



---

# Milbrae Quarries Pty Ltd Enterprise Agreement

---

**Contents**

PART A..... **3**

1 TITLE ..... 3

2 PARTIES ..... 3

3 DURATION ..... 3

4 SCOPE ..... 3

5 DEFINITIONS ..... 3

6 NATIONAL EMPLOYMENT STANDARDS ..... 4

7 RENEGOTIATION ..... 4

PART B..... **5**

8 AGREEMENT OBJECTIVES ..... 5

9 WORKPLACE CONSULTATION ..... 5

10 POSITIONS ..... 5

11 JOB ROTATION ..... 5

PART C..... **6**

12 HOURS OF WORK ..... 6

13 REMUNERATION ..... 10

14 ALLOWANCES ..... 11

PART D..... **14**

15 ANNUAL LEAVE ..... 14

16 PERSONAL LEAVE ..... 16

17 CARER’S LEAVE ..... 18

18 COMPASSIONATE LEAVE ..... 20

19 SPECIAL LEAVE ..... 20

20 PARENTAL LEAVE ..... 20

21 LONG SERVICE LEAVE ..... 20

22 LEAVE WITHOUT PAY ..... 20

PART E..... **22**

23 NOTICE OF TERMINATION ..... 22

24 REDUNDANCY ..... 23

25 ABANDONMENT OF EMPLOYMENT ..... 24

26 DRUG & ALCOHOL POLICY ..... 24

27 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE ..... 24

28 DISPUTE RESOLUTION ..... 26

29 COUNSELLING & DISCIPLINE PROCEDURE ..... 27

30 FLEXIBILITY TERM ..... 31

ANNEXURE A..... 33

ANNEXURE B..... 37

ANNEXURE C..... 38

ANNEXURE D..... 41

## PART A

### 1 TITLE

This Agreement will be known as the Milbrae Quarries Pty Ltd Enterprise Agreement.

### 2 PARTIES

The parties to this Agreement are:

- Milbrae Quarries Pty Ltd.
- Employees falling within the classifications named in this Agreement.
- Transport Workers Union of New South Wales.
- It is anticipated that the Australian Workers Union NSW Branch will give notice to the Fair Work Commission (FWC) pursuant s,183 of the Act in order that this Agreement will cover it.

### 3 DURATION

This Agreement will come into operation 7 days after the date of approval by the Fair Work Commission and will remain in place for four years.

### 4 SCOPE

- 4.1 This Agreement will operate as a stand alone Agreement to the exclusion of all other agreements and awards. It is a full and complete statement of the terms and conditions of employment of all employees covered by this Agreement. To avoid doubt, where 'protected conditions' within the meaning of the Fair Work Act 2009, as amended/replaced from time to time, are inconsistent with this Agreement, they have been excluded or modified.
- 4.2 This Agreement replaces the Milbrae Quarries Pty Ltd Enterprise Agreement 2013.
- 4.3 This Agreement is binding upon all parties to the Agreement at all workplaces conducted by the Company from time to time.

### 5 DEFINITIONS

The following definitions will apply throughout this Agreement except where an alternate definition for the same term is provided in a particular clause or section of this Agreement; in that case the alternate definition will apply.

**Act** means the *Fair Work Act 2009*, as amended/ replaced from time to time.

**Agreement** means this document, including any Schedules, Annexures and terms from any industrial instrument that has been incorporated by reference.

**Agree in Writing** refers to the process whereby the Company and an employee reach agreement and reference that agreement through either a workplace agreement, an award, or another document.

**Company** means Milbrae Quarries Pty Ltd and its successor, or its nominee or representative.

**Employee** refers to any employee whose employment is subject to this Agreement. All references to an employee also include the plural.

**Fair Work Act 2009 (FWA)** is the legislation that governs collective bargaining in Australia. It empowers the Fair Work Commission (FWC) to set standards for minimum working conditions as described in the National Employment Standards.

**National Employment Standards (NES)** are the minimum employment entitlements as specified in the Fair Work Act 2009.

**Ordinary hours of work** refers to 38 hours per week for a full time employee.

**Parental Leave** refers to maternity, paternity or adoption leave.

**Personal Leave** refers to sick leave, carer's leave and compassionate leave.

**Service** means continuous service with the Company provided that for all existing employees it is to be taken to include all service with any predecessor organisation.

## 6 THE NATIONAL EMPLOYMENT STANDARDS

The National Employment Standards (NES) is a set of minimum employment entitlements prescribed by the *Fair Work Act 2009*.

These entitlements relate to:

- requests for flexible working arrangements
- parental leave and related entitlements
- hours of work
- annual leave
- personal/carer's leave and compassionate leave
- community service leave
- long service leave
- public holidays
- notice of termination and redundancy pay
- Fair Work Information Statement

The NES apply to all national system employees and underpins this Agreement.

## 7 RENEGOTIATION

The Parties agree that within three (3) months prior to the expiration of this Agreement they will commence renegotiation of a new Agreement and will remain flexible in the way in which they approach such negotiation.



**PART B**

**8 AGREEMENT OBJECTIVES**

This Agreement is designed to:

- create a harmonious work environment based on mutual trust and understanding;
- increase efficiency and productivity through the development and effective utilisation of employee skills and continuous improvement; and
- provide high standards of workplace health and safety.

**9 WORKPLACE CONSULTATION**

The making of this Agreement reinforces the consultative ethos that encourages discussion between the relevant parties to promote matters of mutual interest that pertain to the wellbeing of the Company and its employees.

**10 POSITIONS**

10.1 The Company has three primary streams of work and these are divided into various levels. The positions within each stream are described in Schedule "A" hereto. Each employee covered by this Agreement will be classified in accordance with Schedule "A".

- For employees who primarily carry out quarry operations, their positions shall be identified in Annexure A, Stream 1;
- For employees who primarily carry out transport work, their positions shall be identified in Annexure A, Stream 2; and
- For employees who primarily carry out trade related maintenance work, their positions shall be identified in Annexure A, Stream 3.

10.2 Each new employee so engaged, and unless otherwise agreed, shall be a probationary employee for six months.

**11 JOB ROTATION**

11.1 Job rotation aims to maintain continuous employment during limited work periods and maximise flexibility and efficiency within the workplace while broadening the employee's skills and experience.

11.2 By mutual agreement an employee may be transferred to different positions within the organisation at the same classification level and training will be provided where necessary.

11.3 Job rotation will not be used to reduce an employees designated rate of pay.

**PART C**

**12 HOURS OF WORK**

12.1 General

12.1.1 The span of hours is from 5.00 am to 7.00 pm daily.

12.1.2 Regular rostered hours which are determined by operational requirements shall be up to 47 hours per week, comprising 38 ordinary hours and up to nine additional hours. No more than 10 hours are to be worked per day unless there is an alternative arrangement with the relevant employees whereby the working hours may be extended provided that:

- Safety requirements are not compromised,
- Proper employee health surveillance is maintained,
- Suitable roster arrangements are in place,
- Proper supervision is maintained, and
- An employee after completing a normal daily roster shall not have less than 10 hours break between ending work and commencing work again.

