6.00 pm are also available for day work on the understanding that any change to shift arrangements will occur after consultation with the workforce and mutual agreement between the company and individual employees.
- (b) Provided that the spread of hours may be altered by mutual agreement between an employer and the majority of employees in the plant, section or sections concerned. This does not preclude the employer reaching agreement with an individual employee at the site.
- (c) Provided further, that work done prior to the spread of hours fixed in accordance with this subclause for which overtime rates are normally payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

11.3 TWELVE HOUR DAYS

To suit operational requirements 12 hour shifts may be introduced after consultation with employees. Issues to be discussed will include:

- Proper health and monitoring procedures being introduced
- Suitable roster arrangements being made
- Proper supervision being provided
- An adequate trial or review process being implemented.

11.4 ROSTERED DAY OFF

11.4.1 Where an arrangement exists which allows employees to have one weekday off, excluding public holidays, in each twenty day cycle, eight hours will be worked on each of the other nineteen days of those four weeks.

The day off is to be nominated by Civilmart :

- by fixing one weekday upon which all or any number of employees will be off during a particular twenty day work cycle.
- by rostering employees off on various weekdays during a particular twenty day work cycle.

Subject to operational requirements, preference shall be given to days off being arranged to suit individual requests.

11.4.2 The day scheduled to be the day off in accordance with 11.4.1 may be worked as an ordinary working day without penalty when substituted by another day by agreement between Civilmart and the employee directly affected.

An employee who has not worked a complete four week cycle in order to accrue a rostered day off must be paid a pro rata amount for credits accrued for each day worked in the cycle. The pro rata amount is 24 minutes for each eight-hour day worked.

11.4.3 The above principles will also apply where other rostered day off arrangements are worked as per 11.1.

11.4.4 Flexibility in relation to rostered days off

- Rostered days off may be banked up to a maximum of seven (7) days.
- In any calendar year, where twenty days annual leave is taken there shall be a maximum of twelve rostered days off. Provided that for lesser periods of annual leave taken the above will apply on a proportionate basis.

11.5 SPECIAL PROVISIONS FOR SHIFT WORKERS

11.5.1 For the purpose of this clause:

- (a) Afternoon shift means any shift finishing after 6.00 p.m. and at or before midnight.
- (b) Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.
- (c) Continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Civilmart
- (d) rostered shift means a shift of which the employee concerned has had at least 48 hours' notice. Where requested and agreed to by an employee less than 48 hours notice may be given and accepted by an employee. An employee in such situation is required to have a 10 hour break from the last shift worked before recommencing work.

After consultation with employee(s) the span of hours over which shifts may be worked may be altered at either end of their span.

11.5.2 Hours - Continuous work shifts

This subclause shall apply to shift workers on continuous work as defined in 11.5.1.

- (a) The ordinary hours of shift workers shall average 38 per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days. Provided that, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days. Such shift workers shall work at such times as Civilmart may require subject to the following conditions.
- (b) A shift shall consist of not more than ten ordinary hours inclusive of crib time. Provided that: In any arrangement of ordinary working hours where the ordinary working hours are to exceed ten on any shift the arrangement of hours shall be discussed with employees. Issues to be discussed will include:
 - Proper health and monitoring procedures being introduced
 - Suitable roster arrangements being made
 - Proper supervision being provided
 - An adequate trial or review process being implemented
- (c) Except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (d) Twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

11.5.3 Hours - other than continuous work

This subclause shall apply to shift workers not on continuous work as defined in 11.5.1

- (a) Subject to clause 11.2, the ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
 - (i) 38 hours within a period not exceeding seven consecutive days; or
 - (ii) 76 hours within a period not exceeding fourteen consecutive days; or 114 hours within a period not exceeding 21 consecutive days; or 152 hours within a period not exceeding 28 consecutive days.
- (b) The ordinary hours shall be worked continuously inclusive of a 20 minute crib break at the discretion of Civilmart.
- (c) An employee shall not be required to work for more than six hours without a 20 minute crib break. Except at regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- (d) Provided that the ordinary hours of work prescribed herein shall not exceed ten ordinary hours on any day; in any arrangement or ordinary working hours where the ordinary working hours are to exceed ten on any shift the arrangement of hours shall be discussed with employees and the appropriate penalties and shift allowance shall be paid or given as time in lieu. Issues to be discussed will include:
 - Proper health and monitoring procedures being introduced
 - Suitable roster arrangements being made
 - Proper supervision being provided
 - An adequate trial or review process being implemented.

