

**REID CONSTRUCTION
SYSTEMS AND UNITED
WORKERS UNION
ENTERPRISE
AGREEMENT 2023**

**Reid Construction Systems and United Workers Union
ENTERPRISE AGREEMENT 2023**

1. TITLE

This Agreement shall be known as the **Reid Construction Systems and United Workers Union Enterprise Agreement 2023** (the "Agreement").

2. ARRANGEMENT

The arrangement of this Agreement shall be as follows:

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3. PERIOD OF OPERATION

This Agreement will commence operating 7 days after it is approved by the Fair Work Commission ("Commencement Date") and shall remain in force until 30 October 2027.

4. PARTIES BOUND

4.1 This Agreement shall be binding upon:

- a) the United Workers Union, 833 Bourke Street Docklands Victoria 3008, and its members ("the Union");
- b) ITW Australia Ply Ltd, trading as Reid Construction Systems, (ACN 63 004 235 063), at 1 Ramset Drive, Chirnside Park, Victoria, 3116 ("the employer"); and
- c) all employees as specified in clause 5.1 of this Agreement, ("the employees").

5. COVERAGE OF THIS AGREEMENT

5.1 Subject to clause 3 - Period of Operation, this Agreement shall apply to all persons:

- a) who are employed by Reid Construction Systems a division of ITW Australia Pty Ltd; and
- b) who perform manufacturing work associated with flooring and construction products, covered by the classifications specified in the Agreement, and defined in clauses 22 and 23; and
- c) are employed by the employer on the site at 1 Ramset Drive, Chirnside Park, Victoria, 3116.

6. INTERPRETATION OF AGREEMENT AND DEFINITIONS

6.1 Definitions

- a) Act means Fair Work Act 2009 (Cth).
- b) Award means the **Manufacturing and Associated Industries and Occupations Award 2020**.
- c) Acid curing, cold curing or vapour curing shall include only curing by bi-sulphide of carbon or di-sulphide of carbon or benzene with chloride of sulphur or any other substance declared to be offensive and/or injurious by the applicable Occupational Health and Safety Legislation or regulations or the site OHS Committee.
- d) Afternoon shift means any shift finishing after 8.00 p.m. and at or before midnight. Where an existing afternoon shift in an establishment or a section of an establishment finishes at an earlier hour, the employer, and the majority of employees in an establishment, or a section of an establishment may agree to change the arrangement.

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- e) Continuous work means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer. In any factory or department or section of a factory where only two shifts are worked in each 24 hours and a third shift is introduced, the employees in such department or section shall not be regarded as continuous shift workers if the starting and finishing times of one or more of such shifts overlap. For the workers involved in the third shift to be considered as continuous shift workers, the third shift must continue for a period exceeding three consecutive weeks at any one period and must exceed a total of twelve weeks in any one year.
- f) Five-day shift work means work carried on with consecutive shifts throughout the 24 hours of *five* days of the week between the hours of 11.00 p.m. Sunday and 8.00 a.m. on Saturday without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the employer.
- g) Night shift means any shift finishing after midnight and at or before 8.00 a.m. Where an existing night shift in an establishment or a section of an establishment commences or finishes at an earlier hour, the employer, and the majority of employees in an establishment or a section of an establishment may agree to change the arrangement.
- h) Rostered shift means a shift of which the employee concerned has had at least 48 hours' notice.
- i) Seven-day shift work means work carried on with consecutive shifts throughout the 24 hours of each of the seven days of the week without interruption except during breakdowns or meal periods or due to unavoidable causes beyond the control of the employer.
- j) The definition of a 'shiftworker' for the purposes of the additional week of leave provided for in the NES, is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.
- k) Union means the United Workers Union.
- l) Calculation of continuous service for the purposes of this Agreement shall be as prescribed in the Annual leave clause of this Agreement.

7. NO EXTRA CLAIMS PROVISION

It is a term of this Agreement that no party shall pursue any extra claims during the nominal life of this Agreement.

8. SAVINGS PROVISION

No employee will, as a result of the making of this Agreement, suffer any loss of wages or other employment conditions to which the employee is entitled prior to the date of the coming into operation of this Agreement except where specifically provided for by this Agreement.

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9. ANTI-DISCRIMINATION

- 9.1 It is the intention of the parties to this Agreement to help prevent and eliminate discrimination based on race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 9.2 Accordingly, in fulfilling their obligations under the Agreement's disputes procedure, the parties must make every reasonable endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly unlawfully discriminatory in their effects.
- 9.3 Nothing in this clause is to be taken to affect:
- a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation.
 - b) An employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Australian Human Rights Commission.

10. CONSULTATION

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

Major change

- 10.2 For a major change referred to in paragraph 10.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) sub-clauses 10.3 to 10.9 apply.
- 10.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

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- 10.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion-provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 10.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 10.2(a) and sub-clauses 10.3 and 10.5 are taken not to apply.
- 10.9 In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
- or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in paragraph 10.1(b)
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) sub-clauses 10.11 to 10.15 apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

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- (b) the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion-provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change;and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees;and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

10.16 Inthisterm:

relevant employees means the employees who may be affected by a change referred to in sub-clause 10.1.

