



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Holcim Australia Pty Ltd T/A Holcim
(AG2022/3176)

HOLCIM (AUSTRALIA) PTY LTD – SOUTH AUSTRALIA STAFF ENTERPRISE AGREEMENT 2021

Cement and concrete products

COMMISSIONER WILSON

MELBOURNE, 23 AUGUST 2022

Application for approval of the Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Holcim Australia Pty Ltd T/A Holcim. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The CSR, Holcim, Wilmar & Viridian Staff Association known as Salaried Staff United being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 August 2022. The nominal expiry date of the Agreement is 23 August 2026.



COMMISSIONER

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No: AG2022/3176

Applicant: Holcim (Australia) Pty Ltd

Section 185 – Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021

Undertaking – Section 190

I, Kathryn Burke, Head of Business Partnering, have the authority given to me by Holcim (Australia) Pty Ltd (“Holcim”) to give the following undertakings with respect to the *Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021* (“the Agreement”):

1. Holcim undertakes to pay apprentices the relevant minimum rate of pay for apprentices as per the relevant Modern Award which covers the apprentice. All other terms and conditions will be applied and paid as per the Agreement.
2. Holcim undertakes to pay trainees the relevant minimum rate of pay for trainees as per the relevant Modern Award which covers the trainee. All other terms and conditions will be applied and paid as per the Agreement.
3. In relation to employees undertaking shift work under the Agreement, Holcim undertakes to:
 - (a) Conduct regular reviews of the payments made to the employee pursuant to the Agreement as compared to the relevant Award that would otherwise apply to the employee.
 - (b) Where the review identifies that the employee’s payment would have been higher under the relevant Award, Holcim will ensure that the employee receives a back-payment that eliminates any shortfall in the payments the employee received as compared to the Award. The Backpayments will be processed in the next pay cycle following completion of the review.
4. For the purposes of determining an average of 38 ordinary hours per week, employees can work up to 152 hours ordinary hours within a 28 day work cycle.
5. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who is:
 - (a) employed in an operation in which shifts are continuously rostered 24 hours a day for 7 days a week;
 - (b) is regularly rostered to work those shifts; and
 - (c) regularly works Sundays and public holidays.
6. With respect to part time employees, at the time of commencing employment, Holcim and the part-time employee will agree, in writing, on a regular pattern of work

specifying the hours which will be worked each day and the days of the week the employee will work.

7. Notwithstanding clause 9.3.1.4, all Casual Employees will be paid an overtime rate of 175% for the first two hours Monday to Saturday and 225% for all overtime hours after. All Sunday overtime will be at a rate of 225%.
8. If in accordance with clause 22.2.22, a Casual Employee who works ordinary hours of work on Saturday, the Employee must be paid at the rate of 175% for such work.
9. If in accordance with Clause 22.2.22 a Casual Employee works on Sunday, the Employee must be paid at the rate of 225% for such work.
10. *Monies Owed at Termination*
 - A. Notwithstanding subclause 11.6.1 - Notice of termination by an Employee, Holcim undertakes that nothing within this subclause will operate such as to reduce an Employee's NES entitlement on termination. Where an Employee fails to give the notice specified, Holcim may only withhold an amount equal to the minimum notice period stipulated in the NES and based on their continuous service.
 - B. Notwithstanding clause 15 – Deductions, Holcim undertakes that:
 - (a) in the event Holcim overpays an Employee, the overpayment is a debt to Holcim. By agreement, the Employee may repay the amount owing to Holcim, including by any means of a written agreement to deduct from the wages. If agreement is not reached on repayment, Holcim may initiate proceedings to recover the amount by lawful means.

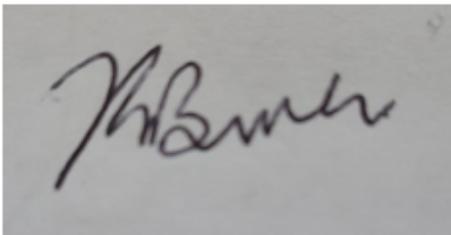
Where an Employee's employment is terminated and as at the date of termination, there is an overpayment of wages, the overpayment is a debt owing to Holcim. By agreement, the Employee may repay the amount owing to Holcim. The Employee may agree in writing that the amount owing to Holcim may be deducted from any monies or entitlements owed to the Employee. Alternatively, the Employee may choose to repay Holcim directly through other means. If agreement is not reached on repayment, Holcim may initiate proceedings to recover the amount by lawful means.
 - (b) where an Employee fails to give the notice period specified, Holcim may only withhold an amount equal to the minimum notice period stipulated in the NES and based on their continuous service.
 - (c) Holcim may deduct from an Employee's wages, after consultation, any amount it is authorised or required to deduct in relation to the replacement value of any property belonging to Holcim.
 - (d) if Holcim agrees to Employee taking annual leave which they have not accrued yet and their employment ends before they accrue the leave they have already taken, Holcim will deduct the value of the leave taken but not accrued from any monies payable to the Employee in their final payment. However, prior to making this deduction, Holcim will notify the Employee and request their authorisation. This arrangement is principally for the Employee's benefit.
11. Where an employee is not entitled to the benefits under clause 14 of the Agreement, but would otherwise be entitled to redundancy pay under s 119 of the *Fair Work Act*

- 2009 (Cth), the employee shall receive redundancy pay in accordance with s 119 of the *Fair Work Act 2009* (Cth).
12. Notwithstanding clause 22.8 of the Agreement, Holcim will apply the Saturday penalty rates applicable under the Cement, Lime and Quarrying Award 2020 and the Concrete Products Award 2020.
 13. In relation to employees undertaking Project Site Work under clause 24, Holcim will:
 - (a) Conduct regular reviews of the payments made to the employee pursuant to the Agreement as compared to the payments under the Agreement that would otherwise apply to the employee if they were not undertaking Project Site Work.
 - (b) Where the review identifies that the employee's payment would have been higher had they not been undertaking Project Site Work, Holcim will ensure that the employee receives a back-payment that eliminates any shortfall in the payments the employee received. The Backpayments will be processed in the next pay cycle following completion of the review.
 14. Notwithstanding subclause 33.2.2.5, Holcim undertakes to provide the Employee with reasonable rest time immediately where the Employee is immediately released from jury service within their ordinary hours of work. The reasonable rest time will be determined by Holcim and is to be based on factors including (but not limited to) the Employee's place of residence and the location where jury duty was undertaken.
 15. Holcim undertakes that employees who would otherwise be entitled to a rest break under clause 15.2 of the Clerks – Private Sector Award 2020 or clause 15.4 of the Cement, Lime and Quarrying Award 2020 will receive a rest break equivalent to those entitlements.
 16. Holcim undertakes that notwithstanding clause 22.7, employees who would otherwise be entitled to a working through meal break loading under clause 15.3 of the Cement, Lime and Quarrying Award 2020 or clause 15.4 of the Clerks – Private Sector Award 2020 will receive a loading in accordance with the relevant award.
 17. For Grade 2 employees otherwise covered by the Cement, Lime and Quarrying Award 2020 who would otherwise be entitled to the Cement, Lime and Quarrying Award 2020 industry all-purposes industry allowance, Holcim will pay the employee an amount equivalent to the Cement, Lime and Quarrying Award 2020 all-purposes industry allowance.
 18. Employees who would be otherwise covered by the Cement, Lime and Quarrying Award 2020, and be entitled to a benefit under 18.3(p)(i) of that Award, shall be paid at the ordinary hourly rate for all time lost in accordance with 18.3(p)(i) of the Cement, Lime and Quarrying Award 2020.
 19. A grade 1 Employee under the Agreement who would otherwise be a Grade 1 employee under the Clerks – Private Sector Award 2020 will receive a base rate as identified in the Clerks – Private Sector Award 2020.
 20. A grade 2 Employee under the Agreement who would otherwise be a Grade 2 employee under the Clerks – Private Sector Award 2020 will receive a base rate as identified in the Clerks – Private Sector Award 2020.

21. Employees who would be otherwise covered by the Premixed Concrete Award 2020, and be entitled under 20.2 of that Award to Saturday penalties, shall receive Saturday penalties in accordance with that Award.
22. For employees otherwise covered by the Professional Employees Award 2020, where an employee and Holcim agree that an activity be undertaken by the employee as a component of a structured training program, Holcim will meet all costs associated with the training.
23. Employees otherwise covered by the Road Transport and Distribution Award 2020 and who would be entitled to a benefit under clause 19 of that Award, will be provided that benefit in accordance with that Award.
24. Employees otherwise covered by the Road Transport and Distribution Award 2020 and who would be entitled to a benefit under clause 22.9 of that Award, will be provided that benefit in accordance with that Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read 'J. B. ...'.

Date: 22 August 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

HOLCIM (AUSTRALIA) PTY LTD – SOUTH AUSTRALIA - STAFF ENTERPRISE AGREEMENT 2021

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PART 1- APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement shall be referred to as the Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021 (the “**Agreement**”).

2 APPLICATION AND DURATION ETC

- 2.1 This Agreement shall be binding upon:
- 2.1.1 Holcim;
 - 2.1.2 Salaried and Casual Employees of Holcim who are employed in South Australia;
 - 2.1.3 the CSR, Holcim, Wilmar & Viridian Staff Association, known as Salaried Staff United (SSU);
- 2.2 This Agreement will come into operation on the seventh day after the Agreement is approved by the FWC and will have a nominal expiry date of four (4) years after the date that the Agreement is approved by the FWC as per section 186(5) of the Act.
- 2.3 The parties agree that negotiations for a new enterprise agreement should commence on or about six months prior to the expiry of this Agreement.
- 2.4 It is a condition of this Agreement that the parties undertake not to pursue any extra claims for the duration of this Agreement except where permitted by the terms of this Agreement.
- 2.5 This Agreement operates to the exclusion of any modern award that would otherwise apply.
- 2.6 This agreement replaces all provisions of the Holcim (Australia) Pty Ltd – South Australia – Staff Agreement 2013.
- 2.7 A copy of this Agreement will be accessible:
- 2.7.1 on the Holcim intranet; and
 - 2.7.2 at each Holcim site.
- 2.8 The provisions set out in Schedule B shall apply in accordance with their terms and have been included to ensure this Agreement meets the Better Off Overall Test as assessed for a mirror Agreement in matter [2020] FWCA 2942.
- 2.9 In the event of an inconsistency between the terms of this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit to an Employee, the NES provision will apply to the extent of the inconsistency.

3 DEFINITIONS

“**Act**” is the Fair Work Act 2009 (Cth) (as amended from time to time).

“**Afternoon Shift**” means any shift finishing after 6.00p.m. and at or before midnight.

“**Apprentice**” is an Employee engaged in a registered apprenticeship arrangement, and is paid in accordance with the applicable modern award pay rate and all other terms and conditions will be as per the Agreement.

“**Base rate**” is the minimum annual base salary payable to a Full-time or Part-time Employee and the minimum hourly rate payable to a Casual Employee excluding all allowances and overtime.

“**Casual Employee**” is an Employee who is classified in one of the Levels set out in Clause 16 of this Agreement and is someone who accepts a job offer, knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

“**Continuous shift worker**” is an Employee that works shifts that are continuously rostered 24 hours a day for 7 days a week, and the employee is regularly rostered to work these shifts (including Sundays and Public Holidays).

“**Distant Employee**” is an Employee who is engaged, selected or advised by Holcim to proceed from their usual place of residence within Australia to work in another location on an ongoing basis and the Employee does so and that work is at such a distance that the Employee cannot return to their usual place of residence each night. A Distant Employee may be directed to work at another site at any time. A Distant Employee does not include an employee working on a Fly-In Fly-Out basis.

“**Early Morning Shift**” means any shift commencing at or after 3.00am and before 5.00am.

“**Employee**” is either a Salaried Employee or a Casual Employee of Holcim classified by Holcim in one of the Job Grades set out in Clause 16 of this Agreement.

“**Fly-In Fly-Out**” means an Employee who is employed to work on a South Australian site that requires the Employee to fly to and from the South Australian site and while at the site resides in accommodation provided to the Employee at or related to the South Australian site.

“**FWC**” is the Fair Work Commission.

“**Fixed Term Employee**” is a Salaried Employee who is employed for a specific period of time, a specified task or specified project.

“**Full rate**” is the minimum annual salary payable to a Full-time or Part-time Employee and the minimum hourly rate payable to a Casual Employee including any applicable allowances.

“**Holcim**” is Holcim (Australia) Pty Ltd.

“**Immediate family member**” means:

- an Employee's spouse (including a former spouse, de facto partner or former de facto partner),
- a child (including an adopted child, step child or an ex-nuptial child), or
- a parent, step parent, grandparent, grandchild, or sibling of the Employee or the Employee's spouse or de facto partner.

“**IFA**” means Individual Flexibility Arrangement.

“**Metropolitan Area of Adelaide**” is as gazetted.