11.6 ROSTERS

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

11.7 VARIATION

Subject to 11.5.2 and 11.5.3 the method of working shifts may in any case be varied to meet operational requirements and after consultation with an employee or employees. The time of commencing and finishing shifts once having been determined may be varied by Civilmart after consultation with an employee or employees to suit the circumstances of the establishment or in the absence of agreement by **seven** days' notice of alteration given by Civilmart to the employees.

11.8 AFTERNOON OR NIGHT SHIFT ALLOWANCES

- (i) A shift worker whilst on afternoon or night shift shall be paid for such shift 15% more than the ordinary rates.
- (ii) A shift worker who works on an afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or six successive afternoons or nights in a six-day workshop; or for at least the number of ordinary hours prescribed by one of the alternative arrangements in 11.5.2 or 11.5.3 shall be paid for each such shift 150% for the first two hours thereof and 200% for the remaining hours thereof in addition to his/her ordinary rate.
- (iii) An employee who: during a period of engagement on shift, works night shift only; or remains on night shift for a longer period than four consecutive weeks; or works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least 1/3rd of his or her working time off night shift in each shift cycle, shall during such engagement period or cycle be paid 25% more than the ordinary rate for all ordinary time worked during ordinary working hours on such night shift.

11.9 SATURDAY SHIFTS

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in 11.8

11.10 OVERTIME FOR SHIFT WORKERS

11.10.1 If an employee is required to perform additional hours beyond their ordinary rostered hours (including hours accumulated towards RDO), on any day, overtime rates will apply.

- if employed on continuous work be paid at the rate of double time; or
- if employed on other shift work at the rate of time and a half for the first two hours and double time thereafter,

Except in each case when the time is worked;

- for the purpose of effecting the customary rotation of shifts or on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle Civilmart to deduct payment for a day in accordance with Cause 5.2 Standing down of employees.

- Provided that when not less than seven hours 36 minutes notice has been given to the employee by a relief person, that that person will be absent from work and the employee who should be relieved is not relieved and is required to continue to work on the employee's rostered day off the unrelieved employee shall be paid double time.

11.10.2 Requirement to work shift work overtime

An employer may require any employee to work reasonable shift work overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

11.11 SUNDAYS AND HOLIDAYS

11.11.1 Continuous shift workers

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

- (a) Sundays - at the rate of double time.
- (b) Holidays as prescribed by clause 12.9 - Sundays and public holidays at the rate of double time and a half.

11.11.2 Other than continuous shift workers

Shift workers on other than continuous shift work for all time worked on Sunday or holiday shall be paid at the rate prescribed by clause 12.9 Sundays and public holidays of this Agreement. Where shifts commence between 11.00 p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate: provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holidays.

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

11.11.3 Daylight saving

Notwithstanding anything contained elsewhere in this Agreement, in any area whereby reason of the legislation of a State or Territory summertime is prescribed as being in advance of the standard time of that State or Territory the length of any shift:

- (i) Commencing before the time prescribed by the relevant legislation for the commencement of a summer period; and
- (ii) Commencing on or before the time prescribed by such legislation for the termination of a summertime period;

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State or Territory legislation. In this subclause the expressions standard time and summertime shall bear the same meaning as is prescribed by the relevant legislation.

11.12 MEAL INTERVALS AND ALLOWANCES

11.12.1 Meal intervals

- (i) Subject to 11.12.1 (iii) employees, other than shift workers shall be entitled to a break of not less than 30 minutes and not more than one hour to be taken not later than five hours after the commencement of work for the day. Providing that the ordinary hours of work on any specified day do not exceed six hours, those hours may be worked without a meal break by agreement of the majority of employees and Civilmart concerned or an individual. By agreement between an employer and an employee or the majority at a site or part of the site concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.
- (ii) The scheduled time for a meal break may be altered or staggered by Civilmart if it is necessary to meet a requirement for continuity of the operations.
- (iii) An employee required to work for five hours on a Saturday, Sunday or public holiday shall be entitled to a meal interval of twenty minutes to be paid at ordinary rates of pay provided the employee continues to work for more than one and a half hours following the conclusion of the meal interval.
- (iv) An employee required to work beyond the usual meal time shall be paid at the rate of time and one half until the employee is allowed a meal break.

