



DECISION

Fair Work Act 2009

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

Holcim (Australia) Pty Ltd
(AG2013/12831)

HOLCIM (AUSTRALIA) PTY LTD - SOUTH AUSTRALIA STAFF ENTERPRISE AGREEMENT 2013

Manufacturing and associated industries

SENIOR DEPUTY PRESIDENT
O'CALLAGHAN

ADELAIDE, 5 FEBRUARY 2014

Application for approval of the Holcim (Australia) Pty Ltd - South Australia Staff Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Holcim (Australia) Pty Ltd - South Australia Staff Enterprise Agreement 2013* (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. The Agreement is a single-enterprise agreement.

[2] The employer has provided undertakings in the following terms:

“That that rates of pay contained within Appendix A, Clause 1 will only apply to the extent that the Agreement rates provided are higher than those provided under the relevant Modern Awards.

Where the Agreement rates are lower than the relevant Modern Award rates, Holcim commits to ensure that employees are paid in accordance with the relevant Modern Award rates.

Holcim (Australia) Pty Ltd hereby undertakes, for the purpose of approval of the Agreement, that Holcim Super will not be applied as a default fund unless or until it offers a MySuper product.”

[3] As a result, the above undertaking is taken to be a term of the Agreement. A full copy of advice provided by the employer is attached to the Agreement as Attachment 1a and 1b.

[4] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[5] The CSR & Holcim Staff Association, 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) of the Act I note that the Agreement covers this organisation.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 February 2014. The nominal expiry date of the Agreement is 12 February 2018.



SENIOR DEPUTY PRESIDENT

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HOLCIM (AUSTRALIA) PTY LTD – SOUTH AUSTRALIA STAFF ENTERPRISE AGREEMENT 2013

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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 2013 (the Agreement).

2. APPLICATION AND DURATION

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; and

2.1.3. CSR and Holcim Staff Association (the Union).

2.2. This Agreement commences operation on the day that it is lodged with Fair Work Australia (“commencement date”) and will remain in force for a period of four years from that time, unless otherwise terminated or varied in accordance with this Agreement and/or the Act.

2.3. 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.

2.4. For the avoidance of doubt, this Agreement supersedes any Award, Agreement whether certified or not, memorandum of understanding, exchange of correspondence, work practice(s), arrangement (s), written or unwritten which applied prior to the introduction of this Agreement and which regulated the terms and conditions of Employees covered by this Agreement.

2.5. The parties agree that the negotiation for the replacement of this Agreement will commence six months prior to this Agreement’s nominal expiry date.

2.6. A copy of this Agreement will be accessible:

2.6.1. on the Holcim intranet; and

2.6.2. at each Holcim site.

3. DEFINITIONS

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

3.2. **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.

- 3.3. Casual Employee** is an Employee who is engaged on a shift/day by shift/day basis and who has no guarantee or expectation of ongoing employment.
- 3.4. Continuous Shift Roster** is a roster where an Employee remains on a rotating roster that requires the Employee to work shift work including afternoon, night and weekends.
- 3.5. 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.
- 3.6. Employee** is a Salaried, Fixed term or Casual Employee of Holcim who is paid the equivalent of an annual base rate of less than \$130,000 under a “base plus” remuneration arrangement as per the Holcim Remuneration and Benefits Policy. For the avoidance of doubt, an Employee for the purposes of this Agreement does not include a Permanent Waged Employee nor an Employee engaged under a Fixed Annual Remuneration structure as per the Holcim Remuneration and Benefits Policy.
- 3.7. FWC** is the Fair Work Commission.
- 3.8. Fixed Term Employee** is a Salaried Employee who is employed for a specific period of time, a specified task or specified project.
- 3.9. 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.
- 3.10. Holcim** is Holcim (Australia) Pty Ltd.
- 3.11. Immediate family member** is one of the following members of an Employee’s immediate family:
- 3.11.1.** a spouse (including a de facto partner), child, parent, grandparent, grandchild or sibling of the Employee;
 - 3.11.2.** a child, parent, grandparent, grandchild or sibling of a spouse (including a de facto partner) of the Employee;
- 3.12. NES** is the National Employment Standards as provided under the Act.
- 3.13. Night Shift, Rotating** is where an Employee works a roster pattern that requires the Employee to change from Day Shift to Night Shift at specified intervals.
- 3.14. Non-continuous Shift Roster** is a roster where an Employee is temporarily required to work shift work that may include afternoon, night or weekend work.

- 3.15. Point of Hire** is the location from which a Distant Employee is originally employed.
- 3.16. Part-time Employee** is an Employee whose contracted hours of work are less than 38 hours per week.
- 3.17. Salaried Employee** is an Employee employed at a yearly rate of pay by Holcim.
- 3.18. Seven Day Continuous Shift Employee** is an Employee who is
- 3.18.1.** employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - 3.18.2.** is regularly rostered to work those shifts; and
 - 3.18.3.** regularly works Sundays and Public Holidays.
- 3.19. Trainee** is an Employee engaged on a registered training arrangement.

