

**PGH BRICKS & PAVERS  
THOMASTOWN ENTERPRISE AGREEMENT 2024 - 2027**

**1. TITLE**

This Agreement shall be known as the PGH Bricks & Pavers Thomastown Enterprise Agreement 2024 – 2027.

**2. ARRANGEMENT**

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### **3. PARTIES AND APPLICATION**

- (a) The parties to this Agreement are:
  - (i) Bricks Australia Services Pty Limited (ACN 604 616 908) (“the Company”); and
  - (ii) The CFMEU, Construction and General Division; and
  - (iii) The AMWU, Australian Metal Workers Union.
- (b) This Agreement applies to all employees (“the employees”) of the Company who work at its plant at 2 Trawalla Ave, Thomastown, VIC, 3074 (“the Site”) and who are employed in the classifications contained in Clause 12 of this Agreement.

### **4. DATE OF OPERATION**

This Agreement will commence from the first pay period to commence on or after the date that is 7 days after the Agreement is approved (“Commencement Date”) by Fair Work Commission (“FWC”) in accordance with the Fair Work Act 2009 (Cth) (“Act”).

The Agreement will continue in force for a period of three (3) years from the Commencement Date with a nominal expiry date of 18 February 2027.

### **5. RELATIONSHIP WITH OTHER INSTRUMENTS AND NES**

- (a) This Agreement supersedes and operates to the exclusion of any other industrial instrument, agreement and/or award that might otherwise apply to the employment of the employees.
- (b) This Agreement represents the consolidation of wages and conditions of employment for the employees covered by this Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations, arrangements and agreements in connection with that subject matter.
- (c) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### **6. CONSULTATION AND INTRODUCTION OF CHANGE**

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees and the union(s) of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.

- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or

- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

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

## 7. CONSULTATION AND SITE CONSULTATIVE COMMITTEE (SCC)

- (a) The SCC may discuss and make recommendations on all matters relating to the operation of the business and will have access to such information as is necessary to reach informed opinions on matters affecting and improving business performance, involving changes to the Organisation or performance of work in the enterprise.
- (b) Matters affecting wages and conditions of employment may be discussed but will not be

determined by the SCC. Any issues, including work area agreements involving wages and conditions of employment, will be determined by the parties to this Agreement. The parties to the Agreement undertake to consider the views of the SCC on such issues.

- (c) Where a member of the SCC participates in consultative committee activities outside of the member's rostered ordinary hours of work they will be paid according to their rostered ordinary hours of work and take, at a time agreed between the member and the employer, time in lieu of the time spent on SCC activities. By agreement time in lieu may be paid out at the ordinary time rate of pay.
- (d) The Company recognises that, where an employee covered by this Agreement is required to act as an employee representative, in accordance with Clause 41 of this Agreement, the employee will require access to facilities to promote the resolution of the grievance or dispute at the Site level based on consultation, co-operation and discussion.
- (e) Where an employee is acting as an employee representative (in accordance with Clause 41) the Company will provide access to facilities to promote the resolution of the grievance or dispute at a Site level.
- (f) Where an employee is acting as an employee representative (in accordance with Clause 41) the employee will be paid for their time at their normal hourly rate of pay (including any shift allowance so payable) for attending proceedings relating to resolution of a grievance or dispute in accordance with Clause 41 of this Agreement.

## **8. EMPLOYEE REPRESENTATION**

- (a) Delegates Rights Term
  - (i) For the purpose of this clause only, the Manufacturing and Associated Industries and Occupations Award 2020, Delegates' rights term applies.
  - (ii) The Shop Steward may apply for up to 8 days paid leave, in the term of this agreement, to attend union training. The training will be approved subject to operational requirements of the business and the Company having the opportunity to participate in the development of the training.

## **9. TRAINING**

- (a) Training in areas for operational requirements, including but not limited to, safety, machine operation, machine function, electrical disconnection, personnel development, confined space entry, lock out tag out, rational process etc will be ongoing. All employees will be expected to participate in this training.
- (b) Where an employee is required to attend training, the Company will pay for the employee's attendance at such training and any costs associated with it. Where attendance at such training is at the employee's instigation the Company will not be liable for any expenses associated with the employee's attendance at such training, unless the Company has agreed to, and approved, the employee's attendance at the training.
- (c) Should a Rostered Day Off fall during an employee's attendance at a training course, a day in lieu of that day will not be granted unless the Company has agreed to, and approved, the employee's attendance at the training.
- (d) Where an employee fails to attend the course or courses for which leave has been granted by the Company the employee will notify the Company as soon as possible of the non-attendance and the period thereof. The Company will not be required to make

payment for any period of leave granted, unless the employee can substantiate that the failure to attend the course was due to illness or personal leave, in which case payment will be made in accordance with the personal leave clause of this Agreement.

**10. WAGES**

(a) Rates of Pay

- (i) From the first full pay period after certification, the ordinary hourly rates of pay for employees shall be in accordance with Schedule A to this Agreement.
- (ii) From first full pay period on or after 18 February 2025, the ordinary hourly rates of pay for employees shall be according to the table below.
- (iii) From first full pay period on or after 18 February 2026, the ordinary hourly rates of pay for employees shall be according to the table below.
- (iv) Employees will not be paid less than the applicable minimum rate prescribed in this Agreement unless reduction is in accordance with the salary sacrifice arrangements in Clause 28 of this Agreement.
- (v) The rates set out in Schedule A of this Agreement will be increased by the following percentages during the life of this Agreement:

Percentage Increase	Effective from
4 %	The first full pay period after certification from the Fair Work Commission
4 %	The first full pay period on or after 18 February 2025
3.5 %	The first full pay period on or after 18 February 2026

- (vi) Except as specifically provided in this Agreement:
  - 1) Seven day shift workers paid rates compensate the Shift Worker for all monetary entitlements including but not limited to penalty rates for working overtime, loadings, weekend penalties, allowances, dirt money, confined space allowance, heat money and wet work money and afternoon or night shift allowance. Seven day shift workers paid rates are the rates described for Kiln Operators in Schedule A.
  - 2) The rates of pay for Forklift Drivers and Front End loaders are inclusive of Industry Allowance and Licence Allowance.
- (vii) The base rates of pay and paid rates of pay do not include annual leave loading.
- (viii) An employee performing the duties of a Leading Hand will be paid a Leading Hand Allowance as contained in Schedule A to this Agreement. This allowance will be included in the total rate of pay for all purposes of this Agreement.
- (ix) An employee employed as a spare and/or standby operator to any classification contained in this Agreement, once deemed competent, will be paid at least the rate of pay applicable to the classification for which they are the spare and/or standby operator, for the time worked in the role. When an employee is not working in the spare and/or standby operator role, they will revert to their non- spare and/or standby operator classification.
- (x) A trade's assistant employed under the classification contained in Clause 12 of this

Agreement will be paid at 95.3% of classification level M5.