12.1.3 All hours worked in excess of an employee's ordinary hours per week will be considered additional hours. The Company may require or request an employee to work reasonable additional hours and such hours will be processed as described in the the Hour Bank and Overtime clauses.

12.1.4 By mutual agreement, and without undue hardship, the Company and an employee may vary the span of hours and the additional weekly hours and no overtime will apply as a result of this variation.

12.1.5 Starting and finishing times for the daily regular rostered hours shall be determined after consideration of operational, customer service requirements and other matters that may impact on the business and wellbeing of the employees.

12.1.6 The manner of recording and the frequency of timesheet submission shall be determined from time to time by the Company.

12.1.7 A meal break of a minimum 30 minutes duration (unpaid) is made available each day at a time determined by mutual agreement in each functional work area.

12.1.8 A paid rest break of 15 minutes is made available each day at a time determined by mutual agreement to all functional work areas.

12.1.9 Additional paid rest breaks necessary to meet legislative requirements (eg fatigue management) are made available each day at a time determined by mutual agreement.

12.2 Hour Bank

An Hour Bank facility is made available to all employees who may be impacted financially by the temporary cessation of operations for a variety of reasons including wet weather. Committing a portion of worked hours, in excess of ordinary hours, to the Hour Bank may assist in ensuring consistent wage payments thereby negating the impact of any time lost.

- 12.2.1 Should an employee work more than 38 hours in any week, such additional hours will be credited as one hour for each hour worked (or part thereof) in the Hour Bank. After an employee has accrued hours equivalent to their regular rostered hours the additional hours may be paid out.
- 12.2.2 Employees may choose to accrue overtime hours to their hour bank at a rate equivalent to their base (all in) rate.
- 12.2.3 Employees can have a maximum debit balance of 10 hours in the Hour Bank.
- 12.2.4 In the event there is insufficient work available for an employee in any week, and the employee wishes not to undertake other work available during that week, the period which the employee did not work shall be deducted from the employee's Hour Bank.
- 12.2.5 Requests for use of hour bank leave shall be applied for in the same way as annual leave.
- 12.2.6 In times of hardship an employee may seek to have their credit balance paid out and payment shall not be unreasonably withheld.
- 12.2.7 Upon severance of employment accrued credit hours in the Hour Bank shall be paid out.
- 12.2.8 Any debit of hours outstanding on an employee's last day of duty will be deducted from any unpaid salary first, and then, if necessary any other unpaid monetary entitlement.

12.3 Working out of Span of Hours

Employees may be requested to work outside the span of hours (as agreed or varied) to which a 15% loading shall be applied.

#### 12.4 Part-Time Hours

12.4.1 The Company is supportive of providing employees with greater flexibility in their working arrangements. Part-time work arrangements will be considered for employees to enable them to balance their work and personal commitments in circumstances such as the following:

- when returning from maternity or parental leave
- pre-retirement transition
- short-term requests arising from personal illness, carer's needs or study commitments

12.4.2 The Company will consider all requests in writing for part-time work, having regard, as appropriate, to some or all of the following:

- the employee's circumstances
- the nature of the role
- the cost of making part-time work available
- alternative arrangements, as discussed with the employee and other staff
- the impact on customer service
- the availability of suitable replacement staff
- the operational needs of the Company and other employees in the work area

12.4.3 The employee will be advised in writing as to whether their request for part-time hours has been approved. The employee may only revert back to full-time hours with Company approval.

12.4.4 Part-time employees shall be engaged for a minimum of 4 hours on any day.

12.4.5 A full-time employee who elects to work part time for a set period will have the right to return to full-time work at the end of that period, provided that this is specified, negotiated and approved at the outset.

12.4.6 The remuneration for part-time employees will be a pro-rata of the ordinary hours applying to the employee.

12.4.7 A part-time employee who is directed to work extra time shall be paid at the ordinary rate for those hours worked in addition to their regular part time hours up to the standard ordinary hours and consistent with clause 12.1.2 should additional hours be worked.



12.5 Casual Hours

12.5.1 Employees who work casual hours are typically engaged to perform irregular, seasonal and on-call work in order to meet peak demands, and to work without the expectation of continuous work.

12.5.2 Casual employees will be advised when they first commence work that their engagement will be classified as casual and such engagement may be terminated at any time.

12.6 Additional Hours

12.6.1 All hours worked in excess of ordinary hours for a full-time employee will be considered additional hours. The Company may require or request an employee to work reasonable additional hours.

12.6.2 In determining whether additional hours are reasonable, all relevant factors are to be taken into account. Those factors will include, where relevant:

- any risk to employee health and safety that might reasonably be expected from working the additional hours
- the employee's personal circumstances including any family responsibilities
- the operational requirements of the workplace
- the notice (if any) given by the Company of the requirement or request to work additional hours; and by the employee of their intention to refuse to work the additional hours
- whether the additional hours fall on a public holiday
- consideration of the employee's hours of work during the four weeks prior to the request to work the additional hours
- authorised leave or absence that may conflict with the additional hours

12.7 Overtime

12.7.1 Where the operational requirements make it necessary, the employee may be required to work reasonable overtime at the overtime rates and the employee shall work overtime in accordance with that requirement.

12.7.2 The Company must aim to give reasonable notice about the requirement to work overtime and be mindful of the personal responsibilities of the employee.

12.7.3 For the purpose of calculating the time to accrue or be paid, overtime shall be calculated on a daily stand alone basis.



#### 12.7.4 Overtime Rates

- Monday to Friday: An employee working above 9.4 hours on any day (Monday – Friday) will be paid at their applicable overtime rate 1 for additional hours (up to 2 hours) and their applicable overtime rate 2 for any further hours in that day.
- Saturday: An Employee working on Saturday will be paid the first 3 hours at their applicable overtime rate 1, all remaining hours worked on that Saturday will be paid at their applicable overtime rate 2.
- Sunday: An employee working on a Sunday will be paid at their applicable overtime rate 2 for all hours worked on that Sunday.
- Public Holiday: An employee working on a Public Holiday will be paid at their applicable public holiday rate for all hours worked on that Public Holiday.

### 13 REMUNERATION

#### 13.1 Position Work Value

All employees covered by this Agreement will be referenced to the Position Work Value Levels defined within Annexure A and B.

#### 13.2 Sign-on Payment

Employees who have a continuous period of service with the Company (greater than 6 months) as at the date this Agreement passes a majority employee vote of approval, will be eligible for a sign-on payment to be paid as follows:

- \$1,500.00 paid in the first full pay period following a majority vote of approval of this Agreement.
- \$1,250.00 paid in the first full pay period 1 year following the majority vote of approval of this Agreement.