11.12.2 Meal allowances

- (i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that the employee will be required to work shall either be supplied with a meal by Civilmart or paid \$16.33 for the first and subsequent meals. If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, the employee shall be paid as above prescribed for meals which the employee has provided but which are surplus.
- (ii) An employee who is required to work for more than two hours beyond the employee's normal ceasing time in any day shall be allowed a crib break of twenty minutes at ordinary rates before overtime is commenced. After each further four hours worked an employee shall be entitled to crib time of twenty minutes without deduction of pay, if the employee continues working after such crib time.
- (iii) Civilmart and the majority of the employees or employee concerned may agree to any variation of the provisions to suit the circumstances of the work in hand. Provided that Civilmart shall not be required to make payment in respect of any time allowed under 11.11.1 (iii) in excess of twenty minutes, and employees shall not work more than six hours at ordinary rates of pay without a meal break.

11.13 OVERTIME

11.13.1 Monday - Friday

If an employee is required to perform additional hours beyond their ordinary rostered hours (including hours accumulated towards RDO), on any day, overtime rates will apply

Overtime is payable at the rate of time and half for the first 2 hours and double time thereafter (calculated on the ordinary hourly base rate).

11.13.2 Saturday

If on the instructions of Civilmart an employee reports for overtime work on a Saturday, the employee shall be paid for a minimum of four hours' work at the rate of time and one half for the first two hours and double time thereafter, except where the overtime is continuous with the overtime commenced on the previous day. In the event of an employee attending for work but not required, the employee shall be paid the minimum of three hours' work at the prescribed rate.

11.13.3 Sunday

If on the instructions of Civilmart an employee reports for work on a Sunday, the employee shall be paid for a minimum of four hours' work at double time. In the event of an employee attending for work but not required, the employee shall be paid a minimum payment as for three hours work.

11.14 CALL BACK

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

11.15 REST PERIOD AFTER OVERTIME

When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days. An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of Civilmart such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

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

11.16 OVERTIME FOR WORKING ON A ROSTERED DAY OFF

The rostered day prescribed in 11.4 may be worked where that is required by Rocla. In this situation, in addition to the payment of any accrual which has not previously been paid, the employee shall be paid at the rates of time and a half for the first two hours and double time thereafter.

11.17 TIME OFF IN LIEU OF PAYMENT

An employee may elect with the consent of Civilmart to take time off in lieu of payment for overtime at a time or times agreed with Civilmart.

Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate. That is an hour for each hour worked.

An employer shall if requested by an employee provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked where such time off in lieu has not been taken within four weeks of accrual.

11.18 REQUIREMENT TO WORK REASONABLE OVERTIME

11.18.1 An employer may require an employee to work reasonable overtime at overtime rates.

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

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

11.19 REST PERIODS

All employees shall be entitled to one rest interval of 15 minutes duration to be taken as directed prior to the meal interval.

PART 12 - TYPES OF LEAVE AND HOLIDAYS

12.1 ANNUAL LEAVE

12.1.1 Annual Leave will be paid in accordance with the *Fair Work Act 2009* as amended from time to time which as at the date of this Agreement provided as follows;

12.1.2 Amount of leave

For each year of service with his or her employer, an employee is entitled to:

- a) 4 weeks of paid annual leave; or
- b) 5 weeks of paid annual leave, if the employee qualifies for the shiftworker annual leave entitlement. (A shift worker for the purpose of the National Employment Standards and the additional week of annual leave provided for in s. 87 (1)(b) of the Fair Work Act 2009 is a seven-day shift worker who is regularly rostered to work on Sunday's and public holidays.)

12.1.3 Accrual of leave

An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

12.1.4. Leave loading

An employee on shift work will be paid a loading of 17.5% on the base rate of pay when annual leave is taken or the shift loading including relevant weekend penalty rates whichever is greater but not both.

12.1.5 Single Days

Civilmart may approve single days of annual leave, or leave without pay, as requested by Employees at the discretion of Civilmart.

12.1.6 Employee notice to take leave

In line with Civilmart's operational requirements, and to enable annual leave applications to be processed within two (2) weeks of application, the employee must give Civilmart a minimum of one (1) month's notice of the proposed leave commencement date.

12.2 CASHING OUT OF ANNUAL LEAVE

12.2.1 An Employee is entitled to cash-out a portion of accrued annual leave provided the Employee gives Civilmart a written election to cash out the amount of annual leave.