(b) **Payment of Wages**

- (i) All wages will be paid on Thursday of each week into an appropriate bank account as nominated by the employee. The Company maintains the right to change the pay week after consultation with employees, subject to providing fourteen (14) days' notice.
- (ii) Wages will be available to employees before the banks or financial institutions close of business on pay day.
- (iii) Where a public holiday including a bank holiday falls on any pay day, wages will be made available on the day immediately preceding such holiday.
- (iv) In the event that an employee's wage is not deposited into their account, as a consequence of the Company not transferring the money at the appropriate time then such employee will be eligible to be paid an additional four hours of ordinary pay.
- (v) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.
- (vi) Upon termination of employment moneys owing will be paid into the employee's bank account via electronic funds transfer.
- (vii) Gross wages will be paid net of income tax and any agreed deductions that pertain to the employment relationship in weekly instalments directly to the employees nominated bank account. The details of each payment will be confirmed by pay slip.
- (viii) The Company will make deductions from an employee's wage including final payments, when permitted or required to do so by law; or where an employee has agreed to the repayment of a Company overpayment; or where the employee is able to make a deduction from their pay and they have completed an approved payroll deduction form.

**11. ALLOWANCES**

(a) **Vehicle Allowance**

Where an employee is required by the Company to use their own motor vehicle on Company business, he/she will be paid an allowance in accordance with Schedule B of this Agreement.

(b) **Manganese Di-Oxide, Pigments, and Other Allowances**

- (i) Employees required to handle Manganese di-oxide and other pigments will be provided with protective clothing consisting of overalls, gloves and a head mask. Such overalls will be cleaned at least once per week by the Company.
- (ii) In addition to protective clothing an employee will be paid a daily allowance as contained in Schedule B of this Agreement whilst the employee is required to handle such substances.
- (iii) An employee regularly handling these substances will be required to have a medical examination by a fully qualified medical practitioner in line with Occupational Health and Safety Act 2004 (Vic) or subsequent legislation. The medical examination/s will be during ordinary working hours and the time so

occupied will be deemed to be time worked and paid as such. All costs regarding the above examinations will be paid by the Company.

(c) First Aid Allowance

An employee who has been trained to render first aid, who is a current holder of appropriate first aid qualifications and is required to perform the duties of a first aider will be paid a weekly allowance as contained in Schedule B of this Agreement.

12. CLASSIFICATIONS

(a) Classifications

(i) Employees (other than Kiln Attendants) will be classified into one of the following classifications contained in this clause in accordance with their skills, competencies and the requirements of the Company's business:

Level	Description
Level 1	Entry level; operates one designated area (under supervision), generic skills such as OH&S, quality, measurement, communication
Level 2	Operates and adjusts in one designated area with minimal supervision and does routine maintenance and has generic skills as per level 1.
Level 3	Operates and adjusts in more than one designated area and does routine maintenance and has generic skills as per Level 1.
Level 4	Operates and adjusts in three or more designated areas, does routine maintenance and quality and has generic skills as per Level 1.
Level M5	Full Trades Certificate or equivalent
Level M6	Full Trades Certificate or equivalent, perform installation, maintenance, correct functioning of mechanical and other equipment and associated tasks, record keeping, trouble shooting.
Level M7	All skills, attributes and training as for Level M6 plus either one (1) of the following certificates: Certificate of Hydraulics/Pneumatics Level 3 (Fluid power Level 3) Certificate of Disconnect/Reconnect Certificate of Structural/Pressure welding
Level M8	As for level M7 with two (2) of the following certificates: Certificate of Hydraulics/Pneumatics Level 3 (Fluid power Level 3) Certificate of Disconnect/Reconnect Certificate of Structural/Pressure welding



(ii) A designated work area for the purposes of determining classifications is:

Area	Equipment
Clay Preparation	Primary Crusher Operation Front End Loader / Bobcat / Dingo Clay Preparation Operation and Check sheet Pre Operation Checks and Routine Maintenance
Extruder / Setter	Fines Bin Monitoring and Operation Extrusion Operation Slurry Process and Application Body additives set up and application Setting Operation and Program Selection Kiln Car Cleaning Changeovers and Routine Maintenance Forklift Operation
Unloader Plant 4	Master Panel Selection Sorting to Master Panel Unloading Heads Centre Console Strapper Packaging Materials Set Up and Upkeep
Unloader Plant 5	Master Panel Selection Sorting to Master Panel Unloading Heads Centre Console Strapper Packaging Materials Set Up and Upkeep
Yard	Packaging (Unloader) to yard stock Loading Trucks CoR - Chain of responsibility Documents - Picking Slips Stocktake Cycle Counts Strapper

- (b) The Company may direct an employee to carry out duties within the limits of the employee's skill, competence and training.

### 13. MONDAY TO FRIDAY SHIFT ARRANGEMENT

- (a) The terms and conditions of this Clause will apply if the employee works on a Monday to Friday shift arrangement (the "Workers")
- (b) Day worker

For a day worker the ordinary span of hours will be 6.00 am to 5.00 pm, Monday to Friday, unless otherwise agreed between the Company and the majority of the Worker(s) in the concerned work section or department. Agreement will not be unreasonably withheld.

- (i) Workers will work 38 ordinary hours a week, averaged over the roster cycle, except where Workers work 38 ordinary hours a week on the basis of eight hours each day for nineteen days of each twenty day work cycle (excluding public holidays), with the twentieth day being a rostered day off to be taken in accordance with the provisions contained in subclause (g) of this Clause.
  - (ii) The spread of hours contained in subclause (b) of this Clause may be varied, by majority agreement between affected Workers and the Company, from time to time to meet the operational requirements of the business. Workers will not unreasonably withhold their agreement.
  - (iii) Should the requirements of the business change, the average 38 ordinary hours a week may be worked over the 20 day cycle with no accrual for a rostered day off. Should this occur the Company will consult all Workers on the change of hours and reach agreement with the majority of affected Workers. Workers will not unreasonably withhold their agreement.
  - (iv) Where agreement exists through the consultative process the ordinary hours of work can be worked on any day of the week, Saturday and Sunday inclusive.
  - (v) Ordinary hours of work performed on a Saturday will be paid at time and one half and on Sunday at double time.
- (c) Shift Work
- (i) Where the company proposed to introduce a shift or move an employee to shift work the company shall first seek volunteers prior to selecting an employee.
  - (ii) A Worker may be rostered to work shift work on day shift, afternoon shift or night shift. For the purpose of this Agreement:
    - 1) "day shift" is a shift between 6.00 am to 5.00 pm.
    - 2) "afternoon shift" is any shift finishing after 6.00 pm and not later than 12.00 midnight.
    - 3) "night shift" is any shift finishing after midnight but not later than 8.00 am.
    - 4) "permanent shift" is any shift which does not alternate or rotate with another shift.
    - 5) Ordinary hours of work performed on a Saturday will be paid at time and one half of his/her base rate of pay and on Sunday at double time of his/her base rate of pay.
  - (iii) Subject to subclause (d) of this Clause:
    - 1) The ordinary hours of non-continuous shift workers may be rostered from Monday to Sunday inclusive.
    - 2) Different methods of shift may apply to various sections within the Company.
    - 3) Shift rosters will specify the commencing and finishing times of ordinary working hours.
    - 4) Twenty minutes will be allowed to shift workers each shift for a crib break which will be counted as time worked.
  - (iv) When working an afternoon shift or a night shift, a Worker will receive a loading

of 17% in addition to his/her base rate of pay for the ordinary hours worked on such a shift. Where the Worker is rostered to a permanent night shift the Worker will receive a loading of 30% in addition to his/her base rate of pay for the ordinary hours worked on such a shift.