#### 13.3 Salary Indexation

A 2.5% increase shall be applied in the first full pay period 2 years following the majority vote of approval of this Agreement.

#### 13.4 Pay Cycle Arrangements

Employees will be paid by electronic funds transfer into their nominated bank account and may be able to arrange Salary Sacrifice.

13.5 Position Reviews

The criteria for movement between position levels will be based on defined and measurable changes in the requirements of position responsibilities that result in different position work value.

13.6 Market Based Variations

The Company may pay a "market based variation" for particular skills that are specialised, scarce or critical to the business in a particular location.

13.7 Casual Loading

13.7.1 The rates of pay listed in Annexure A for casual employees is inclusive of the casual loading.

13.7.2 The casual loading is in lieu of annual leave, personal/carers leave, notice of termination, redundancy benefits and other attributes of full time or part time employment.

13.8 Public Holidays

Employees will be entitled to Public Holidays as gazetted in NSW without loss of pay and any requirement to work on a Public Holiday will attract the applicable public holiday rate of pay .

13.9 Picnic Day

Permanent Employees will be entitled to a Picnic Day between 1<sup>st</sup> October and 31<sup>st</sup> of December in each year of this Agreement to be taken at a time mutually agreeable between the parties.

**14 ALLOWANCES**

14.1 Higher Duties Allowance

14.1.1 An employee will be entitled to a higher duties allowance if the employee:

- (a) is temporarily assigned to a position in a Company Work Level above their substantive Work Level; or
- (b) undertakes an expanded role equivalent to performing higher duties in a higher Company Work Level; and
- (c) has performed those duties for a period of one day.

14.1.2 The circumstances in which the employee is entitled to a higher duties allowance and the amount of the allowance payable will be determined by the section manager.

14.2 Travelling Allowance

14.2.1

- (a) An employee will be entitled to be paid for travel time at the ordinary rate of pay if the employee is required to work at a place that is not their normal nominated place of work.
- (b) For employees who operate mobile equipment and travel from home to the worksite and return home daily this allowance is activated once the daily travel time to commence work exceeds 30 minutes and the daily travel time to return home at the completion of work exceeds 30 minutes.
- (c) For employees who operate mobile equipment and travel to remote worksites involving staying away from home, this allowance is activated once the travel time to the work location from home exceeds 30 minutes (at the commencement of the work roster) and the travel time from the worksite to home exceeds 30 minutes (at the conclusion of the work roster).

14.2.2 Employees will be entitled to an allowance commensurate with actual expenses reasonably incurred when required to travel and be away overnight from their normal residence. Employees shall submit receipts of expenditure to support their claim for reimbursement.

14.2.3 Employees who are required to travel and be away overnight and do not submit receipts of expenditure shall receive an allowance of \$66.00 per event.

14.3 Meal Allowance

14.3.1 If an employee is required to work past eleven hours on any given day, the employee will be paid a meal allowance.

14.3.2 The meal allowance paid will be \$15.00 for the term of the Agreement.

14.4 Quarry Elements Allowance

14.4.1 Quarry Stream employees who work between 50 and 54 hours in any given week will be paid an elements allowance of \$55.00 per week.

14.4.2 Quarry Stream employees who work above 54 hours in any given week will be paid an elements allowance of \$75.00 per week.

14.5 New Apprentice Allowance

1<sup>st</sup> Year Junior Trades Apprentices will be paid a New Apprentice Allowance of \$35.00 per week (this allowance does not apply to the 2<sup>nd</sup>, 3<sup>rd</sup> or 4<sup>th</sup> year of the apprenticeship.)

14.6 Float Operation Allowance

Transport Stream Employees performing Float Operation will be paid a Float Operation Allowance (in addition to the level 3 classification) of \$2.00 per hour of operation.

**PART D**

**15 ANNUAL LEAVE**

**15.1 Entitlement**

15.1.1 Full time employees are entitled to 4 weeks paid annual leave at 38 hours per week. The Company will facilitate accrual of 4 weeks paid annual leave based on an employee's regular rostered hours (up to 47 hours per week) as part of the annual salary value package. Employees who work part time are entitled to a pro rata equivalent.

15.1.2 Annual leave will accrue on a weekly basis.

15.1.3 Annual leave shall accrue in respect of any period of approved personal leave without pay not exceeding an aggregate of 5 working days in any leave year.

15.1.4 Annual leave shall not accrue in respect of any period of leave without pay or unauthorised absence exceeding 5 working days.

15.1.5 Annual leave shall accrue during periods of absence on Long Service Leave or when absent due to incapacity for which worker's compensation has been authorised to be paid under the NSW Worker's Compensation Act, 1987.

**15.2 Taking Annual Leave**

15.2.1 Requests for annual leave require a completed Application Form and approval is subject to:

- The operational requirements of the workplace, and
- Fair allocation of leave during prime leave periods.

15.2.2 After the first year of employment employees are required to take their annual leave entitlement each financial year unless otherwise mutually agreed with their manager.

15.2.3 Annual leave will not be granted for a period less than 1 hour.

15.2.4 Employees may be directed to take annual leave during a period of shut down or if the employee has a leave balance greater than 1/13 of the nominal hours that the employee has worked over a two year period.

15.2.5 Annual leave will only be granted, if the leave has accrued up to the day prior to the day on which the particular period of leave commences.



15.3 Payment of Leave

15.3.1 Payment in advance for accrued annual leave will only be made when requested and when the approved absence is for a period of two weeks or more.

15.3.2 Payment for annual leave is to be at the ordinary rate of pay applicable to the employee's substantive position, unless:

- An employee, who has acted for one year or more in the same higher position and who, due to extraordinary circumstances, continues to act in that position is eligible for payment of the higher duty allowance.

15.3.3 During each financial year an employee may elect to receive payment of accrued annual leave of up to 1/26 of the nominal hours worked in the previous 12 months in lieu of taking annual leave under this Agreement provided that:

- The employee has accrued at least that amount of annual leave;
- The employee retains at least 4 weeks accrued leave;
- The employee has given the Company a written request to cash out some of their accrued annual leave entitlement at the ordinary rate; and
- The Company approves the employee's request.
- The employee and Company are both satisfied that it will not have a detrimental impact on Company performance and employee health and wellbeing.
- In electing to cash out a portion of accrued annual leave, the employee will no longer be entitled to take that amount of leave.

15.3.4 By agreement with the Company, an employee may request to take leave at half pay. This will enable the employee to access additional leave to assist in balancing short term work and family obligations. In considering the request, regard must be given to the operational requirements of the Company.

15.4 Annual Leave Loading

Consideration for leave loading is incorporated into the hourly rates of pay and no additional leave loading is payable.

15.5 Cessation of Employment

15.5.1 Annual leave, for which an employee is eligible on cessation of employment, including death, shall be calculated to an exact hour of entitlement or multiple thereof. Fractions of less than an hour are to be taken to the next highest hour.