“**NES**” is the National Employment Standards as provided under the Act.

“**Night Shift**” means any shift finishing subsequent to midnight and at or before 8.00a.m.

“**Ordinary Time Earnings**” means 38 ordinary hours per week, as specified in Clause 22.1 of this Agreement.

“**Part-time Employee**” is an Employee whose contracted hours of work are less than 38 hours per week.

“**Point of Hire**” is the location from which a Distant Employee is originally employed.

“**Project Site Work**” is work undertaken by an Employee who is engaged solely to work on specific project requiring them to work principally on the project site (which will include Fly-In Fly- Out and may include a Distant Employee) but does not include an Employee merely visiting the project site in the ordinary course of the role or delivering materials to the site such as concrete.

“**Salaried Employee**” is an Employee employed on an annualised salary in one of the Job Grades set out in Clause 16 of this Agreement.

“**Trainee**” is an Employee engaged on a registered training arrangement, and paid in accordance with the applicable modern award.

“**ATO**” is Australian Tax Office

PART 2- CONSULTATION AND DISPUTE RESOLUTION

4 DISPUTE SETTLING PROCEDURE

4.1 Where a dispute relates to:

4.1.1 a matter arising under the Agreement;

4.1.2 the NES; or

4.1.3 a matter pertaining to the employment relationship,

This clause outlines the procedures to be followed to settle the dispute.

4.2 The following procedure shall be applied for the settlement of any dispute:

4.2.1 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level through discussions between the Employee and the Employee's immediate Supervisor or Manager. The Supervisor or Manager will take all reasonable steps to resolve the matter.

4.2.2 Should the dispute remain unresolved then it shall be referred to the Employee's Manager one removed for resolution.

4.2.3 Where the dispute continues to remain unresolved, the Employee may seek review from Holcim's relevant Executive Committee member or their nominated representative. The matter and all relevant circumstances relating to it will be reviewed, including all steps that have already been taken to resolve it.

4.2.4 Holcim shall provide the Employee with an update on the status of the

attempt to resolve the dispute at intervals of no less than every five working days.

4.2.5 Where the above procedures have been complied with but do not resolve the dispute, either Holcim or the Employee may refer the matter to FWC under the Act.

4.2.5.1 Where a dispute is referred to FWC it may, unless satisfied that it would not assist the resolution of the dispute, endeavour to resolve the dispute by conciliation.

4.2.5.2 In conciliation:

(i) FWC may confer with the participants and/or their representatives separately and/or together and may arrange for their participants and/or their representatives to confer among themselves at conferences at which it is not present;

(ii) Where, and to the extent that Holcim and Employee/s concerned agree, FWC may issue a recommendation.

4.2.6 Where Holcim and Employee/s concerned agree, FWC may arbitrate the matter or matters in dispute. Provided that before it may arbitrate the matter or matters in dispute Holcim, the Employee/s concerned and their representative must agree to implement or abide by the outcome of the arbitration.

4.2.7 In any arbitration FWC may (unless Holcim and the Employee/s concerned have at any time agreed otherwise), not have regard to anything said or done in the conciliation process.

4.2.8 Where the dispute is arbitrated, FWC exercises the powers contained in Division 3, Part 5.1, Chapter 5 of the Act.

4.2.9 Where FWC is empowered to make a recommendation or to arbitrate the matter, it may request information and submissions in writing in accordance with the Act and may issue a recommendation or decision based on that written material.

4.2.10 Where FWC is empowered to arbitrate the matter, the decision of FWC will bind the parties, subject to either party exercising a right of appeal against the decision to the Full Bench of FWC.

4.2.11 Holcim and the Employee/s concerned may be represented in any stage of the dispute settlement procedure.

4.3 Whilst the procedures set out in this clause are being followed, each Employee:

4.3.1 must continue to work in accordance with this Agreement and their contract/s of employment, unless that Employee has a reasonable concern about imminent risk to their health and safety; and

4.3.2 must comply with any reasonable direction given by Holcim to perform

other available work, either at the same workplace or at another workplace.

- 4.4 Any outcome reached by the parties, or recommendation, decisions or determinations arising from FWC proceedings cannot be inconsistent with the National Code of Practice for the Building and Construction Industry (the Code) and/or Australian Guidelines for the Code, or inconsistent with any other applicable State based Code of Practice for the Building and Construction Industry or any legislative provisions and must not vary the terms and conditions contained in this Agreement, or change the intent and/or benefits contained within this Agreement.

5 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

5.1 This term applies if:

- 5.1.1 Holcim has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- 5.1.2 the change is likely to have a significant effect on an Employee of the enterprise.
- 5.1.3 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

5.2 For a major change referred to in 5.1.1:

- 5.2.1 Holcim must notify the relevant Employee/s of the decision to introduce the major change; and

5.2.2 Sub-Clauses 5.3 to 5.9 apply.

5.3 The relevant Employee/s may appoint a representative for the purposes of the procedures in this term, if:

- 5.3.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- 5.3.2 the Employee or Employees advise Holcim of the identity of the representative in writing; and

Holcim must recognise the representative provided that where the representative is a registered trade union, such union has constitutional coverage of the Employee.

5.4 As soon as practicable after making its decision, Holcim must:

- 5.4.1 discuss with the relevant Employees:
- 5.4.1.1 the introduction of the change; and
- 5.4.1.2 the effect the change is likely to have on the Employees; and
- 5.4.1.3 measures Holcim is taking to avert or mitigate the adverse

effect of the change on the Employees; and

5.4.2 for the purposes of the discussion - provide, in writing, to the relevant Employee:

5.4.2.1 all relevant information about the change including the nature of the change proposed; and

5.4.2.2 information about the expected effects of the change on an Employee; and

5.4.2.3 any other matters likely to affect the Employee.

5.5 However, Holcim is not required to disclose confidential or commercially sensitive information to any relevant Employee.

5.6 Holcim must give prompt and genuine consideration to matters raised about the major change by any relevant Employee.

5.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Holcim, the requirements set out in paragraph 5.2.1 and Sub-Clauses 5.2 and 5.5 are taken not to apply.

5.7.1 In this term, a major change is likely to have a significant effect on Employees if it results in:

5.7.1.1 the termination of the employment of an Employee; or

5.7.1.2 major change to the composition, operation or size of Holcim's workforce or to the skills required of an Employee; or

5.7.1.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

5.7.1.4 the alteration of hours of work; or

5.7.1.5 the need to retrain an Employee; or

5.7.1.6 the need to relocate an Employee to another workplace; or

5.7.1.7 the restructuring of jobs.

5.7.1.8 Change to regular roster or ordinary hours of work.

5.8 For a change referred to in paragraph 5.1.3:

5.8.1 Holcim must notify the relevant Employees of the proposed change; and

5.8.2 Sub-Clauses 5.11 to 5.15 apply.

- 5.9 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 5.10 If:
- 5.10.1 a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - 5.10.2 the Employee or Employees advise the Holcim of the identity of the representative.
 - 5.10.3 Holcim will recognise the representative, provided that where the representative is a registered trade union, such union has constitutional coverage of the Employee.
- 5.11 As soon as practicable after proposing to introduce the change, Holcim must:
- 5.11.1 discuss with the relevant Employees the introduction of the change; and
 - 5.11.2 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 Holcim reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that Holcim reasonably believes are likely to affect the Employees; and
 - 5.11.3 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).
- 5.12 However, Holcim is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 5.13 Holcim must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 5.14 In this term, relevant Employees means the Employees who may be affected by a change referred to in Sub-Clause 5.1.

PART 3 - FLEXIBILITY

6 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 6.1 This Agreement is negotiated on the basis that it can be applied to all Employees fairly. However, this may not be beneficial to all Employees at all times as family, illness and/or personal impacts can change how someone may need to organise or structure their time at work.
- 6.2 This clause applies where an Employee has made a request for a change in working

arrangements under s 65 of the Act on the basis that the Employee:

- 6.2.1 is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - 6.2.2 is a carer (within the meaning of the *Carer Recognition Act 2010* (Cth));
 - 6.2.3 has a disability;
 - 6.2.4 is 55 or older;
 - 6.2.5 is experiencing violence from a member of the Employee's family; and/or
 - 6.2.6 provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 6.3 The Employee must submit their request in writing and set out details of the change sought and explanation for the change.
- 6.4 Holcim will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:
- 6.4.1 the needs of the Employee arising from their circumstances;
 - 6.4.2 the consequences for the Employee if changes in working arrangements are not made; and
 - 6.4.3 any reasonable business grounds for refusing the request.
- 6.5 Holcim will consider the request and provide a written response within 21 days which will confirm:
- 6.5.1 if the Employer cannot accommodate the Employee's request, details of the reasons for the refusal including the business ground/s for the refusal and how the ground/s apply;
 - 6.5.2 if there are any changes in working arrangements Holcim can offer to better accommodate the Employee's circumstances and will set out those changes; or
 - 6.5.3 if the request is granted.
- 6.6 If the Employee does not agree with the process or the outcome of their request they can progress any grievance by following Clause 4 (Dispute Settling Procedure) of this Agreement.

7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 Holcim and an Employee covered by this Agreement may agree to make an IFA to vary the effect of terms of the Agreement if:
- 7.1.1 the Agreement deals with one or more of the following matters:
 - 7.1.1.1 arrangements about when work is performed;

- 7.1.1.2 overtime rates;
 - 7.1.1.3 penalty rates;
 - 7.1.1.4 allowances; and
 - 7.1.1.5 annual leave loading.
- 7.1.2 the arrangement meets the genuine needs of Holcim and the Employee in relation to one or more of the matters mentioned in Sub- Clause 7.1.1;
- 7.1.3 the arrangement is genuinely agreed to by Holcim and the Employee without coercion of duress; and
- 7.1.4 result in the Employee being better off overall at the time the IFA is made, than if the IFA had not been made.
- 7.2 To initiate the making of an IFA, the Employer must give an Employee a written proposal and, if the Employer is aware that the Employee has, or reasonably should be aware, that the Employee may have limited understanding if written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the Employee understands the proposal.
- 7.3 Holcim must ensure that the terms of the IFA:
- 7.3.1 are regarding permitted matters under *section 172 of the Act*; and
 - 7.3.2 are not unlawful terms under *section 194 of the Act*; and
 - 7.3.3 would result in the Employee being better off overall than the Employee would be if no individual arrangement was made.
- 7.4 Holcim must ensure that the IFA:
- 7.4.1 is in writing; and
 - 7.4.2 includes the name of Holcim and the Employee;
 - 7.4.3 is signed by both the Employee and Holcim. If the Employee is under 18 years old, then it must be signed by the Employee's parent or guardian; and
 - 7.4.4 includes details of:
 - 7.4.4.1 the terms of the Agreement that will be varied by the arrangement; and
 - 7.4.4.2 how the arrangement will vary the effect of the terms; and
 - 7.4.4.3 how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 7.4.5 states the day on which the arrangement commences, and;

- 7.4.6 provides a termination clause and the IFA will cease to have effect at the end of the notice period.
- 7.5 Holcim must keep a copy of the IFA as a time and wages record and provide a copy to the Employee within 14 days after it is agreed to. Upon request by the relevant Employee, *Holcim must provide copies of the IFA made under this clause to the Employee Representative or other Representative.*
- 7.6 Holcim or the Employee may terminate the IFA:
 - 7.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 7.6.2 where Holcim and the Employee agree in writing at any time.

8 EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITY

- 8.1 Holcim may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties do not diminish existing skills.
- 8.2 Holcim may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment.

PART 4 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

9 EMPLOYMENT CATEGORIES

9.1 Full-time employment

Any Employee not specifically engaged as a part-time Employee or Casual Employee is for all purposes of this Agreement a Full-time Employee.

9.2 Part-time employment

- 9.2.1 A Part-time Employee is an Employee engaged to work regular days and regular hours that constitute less than 38 ordinary hours per week.
- 9.2.2 The provisions of this Agreement shall apply pro rata to a part-time Employee on the basis that the ordinary hours for a full-time Employee are 38 hours per week.
- 9.2.3 Where a part-time Employee is required to work in excess of the part-time Employee's agreed hours, the additional hours will be paid as overtime.
- 9.2.4 The minimum engagement period will be four (4) hours.
- 9.2.5 Any variation to a part-time Employees' contracted hours shall be done by agreement in writing with the Employee concerned.

9.3 Casual employment

9.3.1 A Casual Employee:

9.3.1.1 shall be paid an hourly base rate of pay calculated as a minimum on the relevant classification annual salary in accordance with Clause 16.3 plus a Casual loading of 25%;

9.3.1.2 the provisions of this Agreement with respect to holidays, annual leave and long service leave shall not apply to Casual Employees. In lieu of annual leave entitlements a payment of 1/12th of all ordinary time worked shall be paid;

9.3.1.3 shall be paid for a minimum of four (4) hours each day they are employed to work. Notwithstanding Clause 9.3.1.3 of the Agreement, with respect to casual Employees directly engaged by Holcim under the Agreement; and

9.3.1.4 who works in excess of the ordinary hours as prescribed by Clause 22 shall be paid for such hours in accordance with Clause 25. Overtime payments shall be calculated on the Casual Employee's base rate of pay excluding the Casual loading and the entitlement prescribed at Clause 9.3.1.2.