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,
 - 4.2.5.2.1.** 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;
 - 4.2.5.2.2.** Where, and to the extent that Holcim and Employee/s concerned agree, FWC may issue a recommendation.
 - 4.2.6.** Where Holcim and the 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 his or her 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.
- 4.3.3.** 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.
- 5.2.** Holcim must notify the relevant Employee/s of the decision to introduce the major change.
- 5.3.** The relevant Employee/s may appoint a representative for the purposes of the procedures in this term.
- 5.4.** Where:
 - 5.4.1.** a relevant Employee appoints a representative for the purposes of consultation; and
 - 5.4.2.** the Employee advises Holcim of the identity of the representative in writing;
 - 5.4.3.** Holcim must recognise the representative provided that where the representative is a registered trade union, such union has constitutional coverage of the employee.
- 5.5.** As soon as practicable after making its decision, Holcim must:
 - 5.5.1.** discuss with the relevant Employee:
 - 5.5.1.1.** the introduction of the change; and

PART 3 – FLEXIBILITY

6. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 6.1.** Holcim and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 6.1.1.** The Agreement deals with 1 or more of the following matters:
 - 6.1.1.1.** arrangements about when work is performed;
 - 6.1.1.2.** overtime rates;
 - 6.1.1.3.** penalty rates;
 - 6.1.1.4.** allowances;
 - 6.1.1.5.** leave loading; and
 - 6.1.2.** the arrangement meets the genuine needs of Holcim and the Employee in relation to 1 or more of the matters mentioned in Clause 6.1.1; and
 - 6.1.3.** the arrangement is genuinely agreed to by Holcim and the Employee.
- 6.2.** Holcim must ensure that the terms of the individual flexibility arrangement:
- 6.2.1.** are regarding permitted matters under section 172 of the Act; and
 - 6.2.2.** are not unlawful terms under section 194 of the Act; and
 - 6.2.3.** would result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3.** Holcim must ensure that the individual flexibility arrangement:
- 6.3.1.** is in writing; and
 - 6.3.2.** includes the name of Holcim and the Employee; and
 - 6.3.3.** is signed by Holcim and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 6.3.4.** includes details of:
 - 6.3.4.1.** the terms of the Agreement that will be varied by the arrangement; and
 - 6.3.4.2.** how the arrangement will vary the effect of the terms; and

6.3.4.3. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

6.3.5. states the day on which the arrangement commences.

6.4. Holcim must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

6.5. Holcim or the Employee may terminate the individual flexibility arrangement:

6.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or

6.5.2. where Holcim and the employee agree in writing — at any time.

7. EMPLOYEE DUTIES AND ENTERPRISE FLEXIBILITY

7.1. 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.

7.2. 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.

7.3. Where, at the business unit or site level an agreement is reached about how the Agreement should operate so as to make the business unit or site operate more efficiently according to its particular needs, the agreement shall be implemented provided the majority of employees affected genuinely agree.

PART 4 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

8. EMPLOYMENT CATEGORIES

8.1. 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.

8.2. Part-time employment

8.2.1. A Part-time Employee is an Employee engaged to work regular days and regular hours that constitute less than 38 ordinary hours per week.

8.2.2. 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.

8.2.3. Where a part-time Employee is required by Holcim to work in excess of their contracted part-time hours, and:

- 8.2.3.1. the additional hours are within the ordinary hours as prescribed by clause 21, the Employee shall be paid for such hours worked at the Employee's base rate; or
- 8.2.3.2. the additional hours are in excess of the ordinary hours as prescribed by clause 21, the Employee shall be paid for such hours worked in excess of the usual hours in accordance with clause 25.

8.3. Casual employment

8.3.1. A Casual Employee:

- 8.3.1.1. shall be paid an hourly base rate of pay calculated as a minimum on the relevant classification annual salary in accordance with clause 14.4 plus a Casual loading of 25%;
- 8.3.1.2. 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.
- 8.3.1.3. who works in excess of the ordinary hours as prescribed by clause 21 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 8.3.1.2.

8.4. Fixed term employment

- 8.4.1. An Employee may be employed on a fixed term/task or project basis.
- 8.4.2. 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/time.
- 8.4.3. 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.

9. PROBATIONARY PERIOD

- 9.1 Except for a Casual Employee, a new Employee shall be classified as a Probationary Employee for a period of up to six 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.

9.2 Upon successful completion of the probationary period, a Probationary Employee shall become a Permanent Employee.

10. TERMINATION OF EMPLOYMENT BY EITHER PARTY

10.1. 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.

10.2. Holcim or the Employee may terminate the employment relationship by providing the other party with one month notice.

10.3. 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 week notice from Holcim.

10.4. 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.

10.5. 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.

10.6. Notice of termination by an Employee

10.6.1. Where an Employee fails to give the notice specified in clause 10.2, Holcim may withhold from any monies owing to the Employee up to a maximum amount equal to the amount the Employee would have received in accordance with this Agreement.

10.6.2. The notice of termination required to be provided by the Employee and Holcim may be waived or shortened by mutual agreement.

10.7. Payment on Termination

10.7.1. 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.

10.7.2. The total payment must be calculated on the basis of the ordinary hours worked by the Employee.

10.8. 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.

11. ABANDONMENT OF EMPLOYMENT

- 11.1.** Where an Employee remains absent for three of their consecutive shifts/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.
- 11.2.** 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.
- 11.3.** Holcim will make every effort to contact the Employee prior to the Employee's employment being terminated in accordance with this clause.

12. REDUNDANCY

- 12.1. 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.

12.2. Employee leaving during notice period

Where an Employee is given notice of termination in circumstances of redundancy and the Employee terminates his/her 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.

12.3. Transfer of business

- 12.3.1.** The redundancy provisions of clause 12 of this Agreement are not applicable where an Employee is transferred from one Employer to another Employer in any of the following circumstances:

- 12.3.1.1.** 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

- 12.3.1.2.** 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.

12.4. “Transfer” and “transferred” have the meaning given under the Act.

12.5. Job search entitlement

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

12.5.2. 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 he or she shall not receive payment for the time absent. A statutory declaration will be sufficient for the purpose of proof.

12.5.3. The provisions of clause 12 do not apply to:

12.5.3.1. A Probationary Employee;

12.5.3.2. An Apprentice;

12.5.3.3. A Trainee;

12.5.3.4. An Employee engaged for a specific period of time or for a specified task, tasks or project; and

12.5.3.5. A Casual Employee.

12.6. Severance Payment

12.6.1. 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.

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

12.6.3. In addition to the severance payment made in accordance with clause 12.6.1, 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.