15.5.2 Annual leave so calculated shall, except for death, be paid to the employee on the date of termination of service, or next scheduled pay day as agreed.

15.6 Payment of Annual Leave After Death

The monetary value of annual leave which remains not taken is to be paid to the employee's nominated beneficiary. If no beneficiary has been nominated, the monetary value of annual leave is to be paid to the estate.

**16 PERSONAL LEAVE**

16.1 Personal Leave Entitlement

16.1.1 Full time employees are entitled to ten days paid personal leave per year at 7.6 hours per day. The Company will facilitate accrual of ten days paid personal leave based on an employee's regular rostered hours (up to 9.4 hours per day) as part of the annual salary value package. Employees who work part time are entitled to a pro rata equivalent of this entitlement.

16.1.2 Personal leave is accumulative, accrues on a weekly basis and is paid at the employee's substantive ordinary rate of pay.

16.1.3 Employees who have exhausted their personal leave provision will be considered for other paid or unpaid leave provision.

16.1.4 Paid personal leave counts as service for all purposes.

16.2 Taking of Personal Leave

16.2.1 Leave may be granted for absences caused by illness or attendance at doctors, hospitals etc, when an appointment cannot reasonably be made outside of working hours and where the illness or incapacity is not attributable to the employee's own misconduct.

16.2.2 Employees must advise their Supervisor of planned personal leave at the earliest possible opportunity to assist with resource allocation and operational efficiency.

16.2.3 When the personal leave is in excess of two consecutive days, a medical certificate or statutory declaration indicating the nature of the illness/incapacity may be requested showing the possible duration of absence.

16.2.4 Unless a medical certificate has been presented, or circumstances outside the employee's control prevent them from doing so immediately, employees requiring unplanned leave must provide the following information to their Supervisor prior to the designated starting time on each day of absence:

- the inability to attend work,
- nature of the illness which may require confidentiality, and
- the possible duration of the absence.

16.3 Personal Leave as a Charge Against Other Leave

16.3.1 An employee who has exhausted available personal leave and is unable to resume duty because of illness or incapacity may apply in writing to access another form of available leave.

16.3.2 Personal leave without pay may be granted, provided that the absence is supported by a medical certificate.

16.4 Workers Compensation in relation to Sick Leave

16.4.1 An employee may be eligible to claim personal leave on full pay or without pay pending the determination of an employee's claim under the NSW Workers' Compensation Act 1987.

16.4.2 If liability for the claim is accepted, then an equivalent period of any personal leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.

16.4.3 After the completion of 13 weeks referred to in Section 36 of the NSW Workers' Compensation Act 1987, an employee may use any accrued personal leave to make up any shortfall in their ordinary rate of pay.

16.4.4 Any requirements under the NSW Workers Compensation Act 1987 to provide medical advice and undertake suitable duties must be complied with by the employee. Non compliance with the Act without good reason may result in the Company rejecting any claim to personal leave.

16.4.5 No further personal leave shall be granted on full pay if there is commutation of weekly payments of compensation by the payment of a lump sum pursuant to Section 51 of the NSW Workers' Compensation Act 1987 as amended.

16.5 Sickness while on Annual or Long Service Leave

16.5.1 Annual or long service leave may be re-credited for the period of illness/injury as stated by a medical certificate for any period while on annual leave or for one week or more while on long service leave. In such cases sick leave will be debited accordingly.

16.5.2 No such re-credit shall be granted to an employee on leave prior to resignation or termination of service.

**16.6 Management of Excessive Personal Leave**

16.6.1 The management of excessive personal leave is the responsibility of the Company and is based on ensuring the health and well being of all employees and the efficient and effective operation of the Company.

16.6.2 An employee with 5 personal leave absences during any sequential twelve month period unsupported by medical certificates or statutory declarations will be interviewed in a counselling environment to discuss reasons for personal leave. Following interview and an examination of personal leave absences, within the context of the employee's overall attendance patterns and work performance, it may be decided to take no further action.

16.6.3 If however there is reason to continue to monitor personal leave absences, then a review period will be specified for improvement and the employee advised of the consequences of continued unsupported personal leave absences.

16.6.4 If no improvement occurs within this period then medical certificates will be required for each future personal leave absence for a period determined by the Supervisor.

**17 CARER'S LEAVE**

**17.1 Use of Carer's Leave**

17.1.1 Full time employees with responsibilities in relation to a class of person set out in 17.1.3 (b) who needs their care and support shall be entitled to use, in accordance with this subclause, any paid personal leave entitlement. All employees (including casuals) are also entitled to 2 days unpaid carer's leave for each occasion they need it.

17.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and if possible the likely period of absence.



17.1.3 The entitlement to use personal leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care and support of the person concerned, and
- (b) the person concerned being:
  - a spouse of the employee; or
  - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - a relative of the employee who is a member of the same household, where for the purpose of this paragraph;
  - 'relative' means a person related by blood, marriage, or affinity\*;
  - 'household' means a family group living in the same domestic dwelling.

\**affinity* means a relationship that one spouse, because of marriage has to blood relatives of the other.

17.1.4 An employee shall, wherever practicable, give the Company notice prior to the absence or the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of the absence, the employee shall notify the Company by telephone of such absence at the first opportunity on the day of the absence.

## 17.2 Unpaid Leave for Family Purpose

The employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in 17.1.3 (b) who is ill or injured.

## 17.3 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute shall be processed in accordance with the dispute settlement provisions of this Agreement.



**18 COMPASSIONATE LEAVE**

18.1 Full time employees are entitled to compassionate leave when a member of the employee's immediate family or household:

- contracts or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

18.2 A full time employee's entitlement is up to 2 days paid leave per occasion.

18.3 A part-time employee's entitlement is up to 2 days paid leave per occasion however the leave is only available where a part-time employee's requirement for leave coincides with a normal work period.

**19 SPECIAL LEAVE**

Special leave may include but not be limited to the following events:

(a) Jury Duty – When an employee is summoned for Jury Duty upon presentation of a notice of court service and proof of attendance the employee shall be reimbursed the difference between any court service fees paid (substantiation required) and their normal ordinary time earnings if a diminution of hourly earnings occur.

(b) Community Service Leave – As per the National Employment Standards

**20 PARENTAL LEAVE**

Parental Leave is provided for in the National Employment Standards.

**21 LONG SERVICE LEAVE**

Long service leave will be provided in accordance with the NSW Long Service Leave Act 1955.

**22 LEAVE WITHOUT PAY**

22.1 Leave without pay may be granted to an employee showing good and sufficient personal reason for the leave, provided that the employee intends to resume duty on the expiration of the leave.

22.2 Leave without pay may be granted to allow the employee to engage in other employment.

22.3 The Company retains the right to abolish any position or to terminate the employee's services should the circumstances so require, during the period of leave.

- 22.4 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 22.5 Leave without pay granted, which, when aggregated, does not exceed 5 working days in a period of 12 months, shall count as service for accrual of annual leave.