9.3.2 Casual Employees are entitled to casual conversion to full-time or part-time employment in accordance with the casual conversion clause contained in the applicable modern award which covers their employment.

9.4 Fixed term employment

9.4.1 An Employee may be employed on a fixed term, task or project basis.

9.4.2 A fixed term, task or project based Employee will be treated the same as for a Salaried Employee except that a fixed term, task or project based Employee will not be entitled to a severance payment given that the position of employment is subject to a specified task or time.

9.4.3 The term of engagement for any such fixed term, task or project Employee will be dependent upon the operational requirements of Holcim and will be agreed with the Employee at the time of engagement of the Employee.

10 PROBATIONARY PERIOD

Except for a Casual Employee, a new Employee shall be classified as a Probationary Employee for a period of up to six (6) months from the date of the commencement of their employment with Holcim. Where an Employee is engaged by Holcim with a probationary period less than six months, Holcim may extend the probationary period up to a maximum of six months.

11 TERMINATION OF EMPLOYMENT BY EITHER PARTY

11.1 This section does not apply to Casual Employees nor to Fixed term Employees whose employment comes to an end in accordance with the specified term, task or project.

- 11.2 Holcim or the Employee may terminate the employment relationship by providing the other party with one month's notice.
- 11.3 In addition to the above notice, an Employee who is over 45 years of age at the time of the giving of the notice and who has at least two years of continuous service is entitled to an additional one week's notice from Holcim.
- 11.4 Payment in lieu of the notice period may be made where the Employee is not required to work the notice period. Alternatively, employment may be terminated by Holcim electing to give part of the period of notice specified and payment in lieu of the balance.
- 11.5 The period of notice in this clause does not apply to an Employee whose employment is terminated in the case of dismissal for serious and wilful misconduct.
- 11.6 Notice of termination by an Employee
- 11.6.1 Where an Employee fails to give the notice specified in Clause 11.2, Holcim may only withhold an amount equal to the minimum notice period stipulated in the NES and based on their continuous service.
- 11.6.2 The notice of termination required to be provided by the Employee and Holcim may be waived or shortened by mutual agreement.
- 11.7 Payment on Termination
- 11.7.1 Where payment is made in lieu of an Employee working out the notice period it must equal the total of the amounts Holcim would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period.
- 11.7.2 The total payment must be calculated on the basis of the ordinary hours worked by the Employee.
- 11.8 Time off during notice period
- Where Holcim has given notice of termination to an Employee, the Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are mutually agreeable to the Employee and Holcim.

12 ABANDONMENT OF EMPLOYMENT

- 12.1 Where an Employee remains absent for three (3) of their consecutive shifts or days without the consent of Holcim or without notification to Holcim, such Employee will be taken to have abandoned their employment. Holcim will be entitled to treat the Employee's employment as having been terminated by the Employee.
- 12.2 Termination of employment by abandonment shall operate from the date of last attendance at work or the last day of absence where consent was granted, or the date of the last absence in respect of which notification was given to Holcim, whichever is the latter.

- 12.3 Holcim will make every effort to contact the Employee prior to the Employee's employment being terminated in accordance with this clause.
- 12.4 Where the employment of an Employee is terminated for reason of the Employee's abandonment at Holcim's initiative, notice of termination (or payment in lieu hereof) will be provided in accordance with Clause 11-Termination

13 STAND DOWN

- 13.1 Holcim has the right to stand down the Employee for part or all of a day in the following circumstances:
- 13.1.1 where the Employee continues to be paid as if the Employee were not stood down, in circumstances where Holcim suspects misconduct or refusal and or neglect of duty by an Employee and deems it appropriate to conduct an investigation into such conduct;
 - 13.1.2 without pay, where Holcim is unable to usefully employ an Employee in the Employee's usual classification due to any cause for which Holcim cannot reasonably be held responsible;
 - 13.1.3 without pay, where the Employee engages in industrial action.
- 13.2 An Employee is not taken to be stood down during a period when the Employee:
- 13.2.1 is taking paid or unpaid leave that is authorised by Holcim; or
 - 13.2.2 is otherwise authorised to be absent from their employment.

14 REDUNDANCY

- 14.1 Redundancy occurs where Holcim has made a definite decision that Holcim no longer wishes the job of an Employee to be done by anyone any longer and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.

- 14.2 Employee leaving during notice period

Where an Employee is given notice of termination in circumstances of redundancy and the Employee terminates their employment during the period of notice, the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with Holcim until the expiry of the notice, but will not be entitled to payment in lieu of notice.

- 14.3 Transfer of business

- 14.3.1 The redundancy provisions of Clause 14 of this Agreement are not applicable where an Employee is transferred from one Employer to another Employer in any of the following circumstances:

- 14.3.1.1 where an Employee accepts employment with the new Employer which recognises the period of continuous service which the Employee had with the previous Employer and

any prior Employer to be continuous service with the new Employer; or

14.3.1.2 where the Employee rejects an offer of reasonable alternative employment with the new Employer, which recognises the period of continuous service which the Employee had with the previous Employer and any prior Employer to be continuous service with the transmittee.

14.4 "Transfer" and "transferred" have the meaning given under the Act.

14.5 Job search entitlement

14.5.1 During the period of notice of termination given by Holcim, an Employee shall be allowed up to one day's time off without loss of pay during the period of notice for the purpose of seeking other employment.

14.5.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Holcim, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. A statutory declaration will be sufficient for the purpose of proof.

14.5.3 The provisions of Clause 14 do not apply to:

14.5.3.1 a Probationary Employee;

14.5.3.2 an Apprentice;

14.5.3.3 a Trainee;

14.5.3.4 an Employee engaged for a specific period of time or for a specified task, tasks or project; and

14.5.3.5 a Casual Employee.

14.6 Severance Payment

14.6.1 An Employee whose employment is terminated due to their position of employment being made redundant is entitled to a severance payment of three months of base rate plus 0.7 of a month of base rate per year of completed service, pro-rata to completed days of service up to a maximum of two years of base rate.

14.6.2 Severance payment made to an Employee shall not include the payment of any allowances or overtime.

14.6.3 In addition to the severance payment made in accordance with Clause 14.6.1, an Employee whose employment is terminated due to their position of employment being made redundant is entitled to the payment of all accrued Long Service Leave.

14.6.3.1 If an Employee has less than seven years continuous service Holcim will pay pro rata Long Service Leave on the following basis;

14.6.3.2 Employee under age 52 at the rate of 1.0 week per year of service; pro rata to completed days of service;

14.6.3.3 Employees aged 52 and over at the rate of 1.4 weeks per year of service; pro rata to completed days of service.

14.6.4 Relocation Expenses

14.6.4.1 Where an Employee is retrenched whilst employed at a location for five (5) years or less to which they were transferred at Holcim's request (except for a Distant Employee), Holcim will assist the Employee to return to the place of engagement (or an alternative destination if the cost is no more) if the Employee relocates within six (6) months of termination of employment.

14.6.4.2 This assistance will comprise reimbursement of:

- (i) economy air fares for the Employee, spouse and dependants;
- (ii) cost of transport, storage (for up to four months) and insurance of a reasonable quantity of household goods and effects;
- (iii) cost of reasonable accommodation incurred directly as a result of retrenchment (up to one month).

14.6.5 No less favourable employment

Where an Employee whose position of employment is made redundant and that Employee is offered a position of employment by:

14.6.5.1 Holcim; or

14.6.5.2 Holcim for a business which was transmitted by Holcim at the time of the redundancy; or

14.6.5.3 another Employer at Holcim's initiative,

and that offer is on terms and conditions no less favourable overall than the Employee's existing contract and which provides for continuity of service of the Employee, the Employee will not receive the benefit of Clause 14.6.1 or the additional Long Service Leave in Clause 14.6.3.1 should the Employee accept or decline the position offered.

14.6.6 Exclusions from obligation to pay redundancy

The entitlement to a severance payment as prescribed in Clause 14.6.1 shall not apply to an Employee whose contract of employment is:

14.6.6.1 casual;

14.6.6.2 for a specific term or project; or

14.6.6.3 where an Employee whose position is made redundant accepts an offer of an alternative position with Holcim regardless of the duties, title or terms and conditions of employment applying to the alternative position.

15 DEDUCTIONS

Holcim may deduct from any monies owing to the Employee upon termination:

15.1 any overpayment; and

15.2 if the Employee fails to work out the required notice period set out in this Agreement, an amount equal to the amount the Employee would have been paid had the Employee worked the required notice period; and

15.3 the replacement value of any property belonging to Holcim; and

15.4 the value of any leave taken in advance.

PART 5 - RATES OF PAY AND RELATED MATTERS

16 CLASSIFICATIONS

16.1 Holcim shall classify each Employee into the relevant job grade utilising the Hay Job Grading methodology as set out below:

Job Grade	Typical Jobs Graded at this Job Grade
Job Grade 1	Trainee, Receptionist/Switchboard, Office Assistant
Job Grade 2	Labourer, General Hand, Call Centre Officer
Job Grade 3	Weighbridge Operator; Quarry Operator / Worker; Site Operator (Rooty Hill); Agitator Driver; Concrete Production Officer; Humes Production Operator, Truck Driver (public road), Admin Officer - Operations (Humes), Logistics Administrators, Internal Sales/Sales Administrator
Job Grade 4	Concrete Production Supervisor; Humes Dispatch Officer, Customer Service Officer, End of Day Officer, Humes Production Leading Hand
Job Grade 5	Sales Support Team Member, Credit Controller, Tradesperson, Boilermaker, Mechanical Fitter
Job Grade 6	Quarry Supervisor; Quarry Production Supervisor (large quarry); Pit Supervisor; Driver Trainer; Concrete Plant Manager; Executive Assistants, Graduates, Humes Production Supervisor, Humes Maintenance Supervisor, Transport Supervisor, Customer Service Supervisor;
Job Grade 7	Maintenance Planner; Sales Account Manager, Supply Manager, Buyer, Category Manager, Technical Supervisor,

Job Grade 8	Concrete Area Operations Manager, Key Accounts Manager, Senior Sales and Pricing Analyst, IT Field Service Officer; Quarry Manager (small)
Job Grade 9	Sales Manager, Quarry Manager (medium), Project Manager, Senior Network Specialist; Planning & Environmental Manager
Job Grade 10	Customer Service Manager, Tax Manager, Fleet Manager, Procurement Specialist, Quarry Manager (large)

- 16.2 Subject to this clause, the minimum base rate of annual salary for an adult Salaried Employee shall be ascertained from Clause 1 of Appendix A to this Agreement.
- 16.3 The minimum base rate of pay for a Casual Employee shall be calculated as follows:
- 16.3.1 take the relevant minimum base rate for the Casual Employee's classification;
 - 16.3.2 divide the base rate by 52.167 (weeks); and
 - 16.3.3 divide the weekly amount by 38 (hours).
- 16.4 The actual base rate of salary payable to an individual Employee will be:
- 16.4.1 Determined by Holcim in accordance with Holcim's current remuneration process; and
 - 16.4.2 Reviewed as part of Holcim's annual salary review process.
 - 16.4.3 Appendix A (Minimum % increase) applies to Employees engaged in positions graded Job Grade 1 to Job Grade 5.
- 16.5 Non-Agreement Benefits
- The minimum Agreement rate of annual salary for an Employee may be offset by the provision of non-Agreement benefits, subject to the following:
- 16.5.1 Holcim and the Employee must agree on:
 - 16.5.1.1 the non-Agreement benefit(s) to be provided; and
 - 16.5.1.2 the value of the benefit(s), including any tax payable by Holcim, as a monetary offset against the minimum Agreement rate of annual salary.
 - 16.5.2 there is no obligation on either the Employee to accept non-Agreement benefits or on Holcim to provide non-Agreement benefits, unless Agreement is reached between Holcim and the Employee;
 - 16.5.3 the agreed non-Agreement benefits may include the contribution of superannuation amounts by Holcim, which are in addition to those amounts which Holcim is already legally obliged to contribute on behalf of the Employee;
 - 16.5.4 Holcim may establish a procedure for negotiating agreements with Employees in respect of the provision of non-Agreement benefits;

- 16.5.5 the nature and value of the non-Agreement benefits(s) agreed may only be varied by Agreement between the Employee and Holcim;
- 16.5.6 in the event that legislation, tax determinations, tax rulings or other policy measures of government impact on Holcim's capacity to participate in any agreement for the provision of non-Agreement benefits, Holcim is entitled to terminate the relevant Agreement by giving written notice to the Employee(s) concerned.
- 16.6 The amount of an Employee's minimum Agreement rate of annual salary after the offset is applied in accordance with Clause 16.5 is deemed to be the Employee's minimum Agreement rate of annual salary.
- 16.7 Notwithstanding Appendix A of the Agreement, Employees engaged at Job Grade 6 who would otherwise be covered by the Professional Employees Award 2020 (**Professionals Award**) at Level 1.4 will receive as their base rate the relevant Professionals Award base rate.
- 16.8 Notwithstanding Appendix A of the Agreement, Employees engaged at Job Grade 1 who would otherwise be covered by the Cement, Lime & Quarrying Award 2020 (**Cement Award**) will receive as their base rate an amount equal to the relevant Cement Award base rate + the Cement Award Industry Disability Allowance.
- 16.9 For those Employees who would otherwise be covered by the
- (i) Cement, Lime and Quarrying Award;
 - (ii) Concrete Products Award;
 - (iii) Premixed Concrete Award; and
 - (iv) Manufacturing Award;
- where required by Holcim to perform the duties of a position at a higher Job Grade level for more than a total of 2 hours, the Employee must be paid at least the minimum rate applicable to that higher level for all work done on that day. Where required by Holcim to perform the duties of a position at a higher Job Grade level for a total of 2 hours or less, must be paid at least the minimum higher rate for the actual time worked at that higher level.
- (b) For those Employees who would otherwise be covered by the Clerks Award where an Employee is required to perform any of the duties in a Job Grade level higher than their usual Job Grade level for more than one day, they must be paid at least the minimum rate for the higher Job Grade level for the time so worked.
 - (c) For those Employees who would otherwise be covered by the Road Transport Award, where an Employee is required to perform 2 or more grades of work on any one day, the Employee is to be paid at least the minimum rate for the highest Job Grade level for the whole day.