12.6.3.1. If an Employee has less than seven years continuous service Holcim will pay pro rata Long Service Leave on the following basis: Employee under age 52 – at the rate of 1.0 week per year of service; pro rata to completed days of service; Employee aged 52 and over – at the rate of 1.4 weeks per year of service; pro rata to completed days of service.

12.6.4. Relocation Expenses

12.6.4.1. 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.

12.6.4.2. This assistance will comprise reimbursement of:-

12.6.4.2.1. economy air fares for the Employee, spouse and dependants;

12.6.4.2.2. cost of transport, storage (for up to four months) and insurance of a reasonable quantity of household goods and effects;

12.6.4.2.3. cost of reasonable accommodation incurred directly as a result of retrenchment (up to one month).

12.6.5. No less favourable employment

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

12.6.5.1.1. Holcim; or

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

12.6.5.1.3. 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 12.6.1 or the additional Long Service Leave in clause 12.6.3.1 should the Employee accept or decline the position offered.

12.6.6. Exclusions from obligation to pay redundancy

12.6.6.1. The entitlement to a severance payment as prescribed in clause 12.6.1 shall not apply to an employee whose contract of employment is:

12.6.6.1.1. Casual

12.6.6.1.2. Seasonal

12.6.6.1.3. For a specific term or project; or

12.6.6.1.4. Where an employee whose position is made redundant accepts an offer of an alternative position with the employer regardless of the duties, title or terms and conditions of employment applying to the alternative position.

13. DEDUCTIONS

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

- 13.1.** any overpayment;
- 13.2.** 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;
- 13.3.** the replacement value of any property belonging to Holcim; and
- 13.4.** the value of any leave taken in advance.

PART 5 - RATES OF PAY AND RELATED MATTERS

14. CLASSIFICATIONS

- 14.1.** The minimum base rate of annual salary for an adult Salaried Employee shall be in accordance with the classification structure in sub-clause 14.4 below.
- 14.2.** The minimum base rate of pay for a Casual Employee shall be calculated as follows:
 - 14.2.1.** Take the relevant minimum base rate for the Casual Employee's classification;
 - 14.2.2.** Divide the base rate by 52.167 (weeks); and
 - 14.2.3.** Divide the weekly amount by 38 (hours).
- 14.3.** The actual base rate of salary payable to an individual Employee will be reviewed as part of Holcim's annual Salary Review process.
- 14.4.** An Employee shall be classified in accordance with the following Classification Structure:

Level 1

Jobs requiring a basic level of secondary education possibly supplemented by some skills training and on-the-job experience. (Typically, but not exclusively, jobs performed by people carrying out a range of basic clerical, administrative, secretarial or technical duties. This includes a driver of a concrete mixer with either a 4.9 cubic metre bowl and/or a five cubic metre bowl and over).

Level 2

Jobs requiring secondary education supplemented by specific skills training and a minimum of about three years relevant experience, or jobs requiring trade or equivalent qualifications. (Typically, jobs performed by experienced people providing functional support for the work of others).

Level 3

Jobs requiring secondary education normally to HSC or equivalent standard supplemented by high level skills training and/or a minimum of three years of relevant experience, or jobs requiring knowledge normally acquired through tertiary education. (Typically, skilled functional jobs and first line supervisory jobs in commercial, scientific or other technical disciplines).

Level 4

Jobs requiring a degree or equivalent tertiary qualification plus a minimum of three years of experience in the relevant discipline, or its equivalent by way of high level skills training and on-the-job experience. (Typically, specialised functional positions and senior supervisory positions in commercial, scientific or other technical disciplines).

Level 5

Jobs requiring a degree or equivalent tertiary qualification plus a minimum of five years of experience in the relevant discipline, or its equivalent by way of high level skills training and on-the-job experience. (Typically, senior functional positions and management positions).

14.5. Junior Rates

The Agreement rate of annual salary for a junior Employee shall be calculated according to the following scale:

Age	Percentage of adult Agreement rate for the appropriate level as contained in clause 14.1
16	55%
17	64%
18	72%
19	82%
20	90%

14.6. Non-Agreement Benefits

The minimum Agreement rate of annual salary for an adult or junior Employee may be offset by the provision of non-Agreement benefits, subject to the following:

14.6.1. Holcim and the Employee must agree on:

14.6.1.1. the non-Agreement benefit(s) to be provided; and

14.6.1.2. the value of the benefit(s), including any tax payable by Holcim, as a monetary offset against the minimum Agreement rate of annual salary;

- 14.6.2.** 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;
 - 14.6.3.** 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;
 - 14.6.4.** Holcim may establish a procedure for negotiating agreements with Employees in respect of the provision of non-Agreement benefits;
 - 14.6.5.** the nature and value of the non-Agreement benefits(s) agreed may only be varied by Agreement between the Employee and Holcim;
 - 14.6.6.** 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.
- 14.7.** The amount of an Employee's minimum Agreement rate of annual salary after the offset is applied in accordance with clause 14.6 is deemed to be the Employee's minimum Agreement rate of annual salary.

15. PAYMENT OF SALARIES

- 15.1.** Salaries will be paid to an Employee's nominated financial institution by electronic funds transfer at a frequency of:
 - 15.1.1.** monthly; or
 - 15.1.2.** where the majority of employees at a site agree, fortnightly.

16. SUPERANNUATION

- 16.1.** An Employee shall be offered membership of the Holcim Superannuation Fund 'Holcim Super'. Holcim Super is the default fund for Holcim, however, an Employee will be provided with a Standard Choice form within 28 days of commencement.
 - 16.1.1.** An Employee shall be required to join Holcim Super immediately upon commencement of employment unless a properly completed Standard Choice of Fund form is provided on or before the commencement date.
 - 16.1.2.** For an existing Employee, Holcim recognises choice of fund in accordance with the relevant legislation.
- 16.2.** 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”).