**PART E**

**23 NOTICE OF TERMINATION**

Termination is provided for in the National Employment Standards.  
On termination of employment (for reasons excluding redundancy) the periods of notice or payment in lieu of notice shall be:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks
More than 5 years	4 weeks

**Additional Period of Notice**

The period of notice or payment in lieu of notice shall increase by one (1) week if the employee:

- (i) Is over 45 years old; and
- (ii) Has completed at least two years of continuous service with the Company.

**24 REDUNDANCY**

**24.1 General**

Redundancy occurs when the job the employee has been doing is now not required to be undertaken, and where this situation is not due to the ordinary and customary turnover of labour. This may happen because of changing operational requirements, the introduction of new technology, economic downturns, company mergers, take-overs or restructuring.

Prior to the Company providing redundancy, appropriate consultation will take place with the employee and if necessary the employee representative. In addition to the period of notice prescribed in 24.4 & 24.5, an employee whose employment is terminated by reason of redundancy will be eligible for one of the following entitlements at their ordinary rate of pay:

**24.2 Entitlement A**

Employees who are less than 45 years old:

<b>Period of Continuous Service</b>	<b>Redundancy Payment</b>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

**24.3 Entitlement B**

Employees who are 45 years or older:

<b>Period of Continuous Service</b>	<b>Redundancy Payment</b>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	9 weeks
3 years and less than 4 years	13 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	18 weeks
6 years and over	20 weeks

24.4 Periods of Notice

The periods of notice or payment in lieu of notice shall be:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to 3 years continuous service	2 weeks
Over 3 years and up to 5 years continuous service	3 weeks
Over 5 years and up to 10 years continuous service	4 weeks
Over 10 years of continuous service	5 weeks

24.5 Additional Period of Notice

The period of notice or payment in lieu of notice shall increase by one (1) week if the employee:

- (iii) Is over 45 years old; and
- (iv) Has completed at least two years of continuous service with the Company.

**25 ABANDONMENT OF EMPLOYMENT**

25.1 An employee will be deemed to have abandoned their employment if they 'walk off the job', or fail to return to work after a period of authorised leave. In such circumstances, the employer will conclude that the employee no longer intends to be bound by this Agreement.

25.2 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer is evidence that the employee has abandoned their employment.

**26 DRUG AND ALCOHOL POLICY**

The parties to this Agreement commit to adhering to the Company's drug and alcohol policy and understand that breaches of that policy will not be tolerated. The policy does not form part of this Agreement.

**27 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE**

27.1 Employer to notify

27.1.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company must notify the employees who may be affected by the proposed changes and their representatives, if any.



27.1.2 Significant effects include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

27.2 Employer to discuss change

27.2.1 The Company must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in 27.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

27.2.2 The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in 27.1.

27.2.3 For the purposes of such discussion, the Company must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. The Company is not required to disclose confidential information, the disclosure of which would be contrary to the Company's interests.

27.3 Consultation about changes to rosters or hours of work

27.3.1 Where the Company proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change

27.3.2 The Company must:

- (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (b) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
- (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and / or their representatives.

27.3.3 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

27.3.4 These provisions are to be read in conjunction with other provisions of this Agreement concerning the scheduling of work and notice requirements.

## **28 DISPUTE RESOLUTION**

28.1 In the event a dispute arises relating to a matter under this Agreement or the NES the parties, in the first instance, must attempt to resolve the matter through workplace discussions between the employee and their immediate supervisor.

28.2 If the dispute remains unresolved the supervisor should defer the matter to their operational manager, or a member of the Leadership Team. The employee who is party to the dispute may, at this time, appoint a representative.

28.3 All reasonable steps will be taken to resolve the dispute in a timely, fair, transparent and sensitive manner. However, if the dispute remains unresolved either the Company or employee may refer the matter to the Fair Work Commission.

28.4 The Fair Work Commission will attempt to resolve the dispute through mediation, conciliation, expressing an opinion or making a recommendation. If the dispute remains unresolved the Fair Work Commission may then:

- Arbitrate the dispute: and
- Make a determination that is binding on the parties.

28.5 The employee or Company may appoint another person, organisation or association to accompany and/or represent them for the purposes of 28.4.

28.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act and can therefore be subject to an appeal against the decision.

28.7 While the parties are trying to resolve the dispute as described:

28.7.1 An employee must continue to perform his/her work as he/she would normally unless he/she has a reasonable concern about an imminent risk to his/her health or safety.

28.7.2 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:

- the work is not safe, or
- applicable occupational health and safety legislation would not permit the work to be performed, or
- the work is not appropriate for the employee to perform, or
- there are other reasonable grounds for the employee to refuse to comply with the direction.

28.8 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission.

## **29 COUNSELLING AND DISCIPLINE PROCEDURE**

### **29.1 Commitment**

These procedures are designed to encourage and improve good work practices, performance and individual conduct. They also prescribe steps for giving guidance, and in appropriate cases, for taking disciplinary action. All formal stages of this procedure must be verified with a member of the Leadership Team prior to them being actioned.

### **29.2 Objectives**

29.2.1 To encourage and improve performance and individual conduct.

29.2.2 To ensure that all matters relating to employee conduct are investigated properly, considered reasonably and dealt with promptly, fairly and consistently.

29.2.3 To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.

29.2.4 To utilise appropriate methods of disciplinary action (eg counselling sessions, sanctions etc) that have the clear intention of bringing about an improvement in the work performance of an employee.

29.2.5 To ensure that, other than in cases of serious misconduct, severe disciplinary action is only taken as a last resort, following appropriate counselling and after formal warnings have been given.



29.3 Informal Procedure

- 29.3.1 The supervisor will interview the employee in an informal counselling environment with a view to discussing areas of their work that are considered unsatisfactory, such as conduct, work performance or work habit. The reasons for the unsatisfactory performance shall be explored with a view to identifying any mitigating circumstances or other reasons that have led to this situation. The employee's assistance will be sought to solve the problem and self-esteem will be maintained.
- 29.3.2 The employee will be encouraged to provide a point of view, particularly as it may assist in correcting the problem. The employee's views will be listened to with appropriate empathy.
- 29.3.3 The supervisor and employee will then aim to develop a mutually acceptable work plan with the view to achieving satisfactory performance outcomes. A further review period may form part of this plan.
- 29.3.4 Notwithstanding the above, should the performance situation not improve or the nature of an employee's indiscretion is considered serious enough, then Step 1 of the counselling and disciplinary procedure may be implemented immediately.