17 PAYMENT OF SALARIES

- 17.1 Salaries will be paid to an Employee's nominated financial institution by electronic funds transfer at a frequency of:
- 17.1.1 monthly; or

- 17.1.2 where Holcim and the majority of Employees at an operational site agree, fortnightly.

18 SUPERANNUATION

- 18.1 Holcim will pay Superannuation contributions into either the Employee's choice of complying Superannuation fund or Holcim's nominated default fund.
- 18.2 Should Holcim make a Superannuation contribution in accordance with this clause, it shall, to the extent of that contribution, be liable to pay wages to the Employee.
- 18.3 In the event that changes in legislation, the Income Tax Assessment Acts 1936 and 1997, ATO rules or determinations, remove or alter Holcim's capacity to maintain the salary sacrificing arrangements pursuant to this agreement, Holcim will be entitled to withdraw from these arrangements by giving notice to each affected Employee.
- 18.3.1 An Employee shall be required to join Holcim's nominated default superannuation fund immediately upon commencement of employment unless a properly completed Standard Choice of Fund form is provided on or before the commencement date.
- 18.3.2 For an existing Employee, Holcim recognises choice of fund in accordance with the relevant legislation.
- 18.4 Holcim will make such Superannuation contributions to the nominated Superannuation fund for the benefit of an Employee as will avoid Holcim being required to pay the Superannuation Guarantee charge under the relevant Superannuation legislation with respect to that Employee (the "**minimum contribution**").
- 18.5 In accordance with the percentage specified in the Superannuation Table located in Appendix A, Holcim shall make the specified percentage contribution of an Employee's Ordinary Time Earnings (OTE) when the Employee elects to direct the full "Holcim Contribution" to the Employee's nominated fund.
- 18.5.1 An Employee may elect in writing to receive an additional salary allowance that is the equivalent of the post-taxation difference between the "Holcim Contribution" and the "minimum contribution" required or a portion of this difference instead of nominating Holcim to contribute the full specified percentage Holcim contribution.
- 18.5.1.1 Where such an election applies, Holcim will contribute an amount equal to at least the percentage of the "minimum contribution" required of the Employee's OTE.
- 18.6 Where there is a legislated increase in the minimum contribution of the Superannuation Guarantee, Holcim may increase the percentages prescribed in the Superannuation Table located in Appendix A by a corresponding percentage amount.

19 VEHICLE EXPENSE REIMBURSEMENT

- 19.1 As per the table in Appendix A, a reimbursement per kilometre shall be paid to an Employee who is paid other than under a Fixed Annual Remuneration package that includes a motor vehicle component and who is requested by Holcim to use a private vehicle on Holcim business.
- 19.2 The Employee will provide Holcim with reasonable proof of the kilometres travelled in the course of their employment in order to claim the vehicle expense reimbursement. Claims for vehicle expense reimbursement must be submitted for approval and payment within one (1) month of the expense being incurred.
- 19.3 Vehicle expense reimbursement excludes travel between the Employee's home and their agreed nominated work location.

20 FIRST AID ALLOWANCE

- 20.1 As per the table in Appendix A, an Employee will be paid a first aid allowance each week where the Employee:
 - 20.1.1 has been trained to provide first aid;
 - 20.1.2 holds a current and appropriate first aid qualification (such as a certificate from St. John Ambulance or a similar body); and
 - 20.1.3 is appointed by Holcim to perform first aid duty.
- 20.2 Should Holcim no longer require the Employee for First Aid duty, the First Aid Allowance is not payable. Holcim will inform the Employee in writing of when the requirement to perform first aid duty will cease.
- 20.3 The first aid allowance will not be payable during periods of Employee absences greater than one (1) week.

21 CALL BACK ALLOWANCE

- 21.1 Clause 20.6 (Recall and Stand-by) of the Premixed Concrete Award will apply to Employees who would otherwise be covered by the Premixed Concrete Award.
- 21.2 Clause 20.4 (Recall) of the Cement Award will apply to Employees who would otherwise be covered by the Cement Award.
- 21.3 Clause 21.5 (Return to Duty) of the Clerks Award will apply to Employees who would otherwise be covered by the Clerks Award.
- 21.4 Clause 56.6 (Call Back) and Clause 32.14 (Standing By) of the Manufacturing Award will apply to Employees who would otherwise be covered by the Manufacturing Award.
- 21.5 Clauses 13.3 ((b) and (c) of the Professionals Award will apply to Employees who would otherwise be covered by the Professionals Award.
- 21.6 Clause 21.6 (Call-Back) and Clause 27.7 (Standing-By) of the Road Transport Award will apply to Employees who would otherwise be covered by the Road Transport Award.

21.7 Clause 20.5 (Call-back) of the Concrete Products Award will apply to Employees who would otherwise be covered by the Concrete Products Award.

PART 6 - HOURS OF WORK AND RELATED MATTERS

22 HOURS (Day Work)

22.1 38 Hour Week

Subject to this Agreement an Employee will work an average of 38 ordinary hours each week as directed by Holcim.

22.2 Ordinary Hours

An Employee's ordinary hours of work will be worked:

22.2.1 on any day of the week Monday to Friday inclusive; or

22.2.2 by agreement between Holcim and the Employee concerned or majority of Employees in the section of the operation concerned on any day Monday to Sunday inclusive; and

22.2.3 between the hours of 6:00am and 6:00pm; or

22.2.4 the spread of hours can be altered as agreed between Holcim and the majority of the Employees in the operation or section of the operation concerned.

22.2.5 Where there is any mutual agreement in writing reached with an Employee covered by this Agreement to change their ordinary hours under Clause 22.2.4 of the Agreement, Employees will earn no less per hour than if the relevant Award applied.

22.3 Rosters

Holcim must give an Employee a roster for working their ordinary hours at least seven (7) days in advance setting out their rostered ordinary hours start and finish times.

22.4 Change to Rosters

Despite Clause 22.3 Holcim may change a roster with less than seven days' notice:

22.4.1 by agreement with the Employee concerned; or

22.4.2 by giving the Employee no less than notice on the previous day of any such change if Holcim needs to change the roster due to unforeseen circumstances (including changes to customer orders) to keep the operation operating effectively; and

22.4.3 the Employee continues to be paid any shift penalties for the balance of the period being seven days less the period of notice the Employee received even if the Employee is transferred to day work.

22.5 Method of working the 38 hour week

The method of working the 38 hour week will be for the Employee to work 7.6 hours each day.

22.6 Changing from day work to shift work

Unless otherwise agreed, Holcim may direct an Employee to change from working day work to working shiftwork by giving the Employee one month's notice in writing and the Employee will then work their ordinary hours on the shifts the Employee has been rostered to work

22.7 Meal Break

22.7.1 An Employee shall be allowed an unpaid meal break of thirty (30) minutes at such times provided that the timing of meal breaks shall take into account Holcim Prevention of Fatigue Guidelines. Should an employee be requested by the company to work through a meal break, the employee will be paid at the ordinary rate of pay.

22.7.2 An Employee working twelve (12) hour days as part of a 12 hour arrangement shall be allowed reasonable meal breaks as agreed between Holcim and the majority of the Employees in the operations or part of the operations concerned.

22.8 Ordinary hours on Saturday

If in accordance with Clause 22.2.2, an Employee works ordinary hours of work on Saturday, the Employee must be paid at the rate of time and a half for such work.

22.9 Ordinary hours on Sunday

If in accordance with Clause 22.2.2 an Employee works on Sunday, the Employee must be paid at the rate at double time for such work.

23 HOURS (SHIFT WORK)

23.1 38 Hour week

Subject to this Agreement an Employee will work an average of 38 ordinary hours each week as directed by Holcim.

23.2 Ordinary Hours

An Employee's ordinary hours of work will be worked:

23.2.1 On any day of the week Monday to Friday inclusive; or

23.2.2 by agreement between Holcim and the majority of the Employees in the section of the operation concerned on any day of the week, Monday to Sunday inclusive.

23.3 Rosters

Holcim must give an Employee a roster for working their ordinary hours at least seven days in advance setting out their rostered ordinary hours' start and finish times.

23.4 Change to Rosters

Despite Clause 23.3 Holcim may change a roster with less than seven days' notice:

23.4.1 by agreement with the Employee concerned; or

23.4.2 by giving the Employee no less than notice on the previous day of any such change if Holcim needs to change the roster due to unforeseen circumstances (including changes to customer orders) to keep the operation operating effectively; and

23.4.3 the Employee continues to be paid any shift penalties for the balance of the period being seven days less the period of notice the Employee received even if the Employee is transferred to day work.

23.5 Method of working the 38 hour week

The method of working the 38 hour week will be for the Employee to work 7.6 hours each day.

23.6 12 Hour Shift Arrangement

By arrangement between Holcim and the majority of Employees in the operation or section of the operation concerned, ordinary hours not exceeding 12 on any day may be worked subject to:

- proper health monitoring procedures being introduced;
- suitable roster arrangements being made;
- proper supervision being provided; and
- adequate breaks being provided.

23.7 Changing from shift work to day work

Unless otherwise agreed, Holcim may direct an Employee to change from working shiftwork to working day work by giving the Employee one month's notice in writing and the Employee will then work their ordinary hours on the days the Employee has been rostered to work.

23.8 Early Morning Shift

If the Employee is rostered to work an early morning shift, the Employee must be paid an early morning shift allowance of 10% extra for such a shift. This excludes employees referred to in Appendix C of the Agreement.

- (i) Notwithstanding Clause 23.8, where an Employee who is covered by the Manufacturing and Associated Industries and Occupations Award works an

Early Morning Shift under the Agreement commencing at or after 3am and before 5am and finishing at or before 8.00 am (which would otherwise constitute a 'Night Shift' under the Manufacturing Award), the Employee will receive the relevant night shift loading as identified by the Manufacturing and Associated Industries and Occupations Award.

- (ii) Notwithstanding Clause 23.8, where an Employee who is covered by the Concrete Products Award works an Early Morning Shift under the Agreement commencing at or after 3am and before 5am and finishing at or before 8am (which would otherwise constitute a "Night Shift" under the Concrete Products Award), the Employee will receive the relevant night shift loading as identified by the Concrete Products Award.
- (iii) Notwithstanding Clause 23.8, where an Employee who is covered by the Clerks—Private Sector Award, works an Early Morning Shift under the Agreement commencing at or after 3am and before 5am and finishing at or before 7 am (which would otherwise constitute a "Night Shift" under the Clerks—Private Sector Award), the Employee will receive the relevant night shift loading as identified by the Clerks—Private Sector Award.

23.9 Afternoon Shifts

If the Employee is rostered to work an afternoon shift, the Employee must be paid an afternoon shift allowance of 17% extra for such shift.

23.10 Night Shifts

23.10.1 Subject to Clause 23.10.2 if the Employee is rostered to work a night shift, the Employee must be paid a night shift allowance of 20% extra for such shift work.