11. DISPUTES PROCEDURE

11.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) as to the wages or conditions of employment (including any dispute that may arise in respect to the National Employment Standards) of any of the employees covered by this Agreement shall be settled in the following manner:

11.2 In the first instance, the parties will attempt to resolve the matter in dispute at the workplace by discussions between the employee(s) concerned and the relevant supervisor. The employee may appoint another person to represent them, including a union delegate.

11.3 If such discussions do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The employee may invite a representative, including the union organiser, to be involved in the discussions.

11.4 If the matter in dispute remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a representative, including a more senior

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union official, to be involved in the discussions. The provisions of this sub-clause need not apply unless either party requests otherwise.

- 11.5 If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to the Fair Work Commission ('the Commission') for conciliation, and, if necessary, arbitration.
- 11.6 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench. Until the matter in dispute is determined, the status quo will prevail.
- 11.7 Powers of the Commission under the dispute's procedure. If arbitration is necessary, the parties agree that the Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 11.8 In order to facilitate the disputes procedure in this clause:
- a) The party with the grievance must notify the other party at the earliest opportunity of the problem;
 - b) Throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
 - c) Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

12. DISCIPLINARY PROCEDURE AND TERMINATION

Position to remove and refer to ITW's internal policy?

13. COPY OF AGREEMENT

Each employee shall upon request be supplied with a copy of this Agreement.

14. CONSULTATIVE MECHANISM

The parties to this Agreement, being the employer, employees and nominated representatives, including the Union, may establish a mechanism and procedures which enable them to communicate and consult about matters arising under this Agreement or matters which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

15. EMPLOYEE DUTIES

- 15.1 To become entitled to payment of a weekly wage, an employee must perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee affected and in accordance with the terms of this Agreement.
- 15.2 The employer may direct an employee to carry out such duties as are within the limits of

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the employee's skill, competence and training consistent with the classification structure of this Agreement, provided that such duties are not designed to promote deskilling.

- 15.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 15.4 Any direction issued by the employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

16. EMPLOYMENT CATEGORIES

16.1 Engagement of employees

An employee may be engaged as either a full-time, part-time or a casual employee.

16.2 Probationary Period and Qualifying Period of Employment

The employer may initially engage a full-time or part-time employee for a maximum probationary period of six months for the purpose of determining the employee's suitability for ongoing employment. The probationary period shall also constitute the maximum qualifying period of employment. The employee must be advised in writing in advance that the employment is probationary, the duration of the probationary period, and that the probationary period also constitutes the qualifying period of employment. Probationary employment forms part of an employee's period of continuous service.

16.3 Full-time employment

Any employee not specifically engaged as a part-time or casual employee is for all purposes of this Agreement a full-time employee.

16.4 Part-time employment

- a) The employer may employ regular part-time employees in any classification in this Agreement.
- b) A regular part-time employee is an employee who:
- i. works less than full-time hours of 38 per week; and
 - ii. has reasonably predictable hours of work; and
 - iii. receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
- c) At the time of engagement, the employer and the regular part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.
- d) Any agreed variation to the regular pattern of work will be recorded in writing.
- e) The employer is required to roster a regular part-time employee for a minimum of four consecutive hours on any shift. In order to meet an employee's personal circumstances a casual employee may request, and the employer may agree to an engagement for no less than 3 hours' of work.

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- f) An employee who does not meet the definition of a regular part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with this Agreement.
- g) All time worked in excess of the hours as mutually arranged will be overtime and paid for at the overtime rates prescribed in this Agreement.
- h) A regular part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/138th of the weekly rate prescribed for the class of work performed.

16.5 Casual employment

- a) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated based on one thirty-eighth of the weekly rate prescribed in this Agreement for the work being performed plus a casual loading of 25%. The loading constitutes part of the casual employee's all-purpose rate. This casual loading is paid in lieu of the employee/s entitlement to paid annual leave, paid personal/carers leave, paid public holidays and other entitlements not applicable to casual employment.
- b) A casual employee must be paid for a minimum of four consecutive (4) hours' work. In order to meet an employee's personal circumstances a casual employee may request, and the employer may agree to an engagement for no less than 3 hours' of work.
- c) Other than the exceptions covered by the casual loading, casual employees will be employed on the same terms and conditions as apply to other employees who are covered by this Agreement.
- d) The duty to notify and consult set out in the Consultation clause in this Agreement applies to the employment of directly employed casual labour.
- e) In order to enhance job security, it is an objective of this Agreement to maximise the use of permanent employment at the enterprise.
- f) Conversion to Ongoing Employment.
 - i. A casual employee, other than an irregular casual employee who has been engaged by the employer for a sequence of periods of employment under this Agreement during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
 - ii. An "irregular casual employee" is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
 - iii. The employer shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.
 - iv. Any such casual employee who does not within four weeks of receiving written notice elect to *convert* his or her ongoing contract of employment to a full-time employment or a part-time employment will be deemed to

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have elected against any such conversion.