29.4 Formal Procedure

- 29.4.1 Step 1 – Initial Warning
- 29.4.2 The supervisor will conduct a formal counselling session and the employee will be clearly informed that this is an initial warning as part of the Company's Counselling and Disciplinary Procedures and an employee representative may be present during this session.
- 29.4.3 The counselling session will focus on unsatisfactory conduct, job performance or work habit. The employee will be told specifically what is unsatisfactory. The counselling shall focus discussion on these points and shall not be drawn into side or unrelated issues.
- 29.4.4 A plan of corrective action will be agreed which identifies specific and attainable goals required to be met by the employee, and a realistic time frame for their implementation. The employee will be made aware of the consequences of subsequent breaches.
- 29.4.5 A 'Record of Initial Warning', summarising the key points discussed during the session, will be prepared by the supervisor in consultation with the Human Resources Officer. The employee will be given a copy of the 'Record of Initial Warning'. This record shall remain active on the employee's file for a period of six months.



29.4.6 The supervisor within the time frame previously agreed will follow up the counselling session. The employee shall be commended if the problem has been corrected. If not, Step 2 of this procedure shall be applied.

29.5 Step 2 – First Written Warning

29.5.1 The first written warning will be given in the presence of appropriate personnel (Supervisor / Human Resources Officer / a member of the Leadership Team) and employee representative.

29.5.2 The supervisor will begin the session by reviewing the previous counselling session - when and why it was called, the corrective action agreed, the time frame set - and the circumstances that have led to this situation.

29.5.3 Again a specific plan of corrective action will be agreed to and a time frame set.

29.5.4 The warning is evidenced in writing by completing a 'First Written Warning Report'. All parties will be asked to sign the report although it is not compulsory for the employee or the employee representative to sign. The completed report will be given to the Human Resources Officer and a copy provided to the employee. This record shall remain active on the employee's file for a period of six months.

29.5.5 The First Written Warning will be followed up within the time frame agreed. If a satisfactory improvement has not been made as agreed in 29.5.3, Step 3 of this procedure shall be applied.

29.6 Step 3 – Second Written Warning

29.6.1 The manager in the presence of appropriate personnel (Supervisor / Human Resources Officer / a member of the Leadership Team) will discuss the situation with the employee and employee representative.

29.6.2 The manager will begin the session by reviewing the previous counselling session - when and why it was called, the corrective action agreed, the time frame set - and the circumstances that have led to this situation.

29.6.3 Again a specific plan of corrective action will be agreed and a time frame set. Failure to rectify the situation within the agreed time, or a subsequent breach of acceptable conduct or performance, may lead to dismissal. This will be clearly stated.

29.6.4 A completed 'Second Written Warning Report' will be provided to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign.

29.6.5 The completed 'Second Written Warning Report' will be given to the Human Resources Officer for filing where it will remain active for a period of six months. A copy will be given to the employee.

29.6.6 The Second Written Warning will be followed up within the time frame agreed. If a satisfactory improvement has not been made as agreed in 29.6.3, Step 4 of this procedure shall be applied.

29.7 Step-4 - Dismissal

29.7.1 The 'Second Written Warning Report' will be followed up within the time frame agreed. If satisfactory improvement has not been made the employee may be dismissed.

29.7.2 The manager in the presence of appropriate personnel (Supervisor / Human Resources Officer / a member of the Leadership Team) will discuss the situation with the employee and employee representative. The facts are to be clearly stated.

29.7.3 A completed 'Third Written Report' is handed to the employee for signature, together with that of the employee representative although it is not compulsory for the employee or the employee representative to sign.

29.7.4 The completed 'Third Written Report' is to be given to the Human Resources Officer for filing.

29.8 Instant Dismissal

29.8.1 The Company views the decision to terminate an employee's employment as a serious occurrence and will always ensure that fairness and reasonableness apply in each case.

29.8.2 Notwithstanding, the Company shall have the right to dismiss any employee without notice for conduct justifying instant dismissal including, but not limited to, gross neglect of duty, non observance of safety regulations and policies, deliberate damage to Company property, threatening or violent behaviour, fraud or theft of property, and in such cases remuneration shall be paid up to the time of dismissal only.

**30 AGREEMENT FLEXIBILITY**

- 30.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) Arrangements for when work is performed;
  - (b) Overtime rates;
  - (c) Penalty rates;
  - (d) Allowances; and
  - (e) Leave loading
- 30.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer
- 30.3 The agreement between the employer and the individual employee must:
- (a) Be confined to a variation in the application of one or more of the terms listed in clause 30.1; and
  - (b) Result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 30.4 The agreement between the employer and the individual employee must also:
- (a) Be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) State each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) Detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) Detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) State the date the agreement commences to operate.
- 30.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 30.6 Except as provided in clause 30.4 (a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

- 30.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 30.8 The agreement may be terminated:
- (a) By the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) At any time, by written agreement between the employer and the individual employee.



**ANNEXURE A**

**No employee (Full Time, Part Time or Casual) engaged prior to the date of approval will suffer any reduction in their hourly rate as a result of the Agreement coming into effect.**

**Position Work Value Levels**

**Stream 1** The classifications in this stream relate to employees who primarily carry out quarry operations. All classifications have been aligned to industry competencies.

**Quarry Employees – Rates of Pay**

**Quarry Entry Level** : An employee who:  
Is new to the industry, not yet competent in Basic Quarry Competency, performs general labouring duties, and holds a Class C Drivers Licence.  
Entry Level employees will generally be assessed in Basic Quarry Competency within the first year of employment.

**Note: Quarry Functions & Competencies can be found in Annexure C.**

**Quarry Entry Level**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$22.14	\$29.64	\$39.45	\$49.36	\$27.01	\$34.54	\$44.35	54.26

**Quarry Level 1** : An employee who:  
Performs general labouring duties, is competent in Basic Quarry Competency, is competent, or working toward competency in one other area of quarry functions, holds a Class C Drivers Licence, and holds the licence or ticket relevant to the machinery they operate.

**Quarry Level 1**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$24.38	\$32.40	\$43.13	\$53.96	\$29.74	\$37.77	\$48.51	\$59.34

**Quarry Level 2** : An employee who:  
Performs general labouring duties, performs general quarry duties, is competent in the Basic Quarry Competency, is competent in two or more quarry functions, regularly performs those functions as part of their required duties, holds a Class C Drivers Licence, and holds the licence or ticket relevant to the machinery they operate.

General quarry duties include, but are not limited to:  
Plant & equipment maintenance, sampling and testing, weighbridge operation, administrative/clerical duties

**Quarry Level 2**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$25.63	\$33.33	\$44.37	\$55.52	\$31.27	\$38.86	\$49.90	\$61.05

**Quarry Level 3** : An employee who:  
 Performs functions described in Level 2, is competent in four or more quarry functions, including the operation of crushing equipment, and regularly performs those functions as part of their required duties. Also performs additional duties, including but not limited to:  
 Providing job training to others, performing routine plant & equipment repairs, keeping accurate weighbridge records.  
 Holds a Class C Drivers Licence, and holds the licence or ticket relevant to the machinery they operate.