23.10.2 Where an Employee works permanent night shifts, a shift allowance of 30% extra is payable.

23.11 Shift Roster Less than Five or Six Days

A shiftworker who works on an afternoon or night shift which does not continue:

23.11.1 for at least five successive afternoons or nights in a five day operation (five day shift roster) or six successive afternoons or nights in a six day operation (six day shift roster); or

23.11.2 at least the number of ordinary hours prescribed by Clause 22.1, will be paid time and a half for each such shift for the first two hours thereof and double time for the remaining hours.

23.12 Saturday Shifts

23.12.1 If an Employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the Employee must be paid at the rate of time and a half and such extra rate will be in substitution for and not cumulative upon shift allowance.

23.12.2 Notwithstanding Clause 23.12.1, shift workers covered by the Agreement who would otherwise be covered by the Cement Award who work Saturday shifts will be paid at 150% of the minimum hourly rate for the first 2 hours and 200% of the minimum hourly rate after that. This extra rate will be in substitution for and not cumulative upon the shift penalty rates.

23.13 Sunday Shifts

If an Employee works a shift, part of which is between midnight on Saturday and midnight on Sunday, the Employee must be paid at the rate at double time and such extra rate will be in substitution for and not cumulative upon shift allowance.

23.14 Public Holiday Shifts

If an Employee works a shift, part of which is on a Public Holiday, the Employee must be paid at the rate at double time and one half and such extra rate will be in substitution for and not cumulative upon shift allowance.

23.15 Meal Break

Thirty (30) minutes unpaid meal break shall be granted in respect of each shift of 7.6 hours. An Employee working twelve (12) hour shifts shall be allowed reasonable meal breaks as agreed between Holcim and the majority of the Employees in the operations or part of the operations concerned.

23.16 Paid Break on Overtime (OT)

23.16.1 An Employee who is required to work for more than two (2) hours beyond their normal ceasing time in any day will be allowed a paid crib break of 20 minutes at ordinary rates.

23.16.2 Shift Allowances are Not Cumulative.

Shift allowances prescribed by this clause will not be payable where the time worked attracts an overtime payment in accordance with this Agreement or if Clause 23.11 applies.

24 HOURS (PROJECT SITE WORK)

24.1 Despite anything else in this Agreement, this clause applies to Project Site Work.

24.2 Holcim may:

24.2.1 Employ an Employee specifically to work on a project; or

24.2.2 By agreement with the Employee concerned, transfer an Employee to work on a project.

24.3 Hours of Work

Employees working on a project will as determined by Holcim, work their ordinary hours:

- 24.3.1 In accordance with Clause 22 or Clause 23;
- 24.3.2 On a continuous roster; or
- 24.3.3 (If required by Holcim's customer) in accordance with the principal roster otherwise worked on the project.

24.4 Rosters

Holcim must give an Employee a roster for working their ordinary hours at least seven days in advance setting out their rostered ordinary hours start and finish times.

24.5 Change to Rosters

Despite Clause 24.4 Holcim may change a roster with less than seven days' notice:

- 24.5.1 by agreement with the Employee concerned; or
- 24.5.2 by giving the Employee no less than notice on the previous day of any such change if Holcim needs to change the roster due to unforeseen circumstances (including changes to customer orders) to keep the operation operating effectively; and
- 24.5.3 the Employee continues to be paid any shift penalties for the balance of the period being seven days less the period of notice the Employee received even if the Employee is transferred to day work.

24.6 Continuous Roster Provisions

24.6.1 For the purposes of this clause a continuous roster means work carried on with consecutive shifts of Employees throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of Holcim.

24.6.2 The ordinary hours of shift workers on a continuous roster will average 38 per week inclusive of crib time and will not exceed 152 hours in 28 consecutive days.

24.6.3 Afternoon Shifts

If the Employee is rostered to work an afternoon shift, the Employee must be paid an afternoon shift allowance of 17% extra for such shift.

24.6.4 Night Shifts

24.6.4.1 Subject to Clause 24.6.4.2 if the Employee is rostered to work a night shift, the Employee must be paid a night shift allowance of 20% extra for such shift work.

24.6.4.2 Where an Employee works permanent night shifts, a shift allowance of 30% extra is payable.

24.6.5 Saturday Shifts

If an Employee works a shift, part of which is between midnight on Friday and midnight on Saturday, the Employee must be paid at the rate of time and a half and such extra rate will be in substitution for and not cumulative upon shift allowance.

24.6.6 Sunday Shifts

If an Employee works a shift, part of which is between midnight on Saturday and midnight on Sunday, the Employee must be paid at the rate at double time and such extra rate will be in substitution for and not cumulative upon shift allowance.

24.6.7 Public Holiday Shifts

If an Employee works a shift, part of which is on a Public Holiday, the Employee must be paid at the rate at double time and one half and such extra rate will be in substitution for and not cumulative upon shift allowance.

24.6.8 Meal Break

Thirty (30) minutes unpaid meal break shall be granted in respect of each shift of 7.6 hours. An Employee working twelve (12) hour shifts shall be allowed reasonable meal breaks as agreed between Holcim and the majority of the Employees in the operations or part of the operations concerned.

24.6.9 Shift Allowances Not Cumulative

Shift allowances prescribed by this clause will not be payable where the time worked attracts an overtime payment in accordance with this Agreement.

25 OVERTIME

25.1 Subject to Clause 25.2, an Employee will be entitled to be paid overtime in accordance with this clause for hours worked outside of their ordinary hours of work set out in Clauses 22, 23 and 24 of this Agreement provided that the overtime is authorised by the Employee's Manager.

25.2 Despite anything else in this Agreement, Clause 25.1 shall not apply to an Employee who has been classified at Job Grade 9 or above in accordance with Clause 16.

25.3 Payment for authorised overtime worked will be additional pay for specific hours worked or, alternatively and subject to Agreement between the Employee and Holcim, payment may take the form of:

25.3.1 equivalent ordinary time off in lieu (time for time). Any agreement between an Employee and Holcim to work authorised overtime in exchange for time off in lieu will be in the form of and subject to the requirements of the relevant TOIL provision in the modern award which covers that Employee; or

- 25.3.2 an allowance that realistically reflects the expected amount of overtime to be worked; or
- 25.3.3 an annual rate of salary set in recognition of the hours of work involved to fulfil the requirements of the role.

Payment for overtime shall be as follows:

Monday to Friday	Time and a half for the first two hours and double time thereafter calculated on the Employee's base rate of pay.
Saturdays	Time and a half for the first two hours and double time thereafter calculated on the Employee's base rate of pay.
Sundays	Double time calculated on the Employee's base rate of pay.
Where rostered on seven day continuous shift work	Double time for all time worked in excess of ordinary working hours calculated on the Employee's base rate of pay.
Clause 36 – Public Holidays	Ordinary time plus time and a half (i.e. total double time and a half) calculated on the Employee's base rate of pay.

- 25.4 An Employee, after the completion of overtime, shall be entitled to ten (10) consecutive hours off duty. If, on the instruction of Holcim, an Employee resumes work without having ten (10) consecutive hours off duty, double time shall be paid for all time worked until the Employee has a ten (10) hour break.
- 25.5 Where overtime is not continuous with ordinary working hours, an Employee shall be paid for a minimum of four (4) hours work. This clause shall not apply where it is customary for the Employee to perform a specific job outside ordinary working hours.
- 25.6 Where an Employee working overtime commences or finishes work at a time when the Employee's normal means of transport is not available or practicable Holcim shall provide or pay for transport home for the Employee.
- 25.7 Meal allowance

In accordance with Appendix A, an Employee required to work unscheduled overtime in excess of two (2) hours after the completion of their ordinary working hours shall be paid a meal allowance for the first meal and for each subsequent meal after a further four (4) hours overtime, if required to continue working after such four (4) hours.

- 25.7.1 A meal allowance is not payable where:
 - 25.7.1.1 Holcim provides the Employee with a meal;
 - 25.7.1.2 The Employee can conveniently return home for a meal;
 - 25.7.1.3 The Employee has been notified on the previous day or earlier that they will be required to work overtime.

- 25.8 Where an Employee has provided a meal or meals on the basis that they have been given notice of a requirement to work overtime and the Employee is subsequently not required to work overtime, the Employee shall be paid the prescribed meal allowance for the surplus meal or meals they have provided

26 TEMPORARY TRANSFER - EXPENSES

- 26.1 This clause shall not apply to a Distant Employee or Employees working on a Fly-In Fly-Out basis.
- 26.2 Where an Employee is directed to temporarily work at a place other than their usual place of work, all reasonable expenses necessarily incurred by the Employee as a consequence of the temporary transfer will be paid by Holcim. Where practicable, the nature of these expenses will be agreed in advance of the transfer.

27 TEMPORARY TRANSFER - TRAVEL

- 27.1 This Clause shall not apply to:

27.1.1 a Distant Employee;

27.1.2 an Employees working on a Fly-In Fly-Out basis;

27.1.3 Relief Production Supervisors and Relief Production Officers in Metropolitan Area of Adelaide who are contracted to work at multiple sites;

27.1.4 an Employee where their role requires them to travel in the ordinary course of performing their role.

- 27.2 Temporary transfer

Employees temporarily transferred from their usual place of employment to another location must be paid at ordinary time rates for all time in excess of that usually spent in travelling to their place of employment and when required to use their private vehicle must be paid an allowance as set out in Clause 18.1 for all distance travelled in excess of that usually travelled to their place of employment.

- 27.3 Rate for travelling time on Sunday and Public Holidays

Despite Clause 27.2, the rate of pay for travelling time for an Employee who has been classified at Job Grade 8 or below in accordance with Clause 16 on Saturdays, Sundays and public holidays will be time and a half.

28 TRAVEL AND ACCOMMODATION FOR DISTANT EMPLOYEES

- 28.1 This clause shall only apply to a Distant Employee.

- 28.2 Temporary change in locality

An Employee sent from their usual locality to another and required to remain away from their usual residence must be paid travelling time whilst necessarily travelling between such localities and such reasonable expenses incurred whilst so absent from their usual locality.

28.3 Rate for travelling time

The rate of pay for travelling time will be ordinary rates, except for an Employee who has been classified at Job Grade 8 or below in accordance with Clause 16 on Saturdays, Sundays and public holidays when it will be time and a half.

28.4 Maximum travel time

The maximum travelling time to be paid for will be 12 hours out of every 24 or when a sleeping berth is provided by Holcim for all night travel, eight hours out of every 24.

28.5 Meaning of reasonable expense

Reasonable expenses for the purpose of Clause 28.2 means:

28.5.1 all fares reasonably incurred; and

28.5.2 reasonable expenses incurred whilst travelling, including the amount calculated at the "Meal Allowance" rate set out in Appendix A to this Agreement for each meal taken.

28.6 Holcim will provide a Distant Employee with suitable accommodation at no charge during the Employee's rostered working period.

28.7 The type of suitable accommodation provided to the Employee will be at the discretion of Holcim.

28.8 An Employee will be required to comply with any and all accommodation and related expenses rules of Holcim and any applicable non-Holcim site rules.

28.9 Where any accommodation provided by Holcim or Holcim's client is withdrawn from an Employee as a result of that Employee's behaviour or conduct, the Employee's contract of employment shall become frustrated if the impacted Employee is not able to present at the site as rostered.

29 TRAVEL AND ACCOMMODATION FOR FLY-IN FLY-OUT EMPLOYEES

29.1 This clause shall only apply to an Employee who works on a Fly-In Fly-Out basis.

29.2 Where the Employee travels from their point of hire to their scheduled place of work (and return) in accordance with the Employee's usual roster pattern, the Employee will be provided with up to three (3) hours pay, paid at their base ordinary hourly rate to complete such travel (in each direction).

29.3 Where the Employee requires greater than three hours travelling to their scheduled place of work (and return), the remainder of the travel time shall occur outside of the Employee's rostered hours of work and shall be unpaid.

29.4 An Employee shall not be entitled to any additional payments for any travel time and periods of time where the Employee is delayed due to any travel constraints.

29.5 Where Holcim has agreed to be responsible for the Employee's transport to and from the Employee's scheduled place of work (and return) the determination of the departure and arrival times of the Employee and the selection of the airline (where applicable) shall be entirely at Holcim's discretion.

- 29.6 Where Holcim has agreed to be responsible for the Employee's transport to and from the Employee's scheduled place of work (and return), no change may be made to the Employee's point of hire without Holcim's agreement.
- 29.7 Where the Employee is granted or entitled to a period of leave within the Employee's usual roster pattern that requires the Employee to travel on days different from their usual travel days that form part of the Employee's usual roster pattern, the Employee shall be responsible for the cost of their travel to and from site and any time required for such travel shall be unpaid. To avoid any doubt, this Clause does not apply to Employees on authorised annual leave.
- 29.8 Holcim will provide a Fly-In Fly-Out Employee with suitable accommodation at no charge during the Employee's rostered working period.
- 29.9 The type of suitable accommodation provided to the Employee will be at the discretion of Holcim.
- 29.10 An Employee will be required to comply with any and all accommodation and related expenses rules of Holcim and any applicable non-Holcim site rules.
- 29.11 Where any accommodation provided by Holcim or Holcim's client is withdrawn from an Employee as a result of that Employee's behaviour or conduct, the Employee's contract of employment shall become frustrated if the impacted Employee is not able to present at the site as rostered.