(d) Overtime

- (i) For all work done outside the ordinary starting or ceasing time of work on any one day or outside the spread of hours contained in subclause (b) of this Clause, a Worker will be paid at the rate of one and a half (1.5) times his/her base rate of pay for the first two hours and two times (2) his/her base rate of pay for any hours worked thereafter.
- (ii) Where a Worker performs work on a Saturday, Sunday or Public holiday he/she will be paid as follows:
  - 1) For work performed on a Saturday he/she will be paid at one and a half (1.5) times his/her base rate of pay for the first two hours and then two (2) times his/her base rate of pay for any hours worked thereafter, for a minimum of two hours. All work performed after 12.00 noon on a Saturday will be paid at two (2) times the Workers base rate of pay.
  - 2) For work performed on a Sunday, the Worker will be paid two times (2) his/her base rate of pay for a minimum of three (3) hours.
  - 3) For work performed on a Public Holiday, the Worker will be paid at two and a half (2.5) times his/her base rate of pay for a minimum of three (3) hours.
- (iii) A Worker will be entitled to have at least 10 consecutive hours off duty between the work on successive ordinary-time days and shall be released from further duty without loss of pay until this requirement has been met, except where the break required will be eight (8) hours where the Worker is realigning themselves with their normal shift pattern.
- (iv) If, on the instruction of the Company, the Worker resumes work without having had ten consecutive hours off duty, the Worker will be paid at double his/her base rate of pay until he/she is released from duty and he/she shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (v) Unless an RDO is substituted for another shift off in accordance with subclause (iv) of this Clause, the work perform on the shift work will be paid at two (2) times the shift workers base rate of pay for all hours worked.

(e) Call Back

- (i) Where a Worker is called to work overtime after leaving the Company premises (whether notified before or after leaving the premises) he/she will be paid at the appropriate rate for each time they are recalled. Except in the case of unforeseen circumstances, Workers will not be required to work the full three hours if the job they were called to perform is completed in a shorter time or where the Worker has incorrectly left a safety tag on a piece of equipment and they return to the Plant to remove the tag, in which case they will not be paid.
- (ii) Clause (i) does not apply where it is customary for Workers to return to Company premises to perform a specific job outside their ordinary hours of work or where overtime is continuous (subject to the subclause (f) of this Clause, meal breaks), with the completion or commencement of ordinary working time.

(iii) Overtime worked in accordance with subclause (i) and (ii) of this Clause, will not be regarded as overtime for the purpose of Clause (d)(iv) of this Clause, where the actual time worked is less than three hours on such call back or on each such call back.

(f) Meal Breaks

(i) A Worker will be allowed an unpaid meal break of 30 minutes and a paid tea break of 10 minutes to be taken at times so as not to interfere with the continuity of work.

(ii) Where a Worker is required to work through a meal break because of operational or exceptional circumstances, and the Worker has not been given an earlier meal break, the Worker will be paid the rate of one and a half (1.5) times his/her hourly rate of pay for the time worked and will be permitted to take the meal break immediately after the resumption of work by other employees. Such time will not be counted as time worked.

(iii) A Worker will not be permitted to work for more than five (5) hours continuously without a meal break. Provided that where the ordinary hours of work are worked on the basis of four days of eight ordinary hours each and one day of six ordinary hours in a weekly work cycle by agreement between the Company and the majority of Workers concerned the six ordinary hour day may be worked without a lunch break.

(iv) A Worker who is required to work overtime for more than 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid a meal allowance in accordance with Schedule B of this Agreement.

(v) Should a period of overtime be two hours or more, a Worker will be allowed a paid meal break of 30 minutes, at the current overtime rate, between the conclusion of ordinary time and the commencement of overtime. For the purpose of this clause, a no-break allowance will be paid to an employee, where it is mutually agreed between the Company and the employee, that the employee is required to perform work immediately at the end of their ordinary hours. Such approval will take into consideration the health, safety and wellbeing of the employee and the work to be performed. The Company and the Worker may agree to work any variation of this provision to meet operational circumstances provided that the Company will not be required to make payments in respect of any time allowed in excess of 30 minutes. Should the overtime go longer than 3 hours, then the meal break must be taken. Employees will continue to be paid their ordinary meal allowance as per the Agreement.

(vi) A Worker working overtime will be allowed a break of 20 minutes without deduction of pay after each four hours of overtime worked if the Worker continues to work after such break.

(vii) Where a Worker is required to work overtime on a Saturday, the first break, if occurring between 10.00 am and 1.00 pm will be paid at the worker's base rate of pay.

(viii) If a Worker, 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 will be paid for the prescribed meals which the employee has provided but which are surplus.

(g) Rostered Days Off (RDO)

(i) Where a rostered day off falls on a public holiday as contained in Clause 23 of this

Agreement, the next working day will be taken in lieu of the Rostered Day Off unless an alternative day is agreed between the Company and the Worker.

- (ii) By agreement between the Company and the Worker, another day or shift may be substituted for the RDO.
- (iii) The Company will advise the Worker at least four weeks in advance of the day to be taken off.
- (iv) A Worker will be entitled to a maximum of twelve (12) RDOs in each year.
- (v) In circumstances where a Worker accumulates up to five rostered days off, the Worker can request these days to be paid out at the Worker's hourly rate of pay with the approval of the Company. Alternatively, the Company can instruct the Worker to take the rostered days off in one unbroken period.
- (vi) Unless a RDO is substituted for an alternative day and the Worker is required to work on the RDO such work will be performed at overtime rates.
- (vii) Where a Worker has not worked a complete 19 day four week cycle he/she will receive pro-rata accrued entitlement for each day or shift worked or regarded as having been worked in such cycle payable for the RDO, or in the case of termination of employment on termination.

#### 14. SEVEN DAY SHIFT ARRANGEMENT

- (a) This Clause sets out conditions for seven day shift workers (referred to in this Clause as "Shift Workers") only. The provisions of Clause 11, Monday to Friday Shift Arrangement does not apply to Seven Day Shift Workers.
- (b) For the purposes of the additional week of annual leave in the NES, a shift worker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- (c) Hours of Work

The ordinary span of hours will be 6.00 am to 5.00 pm, Monday to Friday, unless otherwise agreed between the Company and the majority of the Worker(s) in the concerned work section or department. Agreement will not be unreasonably withheld.

- (i) Except where a Shift Worker is rostered to work a continuous shift cycle a Shift Worker will work 38 ordinary hours a week on the basis of eight hours each day for nineteen days of each twenty day work cycle (excluding public holidays), with the twentieth day being a rostered day off to be taken in accordance with the provisions contained in subclause (g) of this Clause.
- (ii) The spread of hours contained in subclause (c) of this Clause may be varied, by majority mutual agreement between affected Shift Workers and the Company, from time to time to meet the operational requirements of the business. Shift Workers will not unreasonably withhold their agreement.
- (iii) Should the requirements of the business change, the average hours of work may become 38 hours a week over the 20 day cycle with no accrual for a rostered day off. Should this occur the Company will consult all Shift Workers on the change of hours and reach agreement with the majority of affected Shift Workers. Shift Workers will not unreasonably withhold their agreement.