Any casual employee who has a right to elect under clause 16.5 e) i upon receiving notice under clause 16.5 e) iii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice, the employer shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

- v. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- vi. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with this clause, the employer and employee in accordance with this subparagraph and subject to clause shall discuss and agree upon:
 - 1. which form of employment the employee will convert to, that is, full-time or part-time; and
 - 2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in the Part-time clause of this Agreement.
- ix) Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.
- x) Following such agreement being reached, the employee shall convert to full-time or part-time employment.
- xi) Where, in accordance with this clause the employer refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- xii) Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- xiii) The employer when engaging a person for casual employment must inform the employee then and there that the employee is to be employed, as a casual, stating by whom the employee is employed, the job to be performed and classification level, the actual or likely number of hours required, and the relevant rate of pay.
- xiv) The employer shall give to a casual employee who has been engaged for

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one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of the employer stating:

1. The name and address of the employer;
 2. If the employee has been engaged by the employer to perform work on hire to another person or company or is regularly engaged to perform work on hire to other persons or companies, a statement to that effect.
 3. The job to be performed and the classification level on which the employee has been or is likely to be engaged;
 4. As far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;
 5. The contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment;
 6. It shall be sufficient compliance with this clause if the employer gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.
- xv) An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.
- g) Caring responsibilities
- i) Subject to the evidentiary and notice requirements in the Personal Leave clause, casual employees are entitled to not be available to attend work, or to leave work:
 1. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 2. upon the death in Australia of an immediate family or household member.
 3. This provision will be applied in a manner that is consistent with the National Employment Standards.
 - ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

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17. ABANDONMENT OF EMPLOYMENT

Subject to the provisions of the NES, the absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer as required by this Agreement shall be prima facie evidence that the employee has abandoned their employment.

17.1 If within a period of fourteen days from:

- a) their last attendance at work; or
- b) the date of their last absence in respect of which notification has been given or consent has been granted;
- c) an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, the employee shall be deemed to have abandoned the employment.

17.2 Termination of employment by abandonment in accordance with this clause shall operate:

- a) from the date of the last attendance at work; or
- b) the last day's absence in respect of which consent was granted; or
- c) the date of the last absence in respect of which notification was given to the employer,
- d) whichever is the later.

This provision will be applied in a manner that is consistent with the National Employment Standards.

18. ABSENCE FROM DUTY

Unless a provision of this Agreement or the National Employment Standards states otherwise, an employee not attending for duty will lose their pay for the actual time of such non-attendance.

19. STAND DOWN OF EMPLOYEES

19.1 The employer shall have the right to deduct payment for any day an employee cannot be usefully employed because of any strike or any breakdown in machinery or any stoppage of work through any cause for which the employer cannot reasonably be held responsible. This right is subject to the following conditions:

19.2 If the employer proposes to exercise the right conferred by this clause, the employer shall notify each employee affected. During the period such notification remains in force, the employee shall be deemed to be stood down for the purpose of this clause.

19.3 Any employee who is stood down under this clause shall be treated for all purposes 'without prejudice'

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(other than payment of wages) as having continuity of service and employment.

- 19.4 Any employee who is stood down under this clause, may at any time during the period of stand down, terminate their employment without notice. The employee shall be entitled to receive as soon as practicable, all wages and other payments to which there was an entitlement at the time of termination.
- 19.5 Any employee whose employment is terminated under 19.4 hereof shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the employer.
- 19.6 Any employee who is stood down under this clause is entitled to take other employment. It shall be a reasonable excuse for not reporting for duty following a shut down that the employee is working out a period of notice not exceeding two weeks which the employee is required to give in such other employment.
- 19.7 Any employee whom the employer proposes to stand down under this clause shall be entitled to elect to take any annual leave to which they are entitled, or which is accruing to them.
- 19.8 The employer shall not be entitled to deduct payment for any day prescribed by the Agreement as a public holiday which occurs during the period in which any employee is stood down.

20. TERMINATION OF EMPLOYMENT

20.1 Notice of termination by employer

- a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

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- b) In addition to the notice in a), employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service shall be entitled to an additional weeks' notice.
- c) Payment in lieu of the notice prescribed in 20.1 a) and/or 20.1 b) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) For the purposes of this clause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.

20.2 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

the employee's ordinary hours of work (even if not standard hours); and

- (a) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (b) any other amounts payable under the employee's contract of employment.

20.3 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct, including for malingering, inefficiency or neglect of duty;
- (c) to employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

Note: The company undertakes that the termination provisions for apprentices shall be as specified by the relevant State Training Authority in accordance with the National Employment Standards.

20.4 For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by the annual leave clause of this Agreement.

20.5 Notice of termination by employee

- a) The notice of termination required to be given by an employee shall be the same as that required of the employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- b) Where an employee and employer agree, the employee may be released prior to the expiry of the notice period with payment of wages to the date of termination only.

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20.6 Job search entitlement

Where the employer has given notice of termination to an employee, an 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 convenient to the employee after consultation with the employer.

20.7 Transfer of business

Where a business is transmitted from one employer to another, as set out in the Redundancy clause of this Agreement, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

21. REDUNDANCY

21.1 Employer to hold discussions

- a) Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Union if employee is a union member and/or with any employee nominated representative.
- b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of a) and shall cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- c) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the nominated representative and/or Union (if applicable), the following relevant information about the proposed terminations: the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interest.