12.2.2 An Employee is not entitled to cash out a period of paid annual leave if doing so would result in the employee having a remaining paid annual leave entitlement of less than 4 weeks.

12.2.3 the payment for cashed out annual leave has to be the same as what the employee would have been paid if they took the leave.

12.2.4 Each cashing out of paid annual leave must be by a separate agreement in writing.

12.3 ANNUAL CLOSE-DOWN

- 12.3.1 Where Civilmart intends to temporarily close down the site / operation / plant or a section, or a part thereof, for the purpose of allowing annual leave to all or the majority of employees at the site / operation / plant, Civilmart will give employees concerned one month's written notice (or notice on the day of engagement if the employee commenced employment at the site during the notice period) of this intention.
- (i) An employee who has accrued enough annual leave to cover the full period of the close down must take paid annual leave for that period.
 - (ii) An employee who has not accrued enough annual leave to cover the full period of the close down, must take paid leave to the full amount accrued and leave without pay for the remaining period for the remaining period of the close down.
 - (iii) An employee who has no accrued annual leave must take leave without pay for the full period of the close down.
 - (iv) Any Public Holiday that falls within the period of close down will be paid in accordance with this Agreement and such day, or part thereof, will not be treated as a day of annual leave or leave without pay.
 - (v) Any unpaid leave taken in accordance with this clause shall not count as continuous service.
- 12.3.2 Civilmart may close-down the site / operation / plant for one or two separate periods in a year for the purpose of granting annual leave in accordance with this clause.
- (i) If Civilmart closes down the site / operation / plant for two separate periods, one of those periods is at least fourteen consecutive days (including non-working days).
 - (ii) Where Civilmart and the majority of the employees in the site / operation / plant or section or sections concerned agree, Civilmart may closedown the site / operation / plant in accordance with this clause for three separate periods in a year provided one of those periods is at least fourteen consecutive days (including non-working days). Civilmart shall advise the employees concerned of the proposed dates of each close-down before asking them for their agreement.
- 12.3.3 Civilmart may close down the site / operation / plant or part of it for a period of at least fourteen consecutive days (including non-working days) and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.
- 12.3.4 Civilmart will notify new employees of an impending shutdown upon commencement.

12.4 PERSONAL/CARERS LEAVE

- 12.4.1 A permanent Employee under this Agreement is entitled to be paid personal/carer's leave in accordance with the provisions of the *Fair Work Act 2009* which as at the date of this Agreement provide as follows:
- 12.4.2 The term 'personal/carer's leave' effectively covers both sick leave and carer's leave. The minimum entitlement to paid personal/carer's leave for an employee (other than a casual employee) is 10 days per year.
- 12.4.3 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the number of ordinary hours worked, and accumulates from year to year.
- 12.4.4 Personal/carer's leave continues to accrue when an employee takes a period of paid personal/carer's leave or paid annual leave. Personal carer's leave will not accrue on unpaid leave.

12.4.5 An employee may take paid personal/carer's leave if the leave is taken:

- a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- c) An employee, including a casual employee may take two (2) days of unpaid carers leave for each occasion (provided paid personal/carers leave is not available) to provided care or support to a member employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

12.4.6 To be entitled to personal/carer's leave an Employee must comply with Civilmart's notice and evidence requirements:

- a) notice must be given to Civilmart as soon as practicable; and must advise the period, or expected period, of the leave.
- b) Provide Civilmart with satisfactory documentary evidence of the basis for the request for leave including:
 - providing a medical certificate from a registered health practitioner or;
 - if it is not reasonably practicable for the Employee to give Civilmart a medical certificate a statutory declaration made by the Employee may be provided
 - The required documentation must be given to Civilmart as soon as reasonably practicable, which may be at a time before or after the leave has commenced.

This sub-clause does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

A member of an immediate family means a:

- spouse or former spouse
- defacto partner, or former defacto partner
- child
- parent
- grandparent
- grandchild
- sibling of an employee
- a child, parent, grandparent, grandchild or sibling of the employee's spouse or defacto partner.

Includes step relations – stepparents and step children and adoptive relations.