(d) Shift Work

- (i) A Shift Worker may be rostered to work a continuous shift or seven day shift rotation. For the purpose of this Agreement:
  - 1) “continuous shift” is a shift which regularly rotates consecutively with other shifts through the 24 hours of at least six consecutive days without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
  - 2) “seven day shift” is a shift where the Shift Worker is regularly rostered to work on Sundays and Public holidays.
- (ii) When working an afternoon shift or a night shift, a Shift Worker will receive a loading of 17% in addition to his/her base rate of pay for the ordinary hours worked on such a shift. Where the Shift Worker is rostered to a permanent night shift a Shift Worker will receive a loading of 30% in addition to his/her base rate of pay for the ordinary hours worked on such a shift.
- (iii) The Company and Shift Worker, or majority of affected Shift Workers, may by agreement substitute the shift a Shift Worker(s) is to take off during a work cycle for another shift without incurring a penalty

(e) Overtime

- (i) Shift Workers will not normally be required to work overtime beyond the rostered overtime included in their shift. If there is a requirement for further overtime, the Shift Worker will be paid at the rate of two (2) times their base rate of pay for hours.
- (ii) If a Shift Worker is employed on other shift work they will be paid at the rate of one and a half (1.5) times his/her base rate of pay for the first two hours of work and then two (2) times his/her base rate of pay for every hour thereafter.
- (iii) Where a Shift Worker is required to work on a Saturday, Sunday or Public Holiday that is not part of their normal shift roster he/she will be paid as follows:
  - 1) An ordinary shift, the major portion of which is worked on a Saturday will be paid at one and a half (1.5) times the Shift Workers base rate of pay.
  - 2) For work performed on a Sunday the Shift worker will be paid at two times (2) his/her base rate of pay for a minimum of three (3) hours.
  - 3) For work performed on a Public Holiday the Shift Worker will be paid at two and a half (2.5) times his/her base rate of pay for a minimum of three (3) hours.
- (iv) The penalty rates paid under subclause (iii) of this Clause are in substitution for any shift allowances payable under subclause (b)(ii) of this Clause.
- (v) A Shift Worker shall be entitled to have at least 10 consecutive hours off duty between the work of successive ordinary-time days and shall be released from further duty without loss of pay until this requirement has been met, except where the break required will be eight (8) hours where the Shift Worker is realigning themselves with their normal shift pattern.
- (vi) If, on the instruction of the Company, the Shift Worker resumes work without having had ten consecutive hours off duty, the Shift Worker will be paid at two (2) times their base rate of pay until they are released from duty and they shall then be

entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (vii) Unless a RDO is substituted for another shift off in accordance with subclause (v) of this Clause, the work performed on the shift work will be paid at two (2) times the Shift Workers base rate of pay for all hours worked.

(f) Call Back

- (i) Where a Shift Worker is called to work overtime after leaving the Company premises (whether notified before or after leaving the premises) he/she will be paid at the appropriate rate for each time they are recalled. Except in the case of unforeseen circumstances, Shift Workers will not be required to work the full three hours if the job they were called to perform is completed in a shorter time or where the Shift Worker has incorrectly left a safety tag on a piece of equipment and they return to the Plant to remove the tag, in which case they will not be paid.
- (ii) Clause (i) does not apply where it is customary for Shift Workers to return to Company premises to perform a specific job outside their ordinary hours of work or where overtime is continuous (subject to the subclause (g) of this Clause, meal breaks), with the completion or commencement of ordinary working time.
- (iii) Overtime worked in accordance with subclause (i) and (ii) of this Clause, will not be regarded as overtime for the purpose of Clause(d)(v) of this Clause, where the actual time worked is less than three hours on such call back or on each such call back.

(g) Meal Breaks

- (i) A Shift Worker will be allowed two paid breaks, being one twenty minute meal break and one ten minute paid tea break to be taken at times so as not to interfere with the continuity of work. This time will be counted as time worked.
- (ii) Should a period of overtime be two hours or more, a Shift Worker will be allowed a meal break of 30 minutes between the conclusion of ordinary time and the commencement of overtime. Such meal break will be paid at the Shift Workers base rate of pay. The Company and Shift Worker may agree to work any variation of this provision to meet operational circumstances provided that the Company will not be required to make payments in respect of any time allowed in excess of 30 minutes.
- (iii) A Shift Worker working overtime will be allowed a break of 20 minutes without deduction of pay after each four hours of overtime worked if a Shift Worker continues to work after such break.
- (iv) If a Shift Worker, 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 Shift Worker will be paid for the prescribed meals which the Shift Worker has provided but which are surplus.

(h) Rostered Days Off (RDO)

- (i) Where a RDO falls on a public holiday as contained in Clause 23 of this Agreement, the next working day will be taken in lieu of the RDO unless an alternative day is agreed between the Company and the Shift Worker.
- (ii) By agreement between the Company and the Shift Worker, another day or shift may be substituted for the RDO.

- (iii) The Company will advise the Shift Worker at least four weeks in advance of the day to be taken off.
- (iv) A Shift Worker will be entitled to a maximum of twelve (12) RDOs in each year.
- (v) In circumstances where a Shift Worker accumulates up to five rostered days off, the Shift Worker can request these days to be paid out at the Shift Worker's hourly rate of pay with the approval of the Company. Alternatively, the Company can instruct the Shift Worker to take the RDO's in one unbroken period.
- (vi) Unless a RDO is substituted for an alternative day and the Shift Worker is required to work on the RDO such work will be performed at overtime rates.
- (vii) Where a Shift Worker has not worked a complete 19 day four week cycle he/she will receive pro-rata accrued entitlement for each day or shift worked or regarded as having been worked in such cycle payable for the RDO, or in the case of termination of employment on termination.

## 15. CASUAL EMPLOYEES

- (a) This Clause sets out conditions for casual workers (referred to in this Clause as "casuals") only.
- (b) A casual is employed under one of the classifications contained in Clause 12 of this Agreement where:
  - (i) they are employed on an hourly basis; and
  - (ii) their employment is classified as casual; and
  - (iii) their hours are non-systematic and irregular.
- (c) A casual's hourly rate of pay will be calculated on the basis of the hourly rate of pay for the classification under which they are employed in Clause 12 of this Agreement with an additional casual loading of 25% to be added to the hourly rate. The casual loading compensates the casual for non-receipt of annual leave, public holidays not worked, severance pay and notice of termination. Casuals will be entitled to overtime and meal breaks under the same conditions as those contained in Clause 13, Monday to Friday Workers.
- (d) Where a casual has been engaged, they will be engaged for a minimum period of four (4) hours. On each occasion a casual employee is required to attend work the casual will be paid for a minimum of four (4) hour's work, where that casual shows for and works the one day.
- (e) The Company will provide the casual with a schedule of hours to be worked and the likely period of engagement when the casual commences work.
- (f) In the case of a casual employee who is converted to part-time employment in accordance with the casual conversion provisions in the NES, they may be engaged to work on a part-time basis involving a regular pattern of hours which is less than 38 ordinary hours per week.

## 16. CONTRACTORS

The Company will endeavour to ensure the wages and conditions of contractors and labour hire employees engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided in this Agreement for equivalent or similar work.