21.2 Redundancy pay

- a) An employee whose employment is terminated for reasons set out in 21.1 shall be entitled redundancy pay on the following basis:

Period of Continuous Service	Redundancy Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	13 weeks' pay
5 years and less than 6 years	16 weeks' pay

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6 years and less than 7 years	19 weeks' pay
7 years and less than 8 years	22 weeks' pay
8 years and less than 9 years	25 weeks' pay
9 years and less than 10 years	28 weeks' pay
10 years and less than 11 years	31 weeks' pay
11 years and less than 12 years	34 weeks' pay
12 years and less than 13 years	37 weeks' pay
13 years and less than 14 years	40 weeks' pay
14 years and less than 15 years	43 weeks' pay
15 years and less than 16 years	45 weeks' pay
16 years and less than 17 years	48 weeks' pay
17 years and over	52 weeks' pay

- b) Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude overtime, penalty rates, disability allowance, shift allowance, special rates, fares and traveling allowances, bonuses and any other ancillary payments of a like nature.

21.3 Employee leaving during notice

An employee whose employment is terminated for reasons set out in 21.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

21.4 Alternative employment

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee. This provision does not apply in circumstances involving transmission of business as set out in this clause.

21.5 Time off during notice period

- a) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For the purpose of this clause a statutory declaration sworn by the employee will be sufficient.
- c) The job search entitlements under this sub-clause apply in lieu of the provisions of 20.6.

21.6 Notice to Commonwealth Agency

Where a decision has been made to terminate employees in the circumstances outlined in 21.1, the employer shall notify the relevant Commonwealth agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended

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to be carried out.

21.7 Transfer of business

- a) The provisions of this clause are not applicable where a business is, after the date of this Agreement, transmitted from the employer (in this sub-clause called the transmitter) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:
- b) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- c) Where the employee rejects an offer of employment with the transmittee:
 - i. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - ii. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- d) The Commission may vary a) if it is satisfied that this provision would operate unfairly in a particular case.
- e) In this clause:
 - i. business includes all and any part of the employer's business; and
 - ii. transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and
 - iii. transmitted has a corresponding meaning.

21.8 Employees exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies dismissal, including but not limited to, malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, probationary employees, trainees or employees engaged for a specific period of time or for a specified task or tasks.

22. CLASSIFICATIONS

22.1 Manufacturing/Production Employee Level 1 (MP-1)/(C14) | Process/Assembly/Packer Worker, entry level

(a) Definition

Means an employee undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety,

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equal employment opportunity and quality control/assurance.

(b) Skills

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

Performs routine duties associated with the relevant manufacturing process including labouring and cleaning duties.

Exercises minimal judgement.

Works under direct supervision in the following functions:

- housekeeping duties;
- assisting machine operators;
- uses selected hand tools; or
- maintains simple records.

Is undertaking structured training to enable them to work at the C13 level.

(c) Indicative tasks which an employee at this level may perform:

- housekeeping duties;
- assisting machine operators;
- uses selected hand tools; or
- maintains simple records.

(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function to enable them progression to the next level.

22.2 Manufacturing/Production Employee Level 2 (MP-2)/(C13) / Process/Assembly/Packer Worker

(a) Definition

Means an employee who has completed up to three months structured training to enable the employee to perform work within the scope of this level.

(b) Skills

An employee at this level performs work *above* and beyond the skills of an employee at C14 level and to the level of their skills, competence and training.

Works under direct supervision either individually or in a team environment.

Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviation/faults.

(c) Indicative tasks which an employee at this level may perform;

- repetition work on automatic, semi-automatic or single purpose machines or equipment;

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- assembles components using basic written, spoken and/or diagrammatic instructions in an assembly environment;
- ability to measure accurately using gauges and meters;
- maintains records;
- performs basic test functions;
- operates hand operated transport and lifting devices;
- operate granulating or reclaiming or crumbing or shredding machine;
- trimming / cutting / gluing / sealing / assembling or wrapping finished goods;
- operates slitting and/or setting machine;
- operates machinery that requires basic set up skills;
- operates automatic and manual press machines; or

(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function to enable them to progress to the next level as a position becomes available.

22.3 Manufacturing/Production Employee Level 3 (MP-3)/(C12) / Machine Setter/Operator and/or Production Material Handler

(a) Definition

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of their training for this level including appropriate certification.

(b) Skills

Is responsible for the quality of their own work subject to routine supervision.

Works under routine supervision either individually or in a team environment.

Exercises discretion within their level of skills and training.

Assists in the provision of on-the-job training.

(c) Indicative tasks which an employee at this level may perform;

- operates with flexibility between assembly/process stations;
- operates machinery and equipment requiring the exercise of skill, knowledge and discretion beyond that of an employee at level C13;
- basic tracing and sketching skills;
- receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- licensed operation of mobile equipment including fork-lifts, hand trolleys, pallet trucks and overhead cranes;
- ability to measure accurately using gauges and meters;
- maintains records;
- operates mixing and milling machines where duties require set up and operating skills.

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(d) Promotional criteria

An employee remains at this level until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function to enable them progression to the next level.