16.3. 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.

16.3.1. 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.

16.3.1.1. 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.

16.4. Where there is a legislated increase in the minimum contribution of the Superannuation Guarantee, Holcim shall increase the percentages prescribed in the Superannuation Table located in APPENDIX A by a corresponding percentage amount.

17. CAR ALLOWANCE

17.1. As per the table in APPENDIX A, an allowance per kilometre shall be paid to an Employee who is paid other than under a remuneration packaging agreement that includes a motor vehicle component and who is required by Holcim to use a private vehicle on Holcim business.

17.2. The Employee will provide Holcim with reasonable proof of the kilometres travelled in the course of their employment in order to claim the car allowance.

18. FIRST AID ALLOWANCE

18.1. As per the table in APPENDIX A, an Employee will be paid a first aid allowance each week where the Employee:

18.1.1. has been trained to provide first aid;

18.1.2. holds a current and appropriate first aid qualification (such as a certificate from St John Ambulance or a similar body); and

18.1.3. is appointed in writing by Holcim to perform first aid duty.

19. TEMPORARY TRANSFER – EXPENSES

Except for a Distant Employee, where an Employee is directed to temporarily work at a place other than his or her 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.

20. ACCOMMODATION FOR DISTANT EMPLOYEES

- 20.1.** Holcim will provide a Distant Employee with suitable accommodation at no charge during the Employee's rostered working period.
- 20.2.** The type of suitable accommodation provided to the Employee will be at the discretion of Holcim.
- 20.3.** An Employee will be required to comply with any and all accommodation rules of Holcim and any applicable non-Holcim site rules.
- 20.4.** 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 6 - HOURS OF WORK AND RELATED MATTERS

21. HOURS (except for Distant Employees)

- 21.1.** The ordinary hours of work of an Employee will not exceed an average of 38 per week provided that:
 - 21.1.1.** in any arrangement where the ordinary working hours are to exceed eight on any day, the arrangement shall be subject to agreement between Holcim and the Employee or majority of Employees concerned;
 - 21.1.2.** ordinary hours may be worked over any five consecutive days of the week Monday to Sunday inclusive;
 - 21.1.3.** as per the table in APPENDIX A, an Employee working ordinary hours on either Saturday or Sunday but not both days will be paid an allowance for each day worked on either Saturday or Sunday;
 - 21.1.4.** as per the table in APPENDIX A, an Employee working ordinary hours on both Saturday and Sunday will be paid an allowance for each day worked on both Saturday and Sunday.
- 21.2.** An Employee shall be allowed reasonable unpaid meal breaks at such times and of such duration as is agreed between Holcim and the Employee concerned provided that:
 - 21.2.1.** the timing of meal breaks shall take into account the Holcim fatigue management guidelines.
- 21.3.** Any alteration of existing starting and finishing times of work at any workplace shall be agreed upon between Holcim and the Employee or majority of Employees concerned.

22. SHIFT WORK (Except for Distant Employees)

22.1. The following conditions shall apply to shift work:

22.1.1. The ordinary hours of the particular shifts should be the subject of Agreement between Holcim and majority of Employees, except where Employees are working shift hours as determined by the roster applying to the majority of shift workers at the Employee's workplace.

22.1.2. Thirty minutes unpaid crib time shall be granted in respect of each shift of 7.6 hours. An Employee working twelve hour shifts shall be allowed reasonable crib breaks as agreed between Holcim and the majority of the Employees in the enterprise or part of the enterprise concerned.

22.1.3. An Employee working afternoon or night shift over a five day roster shall be paid the following shift allowances, calculated as a percentage of the base rate of salary for the appropriate job classification:

Afternoon shift	17%
Night shift, rotating	20%
Night shift, non-rotating	30%

Provided that the allowance paid for any such afternoon or night shift shall not be less than the amount specified in the relevant table of APPENDIX A.

22.1.4. In this clause the following definitions apply:

22.1.4.1. Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before midnight.

22.1.4.2. Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00 a.m.

22.1.5. An Employee working a non-continuous shift roster which requires work on either Saturday or Sunday but not both days will be paid a shift allowance for each shift worked on either Saturday or Sunday.

22.1.6. An Employee working a non-continuous shift roster which requires work on both Saturday and Sunday will be paid a shift allowance for each shift worked on both Saturday and Sunday. Such payments are in lieu of the allowances provided for in sub-clause 22.1.3.

22.1.7. For the purpose of this clause, Saturday or Sunday shifts are those shifts occurring between twelve midnight Friday and 11.00 p.m. Sunday, or 8.00 a.m. Saturday and 7.00 a.m. Monday.

22.1.8. An Employee who works a seven day continuous roster pattern shall be paid an allowance in lieu of afternoon and night shift allowances, weekend penalty rates and payment for any rostered overtime shift included in the cycle. This allowance shall be

determined at each location by Holcim, will be calculated on an annual basis and shall not be an amount less than what the Employee would have been paid had the Employee received the applicable shift allowances, weekend penalty rates and overtime payments as prescribed by this Agreement.

22.1.8.1. Where an Employee works a seven day continuous roster that operates over a four week, average of 38 hours per week roster pattern, the Employee shall be paid the equivalent of a shift allowance of 40% of the Employee's base rate for time worked on the weekend.

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

23. HOURS AND ROSTER PATTERNS – DISTANT EMPLOYEES

23.1. Ordinary Hours

23.1.1. a Distant Employee may be engaged to work on a roster pattern made up of working and non-working days.

23.1.2. the total ordinary hours of work during a roster pattern must not exceed an average of 38 hours.