## 17. PART TIME EMPLOYEES

- (a) This Clause sets out conditions for part time workers (referred to in this Clause as “part timers”) only.
- (b) A part-timer is employed under one of the classifications contained in Clause 12 of this Agreement where the employee is engaged to work a regular pattern of ordinary weekly hours which do not exceed ~~22.5~~ 38 hours in each week. A part-timer must be engaged for a minimum of three consecutive hours per shift. In order to meet their personal circumstances, a part-timer may request, and the Company may agree to an engagement for less than the minimum of three hours.
- (c) The ordinary spread of hours of work will be 6.00 am to 5.00 pm, Monday to Friday unless otherwise agreed between the Company and the part timer. Before commencing part-time employment, the part-timer and the Company must agree in writing on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work.
- (d) The spread of hours set out in subclause (b) of this Clause may be varied, by mutual agreement in writing between the affected part timer and the Company. Agreement from the parties will not be unreasonably withheld.
- (e) A part timer will be entitled to one unpaid meal break to be taken at a time so as not to interfere with the continuity of work.
- (f) A part timer’s hourly rate of pay will be calculated on the basis of the hourly rate of pay for the classification under which they are employed in Clause 12 of this Agreement.
- (g) Where a part timer is required to work in excess of the hours agreed under subclause (c), or on a Saturday he/she will be paid at the rate of one and a half (1.5) times his/her base rate of pay for the first two hours and then two (2) times his/her base rate of pay for every hour thereafter.
- (h) Where a part timer is required to work on a Sunday he/she will be paid at two (2) times his/her base rate of pay for all hours worked.
- (i) Where a part timer is required to work on a public holiday as contained in Clause 23 of this Agreement he/she will be paid at two and a half (2.5) times his/her base rate of pay.
- (j) Part timers will be entitled to overtime and meal breaks under the same conditions as those contained in Clause 13, Monday to Friday workers.

## 18. CHANGES TO SHIFT/HOURS OF WORK

- (a) The Company has set the shift roster, which specifies the commencing and finishing time of ordinary working hours of the respective shifts in each work cycle.
- (b) The method of working shifts may be varied by agreement between the Company, and the employees concerned, to suit the circumstances of the establishment. Agreement by employees will not be unreasonably withheld. The Company will give consideration to the employees personal circumstances. In the instance where agreement cannot be reached the parties will resolve the dispute in accordance with Clause 41.

## 19. CONTRACT OF EMPLOYMENT

- (a) Probationary Period

The first three months of the employee's employment constitutes a probationary period. The Company may terminate the employee's employment during the probationary period by giving the employee one (1) weeks' notice (or payment in lieu thereof).

(b) Termination of Employment

(i) Subject to paragraph (v) the Company may terminate the employment of an employee, except an employee employed as a casual, by giving the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

(ii) The period of notice which the Company must give an employee is increased by one week if the employee is over 45 years of age and has at least two years' continuous service with the Company at the time the Company gives notice.

(iii) At the Company's discretion, the period of notice may be paid fully in lieu, or in part if some of the notice is worked out.

(iv) An employee may terminate his or her employment by giving the same period of notice as the Company, as contained in subclause (a) of this Clause. Unless, otherwise agreed with the Company, where the employee does not give the required notice period to Company the employee will forfeit moneys to the equivalent of the notice period.

(v) The Company may dismiss an employee without notice for serious misconduct justifying instant dismissal. Such serious misconduct includes, but is not limited to, refusal to follow a lawful direction, theft, fraud, assault and unauthorised possession or consumption of alcohol or illegal drugs.

(vi) The Company may terminate the employment of a casual on four (4) hour's notice.

(vii) Following a request from a terminated employee, the Company will provide a written statement of the period of employment and the type of work performed.

(viii) An employee who is engaged for part of the year as a seven day shift worker and whose employment is terminated will be paid an additional amount equal to one forty-eighth (extra week) of the ordinary pay in respect of the employee's period of employment as a seven day shift worker.

**20. REDUNDANCY**

(a) Discussions before Terminations

(i) In circumstances where the Company makes a decision that a job is no longer required, the Company will contact the Site Consultative Committee to discuss and explore all other options to avoid redundancies, or if they cannot be avoided, to reduce their impact.

(ii) After consultation, the Company will notify the employee(s) likely to be affected.

(iii) The Company will, as soon as practicable after the discussion, provide in writing to the affected employees, all relevant information about the proposed terminations, including the reasons for the proposed terminations

- (b) Selection
  - (i) The Company will, where practicable call for volunteers. Where, for operational reasons, it is not practicable to call for volunteers the Company will select employees on the basis of skills and/or experience.
  - (ii) In making its selection the Company will include, but not limit its selection criteria to, nature of work skills, other skills held and employment service.
- (c) Severance pay
  - (i) In addition to the period of notice contained in Clause 19(b) of this Agreement an employee whose employment is terminated by way of redundancy will be paid the following:
    - 1) Employees with at least 1 year of continuous service but less than 2 years of continuous service whose employment is terminated by way of redundancy will be entitled to 4 weeks' pay.
    - 2) Employees with up to 22 years of continuous service will receive three weeks pay for each year of continuous service, with payment capped at 66 weeks pay.
    - 3) For each year over 22 years of continuous service the employee will receive two weeks pay for each year of continuous service capped at 78 weeks pay.
  - (ii) Any part of a year will be calculated on a pro-rata basis.
  - (iii) A 'weeks pay' is the employee's normal weekly ordinary hours of work paid at their ordinary time rate which includes shift allowances according to roster or projected roster, leading hand allowances and first aid allowance.
  - (iv) Pro-rata long service leave will be paid where an employee whose employment has terminated by way of redundancy has five (5) or more continuous years of service with the Company.
- (d) An employee whose employment has terminated by way of redundancy may finish their employment during the notice period. In this instance, the employee will be entitled to the same benefits and payments under this Clause had the employee remained with the Company until the completion of the notice, except that the employee will not be entitled to payment in lieu of notice.
- (e) Job Seeking
  - (i) During the period of notice an employee, whose employment has terminated by way of redundancy, will be entitled to up to one day's paid leave for each week of the notice period to seek other employment.
  - (ii) If the employee has been allowed paid leave for more than one day during the notice period to seek other employment, the employee will, at the request of the Company be required to provide proof of attendance at an interview to qualify for payment. A statutory declaration will serve as adequate proof of attendance.
- (f) The Company will provide the following:
  - (i) suitable outplacement assistance to assist employees with assembling a personal resume
  - (ii) Independent financial advice service will be provided via the outplacement

provider when requested by affected employees.

- (g) Employees who accept an alternative job at another PGH Bricks & Pavers / CSR location or site, will not be eligible for a redundancy benefit in accordance with the provisions of this Clause if they decide that the job is unsuitable after working a three-month qualifying period and otherwise terminate their employment with the PGH Bricks & Pavers / CSR.
- (h) This Clause does not apply where employment is terminated by way of summary dismissal, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks.

## **21. TRANSPORT OF EMPLOYEES**

Where an employee, after having worked overtime, or worked a shift they are not regularly rostered onto, finishes work when reasonable means of transport is not available, the Company will provide the employee with transport home, or pay the current wage for the time reasonably taken to reach home.

## **22. STOPPAGE OF WORK**

- (a) Despite any other provision in this Agreement the Company is not required to pay wages to any employee for any day or shift on which that employee cannot be usefully employed because of any strike or breakdown of machinery or stoppage of work for which the Company is not responsible.