PART 7- LEAVE AND PUBLIC HOLIDAYS

30 ANNUAL LEAVE

- 30.1 A full-time Employee is entitled to four weeks of paid Annual leave during each year of continuous service in accordance with the NES.
- 30.2 A part-time Employee is entitled to a pro-rata portion of the full-time entitlement to annual leave.
- 30.3 For a Distant worker, Holcim may reasonably require that the Employee takes Annual leave in accordance with the Employee's roster pattern.
- 30.4 A Casual Employee is not entitled to Annual leave.
- 30.5 Annual leave is payable at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 30.6 An Employee's entitlement to Annual leave accrues progressively during a year of service according to an Employee's ordinary hours of work and accumulates from year to year.
- 30.7 Taking Leave
- 30.7.1 The taking of Annual leave may only be deferred by agreement between Holcim and the Employee and the period of deferment shall not exceed two years from the date it accrued.

- 30.7.2 Where an Employee has an entitlement to Annual leave that exceeds four weeks, Holcim may direct the Employee to take such leave.
- 30.7.3 Unless otherwise agreed, an Employee shall not be directed to take Annual leave without having at least one (1) month's previous notice.
- 30.8 At the time of termination of employment, all unused accrued Annual leave shall be paid to the Employee.
- 30.9 Cashing out of Annual leave
 - 30.9.1 An Employee and Holcim may agree to cash out any accrued Annual leave of the Employee provided that it does not result in the Employee's remaining accrued entitlement to paid Annual leave being less than four weeks; and
 - 30.9.2 upon agreement being reached for each cashing out of a particular amount of paid Annual leave, then that agreement must be recorded by a separate agreement in writing between Holcim and the Employee; and
 - 30.9.3 the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.
- 30.10 Where an Employee is engaged for part of the year as a Shift Worker as defined in Clause 29.13 they shall be entitled to proportionate additional leave prescribed by that clause at the rate of a half day for each month the Employee is continuously engaged as such.
- 30.11 Shut Down
 - 30.11.1 Holcim may direct an Employee to take paid Annual leave during all or part of a period where Holcim shuts down the business or part of the business where the Employee works.
 - 30.11.2 Where an Employee does not have sufficient accrued Annual leave for the period of the shut down, then the Employee may be required to take leave without pay.
- 30.12 Loading on annual leave
 - 30.12.1 An Employee shall receive a loading of 25% of the Employee's base rate payable for Annual leave, subject to the limit prescribed in Appendix A in respect of the Annual leave which accrued in the twelve months to 31 December each calendar year.
 - 30.12.2 Except that a Seven Day Continuous Shift Worker, in place of the annual leave loading prescribed in Clause 29.12.1 shall be paid for their Annual leave at the average rate paid as if working, including the shift provisions prescribed in Clauses 22 and 23 - Shift work.
 - 30.12.3 The loading prescribed in this clause shall apply to proportionate Annual leave payable upon termination where the Employee has had at least one month's service and shall be calculated and paid at the time of termination. The limit in respect of the loading accruing for a full twelve months shall

apply pro rata to such proportionate leave.

- 30.12.4 The entitlement to Annual leave and Annual leave loading shall not accrue during any period when an Employee applies for and Holcim grants leave without pay.

30.13 Continuous Shift Worker for Purposes of the Act

An Employee who is:

- 30.13.1 employed in an operation in which shifts are continuously rostered 24 hours a day for 7 days a week;
- 30.13.2 is regularly rostered to work those shifts; and
- 30.13.3 regularly works Sundays and public holidays,

shall be a continuous shift worker for the purposes of section 87 (1) (b) of the Act. Notwithstanding Clause 31.13, an Employee who would be entitled, as a continuous shift worker, to 5 weeks' annual leave under the modern award covering that Employee shall receive 5 weeks' annual leave.

31 PERSONAL LEAVE

- 31.1 A full time Employee is entitled to ten (10) days of paid Personal leave for each year of continuous service in accordance with the NES.
- 31.2 A Casual Employee is not entitled to paid Personal leave.
- 31.3 Personal leave includes paid sick leave and paid carer's leave.
- 31.4 A Full-time Employee is entitled to paid Personal leave where:
- 31.4.1 the Employee is unfit for work due to suffering from an illness or injury; or
- 31.4.2 an Immediate Family Member of the Employee, or a member of the Employee's household, requires care or support because of a personal illness, or injury of the member; or an unexpected emergency affecting the member.
- 31.5 Personal leave is payable at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 31.6 An Employee's entitlement to paid personal leave accrues progressively during a year of continuous service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 31.7 Where an Employee is absent on personal leave, they shall, where practicable, prior to the commencement of their rostered start time, notify Holcim of their inability to attend for duty.
- 31.8 Where it is not practicable for the Employee to provide prior notice, the Employee must notify Holcim as soon as is reasonably practicable.

- 31.9 Notice of the Employee must include:
- 31.9.1 The nature of the illness (if known) and/or requirement to take personal leave; and
 - 31.9.2 If Carer's leave, the name of the person requiring care or support and the relationship to the Employee;
 - 31.9.3 How long the Employee expects to be away from work.
- 31.10 Documentary evidence for both paid and unpaid Personal Leave is required after five (5) single days absence in any twelve (12) month period, two (2) consecutive days absence and / or for any personal leave taken prior to or immediately after a public holiday and/or a rostered day off, in relation to a period of Sick Leave or Carer's Leave taken (or to be taken);
- 31.10.1 For Sick Leave, the Employee must provide Holcim with reasonable evidence such as a medical certificate or if not reasonably practicable for an Employee to provide a medical certificate, a statutory declaration made by the Employee confirming that they were, is or will be unable to attend work due to the Employee being unfit for work because of personal illness or injury.
 - 31.10.2 The document must specify that the Employee was unfit for work and cover the full period of the absence, or in the instance of carer's leave, the medical certificate and/or the statutory declaration made by the Employee must state the circumstances affecting the person concerned and that the Employee was required to provide care. Backdated medical certificates will not be accepted; *or*
 - 31.10.3 If the care or support is due to an unexpected emergency affecting the Immediate Family Member - a statutory declaration made by the Employee will be required.
- 31.11 An Employee will not be entitled to paid Personal Leave for any period in respect of which they are receiving workers' compensation.
- 31.12 Entitlement to unpaid Carer's leave
- 31.12.1 Subject to the evidentiary and notice requirements in Clause 31.10 an Employee (including a Casual Employee) is entitled to up to 2 days of unpaid carer's leave for each occasion where:
 - 31.12.2 a member of the Employee's immediate family requires care or support due to an illness, injury or an unexpected emergency; and
 - 31.12.3 the Employee (other than a Casual) has exhausted all paid personal leave entitlements.
- 31.13 Where an Employee does not satisfy the notification and evidence requirements of this Clause, the Employee's personal leave application will not be approved and the leave will be unauthorised and unpaid.
- 31.14 An Employee whose application for Personal leave is not approved will be subject to Holcim's disciplinary procedures for any such absence.

- 31.15 Where an abuse of personal leave provisions is suspected, Holcim will investigate the circumstances surrounding the absences, and take disciplinary action where appropriate. Holcim also reserves the right to request that satisfactory evidence, which may include medical certificates, be produced in support of all future personal leave requests. For a prolonged absence or a pattern of absences, an Employee can be required to attend an independent medical examination at Holcim's expense, and agree that a report will be provided to Holcim.

32 COMPASSIONATE LEAVE

- 32.1 An Employee is entitled to compassionate leave in accordance with the NES.
- 32.2 An Employee is entitled to a period of 2 days Compassionate Leave for each occasion where an Immediate Family Member or a member of the Employee's household:
- 32.2.1 contracts or develops a personal illness that poses a serious threat to their life; or
 - 32.2.2 sustains a personal injury that poses a serious threat to their life; or
 - 32.2.3 dies.
- 32.3 Where an Employee, other than a Casual Employee, takes a period of Compassionate leave, Holcim must pay the Employee at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 32.4 Payment for the period of absence will be subject to the Employee providing, to the satisfaction of Holcim, sufficient proof of the death, serious illness or serious injury.

33 COMMUNITY SERVICE LEAVE

- 33.1 An Employee is entitled to Community Service Leave in accordance with the NES to attend:
- 33.1.1 jury service; or
 - 33.1.2 a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.
- 33.2 Jury Service
- 33.2.1 An Employee attending jury service during their ordinary hours shall be reimbursed by Holcim an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount they would have received in respect of the ordinary time they would have worked had the Employee not attended jury service.
 - 33.2.2 Where an Employee is required to attend for jury service the Employee shall:
 - 33.2.2.1 Notify Holcim as soon as practicable of the date upon which

- the Employee is required to attend;
- 33.2.2.2 Provide proof of attendance;
- 33.2.2.3 Provide the duration of such attendance;
- 33.2.2.4 Provide proof of any amounts received in respect of such jury service; and
- 33.2.2.5 Return to work should the Employee be released from jury service within their ordinary hours of work.

34 PARENTAL LEAVE

An Employee is entitled to Parental leave in accordance with the NES.

35 PUBLIC HOLIDAYS

- 35.1 An Employee is entitled to be absent from their employment on a day or part- day that is a Public Holiday in the place where the Employee is based for work purposes.
- 35.2 Where an Employee is absent due to a Public Holiday, an Employee (except for a Casual Employee) shall be without the deduction of pay for the Employee's ordinary hours of work on the day of the Public Holiday at the base rate.
- 35.3 Holcim may request an Employee to work on a Public Holiday if the request is reasonable.
- 35.4 A Distant Employee will be required to work on a Public Holiday should the Public Holiday fall during the Employee's usual roster pattern.
- 35.5 The following Public Holidays, as they may be observed in a particular State, or such other days as may be observed in lieu of any of them, shall be granted by Holcim without deduction of pay:
- 1 January (New Year's Day);
 - 26 January (Australia Day);
 - Good Friday;
 - Easter Monday;
 - 25 April (Anzac Day);
 - The Queen's Birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - 25 December (Christmas Day);
 - 26 December (Boxing Day);
 - any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a Public Holiday, other than a day or part- day, or a kind of day or part-day, that is excluded by the regulations from counting as a Public Holiday.

- 35.6 All time worked by the direction of Holcim on any of the above holidays shall be paid at the rate of double time and a half of the base rate of pay with a minimum payment of four hours.
- 35.7 A Distant Employee may receive compensation, calculated in accordance with penalties prescribed in Clause 25.4 for work expected to be performed on a Public Holiday as part of an annualised allowance.
- 35.8 Holcim may, in lieu of payment for work performed on Public Holidays, grant time off not less than the equivalent of the time worked, provided that such time off shall be granted at a time suitable to both the Employee and Holcim.
- 35.9 There will be no entitlement to payment for Public Holidays occurring during any period when an Employee applies for and Holcim grants leave without pay.
- 35.10 Where an Employee is not required to work on a Public Holiday and the Employee fails to work either the day before or the day after such Public Holiday (where the Employee was rostered to work such day), the Employee must provide Holcim with a medical certificate for the days so absent or other reasonable evidence to verify that the Employee was unfit for work.
- 35.11 The substitution of a Public Holiday for an alternative day may occur, providing there is agreement between the Employee and Holcim.

36 LONG SERVICE LEAVE

36.1 Entitlement to leave

An Employee shall be entitled to Long Service Leave in accordance with this Clause 37.

36.2 Period of leave

36.2.1 The entitlement to Long Service Leave for the period of continuous service with Holcim will be calculated as follows:

36.2.1.1 In the case of an Employee who has completed less than seven years continuous service with Holcim, or with Holcim and a previous Employer through a transfer of employment, the entitlement to Long Service Leave is nil.

36.2.1.2 In the case of an Employee who has completed a total of at least seven years continuous service but less than fifteen years continuous service with Holcim, or with Holcim and a previous Employer through a transfer of employment, leave shall be calculated at the rate of one week per year.

36.2.1.3 In the case of an Employee who has completed a total of at least fifteen years continuous service with Holcim, or with Holcim and a previous Employer through a transfer of employment, leave shall be calculated at the rate of 1.4 weeks per year.

36.2.2 The entitlement to Long Service Leave of a transferred Employee for the

period of continuous service with a previous Employer will be calculated at the pro rata rate applicable to the transferred Employee while employed by the previous Employer as if the transferred Employee had become eligible for Long Service Leave while employed by the previous Employer.