23.1.3. an Employee may be required to work up to 12 ordinary hours per day between the hours of 6am and 6pm, Monday to Sunday;

23.1.4. as per the table in APPENDIX A an Employee working ordinary hours on either Saturday or Sunday but not both days will be paid an allowance for each day worked on either Saturday or Sunday.

23.1.5. as per the table in APPENDIX A an Employee working ordinary hours on both Saturday and Sunday will be paid an allowance for each day worked on both Saturday and Sunday.

23.2. An Employee shall be allowed reasonable unpaid meal breaks at such times and of such duration as is agreed between Holcim and the Employee concerned.

23.3. Roster Patterns

23.3.1. A Distant Employee is required to work the rosters which are set for the work to which the Employee is assigned at any given time.

23.3.2. Rosters are designed to meet:

23.3.2.1. the operational requirements of Holcim;

23.3.2.2. the nature of the work that the Employee is required to perform;

23.3.2.3. the needs of the Employee who performs it; and

- 23.3.2.4.** comply with Holcim’s occupational health and safety obligations.
- 23.3.3.** Roster patterns will include the requirement to work shift work, Public Holidays and weekends on a regular and ongoing basis.
- 23.3.4.** Holcim may vary an Employee’s roster pattern to meet the needs of the business.
- 23.3.5.** By accepting an offer of employment, an Employee acknowledges that the hours in excess of an average of 38 per week that their position requires to be worked are reasonable having regard to:
 - 23.3.5.1.** their personal circumstances such as their family responsibility; and
 - 23.3.5.2.** the operational requirements of Holcim; and
 - 23.3.5.3.** the advance notice of the roster, or any amendments to it, that is given to them

24. SHIFT WORK – Distant Employees

24.1. The following conditions shall apply to shift work:

- 24.1.1.** Thirty minutes unpaid crib time shall be granted in respect of each shift of 7.6 hours. An Employee working twelve hour shifts shall be allowed reasonable crib breaks as agreed between Holcim and the majority of the Employees in the enterprise or part of the enterprise concerned.
- 24.1.2.** An Employee working afternoon or night shift over a five day roster shall be paid the following shift allowances, calculated as a percentage of the base rate of salary for the appropriate job classification:

Afternoon shift	17%
Night shift, rotating	20%
Night shift, non-rotating	30%

Provided that the allowance paid for any such afternoon or night shift shall not be less than the relevant amount specified in the table of APPENDIX A.

- 24.1.3.** In this clause the following definitions apply:
 - 24.1.3.1.** Afternoon shift shall mean any shift finishing after 6.00 p.m. and at or before midnight.
 - 24.1.3.2.** Night shift shall mean any shift finishing subsequent to midnight and at or before 8.00 a.m.
- 24.1.4.** A Distant Employee who works a seven day continuous roster shall be paid an allowance in lieu of afternoon and night shift allowances

and payment for any rostered overtime shift included in the cycle. This allowance shall be determined at each location by Holcim and will be calculated on an annual basis.

24.1.4.1. Where a Distant Employee works a seven day continuous roster which operates over a four week, average of 38 hours per week roster pattern shall be paid the equivalent of a shift allowance of 40% of the Employee's base rate for time worked on the weekend.

24.1.5. 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. An Employee who is directed by their authorised Manager to work in excess of the ordinary hours prescribed in clause 21 shall be paid in accordance with this clause.

25.2. Limitation on payment of overtime

An Employee whose position has been graded a Job Grade 9 or above in accordance with the job grading system used by Holcim will not be eligible for the payment of overtime.

25.3. Payment for approved 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); 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.

25.4. 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.
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Saturdays	Time and a half for the first two hours and double time thereafter calculated on the Employee's base rate of pay.
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Sundays	Double time calculated on the Employee's base rate of pay.
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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.
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Clause 33 – Public Holidays	Ordinary time plus time and a half (i.e. total double time and a half) calculated on the Employee's base
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rate of pay.

25.5. An Employee, after the completion of overtime shall be entitled to ten consecutive hours off duty. If, on the instruction of Holcim, an Employee resumes work without having ten consecutive hours off duty, double time shall be paid for all time worked until the Employee has a ten hour break.

25.6. Where overtime is not continuous with ordinary working hours, an Employee shall be paid for a minimum of four hours work. This clause shall not apply where it is customary for the Employee to perform a specific job outside ordinary working hours.

25.7. 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.

25.8. Meal allowance

25.8.1. As per the relevant table in APPENDIX A an Employee required to work unscheduled overtime in excess of two hours after the completion of his or her ordinary working hours shall be paid a meal allowance for the first meal and for each subsequent meal after a further four hours overtime, if required to continue working after such four hours.

25.8.2. A meal allowance is not payable where:

25.8.2.1. Holcim provides the Employee with a meal;

25.8.2.2. the Employee can conveniently return home for a meal;

25.8.2.3. the Employee has been notified on the previous day or earlier that he or she will be required to work overtime.

25.8.3. Where an Employee has provided a meal or meals on the basis that he or she has 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 he or she has provided.

26. TRAVEL FOR DISTANT EMPLOYEES

26.1. Where a Distant 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 paid rostered hours to complete such travel (in each direction).

26.2. Where a Distant Employee requires greater than three hours to travel 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.

- 26.3.** 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.
- 26.4.** 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.
- 26.5.** Where Holcim has agreed to be responsible for the Employee's transport to and from the Employee's scheduled place of work (and return), no change may be made to the Employee's point of hire without Holcim's agreement.
- 26.6.** Where a Distant 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 and where the travel required would incur an additional cost to Holcim and require additional travel time from that allocated to the Employee in accordance with clause 26.1, 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.