## **23. SHUTDOWN**

- (a) Where the Company intends to temporarily close (or reduce to a minimum) the operation or a section to allow annual shut down the affected employees will take annual leave to cover the period of close. The Company may give to employees one month's notice in writing of the intent to temporarily close (or reduce to a minimum).
- (b) Employees stood down in accordance with paragraph (a) of this Clause will continue to accrue annual leave and long service leave for the period that they are stood down.
- (c) An employee will take annual leave credited to the employee during the period of any close nominated by the Company where the employee has sufficient annual leave to cover the period of the close. Where an employee has insufficient annual leave entitlement for the period of a close and alternate duties cannot be found for the employee the employee will take leave without pay for the period of the close.
- (d) If a decision is made not to re-open the Plant after a close period, then the employee(s) affected may become eligible for redundancy in accordance with Clause 20 of this Agreement, except where, the continuation of the shutdown beyond the planned shutdown period is needed because of unforeseen circumstances. In this instance, the Company will consult with employees on the process for the continuation, with employees not unreasonably withholding their agreement.

## **24. PUBLIC HOLIDAYS**

- (a) Employees are entitled to the following paid public holidays:
  - (i) New Year's Day,
  - (ii) Australia Day,
  - (iii) Good Friday,

- (iv) Easter Saturday,
  - (v) Easter Monday,
  - (vi) Anzac Day,
  - (vii) King's Birthday,
  - (viii) Labour Day,
  - (ix) Christmas Day,
  - (x) Boxing Day
  - (xi) Melbourne Cup Day
  - (xii) Friday before the AFL Grand Final
  - (xiii) A day that, under or in accordance with a procedure under, a law of Victoria, is substituted for a day referred to in paragraphs (i) to (xi) above.
- (b) For workers, except shift workers, where Christmas Day and/or Boxing Day fall on a Saturday and/or Sunday, then the following Monday and/or Tuesday will be observed as holidays in their place, and where New Year's Day falls on a Saturday or Sunday the following Monday will be observed as the holiday in its place.
  - (c) Where the Victorian Government by act of Parliament or Proclamation gazettes an additional public holiday during the year that applies to the locality in which the Site is located, that public holiday will be observed as such under this Agreement.
  - (d) Where there is agreement between the majority of employees and the Company, and subject to statutory limitations, other ordinary working days may be substituted for a statutory holiday specified in subclause (a) of this Clause, provided that where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.
  - (e) Employees may be requested to work on public holidays, and they may in some circumstances be required to work on those public holidays, where the request is reasonable and their refusal to work is unreasonable.
  - (f) To avoid doubt, where an Employee is rostered to work on a public holiday, this constitutes a request to work on a public holiday and the Employee must advise as soon as practicable if they do not intend to work on the day. As rosters are issued two (2) months in advance, Employees are to advise as soon as practicable after the roster is issued, but should provide a minimum of 21 days' notice to the Employer if they are not available to work a public holiday during their roster.

## 25. ANNUAL AND LONG SERVICE LEAVE

- (a) Annual leave shall accrue, be credited and paid to employees in accordance with the National Employment Standards in the Act ("NES"), based on the full-time entitlement of 4 weeks' leave per year of service.
- (b) Long Service Leave will be afforded to all employees in accordance with the Long Service Leave Act 2018 (VIC).
- (c) Shift Workers (as defined in Clause 14 of this Agreement) are entitled to 5 weeks' annual leave per year of service in accordance with the NES.

- (d) Employees will be paid in advance or weekly for annual leave at the rate applicable to the skill level at which they are classified.
- (e) Annual leave loading of 17.5% will be paid on annual leave entitlement. Upon termination, if the employee has a period of untaken paid accrued annual leave, CSR will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (f) An employee who is engaged for part of the year as a Shift Worker (as defined in Clause 14 of this Agreement) will be entitled to have the normal period of leave increased by half a day for each four (4) weeks in the yearly period.
- (g) Employees with service before 6 August 2001 will accumulate long service leave at the rate of 13 weeks for 15 years of continuous service.
- (h) From 6 August 2001 employees with more than seven (7) years continuous service will accumulate long service leave at the rate of 1.3 weeks per year of service. Employees with less than seven (7) years continuous service will accumulate long service leave at .867 weeks per year of service.
- (i) From 6 August 2005 all employees will accrue long service leave at the rate of 1.3 weeks per year of service.
- (j) Long service leave shall be accessible following seven (7) years of continuous service.

## 26. PERSONAL LEAVE

- (a) Paid personal/carer's leave shall accrue, be credited and paid to employees in accordance with the NES, based on the full-time entitlement of 10 days' leave per year of service, as follows:
  - (i) No payment will be made for any absence for which workers' compensation is paid or payable.
  - (ii) The employee will advise the Company of the absence, its cause and likely duration, where practicable, prior to the employee's normal commencement time or within two (2) hours of the employee's normal commencement time.
  - (iii) A Medical Certificate (or Statutory Declaration if it is not reasonably practicable for the employee to obtain a medical certificate) will be required to be provided as satisfactory evidence of the illness or injury for every absence. Except that, employees can have five (5) single days of absence in any twelve month period without providing a medical certificate (or Statutory Declaration if it is not reasonably practicable for the employee to obtain a medical certificate), for each of those five (5) single days of absence. Evidence is required where an absence occurs immediately prior to or following a public holiday or is a Friday or a Monday.
  - (iv) Debit for personal leave taken will be on the basis of the length of the rostered work period the employee would have worked had the employee been at work.
  - (v) Any untaken personal leave at the end of each year's service will accumulate and be added to the employee's entitlement for the taking of genuine personal leave.
  - (vi) If an employee is sick on an RDO or whilst on annual leave the employee will be entitled to paid sick leave for that day if they provide a medical certificate from a qualified medical practitioner (or Statutory Declaration), or such other evidence as will be satisfactory to the Company.

(vii) On termination of employment for any reason except dismissal, an employee who has accrued personal leave in excess of 128 hours, will be paid out to a maximum of 50 days personal leave in excess of those 128 hours.

(viii) A statutory declaration is required for carer's leave.

## **27. JURY SERVICE**

- (a) Employees required to attend for jury service during their ordinary rostered hours, shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- (b) Employees must notify the Company as soon as possible of the date that they are required to attend for jury service. Further, employees must give the Company proof of attendance, the duration off attendance and the amount received in respect of jury service.

## **28. COMPASSIONATE LEAVE**

- (a) All employees, other than casual employees, may take two (2) days compassionate leave per occasion in accordance with the NES.
- (b) A Statutory Declaration, or other evidence satisfactory to the Company, is required for compassionate and/or bereavement leave taken.
- (c) On the death of an immediate family member (as defined in subclause (e) of this Clause), an employee will be granted an additional three days paid bereavement leave (in addition to the two days compassionate leave granted in accordance with subclause (a) of this Clause) up to and including the day of the funeral.
- (d) On the death of an immediate family member (as defined in subclause (e) of this Clause) who resides outside of Australia, an employee may be granted up to an additional two weeks leave without pay for the employee to travel outside of Australia to attend the funeral. This additional leave without pay is available where the employee has no outstanding leave available, (not including personal leave). Proof of such death and travel will be provided by the employee to the satisfaction of the Company.
- (e) For the purposes of subclauses (c) and (d) of this clause an immediate family member is defined as parent(s), child(ren), current spouse, current de-facto including a same-sex de-facto partner, legally recognised partner, sibling, grandparent(s), grandchild(ren), guardians.

## **29. PARENTAL LEAVE**

- (a) Parental leave will be provided in accordance with the NES.
- (b) Paid parental leave will be provided in accordance with CSR's parental leave policy, which may change over time and does not form part of the Agreement.
- (c) In the absence of a CSR paid parental leave policy, employees will be provided in accordance with the terms of the PGH Bricks & Pavers / CSR Family Leave Policy which provides for eight weeks paid maternity leave and one week's paid paternity leave for employees (other than casuals). This the PGH Bricks & Pavers / CSR Family Leave Policy does not form part of this Agreement.