22.4 Manufacturing/Production Employee Level 4 - (MP-4)/(C11) / Die Setter, ,
Production Assistant and Laboratory Tester

(a) Definition

An employee at this level performs above and beyond the skills of an employee at C12 and to the level of their training for this level including appropriate certification.

(b) Skills

Works from complex instructions and procedures and exercises discretion within the limit of their skills;

Assists in the provision of on-the-job training;

Coordinates work in a team environment or works individually under general supervision;

Is responsible for assuring the quality of their own work.

(c) Indicative tasks which an employee at this level may perform

- uses precision measuring instruments;
- maintains records;
- machine setting, die setting, loading and operation;
- inventory and store control including:
- licensed operation of all appropriate materials handling equipment;
- use of tools and equipment within the scope of {basic non-trades} maintenance;
- computer operation at a level higher than that of an employee at C12 level;
- intermediate key board skills;
- basic engineering and fault-finding skills;
- performs basic quality checks on the work of others;
- licensed and certified for fork-lift and crane driving operations to a level higher than C12 level;
- has a knowledge of the employer's operation as it relates to production process;
- performs quality control inspections;
- repairing and splicing belting on site;
- operators of calendar, multi-headed extruders, mixing and milling machines where duties require significant set up and operating skills.
- supervises, and performs and implements quality control functions;
- in a laboratory, the employee performs simple routine tests under supervision and communicates test results

{d) Promotional criteria

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An employee remains at this level until they are capable of effectively performing, through assessment or appropriate certification, the tasks required of this function to enable them progression to the next level.

22.5 Manufacturing/Production Employee Level 5 (MP-5)/(C10) /, Quality Inspector, Die Setter Trade Level, Maintenance Fitter, Electrician, Toolmaker

(a) Definition

A production systems employee works above and beyond an employee at C11 level and to the level of their training, applies the skills acquired through the successful completion of a Certificate Level III or equivalent qualification in the production, distribution, or stores functions according to the needs of the enterprise.

(b) Skills

Understands and applies quality control techniques.

Exercises good interpersonal communication skills.

Exercises discretion within the scope of this grade.

Exercises keyboard skills at a level higher than C11.

Performs work under limited supervision either individually or in a team environment.

Inspects products and/or materials for conformity with established operational standards

(c) Indicative tasks which an employee at this level may perform

- approves and passes first off samples and maintains quality of product;
- works from production drawings, prints or plans;
- operates, sets up and adjusts all production machinery in a plant including production process welding to the extent of training;
- can perform a range of engineering maintenance functions;
- manufacturing operations at a level higher than C11;
- operates all lifting equipment;
- maintains records;
- basic production scheduling and materials handling within the scope of the production process or directly related functions within raw materials/finished goods locations in conjunction with technicians;
- understands and applies computer techniques as they relate to production process operations;
- high level stores and inventory responsibility beyond the requirements of an employee at C11 level;
- assists in the provision of on-the-job training in conjunction with trades persons and trainers;
- has a sound knowledge of the employer's operations as it relates to the production process.

22.6 Wage Group C9 and higher, defined as per the Award.

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23. WAGE RATES

23.1 An employee shall be paid no less than the appropriate weekly minimum Award wage, as per the table below as follows:

CLASSIFICATION	YEAR 1 RATES 1/11/2023 \$ PER HOUR 4%	YEAR 2 RATES 1/11/2024 \$ PER HOUR 3.5%	YEAR 3 RATES 1/11/2025 \$ PER HOUR 3.5%	YEAR 4 RATES 31/10/2026 \$ PER HOUR 3.0% or CPI*	CLASSIFICATION TITLE	DESCRIPTION
C14	26.85	27.79	28.77	-	Eng./Mfg. Employee Level 1	Process/Assembly/Packer Worker – Entry Level – first 3 months
C13	27.59	28.56	29.56	-	Eng./Mfg. Employee Level 2	Process/Assembly/Packer Worker
C12	31.19	32.28	33.41	-	Eng./Mfg. Employee Level 3	Machine Setter/Operator Material Handler (forklift license)
C11	34.27	35.47	36.71	-	Eng./Mfg. Employee Level 4 or Laboratory Tester	Die Setter, Production Assistant (forklift license) Laboratory Testing
C10	38.23	39.57	40.95	-	Eng./Mfg. Employee Level 5 or Eng. Tradesperson Lev. 1	Leading Hand Trades Level Quality Inspector/Auditor Entry Level Maintenance fitter Level 1 Electrician Level 1 Toolmaker level 1 Die Setter Trades Level
C9	38.99	40.35	41.77	-	Eng. Tradesperson Level 2 Or Eng./Laboratory Technician Level 1	Maintenance Fitter Level 2 Electrician Level 2 Toolmaker Level 2 Quality Inspector/Auditor Level 1 Trades Technician Level 1
C8	40.14	41.55	43.00	-	Eng. Tradesperson Sp. Class Level 1 Or Eng./laboratory Technician Level 2	Maintenance Fitter Level 3 Electrician Level 3 Quality Inspector/Auditor Level 2 Trades Technician Level 2
Leading Hand	Rate/Week	Rate/Week	Rate/Week	Rate/Week		
Level 1	43.75	45.29	46.88	-	Leading Hand Level 1 (3-10 employees)	
Level 2	65.37	67.65	70.02	-	Leading Hand Level 2 (11-20 employees)	
Level 3	83.21	86.12	89.13	-	Leading Hand Level 3 (>20 employees)	

In consideration of the Year 4 adjustment for the agreement, it is agreed that an increase of 3% or the Consumer Price Index (CPI), whichever is greater, shall be applied. The CPI will be determined based on the average percentage change over the preceding year in the eight capital cities specified below:

Sydney, Melbourne, Brisbane, Perth, Adelaide, Hobart. Darwin and Canberra.