PART 7 – LEAVE AND PUBLIC HOLIDAYS

27. ANNUAL LEAVE

- 27.1.** A full-time Employee is entitled to four weeks of paid Annual leave during each year of continuous service in accordance with the NES.
- 27.1.1.** A part-time Employee is entitled to a pro-rata portion of the full-time entitlement to annual leave.
- 27.2.** For a Distant worker, Holcim may reasonably require that the Employee takes Annual leave in accordance with the Employee's roster pattern.
- 27.3.** A Casual Employee is not entitled to Annual leave.
- 27.4.** Annual leave is payable at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.
- 27.5.** 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.
- 27.6. Taking Leave**
- 27.6.1.** 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.

27.6.2. Where an Employee has an entitlement to Annual leave that exceeds four weeks, Holcim may direct the Employee to take such leave.

27.6.3. Unless otherwise agreed, an Employee shall not be directed to take Annual leave without having at least one month's previous notice.

27.7. At the time of termination of employment, all unused accrued Annual leave shall be paid to the Employee.

27.8. Cashing out of Annual leave

27.8.1. 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

27.8.2. 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

27.8.3. the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave.

27.9. In addition to the Annual leave prescribed above, a Seven Day Continuous Shift Employee shall be entitled to one additional week of Annual leave including non working days.

27.9.1. Where an Employee is engaged for part of the year as a Seven Day Continuous Shift Employee, he or she shall be entitled to proportionate additional leave prescribed by this clause at the rate of a half day for each month the Employee is continuously engaged as a seven day worker.

27.10. Shut Down

27.10.1. 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.

27.10.2. 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.

27.11. Loading on annual leave

27.11.1. 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.

27.11.2. Except that a Seven Day Continuous Shift Worker, in place of the annual leave loading prescribed in clause 27.11.1 shall be paid for

his or her Annual leave at the average rate paid as if working, including the shift provisions prescribed in clauses 22 and 24 - Shift work.

27.11.3. 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.

27.11.4. 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.

28. PERSONAL LEAVE

28.1. A full time Employee is entitled to ten days of paid Personal leave for each year of continuous service in accordance with the NES.

28.2. A Casual Employee is not entitled to paid Personal leave.

28.3. Personal leave includes paid sick leave and paid carer's leave.

28.3.1. A Full-time Employee is entitled to paid Personal leave where:

28.3.1.1. the Employee is unfit for work due to suffering from an illness or injury; or

28.3.1.2. 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.

28.3.2. Personal leave is payable at the Employee's full rate of pay for the Employee's ordinary hours of work during the period.

28.4. 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.

28.5. Where an Employee is absent on personal leave, he/she shall, where practicable, prior to the commencement of his/her rostered start time, notify Holcim of his/her inability to attend for duty.

28.6. Where it is not practicable for the Employee to provide prior notice, the Employee must notify Holcim as soon as is reasonably practicable.

28.7. Notice of the Employee must include:

28.7.1. The nature of the illness (if known) and/or requirement to take personal leave; and

28.7.2. If Carer's leave, the name of the person requiring care or support and the relationship to the Employee;

28.7.3. How long the Employee expects to be away from work.

28.8. Documentary evidence for both paid and unpaid Personal Leave is required after the first single day of absence in any twelve month period in relation to a period of Sick Leave or Carer's Leave taken (or to be taken).

28.8.1. For Sick Leave, the Employee must provide Holcim with reasonable evidence such as a medical certificate confirming that he or she was, is or will be unable to attend work due to the Employee being unfit for work because of personal illness or injury.

28.8.2. For Carer's Leave, the Employee must provide Holcim with reasonable evidence such as a medical certificate confirming that an Immediate Family Member had, has or will have a personal illness or injury during the period; or

28.8.2.1. 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.

28.9. An Employee will not be entitled to paid Personal Leave for any period in respect of which he or she is receiving workers' compensation.

28.10. Entitlement to unpaid Carer's leave

28.10.1. Subject to the evidentiary and notice requirements in clause 28.8 an Employee (including a Casual Employee) is entitled to up to 2 days of unpaid carer's leave for each occasion where:

28.10.1.1. a member of the Employee's immediate family requires care or support due to an illness, injury or an unexpected emergency; and

28.10.1.2. the Employee (other than a Casual) has exhausted all paid personal leave entitlements.

28.11. 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.

28.12. An Employee whose application for Personal leave is not approved will be subject to Holcim's disciplinary procedures for any such absence.

29. COMPASSIONATE LEAVE

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

29.2. 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:

29.2.1. contracts or develops a personal illness that poses a serious threat to his or her life; or

29.2.2. sustains a personal injury that poses a serious threat to his or her life; or

29.2.3. dies.

29.3. 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.

29.4. 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.

30. COMMUNITY SERVICE LEAVE

30.1. An Employee is entitled to Community Service Leave in accordance with the NES to attend:

30.1.1. jury service; or

30.1.2. a voluntary emergency management activity with a recognised body to deal with an emergency or natural disaster.

30.2. Jury Service

30.2.1. An Employee attending jury service during his/her ordinary hours shall be reimbursed by Holcim an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount he/she would have received in respect of the ordinary time he or she would have worked had the Employee not attended jury service.

30.2.2. Where an Employee is required to attend for jury service the Employee shall:

30.2.2.1. notify Holcim as soon as practicable of the date upon which the Employee is required to attend;

30.2.2.2. provide proof of attendance;

30.2.2.3. provide the duration of such attendance;

30.2.2.4. provide proof of any amounts received in respect of such jury service;

30.2.2.5. return to work should the Employee be released from jury service within their ordinary hours of work.

31. PARENTAL LEAVE

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

32. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

32.1. An Employee who is a parent, or has the responsibility for the care of a child, may request Holcim change their working arrangement to assist the Employee to care for the child if the child:

32.1.1. is under school age; or

32.1.2. is under 18 years of age and has a disability.