### 30. BLOOD DONORS LEAVE

- (a) Employees (including casuals) will be allowed up to two (2) hours paid leave, to a maximum of four separate absences in each calendar year, to donate blood. Leave longer than two hours may be allowed by agreement between the Company and the employee.
- (b) An employee must arrange for the absences to be on a day suitable to the Company and be as close as possible to the end of the employee's normal working hours.
- (c) Proof of attendance at a recognised place for donating blood, and the duration of attendance will be furnished to the Company if requested.
- (d) The employee will notify the Company as soon as possible of the time and date they are requesting to be absent to donate blood.

### 31. SUPERANNUATION

- (a) Employees are entitled to superannuation in accordance with the Superannuation Guarantee Legislation.
  - (i) When a new employee joins the Company, superannuation contributions will be paid into the complying fund nominated in writing by the Employee, or if no fund is nominated by the Employee: a) into the stapled fund nominated by the ATO, or if there is no stapled fund, b) the employer will pay superannuation contributions into the Russell Investments MySuper Division fund. They are a registered Master Trust fund which does offer the MySuper product (ABN 89 384 753 567).
  - (ii) Remuneration payable under this agreement may be made up entirely of wages or, at the option of an employee, wages and a superannuation contribution to relevant employee's superannuation fund. Wages and superannuation are the two components which will make up remuneration.
  - (iii) Employees can salary sacrifice part of his or her income on request. This request needs to be in writing.
  - (iv) If an employee elects to salary sacrifice part of his or her wages, this will not affect or reduce any of his or her entitlements under this Agreement, as required by the Superannuation Guarantee Legislation.

### 32. INJURED EMPLOYEES

- (a) Where an injured employee needs to go to hospital or the doctor they will be accompanied by an attendant.
- (b) The attendant, if an employee, will not suffer any loss of earnings.
- (c) Where an ambulance is called for the injured employee, the Company will pay the full cost of the ambulance on behalf of that employee. If the employee is a member of the Victorian Ambulance Service then no payment will be made by the Company.
- (d) If an employee needs to use their private vehicle to take an injured employee to hospital and/or doctor, they will be paid a vehicle allowance in accordance with Clause 11 of this Agreement.
- (e) Any damage to an employee's own clothing whilst an employee is so engaged will be replaced, repaired and/or cleaned at the Company's expense.



**33. SAFETY FOOTWEAR AND EQUIPMENT**

- (a) Employees will wear approved safety footwear and safety equipment, as agreed suitable and necessary by the Company to ensure compliance with the Occupational Health and Safety Act 2004 (Vic) or subsequent legislation.
- (b) All types of agreed safety footwear and safety equipment will be supplied by the Company.
- (c) The first issue of safety footwear will be made when the employee starts with the Company and will be replaced by the Company each year. All other safety equipment will be supplied where necessary before commencing the particular work task.
- (d) Additional issues of safety footwear in excess of one issue per year may be made by the Company depending on the circumstances of replacement
- (e) An employee may be permitted to start work on any day without wearing safety footwear if permission is obtained from the Company on the grounds of medical evidence.

**34. PROTECTIVE CLOTHING**

- (a) Clay Grinding: An employee engaged in clay grinding will be provided with protective clothing, consisting of overalls which will be cleaned at least once per week by the Company.
- (b) Wet Places: Boots and/or water-proof clothing will be supplied to persons employed in wet or muddy conditions.

**35. WORK CLOTHING**

- (a) Employees will wear approved work clothing as agreed by the Company.
- (b) Work Clothing will be supplied by the Company free of charge and will remain the property of the Company.
- (c) Two sets of work clothing will be issued within 21 days of start of employment by the employer and will be replaced by the Company on a fair wear and tear basis.

**36. PROVISION FOR TOOLS**

The Company will provide all tools and equipment necessary to ensure the efficient operation of the work for which employees are engaged to perform.

Hand tools provided by the company as part of the individual tool kit for maintenance employees can be retained upon completing 12 months service, if and when an employee leaves the business. This does not include common tools from the Maintenance department.

This clause will not apply if terminated for misconduct.

**37. DIRTY WORK**

Employees engaged on work which the Company, or an accredited representative of the Company agrees is of an unusually dirty or offensive nature, will be allowed ten minutes off during the last ten minutes of the employees working hours to enable them to clean themselves by means of a shower or other washing facilities.

**38. ARMISTICE DAY**

Employees will observe one minutes silence at their work station at 11.00 am on Armistice Day in commemoration of the end of World War I.

**39. ACCIDENT MAKE UP PAY**

- (a) Accident make-up pay will be provided to employees in accordance with the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013.
- (b) Where an employee has no entitlement to accident make up pay under the Acts the following will apply:
  - (i) Where an employee becomes entitled to weekly compensation payments under the Acts and the employee has been assessed to having no capacity for work, the Company will pay an amount equivalent to the difference between the weekly payment made in respect to the employee during the particular week and the amount the employee would have been paid if they had performed their normal duties less any weekly compensation that the employee receives under the Acts (if any).
  - (ii) Where an employee becomes entitled to weekly compensation payments under the Acts and the employee has been assessed to have a partial capacity for work and is actually performing work for the Company, the Company will pay an amount equivalent to the difference between the weekly wage that the employee receives from the Company for work performed by the employee during the particular week and the amount the employee would have been paid if they had performed their normal duties less any weekly compensation that the employee receives under the Acts (if any).
  - (iii) The rate to be paid to the employee in accordance with either subclause (i) or (ii) of this Clause will exclude additional remuneration by way of attendance bonus payments, shift premiums, overtime payments, special rates, fares and other allowances or other similar payments
  - (iv) Where accident make up pay is payable for part of a week only, such payments shall be pro-rata to what the employee would have been paid under subclause (i) of this Clause.
  - (v) The maximum period or aggregate of periods of accident make up pay to be paid by the Company will be a total of 52 weeks from the date that the employee first suffers a partial incapacity for work on the following basis:
    - (vi) After 52 weeks the employee will revert to weekly compensation benefits pursuant to the Acts.
- (c) Accident make-up pay will not apply:
  - (i) during any period where the employee does not comply with the requirements of the Acts; or
  - (ii) where the injury for which the employee is receiving weekly compensation payments is a pre-existing injury where work has contributed to by way of a recurrence, aggravation, acceleration, exacerbation or deterioration and the employee did not disclose the injury on employment; or
  - (iii) where, in accordance with the Acts, a medical practical practitioner provides information to the Company about an employee's fitness for work or specifies work which the employee has a capacity for and that work is made available by the

Company but is not undertaken by the employee; or

- (iv) where the claim is commuted or redeemed in accordance with the Acts; or
  - (v) where the employee is on annual leave, long service leave or for any paid public holiday; or
  - (vi) where the employee suffers a recurrence, aggravation, acceleration, exacerbation or deterioration of an injury for which the employee has already received accident make up pay under this Clause or under the Acts.
  - (vii) despite any other provision of this Clause, an employee will have no entitlement to accident make up pay following the termination of the employee's employment for any reason.
- (d) To avoid doubt, the right to be paid accident make up pay will terminate on the death of an employee and no sum will be payable to the legal personal representative, next of kin, assignee or dependent of the deceased employee, with the exception of accident make up pay accrued up to the time of the death.
  - (e) Nothing in this Clause affects the right of the Company to terminate the employment of an employee.