12.5 COMPASSIONATE LEAVE

Employees are entitled to compassionate leave in accordance with the *Fair Work Act 2009*, which as at the date of this Agreement provides an Employee with 2 days paid compassionate leave for each occasion when 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 or develops a personal injury that poses a serious threat to his or her life; or
- (iii) Dies; or

- (iv) A baby in an in their immediate family, is stillborn
- (v) They have a miscarriage, or
- (vi) Their current spouse or defacto partner has a miscarriage

12.5.1 An Employee who is entitled to a period of compassionate leave for a particular occasion may take the leave as:

- (i) a single, unbroken period of 2 days; or
- (ii) separate period of 1 day each; or
- (iii) Any separate periods to which the Employee and Civilmart agree.

12.5.2 The Employee is only entitled to compassionate leave if evidence is provided that Civilmart reasonably requires of the illness, injury or death.

12.5.3 A casual employee is entitled to 2 days of unpaid compassionate leave in accordance with the above.

12.6 PARENTAL LEAVE

Employees are entitled to parental leave as prescribed by the *Fair Work Act 2009*.

12.7 LONG SERVICE LEAVE

An Employee's entitlement to long service leave will be determined by the relevant legislation of the State in which they are employed at the time the long service leave is taken, or when the Employee ceases to be employed by Civilmart.

12.8 JURY SERVICE

12.8.1 Full-time and part-time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

12.8.2 A full-time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by Civilmart an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

12.8.3 Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment shall be made to the employee in accordance with 12.8.1.

12.8.4 An employee shall notify Civilmart as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give Civilmart proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

12.9 SUNDAYS AND PUBLIC HOLIDAYS

12.9.1 Payment

Double time shall be the rate payable for all work done on Sundays and double time and one half shall be the rate payable for all work done on public holidays, with a minimum payment for four hours work. In the event of an employee attending for work but not required, the employee shall be paid a minimum payment as for three hours' work.

12.9.2 Prescribed holidays

All employees (other than casuals) shall be entitled without deduction of pay to the holidays hereinafter mentioned or the day or days substituted in a locality by Act of Parliament or Proclamation in lieu of such holidays. By agreement between Civilmart and the employees other days may be substituted for the said days or any of them as to such employer's undertaking.

12.9.3 In Victoria

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Friday before the AFL Grand Final, Melbourne Cup Day, Anzac Day, Birthday of the Sovereign, Labour Day, Christmas Day, Boxing Day.

12.9.4 Should the 25th December in any year occur on a Saturday or a Sunday, the following Monday and Tuesday shall, for the purposes of this Agreement, be deemed to be Christmas Day and Boxing Day respectively. Likewise, should the first of January in any year occur on a Saturday or a Sunday, the following Monday shall be deemed to be New Year's Day.

12.9.5 Rostered day off falling on public holiday

Where a full-time employee's ordinary hours of work are structured to include a rostered day off and such day falls on a public holiday, the employee is entitled to upon agreement between the employee and Civilmart at the discretion of Civilmart:

- seven hours and 36 minutes pay at ordinary rates; or
- seven hours 36 minutes added to his or her annual leave; or
- a substitute day off on an alternative week day.

12.10 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE:

This clause applies to all employees, including casuals in accordance with the National Employment Standards (NES)..

PART 13 - SUPERANNUATION

Civilmart will make superannuation contributions that will satisfy the requirements of the Superannuation Guarantee Legislation and in accordance with the NES. If an employee does not exercise choice Civilmart will make an enquiry with Australian Taxation Office (ATO) whether the employee is an existing member of a stapled superannuation fund, and if stapled fund details are provided by the ATO, Civilmart will make contributions to the stapled fund, If the employee does not have a stapled fund, the default Superannuation fund will be 'Australian Super'.

Salary sacrifice superannuation will be offered on the following basis:

- (a) An employee may, by mutual agreement with Civilmart, request benefits in the form of additional superannuation contributions be provided.
- (b) Their pay under the Agreement will be reduced by an amount equivalent to that paid as additional superannuation contributions.
- (c) An employee may withdraw from the arrangement at times presented by Civilmart by completing an approval form. The employee will then receive his/her full pay.
- (d) Civilmart may amend or withdraw the benefit provided by this clause in the event of change in government legislation which affects the status (taxation or otherwise) of contributions paid following consultation with the union

SIGNED FOR AND ON BEHALF OF CIVILMART

Name: Lyndal Tilley

Address: 33 Kiewa Valley Road, Bandiana 3691

Authority: Senior People and Culture Advisor



.....
(Signed)