32.2. The Employee is not entitled to make the request unless:

32.2.1. The Employee (other than a Casual Employee) has completed at least 12 months of continuous service with Holcim immediately before making the request; or

32.2.2. For a Casual Employee- the Employee:

32.2.2.1. is a long term Casual Employee of Holcim immediately before making the request; and

32.2.2.2. has a reasonable expectation of continuing employment by Holcim on a regular and systematic basis.

32.3. The request must be in writing and set out the details of the change sought and of the reasons for the change.

32.4. Holcim must give the Employee a written response to the request within 21 days of the request being made stating whether Holcim grants or refuses the request.

32.5. Holcim may only refuse the request on reasonable business grounds.

32.6. Where Holcim refuses the request, the written response under sub-clause 32.4 must include the details of the reasons for the refusal.

33. PUBLIC HOLIDAYS

33.1. An Employee is entitled to be absent from his or her employment on a day or part-day that is a Public Holiday in the place where the Employee is based for work purposes.

33.2. 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.

33.3. Holcim may request an Employee to work on a Public Holiday if the request is reasonable.

- 33.4.** A Distant Employee will be required to work on a Public Holiday should the Public Holiday fall during the Employee's usual roster pattern.
- 33.5.** 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.
- 33.6.** 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.
- 33.7.** 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.
- 33.8.** 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.
- 33.9.** 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.
- 33.10.** 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.

34. LONG SERVICE LEAVE

34.1. Entitlement to leave

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

34.2. Period of leave

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

34.2.1.1. 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.

34.2.1.2. 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.

34.2.1.3. 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.

34.2.2. 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.

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

34.2.3.1. resignation or retirement at age 52 or more; or

34.2.3.2. 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.

34.2.4. Subject to clause 34.2.3, 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.

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

34.3. Calculation of continuous service

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

34.3.1.1. Absence on any Annual leave or Long Service Leave;

34.3.1.2. 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;

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

34.3.1.4. 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.

34.3.2. 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:

34.3.2.1. 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.

34.3.2.2. 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.

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

34.3.2.4. 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.

34.3.2.5. 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 his/her absence and is given acknowledgment by Holcim that such reason for absence is acceptable to Holcim.

34.4. 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.

34.5. 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.

34.6. Payment on death

34.6.1. 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:

34.6.1.1. the widow or widower of the Employee;

34.6.1.2. the children of the Employee or any one or more of them;

34.6.1.3. any other persons (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;

34.6.1.4. the legal personal representative of the Employee.

34.6.2. 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.

34.7. Payment for period of leave

34.7.1. 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.

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

34.7.3. 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.

34.8. Method of payment

34.8.1. Payment shall be made in one of the following ways:

34.8.1.1. in full before the Employee goes on leave; or

34.8.1.2. at the same time as the Employee's salary would have been paid if the Employee had remained at work;

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

34.9. Public Holidays and Annual leave during period of leave

34.9.1. Any 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.

34.10. Transferred Employee

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

34.11. Leave to be in satisfaction of all rights

34.11.1. 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 34.

34.12. Records

34.12.1. Holcim shall keep an adequate Long Service Leave record.

34.13. Accrual of Entitlement

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

34.13.2. Long Service Leave entitlement accrues at the following rate:-

34.13.2.1. less than 7 years' continuous employment - nil;

34.13.2.2. 7 years continuous employment and up to one day less than 15 years' continuous employment - 1.0 week per year of applicable service;

34.13.2.3. 15 years or more of continuous employment - 1.4 weeks per year of applicable service;

34.13.2.4. employment - 1.0 week per year of applicable service.

35. SIGNATORIES

Signed for and on behalf of Holcim (Australia) Pty Ltd:

Name: Glenda Harvey

Signature: 

Date: 23 December 2013

Address: Tower B, Level 8, 799 Pacific Highway
Chatswood NSW 2067

The above person is authorised to sign the Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2013 on behalf of Holcim for the following reason/s (e.g. position title):

Executive General Manager, Human Resources

Signed for and on behalf of the Representative of the Employees:

Name: David Lane

Signature: 

Date: 24 December 2013

Address: 18 Brodie Hall Drive Bentley WA 6102

The above person is authorised to sign the Holcim (Australia) Pty Ltd – South Australia Staff Enterprise Agreement 2013 on behalf of the Employees for the following reason/s (e.g. bargaining agent or representative of the Employees):

President, CSR & Holcim Staff Association.

IMPORTANT

Signing An Agreement:

The Agreement must be signed by:

Holcim; and

a representative of the Employees to the Agreement or a bargaining agent appointed under section 335 of the Act.

The signatures must be accompanied by the full name and address of each person signing the Agreement and an explanation of the person's authority to sign the Agreement.

Holcim must retain a signed copy of an Agreement for the duration of the Agreement and the period of 7 years after the Agreement is terminated.

APPENDIX A

Where an Employee has an entitlement to be paid one of the following amounts prescribed below, Holcim shall pay the relevant amount stated from the first pay period on and from 1 July of the relevant year.

ANNUAL SALARY –MINIMUM RATES FOR ADULT EMPLOYEES (Clause 14)

Level 1

From:	
July 1, 2013	37,754
July 1, 2014	38,887
July 1, 2015	40,054
July 1, 2016	41,256
July 1, 2017	42,494

Level 2

From:	
July 1, 2013	39,312
July 1, 2014	40,491
July 1, 2015	41,706
July 1, 2016	42,957
July 1, 2017	44,246

Level 3

From:	
July 1, 2013	40,738
July 1, 2014	41,960
July 1, 2015	43,219
July 1, 2016	44,516
July 1, 2017	45,851

Level 4

From:	
July 1, 2013	43,538
July 1, 2014	44,844
July 1, 2015	46,189
July 1, 2016	47,575
July 1, 2017	49,002

Level 5

From:	
July 1, 2013	50,027
July 1, 2014	51,528
July 1, 2015	53,074
July 1, 2016	54,666
July 1, 2017	56,306