#### **40. APPRENTICES AND TRAINEES**

- (a) The parties are committed to providing employment opportunities for apprentices and trainees. Apprentices and trainees will be paid for attending the required schooling to complete their apprenticeship or traineeship.
- (b) All apprentices shall be supervised by an appropriately qualified tradesperson.

#### **41. CONTINUOUS OPERATION**

Employees will commit to the continuous operation of the plant (e.g. staggering breaks) subject to acceptable health and safety standards and practices.

#### **42. DISPUTES PROCEDURE**

(1) If a dispute relates to:

- (a) a matter arising under the agreement; or
  - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
  - (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
  - (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
  - (5) The Fair Work Commission may deal with the dispute in 2 stages:
    - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.
- (6) While the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

#### 43. SUMMER TIME

- (a) Notwithstanding anything contained elsewhere in this Agreement where by reason of legislation summer time is prescribed as being in advance of standard time, the length of any shift
  - (i) commencing before the time prescribed pursuant to such legislation for the commencement of a summer time period; and
  - (ii) commencing on or after the time prescribed pursuant to such legislation for the termination of a summer time period;

will 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 of the shift. In each case the time of the clock is to be set to the time fixed pursuant to the legislation.
- (b) In this Clause the expressions "standard time" and "summer time" will bear the same meaning as are prescribed by the Summer Time Act 1972 (Vic), as amended or as substituted.

#### 44. AMENITIES

- (a) A change room, a dining room, facilities for washing with hot water and showering, lockers, a supply of boiling water for the making of tea and suitable facilities for the heating of food will be provided for employees.
- (b) Heating is to be provided in change rooms in accordance with the "Workplace amenities and work environment" compliance code published by WorkSafe Victoria.

#### 45. DRUG AND ALCOHOL POLICY

During the term of this agreement the company will consult via the "Site Consultative Committee" (SCC) in the implementation on the CSR Fitness for Work Policy.

#### 46. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

**SCHEDULE A: WAGE RATES**

(a) Wage Rates

Level		Current	The first full pay period on or after from 18 February 2024	The first full pay period on or after 18 February 2025	The first full pay period on or after 18 February 2026
Level 1	Base Rate	\$30.48	\$31.70	\$32.97	\$34.12
Level 2	Base Rate	\$32.57	\$33.87	\$35.23	\$36.46
Level 3	Base Rate	\$33.88	\$35.24	\$36.65	\$37.93
Level 4	Base Rate	\$35.22	\$36.63	\$38.10	\$39.43
Level M5	Base Rate	\$41.67	\$43.34	\$45.07	\$46.65
Level M6	Base Rate	\$44.17	\$45.94	\$47.78	\$49.45
Level M7	Base Rate	\$46.37	\$48.22	\$50.15	\$51.91
Level M8	Base Rate	\$48.70	\$50.65	\$52.68	\$54.52
Kiln Operators	Paid Rate	\$50.06	\$52.06	\$54.14	\$56.04

The above rates of pay are inclusive of Industry Allowance and Licence Allowance for forklifts and front end loaders.

(b) Trades Assistant

A trade assistant will be paid at 95.3% of the Level M5 rate as contained in the above table.

(c) Apprentices

Apprentices will be paid at the following rates:

Year	% of Level M5
First Year	50
Second Year	60
Third Year	75
Fourth Year	88

(d) The trades rates, being M5 to M8 in Table 1 of this Appendix, are the minimum rates of pay for trades people meeting the skill requirements for the level definitions as contained in Clause 12 of this Agreement.

(e) Where an employee on levels 1 to 4 perform maintenance work in Kiln Cars they shall receive the M5 rate for each day of such work occurs.

**SCHEDULE B: ALLOWANCES**

(a) The following allowances will be paid under the provisions contained in this Agreement.

	Current	Rate at first full pay period on or after 4%	Rate at first full pay period on or after 4%	Rate at first full pay period on or after 3.5%
Allowance	Rate	18 February 2024	18 February 2025	18 February 2026
Leading Hand (per week)				
1-10 employees	\$56.72	\$58.99	\$61.35	\$63.50
11-20 employees	\$84.76	\$88.15	\$91.68	\$94.89
More than 20 employees	\$108.44	\$112.78	\$117.29	\$121.39
Meal Allowance	\$17.09	\$20.00	\$20.80	\$21.53
Vehicle Allowance (per km)	\$1.22	\$1.27	\$1.32	\$1.37
Manganese Dioxide (per day)	\$19.08	\$19.84	\$20.64	\$21.36
First Aid Allowance (per week)	\$31.14	\$32.39	\$33.69	\$34.87

**SCHEDULE C - KILN ATTENDANTS SHIFT ARRANGEMENTS**

**Shift Roster**

	Tue	Hrs	Wed	Hrs	Thur	Hrs	Fri	Hrs	Sat	Hrs	Sun	Hrs	Mon	Hrs
Week 1	Day	12	Day	12	Night	12	Night	12	Off		Off		Off	
Week 2	Off		Day	12	Day	12	Night	12	Night	12	Off		Off	
Week 3	Off		Off		Day	12	Day	12	Night	12	Night	12	Off	
Week 4	Off		Off		Off		Day	12	Day	12	Night	12	Night	12
Week 5	Off		Off		Off		Off		Day	12	Day	12	Night	12
Week 6	Night	12	Off		Off		Off		Off		Day	12	Day	12
Week 7	Night	12	Night	12	Off		Off		Off		Off		Day	12
Week 8	Day	12	Night	12	Night	12	Off		Off		Off		Off	
Total		48		48		48		48		48		48		48

The Kiln Attendants roster can be changed and or modified as per clause 13 (b) (ii).



**SIGNATORIES**

Signed on behalf of Construction, Forestry and Maritime Employees Union

By its duly authorised officer:



(Signature of Authorised Officer)

In the presence of:



(Signature of Witness)

GRAHAME McCULLOCH

(Name of Authorised Officer)

540 ELIZABETH STREET  
MELBOURNE VIC 3000

(Address of Authorised Officer)

LITA GILLIES

(Name of Witness)

540 ELIZABETH STREET  
MELBOURNE 3000

(Address of Witness)

26/08/2024

(Date)

26/08/2024

(Date)

Signed on behalf of The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Employees, Victoria

By its duly authorised officer:



(Signature of Authorised Officer)

In the presence of:



(Signature of Witness)

Tony Piccolo, Acting State Secretary

(Name of Authorised Officer)

Samantha Sullivan

(Name of Witness)

251 Queensberry St, Carlton Sth, 3053

(Address of Authorised Officer)

251 Queensberry St, Carlton Sth, 3053

(Address of Witness)

27/8/2024

(Date)

27/8/2024

(Date)


Signed on behalf of Bricks Services Australia Pty Ltd

By its duly authorised officer:



(Signature of Authorised Officer)

In the presence of:



(Signature of Witness)

Fi Hawker

(Name of Authorised Officer)

277 Whitehall St  
Yarraville 3013

(Address of Authorised Officer)

JILLIAN READ.

(Name of Witness)

7 DALMORE DRIVE  
SCORESBY VIC 3179

(Address of Witness)

28/08/2024

(Date)

28/8/24

(Date)