This adjustment mechanism ensures that the compensation remains in line with the economic realities, providing a fair and balanced approach to both parties involved in this agreement.

23.2 The above rates are minimums and variations may exist within each level. The above rates shall increase in line with statutory Award rate increases as they occur.

23.3 In circumstances where employees are paid over and above the minimum statutory rates outlined above (as amended from time to time), employees will receive a wage increase as follows:

a) Year 1 - Subject to the making of this Agreement and approval by the Fair Work 'without prejudice'

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Commission, the company will provide a 4% wage increase on or after the first pay period from the 1st November 2023. In year 1 the increase will be back paid to this date following approval of the Agreement by the Fair Work Commission.

- b) Year 2 - Provide a 3.5% wage increase on or after the first pay period from the 1st of November 2024.
- c) Year 3 - Provide a 3.5% wage increase on or after the first pay period from the 1st of November 2025.
- d) Year 4 - Provide a 3.0% or CPI* whichever is greater wage increase on or after the first pay period from the 31st of October 2026.

23.4 Employees who receive Agreement Percentage Wage Increases will not be entitled to receive any increase in line with statutory Award increases however the employer guarantees that an employee's hourly rate of pay will at least be equal to the minimum statutory rate of pay applicable to the class of work the employee is performing.

24. MIXED FUNCTIONS

24.1 Any employee engaged in any one day or shift during ordinary working hours for more than two hours at work in a higher class than the employee is employed to perform, shall be paid for the full day or shift at the highest rate payable for any such work under this Agreement; but if the employee is so engaged for two hours or less the employee shall only be paid at the rates fixed by this Agreement for the work actually performed unless employee and employer mutually agree on the remuneration. Employees being trained at a higher level shall not be classified as such.

24.2 Any employee who is transferred to a lower grade of work than that upon which the employee is usually employed shall be paid at the higher wage for the remainder of the day or shift on which such transfer takes place and from the commencement of the next working day or shift the employee shall be paid at the appropriate wage for the class of work performed.

25. PAYMENT OF WAGES

25.1 When wages are to be paid;

a) Wages shall be available not later than three ordinary working days following the end of the preceding pay week. When an Agreement holiday or a rostered day off pursuant to this Agreement occurs on any of such three ordinary working days, wages shall be available no later than the fourth ordinary working day.

b) An employee's classification level will be printed on his/her payslip.

25.2 Method of paying wages

Wages shall be paid by direct transfer into the employee's bank (or other recognised financial institution) account.

25.3 Payment of wages after termination

On termination of employment, wages due to an employee shall be paid on the day of

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termination. Where the employee is dismissed outside ordinary office hours, the wages due may be paid by direct transfer into the employee's bank (or other recognised financial institution) account on the next working day.

25.4 Payment for average of 38-hour week

Subject to the provisions of this clause, the ordinary hours of work for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days. An employee whose ordinary hours may be more or less than 38 in any particular week of a work cycle, is to be paid the wages on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments each week.

26. ALLOWANCES

26.1 Leading Hand Allowance

- a) Employees appointed by the employer to supervise the work of other employees shall be paid at the rates in the table (clause 23.1) in addition to the rates fixed for the class of work performed by them.
- b) An employee shall not be entitled to a leading hand allowance by reason only of the fact that they are performing work coming under any of the classifications set out in the Classifications clause 22 of this Agreement.

26.2 First aid

- a) The person appointed as first aid attendant shall be paid an allowance of \$0.40 per hour, maximum of \$15.22 per week.
- b) An employee appointed to act as first aid attendant on a relief basis to cover an absence of one day or more, shall be paid the allowance on a daily basis pro rata per day.

26.3 Meal allowance

- a) An employee required to work overtime for more than two hours without being notified on the previous day or earlier of the requirement to work overtime, shall be either supplied with a meal by the employer or be paid the sum of \$13.51 for meal money.
- b) Provided that such payment need not be made to an employee on afternoon or night shift working more than two hours overtime before their ordinary time where such employee has received notification from the employer at least three hours prior to the commencement of the overtime on the same day.
- c) Further provided that if an employee pursuant to notice in that regard, has provided a meal and is not required to work overtime, they shall be paid the meal money for meals so provided; provided that this payment need not be made if the employee concerned could not work overtime on account of a strike by the union or any other union or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the employer could not reasonably prevent.

26.4 Motor vehicle allowance

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An employee who by agreement with the employer uses their own motor vehicle on the employer's business, shall be paid an allowance of \$0.78 per kilometre.