APPENDIX A (continued)

SUPERANNUATION (Clause 16)

From:	"Holcim Contribution"	"Minimum Contribution Required"
July 1, 2013	12.25%	9.25%

3. ALLOWANCES

Car Allowance (Clause 17)

From:	Per km
July 1, 2013	1.03
July 1, 2014	1.06
July 1, 2015	1.09
July 1, 2016	1.12
July 1, 2017	1.15

First Aid Allowance (Clause 18)

From:	Per week
July 1, 2013	13.86
July 1, 2014	14.28
July 1, 2015	14.71
July 1, 2016	15.15
July 1, 2017	15.60

Meal Allowance (Clause 25.8)

From:	
July 1, 2013	16.02
July 1, 2014	16.50
July 1, 2015	17.00
July 1, 2016	17.51
July 1, 2017	18.04

SHIFT WORK - WEEKEND ALLOWANCES (Clause 22)

Non- continuous shift roster which requires work on either Saturday or Sunday but not both days:

From:	Per shift
July 1, 2013	94.35
July 1, 2014	97.18
July 1, 2015	100.10
July 1, 2016	103.10
July 1, 2017	106.19

APPENDIX A (continued)

Where an Employee works on a non-continuous shift roster which requires work on both Saturday and Sunday:

From:	Per Shift
July 1, 2013	184.01
July 1, 2014	189.53
July 1, 2015	195.22
July 1, 2016	201.08
July 1, 2017	207.11

Minimum Shift Allowance for afternoon or night shift:

From:	Per Shift
July 1, 2013	36.82
July 1, 2014	37.92
July 1, 2015	39.06
July 1, 2016	40.23
July 1, 2017	41.44

LEAVE LOADING (Clause 27.11.1)

Annual Leave Loading Cap

From:	
July 1, 2013	1,860
July 1, 2014	1,916
July 1, 2015	1,973
July 1, 2016	2,032
July 1, 2017	2,093

APPENDIX B

The clauses set out in Appendix B will apply to employees engaged in the following positions:

- i) Agitator Driver
- ii) Concrete Batcher
- iii) Laboratory Tester

The clauses set out in Appendix B do not apply to Distant Employees or a locally engaged employee engaged on a specified shift pattern consistent with clause 24 - Hours and Roster Patterns – Distant Employees.

36. Hours

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

37. Flexible Start Times

- 37.1 Starting times will be staggered between 6am – 7am. Employees will be advised of their rostered start time on the preceding day.
- 37.2 Any start prior to 6am 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 6am onwards an Employee's base rate will be paid for ordinary hours worked.
- 37.3 Nothing in this clause prevents an Employee from seeking an alternative working arrangement under the provisions of Clause 6 – Individual Flexibility Arrangements.

38. Overtime

- 38.1 An Employee who is directed by their manager to work in excess of those ordinary hours shall be paid 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.

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.

38.2 In the event that an employee is sent home from a day shift for a 10 hour break without working a minimum of 7.6 hours, and the Employee is required to return to work later that day, the Employee will be paid 7.6 hours for that day shift. Payment for subsequent hours will be in accordance with clause 25.6.

39. Non-continuous night shift

39.1 An employee who commences work between 4pm and finishing subsequent to midnight and at or before 8am will be paid a shift allowance of 20% on ordinary hours. After 7.6 hours, overtime rates will be paid.

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

39.3 For a non-continuous shift roster requiring work on a Friday night – Saturday, employees will receive a weekend allowance in accordance with Appendix A (currently \$94.35) in addition to the normal shift penalty.

40. Additional Allowances

40.1 Batching

40.1.1 Drivers who perform the batching function will receive an allowance as follows for each day on which they undertake the function:

From:	Per day
July 1, 2013	\$25.00
July 1, 2014	\$25.75
July 1, 2015	\$26.52
July 1, 2016	\$27.32
July 1, 2017	\$28.14

40.2. Driver Training

40.2.1 The Company may direct an Employee it determines to be suitably qualified, to deliver driver training.

40.2.2 An Employee delivering driver training will be paid an allowance for each day this task is performed as follows:

From:	Per day
July 1, 2013	\$20.00
July 1, 2014	\$20.60
July 1, 2015	\$21.22
July 1, 2016	\$21.86
July 1, 2017	\$22.52

Appendix C

The Urban Superway Project Allowance as determined in April 2012 will continue to be paid to Concrete Batchers and Laboratory Testers for the life of the project.



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Application for approval of the Holcim (Australia) Pty Ltd- South Australia Staff Enterprise Agreement 2013 (the Agreement)

Holcim (Australia) Pty Ltd (Holcim) hereby undertakes, for the purpose of approval of the Agreement:

1. That the rates of pay contained within Appendix A, Clause 1 will only apply to the extent that the Agreement rates provided are higher than those provided under the relevant Modern Awards.
2. Where the Agreement rates are lower than the relevant Modern Award rates, Holcim commits to ensure that employees are paid in accordance with the relevant Modern Award rates.

A handwritten signature in blue ink that reads 'Jayne Ridge'.

Jayne Ridge

Employee Relations Specialist

Holcim (Australia) Pty Ltd

Jayne.ridge@holcim.com

(08) 9212 2028



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AG2013/12831
Application for approval of the Holcim (Australia) Pty Ltd- South Australia- Staff
Enterprise Agreement 2013 (the Agreement)

UNDERTAKING

Holcim (Australia) Pty Ltd hereby undertakes, for the purpose of approval of the Agreement, that Holcim Super will not be applied as a default fund unless or until it offers a MySuper product.

A handwritten signature in blue ink that reads 'Jayne Ridge'.

Jayne Ridge

Employee Relations Specialist

Holcim (Australia) Pty Ltd

Jayne.ridge@holcim.com

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