**Quarry Level 3**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$26.93	\$35.30	\$47.00	\$58.80	\$32.85	\$41.15	\$52.85	\$64.65

**Quarry Level 4** : An employee who:  
 Performs functions described in Level 3, oversees the performance of employees and plant at a worksite, holds a Class C Drivers Licence, and holds the licence or ticket relevant to the machinery they operate.

**Quarry Level 4**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$28.19	\$37.40	\$49.80	\$62.30	\$34.39	\$43.61	\$56.02	\$68.52

**Position Work Value Levels**

**Stream 2**

The classifications in this stream relate to employees who primarily carry out transport work. Drivers employed in this stream must hold a valid licence to operate the vehicles within the classification for which they are employed. Employment may be forfeited if the relevant licence expires, is suspended or terminated.

Drivers – Rates of Pay
<p><b>Driver Level 1</b> : An employee who:</p> <p>Is the Driver of an articulated vehicle with more than three axles and GCM greater than 22.4 tonnes.</p> <p>Is the Driver of a rigid vehicle and heavy trailer combination with more than three axles and a GCM greater than 22.4 tonnes.</p> <p>Is the Driver of a low loader with a GCM up to and including 43 tonnes.</p>

**Driver Level 1**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$26.93	\$32.74	\$43.59	\$54.53	\$32.85	\$34.91	\$45.76	\$59.96

<p><b>Driver Level 2</b> : An employee who:</p> <p>Is the Driver of a rigid vehicle and trailer or double articulated vehicle exceeding 45 tonnes GCM including B-Doubles.</p> <p>Is the Driver of a multi-axle platform trailing equipment with a carrying capacity up to and including 55 tonnes capacity.</p>
--

**Driver Level 2**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$28.20	\$33.22	\$44.23	\$55.34	\$34.40	\$35.43	\$46.43	\$60.85

<p><b>Driver Level 3</b> : An employee who:</p> <p>Is the Driver of a rigid vehicle with trailer combinations or articulated vehicle with trailer combinations exceeding 54 tonnes GCM.</p> <p>Is the Driver of a multi-axle platform trailing equipment with a carrying capacity in excess of 55 tonnes.</p>
---

**Driver Level 3**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$30.78	\$34.18	\$45.51	\$56.94	\$37.55	\$36.45	\$47.77	\$62.60

**Position Work Value Levels**

**Stream 3**

The classifications in this stream relate to employees who primarily carry out trade related maintenance work.

<b>Trades – Rates of Pay</b>
<b>Trades Assistant</b> : An employee who: Is employed to provide assistance to qualified tradespersons, has limited experience and holds a class C Drivers Licence

**Trades Assistant**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$24.45	\$30.52	\$40.63	\$50.83	\$29.83	\$38.10	\$50.73	\$63.46

<b>Trades Level 1</b> : An employee who: Is a qualified tradesperson with limited experience or is new to the plant, and holds a Class C Drivers Licence.
--

**Trades Level 1**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$29.79	\$33.25	\$44.27	\$55.39	\$36.34	\$41.51	\$55.28	\$69.15

<b>Trades Level 2</b> : An employee who: Is a qualified tradesperson with extensive plant knowledge who can work effectively anywhere on the plant, can work without supervision, can provide assistance and supervision to employees working at lower levels, and holds a Class C Drivers Licence.
--

**Trades Level 2**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$32.07	\$34.29	\$45.66	\$57.12	\$39.13	\$42.82	\$57.02	\$71.33

<b>Trades Level 3</b> : An employee who: Is a qualified tradesperson who performs the functions & duties described in level 2; can assume leadership, supervisory, and functional roles to support the Workshop Manager; and holds a Class C Drivers Licence.
--

**Trades Level 3**

Full Time Employees				Casual Employees			
All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate	All in Hourly	Overtime Rate 1	Overtime Rate 2	Public Holiday Rate
\$34.29	\$35.33	\$47.04	\$58.86	\$41.83	\$45.28	\$60.31	\$75.44



**ANNEXURE B**

**APPRENTICES AND TRAINEES**

Indentured apprentices and trainees shall be engaged under the provisions of the *Apprenticeship and Traineeship Act* (NSW) 2001. The general terms and conditions of employment of apprentices and trainees including the annual indexation of remuneration will be pursuant to this Agreement.

The remuneration rates shown in the table below are inclusive of the basic hourly rate, tool allowance and exam allowance where applicable.

**JUNIOR SCALE**

<b>Year / Stage</b>	<b>Hourly Rate</b>	<b>Overtime Rate 1</b>	<b>Overtime Rate 2</b>	<b>Public Holiday Rate</b>
First Year/Stg 1	\$14.30	\$18.38	\$24.44	\$30.60
Second Year/Stg 2	\$18.04	\$21.69	\$28.85	\$36.11
Third Year/Stg 3	\$21.96	\$24.99	\$33.26	\$41.62
Fourth Year/Stg 4	\$24.14	\$30.52	\$40.63	\$50.83

**ADULT SCALE**

<b>Year / Stage</b>	<b>Hourly Rate</b>	<b>Overtime Rate 1</b>	<b>Overtime Rate 2</b>	<b>Public Holiday Rate</b>
First Year/Stg 1	\$21.00	\$26.64	\$35.45	\$44.37
Second Year/Stg 2	\$22.45	\$28.60	\$38.06	\$47.63
Third Year/Stg 3	\$26.37	\$29.40	\$39.14	\$48.97
Fourth Year/Stg 4	\$28.95	\$30.52	\$40.63	\$50.83

## ANNEXURE C

### QUARRY FUNCTIONS AND COMPETENCIES

Competencies described in this Agreement align to the training and assessment processes recognised under the Australian Quality Training Framework in accordance with the nationally recognised training packages. This Agreement refers to the Resources and Infrastructure Industry Training Package.

#### 1. Basic Quarry Competency

An employee must be competent in the following elements:

- a) Work safely & follow OHS policies and procedures;
- b) Conduct focal risk control;
- c) Communicate in the workplace;
- d) Contribute to quality work outcomes; and
- e) Operate light vehicles.

Specialist functions include the following areas of competency:

#### 2. Crushing Plant Operations

An employee must be competent in the following elements:

- a) Conduct crushing and screening plant operations;
- b) Operate programmable logic control systems;
- c) Operate medium vehicles; and
- d) Conduct minor repairs and maintenance.

#### 3. Front End Loader Operation

An employee must be competent in the following elements:

- a) Conduct face loader operations;
- b) Conduct sales loader operations;
- c) Service and handover front end loaders;
- d) Operate medium vehicles;
- e) Stockpile, load and dispatch product; and
- f) Service quarry plant, vehicles and equipment.

#### 4. Excavator Operation

An employee must be competent in the following elements:

- a) Conduct hydraulic shovel/excavators operations;
- b) Service and handover of hydraulic shovel/excavators;
- c) Operate medium vehicles; and
- d) Service quarry plant, vehicles and equipment.