26.5 Special rates

Handlers of carbon black

- (i) Storemen and packers handling carbon black in a bulk store, employees handling carbon black elsewhere before processing; and employees engaged in processing free carbon black shall be paid [87 cents] per hour in addition to the rate fixed for the class of work performed.
 - (ii) Where cleaners are employed sweeping free carbon black or employees are engaged in baling used carbon black bags they shall be paid this allowance.
- a) Employees required to install or repair any type of belting underground in mines shall be paid [27 cents] per hour in addition to the rate fixed for the class of work performed.

Employees whilst required to work in a confined space as defined, shall be paid [69 cents] per hour in addition to the rate fixed for the class of work performed. Confined space means a compartment the dimensions of which necessitate an employee working in a stooped or otherwise cramped position or without proper ventilation.

- b) Hot weather rates - Employees required to work for more than one hour in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid [52 cents] per hour extra and in places where the temperature exceeds 54 degrees Celsius, [69 cents] per hour extra. When the extra rate is claimed by an employee, the supervisor shall take the temperature at the place where the employee is required to work.
- c) Employees engaged in processing free coal dust shall be paid the sum of [38 cents] per hour on and in addition to the rate fixed for the class of work performed.

26.6 Special rates not cumulative

Except for the allowance relating to confined places and hot places:

- a) Where more than one of the disabilities entitling an employee to extra rates as prescribed herein exist on the same job, the employer shall be bound to pay only the highest rate for the disabilities.
- b) The rates prescribed herein shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

26.7 Protective clothing and equipment allowance

- a) Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in a state or Territory covered by this Agreement, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment. The provisions of this paragraph do not apply where the clothing and equipment is paid for by the employer.

- b) The employer shall pay an overall allowance of [35 cents] for each day in respect 'without prejudice'

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of which an employee is entitled to the special rate for handling carbon black. This provision does not apply to employers who provide such employees with two sets of overalls per year.

27. SUPERANNUATION

27.1 Preamble

The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 and the Legislation Amendment (Choice of Superannuation Funds) Act 2004. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

Notwithstanding this, the following provisions also apply.

27.2 Definitions

- a) "Fund" - In this clause all references to "fund" shall mean an Employer Fund, or employee's choice of fund provided that the fund offers a MySuper product.
- b) "Ordinary time earnings" - Means an employee's award classification rate, any over-award payment, leading hand allowance and shift loading, including weekend and public holiday rates where the shift work is part of the employee's ordinary hours of work. All other allowances and payments are excluded.

27.3 Employer contributions

- a) The employer will contribute to an employee nominated fund on behalf of all employees in adherence with legislative requirements (unless higher is negotiated) of employees' ordinary time earnings.
- b) The employer shall provide each employee upon commencement of employment, membership forms for the Employer's Fund, and shall forward the completed membership form to the Fund within fourteen (14) days.
- c) Payments shall be made on a monthly basis covered by pay periods in that month.
- d) Superannuation Contributions for employees on paid leave, workers compensation or accident make up payments.
- e) Superannuation contributions to the Fund will continue to be paid while the employee is absent on paid leave.
- f) In the event of an eligible employee's absence from work due to work related injury or sickness, the employer shall continue to make superannuation contributions for the period of the absence to a maximum of 52 weeks for each injury or sickness.
- g) Provided that in receiving payments, the payment is in accordance with the provisions of the agreement dealing with accident pay.
- h) The employer will continue to contribute the amounts specified in a) The percentage contributions will be based on the employee's Ordinary Time Earnings

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taken from 52 weeks prior to a claim being made or any lesser period actually worked

- i) Contributions shall not be required to be made in relation to any absence from work without pay.

27.4 Employee contributions

- a) Where an employee wishes to make voluntary contributions to the Fund, the employee must authorise the company to deduct from the employee's wages an amount specified by the employee in accordance with the Fund trust deed and rules. Contributions deducted under this provision will be forwarded to the Fund by the company at the same time as the company's contributions made under c).
- b) An employee may vary his or her additional contributions by a written authorisation and the employer must alter the additional contributions within fourteen (14) days of receipt of the authorisation.
- c) Additional employee contributions to the fund requested under this sub-clause shall be expressed in whole dollars.

27.5 Cessation of contributions

The obligations of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.

27.6 Salary Sacrifice for Superannuation

- a) An employee may make an agreement with the employer to participate in a salary sacrifice program in relation to superannuation contributions. The program is voluntary.
- b) The employee must specify an amount as a percentage of ordinary time earnings as defined in b)) by which his or her salary is to be reduced ("the salary sacrifice").
- c) The salary sacrifice will be deducted from the employee's salary and contributed by the employer to the Fund Payments shall be made on a monthly basis.
- d) The employer will continue to calculate the contributions required by 27.3 - Employer Contributions on the basis of the employee's ordinary time earnings before the salary sacrifice is deducted.
- e) After considering the salary sacrifice, an employee shall not receive less than the wage rate specified in this Agreement.
- f) Salary sacrifice deductions will be made during a period of paid leave and the employee will receive the rate of pay specified under this Agreement less the salary sacrifice deduction.
- g) Calculation of salary for the purpose of overtime, leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions i.e. as if the salary sacrifice contributions had not been deducted from the salary.