36.2.3 Where termination of employment occurs after one year's continuous service with Holcim due to:

36.2.3.1 resignation or retirement at age 52 or more; or

36.2.3.2 death or incapacity at any age,

The Employee will receive a payment for Long Service Leave calculated on the basis of 1.4 weeks per year of service with Holcim.

36.2.4 Subject to Clause 37.2.3, an Employee will only be entitled to receive Long Service Leave after having completed at least seven years continuous service made up of continuous service with Holcim, or with Holcim and a transmitter.

36.2.5 Leave shall be granted and taken and, except as provided elsewhere in this Clause, payment in lieu thereof shall not be made or accepted.

36.3 Calculation of continuous service

36.3.1 The following absences shall not break the continuity of service and shall, subject to any limitation herein, count as service:

36.3.1.1 Absence on any Annual leave or Long Service Leave;

36.3.1.2 Absence following any termination of the employment by Holcim if such termination has been made merely with the intention of avoiding obligations under this Clause in respect of Long Service Leave;

36.3.1.3 Absence necessitated by personal sickness or injury of which not more than fifteen working days a year shall count as service;

36.3.1.4 Absence in respect of any period during which the Employee shall have served as a member of the Naval, Military or Air Forces of the British Commonwealth, or as a member of the Civil Construction Corps established under the National Security Act 1939 (as amended) or absence on compulsory service in any of the Armed Forces under the National Service Act 1951 (as amended).

Provided that the Employee, as soon as reasonably practicable on the completion of any such service, resumes employment with Holcim.

36.3.2 For the purpose of this clause, the following absences shall not break the continuity of service, but the period of such absence shall not count as service:

36.3.2.1 Absence following any termination of the employment by

Holcim on any ground other than slackness of trade, if the Employee is re-employed by Holcim within a period not exceeding two months from the date of such termination.

36.3.2.2 Absence following any termination of the employment by Holcim on the ground of slackness of trade if the Employee is re-employed by Holcim within a period not exceeding six months from the date of such termination.

36.3.2.3 Absence of the Employee authorised by Holcim at any time.

36.3.2.4 Absence arising directly or indirectly from an industrial dispute but only if the Employee returns to work in accordance with the terms of settlement of the dispute.

36.3.2.5 Absence from work by reason of any cause not being a cause specified in this Clause for a period in excess of fourteen days shall be deemed to break the contract of employment and the continuity of service for the purposes of this Agreement unless the Employee notifies Holcim in writing of the reason for their absence and is given acknowledgment by Holcim that such reason for absence is acceptable to Holcim.

36.4 Time of taking leave

Long Service Leave shall be granted and taken at such time as may be agreed between Holcim and the Employee having regard to the needs of the establishment where the Employee is working.

36.5 Payment on termination for leave not taken

Where the employment of an Employee is terminated other than by death and the Employee has an entitlement to Long Service Leave, the Employee shall be deemed to have entered upon and taken the leave from the date of such termination and Holcim shall forthwith pay to the Employee in full ordinary pay for such leave.

36.6 Payment on death

36.6.1 Where an Employee dies during employment and any Long Service Leave to which the Employee is entitled under the conditions of this Agreement has not been taken or received in full, then the money value of the Long Service Leave not taken or received shall be paid or applied in whole or in part at the discretion of Holcim to or for the benefit of one or more of the following as Holcim in its discretion shall determine:

36.6.1.1 the widow or widower of the Employee;

36.6.1.2 the children of the Employee or any one or more of them;

36.6.1.3 any other person (or any one or more of them) being persons who in the opinion of Holcim were dependent upon the Employee at the date of the Employee's death; and

36.6.1.4 the legal personal representative of the Employee.

36.6.2 Payment of the amount due under this clause in accordance with the foregoing provisions shall be deemed to be a full discharge of all obligations arising under this Agreement with respect to Long Service Leave.

36.7 Payment for period of leave

36.7.1 Each Employee shall be paid for each week of leave the Employee's base rate of pay applicable at the date of taking the period of leave for the Employee's ordinary hours of work during the period.

36.7.2 For the purposes of this clause, base rate of pay shall not include overtime, commissions, bonuses, allowances or the like.

36.7.3 No deductions shall be made from the rate of pay for board and/or lodging or the like which is not provided and taken during the period of leave.

36.8 Method of payment

36.8.1 Payment shall be made in one of the following ways:

36.8.1.1 In full before the Employee goes on leave; or

36.8.1.2 At the same time as the Employee's salary would have been paid if the Employee had remained at work; and

36.8.1.3 In any other way agreed between Holcim and the Employee.

36.9 Public Holidays and Annual leave during period of leave

Long Service Leave shall be inclusive of any Public Holidays specified in the Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

36.10 Transferred Employee

In this clause transfer and transferred has the same meaning as under the Act.

36.11 Leave to be in satisfaction of all rights

The entitlement to Long Service leave provided for in this clause shall be in substitution for and in satisfaction of any other Long Service Leave, or benefit in the nature of Long Service Leave, to which the Employee may be entitled in respect of the service referred to in Clause 37.

36.12 Records

Holcim shall keep an adequate Long Service Leave record.

36.13 Accrual of Entitlement

36.13.1 An Employee is eligible for Long Service Leave after a period of continuous service by Holcim as set out below:

36.13.2 Long Service Leave entitlement accrues at the following rate:

- 36.13.2.1 less than 7 years' continuous employment - nil;
- 36.13.2.2 7 years continuous employment and up to one day less than 15 years' continuous employment - 1.0 week per year of applicable service;
- 36.13.2.3 15 years or more of continuous employment - 1.4 weeks per year of applicable service.

37 SALARIED STAFF UNITED

- 37.1 Holcim recognises and acknowledges the SSU and the long standing relationship it has had with the SSU in representing the interests of its Salaried Employees.
- 37.2 Holcim recognises two Holcim Member Representatives appointed by the SSU for the purposes of this Agreement.
- 37.3 Holcim will allow the recognised Holcim Member Representatives reasonable time (up to one hour per week) while at work during ordinary hours to perform their proper functions provided this does not interfere with the performance of their job.
- 37.4 Holcim will allow the recognised Holcim Member Representatives reasonable time during ordinary hours to attend dispute and bargaining related proceedings of the FWC where their involvement is necessary for the SSU to carry out its role.
- 37.5 Subject to Holcim's approval, the recognised Holcim Member Representatives are entitled to paid leave for up to five working days in any one calendar year for the purpose of attending SSU training courses or seminars, provided that:
 - 37.5.1 the operating requirements of Holcim permit the granting of such leave; and
 - 37.5.2 the scope, content and purpose of the courses or seminars are such as to contribute to a better understanding of workplace relations at Holcim.

38 EMPLOYEE REPRESENTATIVES

- 38.1 For the purposes of this Clause an "Employee Representative" shall mean an Employee Representative recognised by the Employer, upon the request of the employees.
- 38.2 The Employee's Representative, may in addition to their normal duties, be allowed such time as is necessary during work hours to conduct Employee Representative business and as agreed with the site Manager, have access to a telephone which enables confidential conversations to be held and photocopy facilities.

39 EMPLOYEE REPRESENTATIVE TRAINING

- 39.1 Subject to Holcim's approval, recognised Employee representatives will be entitled to up to 5 days per calendar year (non-cumulative) leave for the purpose of attending training courses or seminars provided that the operating requirements of the organisation permit the granting of the leave and the request is made at least 7 days prior to the date of the training or seminar. Holcim's approval will not be unreasonably withheld.

40 SIGNATORIES

Signed for and on behalf of Holcim (Australia) Pty

Ltd:

Signature:  _____

Name: Kathryn Burke

Address: 18 Little Cribb St, Milton Qld

Position: Head of Business Partnering

Date: 8.8.22

Signed for and on behalf of CSR, Holcim, Wilmar & Viridian Staff Association known as Salaried Staff United (a Bargaining Representative):

Signature:  _____

Name: Fred Adams _____

Address: 7-9 Irvine Place, Bella Vista _____

Position: President SSU _____

Date: 08.08.2022 _____

APPENDIX A

1. ANNUAL SALARY - MINIMUM RATES FOR ADULT EMPLOYEES (Clause 16)

Job Grade	Annual salary payable from the first full pay period after the commencement of this Agreement	Annual salary payable from the first full pay period after 1/1/2023	Annual salary payable from the first full pay period after 1/1/2024	Annual salary payable from the first full pay period after 1/1/2025	Annual salary payable from the first full pay period after 1/1/2026
Job Grade 1	\$44,000	\$45,100	\$46,228	\$47,384	\$48,569
Job Grade 2	\$46,400	\$47,560	\$48,749	\$49,968	\$51,217
Job Grade 3	\$52,552	\$53,866	\$55,213	\$56,593	\$58,008
Job Grade 4	\$57,075	\$58,502	\$59,965	\$61,464	\$63,000
Job Grade 5	\$59,229	\$60,710	\$62,227	\$63,783	\$65,378
Job Grade 6	\$61,383	\$62,917	\$64,490	\$66,103	\$67,756
Job Grade 7	\$64,398	\$66,008	\$67,658	\$69,350	\$71,084
Job Grade 8	\$73,229	\$75,059	\$76,936	\$78,859	\$80,830
Job Grade 9	\$80,767	\$82,786	\$84,856	\$86,977	\$89,151
Job Grade 10	\$91,536	\$93,824	\$96,170	\$98,574	\$101,038

2. SUPERANNUATION (Clause 18)

From the first full pay period on or after:	"Holcim Contribution"	"Minimum Contribution Required"
The date this Agreement commences to operate	13.0%	10.0%

3. ALLOWANCES

Vehicle Expense Reimbursement (Clause 19)

The vehicle expense reimbursement will remain unchanged until the reimbursement aligns with the ATO recommendation.

From the first full pay period on or after:	Per km
The date this Agreement commences to operate	\$1.15
January 1, 2022	\$1.15
January 1, 2023	\$1.15
January 1, 2024	\$1.15
January 1, 2025	\$1.15
January 1 2026	\$1.15

First Aid Allowance (Clause 20)

From the first full pay period on or after:	Per week
The date this Agreement commences to operate	\$17.89
January 1, 2022	\$18.34
January 1, 2023	\$18.80
January 1, 2024	\$19.27
January 1, 2025	\$19.75
January 1, 2026	\$20.24

Meal Allowance (Clause 25.7 and 25.8)

From the first full pay period on or after:	
The date this Agreement commences to operate	\$18.95
January 1, 2022	\$19.42
January 1, 2023	\$19.90
January 1, 2024	\$20.40
January 1, 2025	\$20.91
January 1, 2026	\$21.43

4. LEAVE LOADING (Clause 30.12)

Annual Leave Loading Cap

From the first full pay period on or after:	
The date this Agreement commences to operate	\$2,199
January 1, 2022	\$2,254
January 1, 2023	\$2,310
January 1, 2024	\$2,368
January 1, 2025	\$2,427
January 1, 2026	\$2487

5. MANUFACTURING AWARD SPECIAL RATES

For Employees who would otherwise be covered by the Manufacturing Award, the following Special Rates of the Manufacturing Award will apply unless these have been incorporated into the Employee's annualised base rate of pay.

Special Rate	
Hot places	\$0.66 per hour where the temperature is between 46 and 54 degrees Celsius; \$0.86 per hour where the temperature is in excess of 54 degrees Celsius
Wet places	\$0.66 per hour
Confined spaces	\$0.86 per hour

Dirty work	\$0.66 per hour where the employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature.
	\$0.86 per hour where the employee and their supervisor agree

	that certain ship repair work is of an unusually dirty or offensive nature.
Height money	\$0.48 per hour
Boiler repairs	0.48 per hour - repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers
	\$1.68 per hour - Repairs to oil fired boilers, including the castings uptakes and funnels, or flues and smoke stacks while working inside such a boiler.
Explosive powered tools	\$1.70 per day
Boiling down works	\$0.48 per hour
Lead works	\$0.48 per hour
Boiler cleaning — engine driver	\$1.86 per hour
Soda Ash	\$2.00 per hour
Raw materials	\$0.75 per hour

For detailed definitions & conditions of the above special allowances refer to the Manufacturing Award (special rates)

Minimum 2.5% increase to Base Salary (Clause 16)

All Employees engaged in a position that is Job Grade 1 to Job Grade 5 will receive a minimum 2.5% increase to their individual base salary.

The first minimum increase will occur on 1 January 2023 and will be applied each year for the duration of the Agreement. This guaranteed minimum increase forms part of Holcim's Annual Remuneration Review process. .