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN WORKERS UNION

Name: Ronnie Hayden

Address: 685 Spencer Street, West Melbourne Victoria 3003

Authority: Victorian Branch Secretary



..... (Signed)

Appendix 1 – Employee Competency Levels

PRODUCTION EMPLOYEE COMPETENCY LEVELS				
TRAINING LEVELS AS A MINIMUM				
GRADE A	GRADE B	GRADE C	GRADE D	GRADE E
Induction Program	Induction Program	Induction Program	Induction Program	Induction Program
Follow OH&S practices in workplace	Follow OH&S practices in workplace	Follow OH&S practices in workplace	Follow OH&S practices in workplace	Follow OH&S practices in workplace
Maintain safe work environment	Maintain safe work environment	Maintain safe work environment	Maintain safe work environment	Maintain safe work environment
Monitor OH&S factors for team	Monitor OH&S factors for team	Monitor OH&S factors for team	Monitor OH&S factors for team	Monitor OH&S factors for team
Emergency procedures	Emergency procedures	Emergency procedures	Emergency procedures	Emergency procedures
	Concrete Technology Level i (video)	Concrete Technology Level i (video)	Concrete Technology Level i (video)	Concrete Technology Level i (video)
	Plus other Foundation, Specific & Operational skills to a level of 25 points	Concrete Technology Level ii	Concrete Technology Level ii	Concrete Technology Level ii
		Plus other Foundation, Specific & Operational skills to a level of 54 points	Concrete Technology Level iii	Concrete Technology Level iii
			Plus other Foundation, Specific & Operational skills to a level of 64 points	Plus other Foundation, Specific & Operational skills to a level of 109 points
TRAINING LEVELS AS A MINIMUM				
GRADE F	GRADE G	GRADE H	GRADE I	
Induction Program	Induction Program	Induction Program	Induction Program	
Follow OH&S practices in workplace	Follow OH&S practices in workplace	Follow OH&S practices in workplace	Follow OH&S practices in workplace	
Maintain safe work environment	Maintain safe work environment	Maintain safe work environment	Maintain safe work environment	
Monitor OH&S factors for team	Monitor OH&S factors for team	Monitor OH&S factors for team	Monitor OH&S factors for team	
Emergency procedures	Emergency procedures	Emergency procedures	Emergency procedures	
Concrete Technology Level i (video)	Concrete Technology Level i (video)	Concrete Technology Level i (video)	Concrete Technology Level i (video)	
Concrete Technology Level ii	Concrete Technology Level ii	Concrete Technology Level ii	Concrete Technology Level ii	
Concrete Technology Level iii	Concrete Technology Level iii	Concrete Technology Level iii	Concrete Technology Level iii	
Plus other Foundation, Specific & Operational skills to a level of 161 points	Concrete Technology Level iv	Concrete Technology Level iv	Concrete Technology Level iv	
	Plus other Foundation, Specific & Operational skills to a level of 236 points	Plus other Foundation, Specific & Operational skills to a level of 301 points	Plus other Foundation, Specific & Operational skills to a level of 371 points	
<i>These minimum training levels must be achieved to move to the next grade.</i>				
<i>Further points are required as per the following skills table.</i>				
<i>Competency levels are to be reviewed by management in conjunction with the Production Co-ordinator and Team Leader.</i>				

MAINTENANCE COMPETENCY LEVELS

C6	Engineering Tradesperson Electrician / Team Leader	<ul style="list-style-type: none">• Trade Qualified – Electrician / Mechanical trades person.• Complex Electrical & mechanical maintenance skills.• High risk licence
C7	Engineering Tradesperson	<ul style="list-style-type: none">☒ Trade Qualified• Welding skills• Machining skills ie: Lathe, Milling• Complex setting of moulds.• Complex maintenance of machinery and moulds.
C8	Engineering Tradesperson	<ul style="list-style-type: none">☒ Trade Qualified – Complex setting of all product moulds.• General Maintenance of all site machinery and moulds.• High risk licence ie; Forklift, EWP
C9	Engineering Tradesperson	<ul style="list-style-type: none">☒ Trade qualified – Setting up of moulds• Basic maintenance on machinery.
C10	Non trade qualified Maintenance Employee	<ul style="list-style-type: none">• Required Skills – Basic welding, basic hand and power tools.• Able to read and understand basic engineered drawings.

Competency levels to be reviewed by management in conjunction with the Production Co-ordinator and Team Leader.