**5. Haul Truck Operation (bin truck, water truck, off road haul truck)**

An employee must be competent in the following elements:

- a) Conduct haul truck operations;
- b) Conduct bulk water truck operations;
- c) Service and handover of haul trucks;
- d) Operate medium vehicles; and
- e) Service quarry plant, vehicles and equipment.

**6. Weighbridge Operation**

An employee must be competent in the following elements:

- a) Conduct weighbridge operations; and
- b) Conduct minor repairs and maintenance.

**7. Laboratory Operation**

An employee must be competent in the following elements:

- a) Conduct Site Laboratory operations;
- b) Conduct sampling operations; and
- c) Conduct minor repairs and maintenance.

**8. Wash Plant Operation**

An employee must be competent in the following elements:

- a) Conduct sand wash plant operations;
- b) Operate programmable logic control systems;
- c) Operate medium vehicles; and
- d) Conduct minor repairs and maintenance.

**9. Drilling**

An employee must be competent in the following elements:

- a) Conduct drilling operations;
- b) Operate medium vehicles; and
- c) Conduct minor repairs and maintenance.

**10. Shotfiring**

An employee must be competent in the following elements:

- a) Conduct shotfiring operations;
- b) Conduct blast survey;
- c) Operate medium vehicles; and
- d) Conduct minor repairs and maintenance.

### **11. Quarry Development**

An employee must be competent in the following elements:

- a) Conduct dozer operations;
- b) Conduct scraper operations;
- c) Conduct grader operations;
- d) Operate medium vehicles; and
- e) Service quarry plant, vehicles and equipment.

### **12. Miscellaneous Support Equipment**

An employee must be competent in the following elements:

- a) Conduct non slewing crane operations;
- b) Conduct dogging operations;
- c) Conduct gantry crane operations; and
- d) Conduct minor repairs and maintenance.

### **13. Dredge Operation**

An employee must be competent in the following elements:

- a) Conduct dredge operations; and
- b) Service quarry plant, vehicles and equipment.

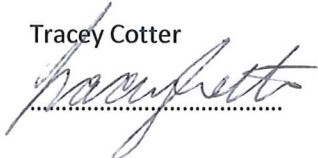


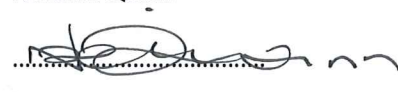
ANNEXURE D

SIGNATURES OF THE PARTIES


This enterprise agreement is made under the *Fair Work Act 2009*, between:

**Milbrae Quarries Pty Ltd**

**For the Company**  
Name in full (printed): Tracey Cotter  
Signature:   
Position/Authority to sign: Business Services Manager  
CompanyAddress: PO Box 225, LEETON NSW 2705  
Date: 16 NOVEMBER 2018

**Witnessed By:**  
Name in full (printed): Noeline Quinn  
Signature:   
Witness Address: 537 Yanco Road, LEETON NSW 2705  
Date: 16 NOVEMBER 2018

And

**Signed on behalf of employees represented by Employee Bargaining Representatives:**  
Name in full (printed): WAYNE LATCOCK  
Signature:   
Position/Authority to sign: Employee Bargaining Representative  
Address: 5 PENDOLA ST LEETON 2705  
Date: 16/11/18



## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Milbrae Quarries Pty Ltd**  
(AG2018/6407)

### MILBRAE QUARRIES PTY LTD ENTERPRISE AGREEMENT

Quarrying industry

DEPUTY PRESIDENT CROSS

SYDNEY, 11 JUNE 2019

*Application for approval of the Milbrae Quarries Pty Ltd Enterprise Agreement.*

[1] An application has been made for the approval of a single-enterprise agreement known as the *Milbrae Quarries Pty Ltd Enterprise Agreement* (the “Agreement”). The application was made by Milbrae Quarries Pty Ltd (the “Applicant”) pursuant to s.185 of the *Fair Work Act 2009* (the “Act”).

[2] The Transport Workers Union and the Australian Workers’ Union (New South Wales Branch) (the “Union Parties”) each filed Form 18’s on 28 November, 2019 and 31 January, 2019 respectively. Each Form 18 raised objections relating to the pre-approval steps and the adverse effects on relevant employees when compared to the *Quarrying Award 2010*.

[3] On 6 May, 2019, my Chambers issued correspondence to the parties requesting that attention and submissions be directed to the issues identified above, as well as to the issues of the inclusion of unlawful terms pursuant to s.203(2)(b) of the Act, and the possible non-compliance of the nominal expiry date of the Agreement.

[4] On 14 May, 2019, the Applicant provided written correspondence to my Chambers addressing the above issues. In particular, the Applicant expressed that concerns as to the flexibility term and the nominal expiry date could be remedied by way of an Undertaking. A copy of the Undertaking is marked as “**Annexure A**” to this Decision.

[5] On 17 May, 2019, the Union Parties were directed to consider the Applicant’s response of 14 May, 2019 and their proposals to resolve the concerns. The Union Parties were directed to advise my Chambers by 4:00pm on 24 May, 2019, if they continued to maintain their objections to the approval of the Agreement.

[6] To date, my Chambers has not received correspondence from either of the Union Parties. As such, I have assumed that each of the Union Parties no longer objected to the Applicant’s application for the approval of the Agreement.

[7] Each of the Union Parties gave notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the Transport Workers Union and the Australian Workers' Union (New South Wales Branch).

[8] I am satisfied that the relevant requirements of ss.186, 187, 188 and 190 of the Act concerning this Application for approval have been met.

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven (7) days after the issuing of this approval decision. The nominal expiry date of the Agreement is 18 June 2023.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE503821 PR709150>

## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/ 6407

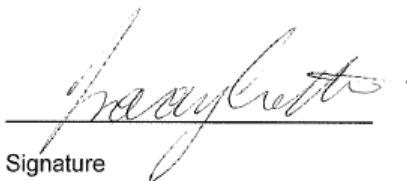
Applicant: Milbrae Quarries Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking- Section 190

I, Tracey Cotter of Milbrae Quarries Pty Ltd, give the following undertakings with respect to the Milbrae Quarries Pty Ltd Enterprise Agreement ("the Agreement"):

1. Have the authority given to me by Milbrae Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission as follows.
2. That clause 30 Flexibility Term be amended in the following manner; Sub clause 30.3 be extended to include a new paragraph 30.3 (c) "The employer must ensure that the terms of the individual flexibility arrangement are not unlawful terms under section 194 of the *Fair Work Act 2009*;
3. Sub clause 30.5 be amended to read; "where agreed to, the employer must give the employee a copy of the agreement within 14 days after it is agreed to".
4. Sub clause 30.8 be replaced by the following to now read; "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".
6. That clause 3, Nominal Expiry Date be amended in the following terms;  
"This Agreement will come into operation 7 days after the date of approval by the Fair Work Commission and will remain in place for four years from the date of approval."
7. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

15 MAY 2019.  
Date