Schedule B – Additional Provisions

The following provisions shall apply:

1. Notwithstanding Appendix A of the Agreement, Employees engaged at Job Grade 2 who would otherwise be covered by the *Clerks—Private Sector Award 2020 (Clerks Award)* at Level 1 Year 3 and Level 2 Year 2 will receive as their base rate the relevant Clerks Award base rate.
2. Despite anything else in this Agreement, with respect to Employees who would otherwise be covered by the Clerks Award at Job Grades 2, 4, 6 and 8, the following clause will apply:

Clothing and footwear

 - (a) Holcim will reimburse Employees engaged in work damaging to clothing (for example, the use, maintenance or running repairs of office machines or in the receiving and/or despatch of goods) an amount equal to the cost of uniforms and/or protective clothing, except where uniforms and/or protective clothing are provided free of charge by Holcim.
 - (b) Holcim will reimburse Employees who are constantly required to work under conditions which are wet and damaging to footwear, (e.g. on surfaces periodically hosed down or in wet or muddy conditions) an amount equal to the cost of appropriate protective footwear, except where appropriate protective footwear is provided free of charge by Holcim.
 - (c) When an Employee is required to wear and launder a uniform any cost of the uniform must be reimbursed and the employee must be paid the following applicable allowance:
 - (i) For a full-time Employee - \$3.55 for laundry expenses per week;
 - (ii) For a part-time or Casual Employee – \$0.71 per shift.
3. For Employees who would otherwise be covered by the Manufacturing Award, the following Special Rates of the Manufacturing Award will apply unless these have been incorporated into the Employee's annualised base rate of pay.
 - (i) 19.3 (d) Miscellaneous driving allowances;
 - (ii) 19.3 (e) Employee handling money;
 - (iii) 19.3 (f) Dangerous Goods;
 - (iv) 19.3 (g) First aid allowance;
 - (v) 19.5 (a) Travelling Allowance;
 - (vi) 19.5 (b) Work Diary;
 - (vii) 19.5 (c) Articles of Clothing;
 - (viii) 19.5 (d) Housing allowance;
 - (ix) 19.5 (e) Medical Checks
 - (x) 19.5 (f) Meal allowance
4. With respect to the employment of a trainee, Holcim undertakes to pay at the relevant minimum rate in the modern award which covers that trainee.

APPENDIX C - CONCRETE CONDITIONS

This appendix will apply to Employees engaged in the following positions:

- i) Agitator Driver
- ii) Concrete Batcher

1. Hours

The ordinary hours of work will not exceed an average of 38 hours per week and, without prior agreement, will be worked Monday – Friday.

Holcim and Employees commit to complying with relevant Driving Hours legislation. If a driver takes breaks in accordance with driving regulations and incorporates these breaks into the daily running requirements of the fleet so as not to impact upon production, and these breaks are noted on the daily running sheet, then the driver shall be entitled to be paid as if they had worked continuously throughout the day.

2. Flexible Start Times

Starting times will be staggered between 6.00am – 7.00am. Employees will be advised of their rostered start time on the preceding day.

Any start prior to 6.00am will attract a penalty payment of time and a half for the first two hours and double time thereafter calculated on the employee's base rate of pay. From 6.00am onwards an Employee's base rate will be paid for ordinary hours worked.

Nothing in this clause prevents an Employee from seeking an alternative working arrangement under the provisions of Clause 7 – Individual Flexibility Arrangements.

3. Non-Continuous Night Shift

An Employee who commences work between 4.00pm and finishing subsequent to midnight and at or before 8.00am will be paid a shift allowance of 20% on ordinary hours. After 7.6 hours, overtime rates will be paid as per Clause 25.

A minimum of 7.6 hours will be paid for each night shift.

For a non-continuous shift roster where work is required on a Friday night – Saturday, Employees will receive a weekend allowance of \$106.19 in addition to the normal shift penalty.

4. Additional Allowances

Batching

Drivers who perform the batching function will receive an allowance of \$28.84 for each day on which they undertake the function:

Driver Training

Holcim may direct an Employee it determines to be suitably qualified, to deliver driver training.

An Employee delivering driver training will be paid an allowance of \$23.10 for each day this task is performed.

APPENDIX D

Rostered Day Off (RDO)

Eligibility:

All permanent full time Employees based at Humes Pooraka, and engaged in the following positions only:

- i) Production Operators
- ii) Production Supervisors
- iii) Mould Shop Tradespersons

Application:

RDO's exist for the purpose of managing production maintenance at the Humes Pooraka site, and the scheduling of them is determined by Holcim.

A full time permanent Employee who works eight hours per day over 19 days in each work cycle will accrue a RDO on the following basis: 24 minutes for each day of eight hours worked will be credited towards an RDO.

Overtime applies after 8 hours daily and 40 hours fortnightly. Overtime rates are as per Clause 25.

Leave Rules are as per the below Table:

Leave Type	Leave Rule
Annual	7.6 hours
RDO	7.6 hours
Personal	8 hours
Long Service	7.6 hours
Compassionate	7.6 hours
Leave without Pay	7.6 hours
Unpaid Personal	7.6 hours

THE FAIR WORK COMMISSION

FWC Matter No: AG2022/3176

Applicant: Holcim (Australia) Pty Ltd

Section 185 – Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021

Undertaking – Section 190

I, Kathryn Burke, Head of Business Partnering, have the authority given to me by Holcim (Australia) Pty Ltd ("**Holcim**") to give the following undertakings with respect to the *Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2021* ("**the Agreement**"):

1. Holcim undertakes to pay apprentices the relevant minimum rate of pay for apprentices as per the relevant Modern Award which covers the apprentice. All other terms and conditions will be applied and paid as per the Agreement.
2. Holcim undertakes to pay trainees the relevant minimum rate of pay for trainees as per the relevant Modern Award which covers the trainee. All other terms and conditions will be applied and paid as per the Agreement.
3. In relation to employees undertaking shift work under the Agreement, Holcim undertakes to:
 - (a) Conduct regular reviews of the payments made to the employee pursuant to the Agreement as compared to the relevant Award that would otherwise apply to the employee.
 - (b) Where the review identifies that the employee's payment would have been higher under the relevant Award, Holcim will ensure that the employee receives a back-payment that eliminates any shortfall in the payments the employee received as compared to the Award. The Backpayments will be processed in the next pay cycle following completion of the review.
4. For the purposes of determining an average of 38 ordinary hours per week, employees can work up to 152 hours ordinary hours within a 28 day work cycle.
5. For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is an Employee who is:
 - (a) employed in an operation in which shifts are continuously rostered 24 hours a day for 7 days a week;
 - (b) is regularly rostered to work those shifts; and
 - (c) regularly works Sundays and public holidays.
6. With respect to part time employees, at the time of commencing employment, Holcim and the part-time employee will agree, in writing, on a regular pattern of work

specifying the hours which will be worked each day and the days of the week the employee will work.

7. Notwithstanding clause 9.3.1.4, all Casual Employees will be paid an overtime rate of 175% for the first two hours Monday to Saturday and 225% for all overtime hours after. All Sunday overtime will be at a rate of 225%.
8. If in accordance with clause 22.2.22, a Casual Employee who works ordinary hours of work on Saturday, the Employee must be paid at the rate of 175% for such work.
9. If in accordance with Clause 22.2.22 a Casual Employee works on Sunday, the Employee must be paid at the rate of 225% for such work.
10. *Monies Owed at Termination*

A. Notwithstanding subclause 11.6.1 - Notice of termination by an Employee, Holcim undertakes that nothing within this subclause will operate such as to reduce an Employee's NES entitlement on termination. Where an Employee fails to give the notice specified, Holcim may only withhold an amount equal to the minimum notice period stipulated in the NES and based on their continuous service.

B. Notwithstanding clause 15 – Deductions, Holcim undertakes that:

- (a) in the event Holcim overpays an Employee, the overpayment is a debt to Holcim. By agreement, the Employee may repay the amount owing to Holcim, including by any means of a written agreement to deduct from the wages. If agreement is not reached on repayment, Holcim may initiate proceedings to recover the amount by lawful means.

Where an Employee's employment is terminated and as at the date of termination, there is an overpayment of wages, the overpayment is a debt owing to Holcim. By agreement, the Employee may repay the amount owing to Holcim. The Employee may agree in writing that the amount owing to Holcim may be deducted from any monies or entitlements owed to the Employee. Alternatively, the Employee may choose to repay Holcim directly through other means. If agreement is not reached on repayment, Holcim may initiate proceedings to recover the amount by lawful means.

- (b) where an Employee fails to give the notice period specified, Holcim may only withhold an amount equal to the minimum notice period stipulated in the NES and based on their continuous service.
- (c) Holcim may deduct from an Employee's wages, after consultation, any amount it is authorised or required to deduct in relation to the replacement value of any property belonging to Holcim.
- (d) if Holcim agrees to Employee taking annual leave which they have not accrued yet and their employment ends before they accrue the leave they have already taken, Holcim will deduct the value of the leave taken but not accrued from any monies payable to the Employee in their final payment. However, prior to making this deduction, Holcim will notify the Employee and request their authorisation. This arrangement is principally for the Employee's benefit.

11. Where an employee is not entitled to the benefits under clause 14 of the Agreement, but would otherwise be entitled to redundancy pay under s 119 of the *Fair Work Act*

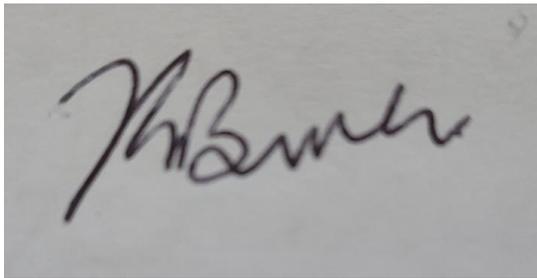
2009 (Cth), the employee shall receive redundancy pay in accordance with s 119 of the *Fair Work Act 2009* (Cth).

12. Notwithstanding clause 22.8 of the Agreement, Holcim will apply the Saturday penalty rates applicable under the Cement, Lime and Quarrying Award 2020 and the Concrete Products Award 2020.
13. In relation to employees undertaking Project Site Work under clause 24, Holcim will:
 - (a) Conduct regular reviews of the payments made to the employee pursuant to the Agreement as compared to the payments under the Agreement that would otherwise apply to the employee if they were not undertaking Project Site Work.
 - (b) Where the review identifies that the employee's payment would have been higher had they not been undertaking Project Site Work, Holcim will ensure that the employee receives a back-payment that eliminates any shortfall in the payments the employee received. The Backpayments will be processed in the next pay cycle following completion of the review.
14. Notwithstanding subclause 33.2.2.5, Holcim undertakes to provide the Employee with reasonable rest time immediately where the Employee is immediately released from jury service within their ordinary hours of work. The reasonable rest time will be determined by Holcim and is to be based on factors including (but not limited to) the Employee's place of residence and the location where jury duty was undertaken.
15. Holcim undertakes that employees who would otherwise be entitled to a rest break under clause 15.2 of the Clerks – Private Sector Award 2020 or clause 15.4 of the Cement, Lime and Quarrying Award 2020 will receive a rest break equivalent to those entitlements.
16. Holcim undertakes that notwithstanding clause 22.7, employees who would otherwise be entitled to a working through meal break loading under clause 15.3 of the Cement, Lime and Quarrying Award 2020 or clause 15.4 of the Clerks – Private Sector Award 2020 will receive a loading in accordance with the relevant award.
17. For Grade 2 employees otherwise covered by the Cement, Lime and Quarrying Award 2020 who would otherwise be entitled to the Cement, Lime and Quarrying Award 2020 industry all-purposes industry allowance, Holcim will pay the employee an amount equivalent to the Cement, Lime and Quarrying Award 2020 all-purposes industry allowance.
18. Employees who would be otherwise covered by the Cement, Lime and Quarrying Award 2020, and be entitled to a benefit under 18.3(p)(i) of that Award, shall be paid at the ordinary hourly rate for all time lost in accordance with 18.3(p)(i) of the Cement, Lime and Quarrying Award 2020.
19. A grade 1 Employee under the Agreement who would otherwise be a Grade 1 employee under the Clerks – Private Sector Award 2020 will receive a base rate as identified in the Clerks – Private Sector Award 2020.
20. A grade 2 Employee under the Agreement who would otherwise be a Grade 2 employee under the Clerks – Private Sector Award 2020 will receive a base rate as identified in the Clerks – Private Sector Award 2020.

21. Employees who would be otherwise covered by the Premixed Concrete Award 2020, and be entitled under 20.2 of that Award to Saturday penalties, shall receive Saturday penalties in accordance with that Award.
22. For employees otherwise covered by the Professional Employees Award 2020, where an employee and Holcim agree that an activity be undertaken by the employee as a component of a structured training program, Holcim will meet all costs associated with the training.
23. Employees otherwise covered by the Road Transport and Distribution Award 2020 and who would be entitled to a benefit under clause 19 of that Award, will be provided that benefit in accordance with that Award.
24. Employees otherwise covered by the Road Transport and Distribution Award 2020 and who would be entitled to a benefit under clause 22.9 of that Award, will be provided that benefit in accordance with that Award.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:

A rectangular box containing a handwritten signature in black ink. The signature is cursive and appears to read 'J. B. ...'.

Date: 22 August 2022