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- h) Each employee participating in a salary sacrifice program under this sub-clause shall receive written confirmation of relevant information, including the post arrangement gross wage rates, net wage rates and any other payment that may be affected by the arrangement. This written confirmation shall be provided again whenever the employee's wage rate changes.
- i) The employee may revoke the salary sacrifice agreement at any time or vary the amount to be deducted at three (3) monthly intervals.
- j) The employer may change benefits under the program if required to do so by changes to State or Federal legislation. The employer shall consult with employees and any employee nominated person, which may include the Union, prior to any changes being implemented. In the event that amendment to these remuneration arrangements is to be implemented, the employer will provide employees and any nominated person/s (Union) with reasonable notice. Such notice shall be not less than two (2) months unless a shorter time is required to comply with changes to legislation.

28. ORDINARY HOURS OF WORK

28.1 The employer may need to alter the hours of work arrangements depending on the shift arrangements at the enterprise.

28.2 Ordinary hours of work - day workers

- a) Average of 38 ordinary hours
- b) The ordinary hours of work for day workers, subject to the exceptions herein provided, shall be an average of 38 hours per week but not exceeding 152 hours in 28 days.

28.3 Days on which ordinary hours may be worked

The ordinary hours of work may be worked on any day or all the days of the week, Monday to Friday. The days in which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned.

28.4 Spread of ordinary hours

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 a.m. and 6.00 p.m.

28.5 Work outside the spread of hours

Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours, for example for the purpose of getting the plant in a state of readiness for production work, is to be regarded as part of the 38 ordinary hours of work.

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28.6 Ordinary hours beyond eight or ten in any day

The ordinary hours of work shall not exceed ten hours in any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on a day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned.

28.7 Starting and finishing times not to change during work

After the first three weeks of employment, the ordinary starting or finishing time of an employee shall not be changed during the currency of the working week unless overtime is paid. However, the starting or finishing times may be changed without payment of overtime in the case of sickness or accident or breakdown of plant or equipment or with the agreement of the employee/s concerned.

28.8 Ordinary hours of work - continuous shift workers

Subject to 28.10 hereof the ordinary hours of continuous shift workers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any shift, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned.

28.9 Twenty-minute paid meal break

Continuous shift workers are entitled to a twenty-minute meal break on each shift which shall be counted as time worked.

28.10 One shift in each 24 hours

Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

28.11 Ordinary hours of work - non-continuous shifts

Average weekly hours

The ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days unless there is agreement between the employer and the majority of employees concerned.

28.12 Working of ordinary hours and breaks for meals

The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer. An employee must not be required to work for more than five and a half hours without a break for a meal.

28.13 One shift in each 24 hours

Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

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28.14 Ordinary hours not to exceed eight or ten

The ordinary hours of work prescribed in this clause are not to exceed ten hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours is to be subject to the agreement of the employer, the Union and the majority of employees concerned.

28.15 Maximum number of hours

No employee will be required to work for more than twelve hours in any one day or shift, except in the case of a breakdown in machinery or to ensure a continuance of operations. An employee having completed their shift or day's work or additional hours work, shall not be called upon for duty until after a lapse of at least ten hours in the case of day workers and eight hours for shift workers.

28.16 Shiftwork Rosters and Variation to Rostered Shifts

- a) Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shifts.
- b) Rostered shifts for all shift workers may only be changed during the currency of a working week if overtime rates are paid. However, rostered shifts may be changed without payment of overtime rates in the case of sickness, accident, bereavement or breakdown of plant or equipment or mutual agreement or due to capacity constraints.

28.17 Methods of arranging ordinary working hours

Subject to:

- (a) the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in 28.4 hereof; and
- (b) the employer's right to fix the commencing and finishing time of shifts from time to time,

the arrangement of ordinary working hours is to be by agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned.

- c) Matters upon which agreement may be reached include:
 - (i) how the hours are to be averaged within a work cycle established in accordance with a), 28.8 and 28.11 hereof;
 - (ii) the duration of the work cycle for day workers provided that such duration shall not exceed 28 days unless by agreement with the majority of employees concerned;
 - (iii) rosters which specify the starting and finishing times of working hours;
 - (iv) any arrangements of ordinary hours which exceed eight hours in any day.

28.17 Twelve-hour days or shifts

By agreement between the employer, and the majority of employees in the enterprise or part of the enterprise concerned, twelve-hour days or shifts may be introduced subject to:

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- (a) The employer and the employees being guided by occupational health and safety provisions;
- (b) Proper health monitoring procedures being introduced;
- (c) Suitable roster arrangements being made;
- (d) Proper supervision being provided;
- (e) Adequate breaks being provided;
- (f) An adequate trial or review process being implemented through the consultative process outlined in this Agreement.

28.18 Seven Day Shift Operation

- (a) The employer may work a seven-day shift operation in an establishment or a section of an establishment provided that in changing to such an operation, the employer, and the majority of employees in the establishment or section agree to such change after consultation with any employee nominated representative which may include the Union.
- (b) If a minority of employees do not wish to work a seven-day shift operation, they may be transferred to alternative work without prejudice to their existing classification.
- (c) The Dispute Settling Procedure contained herein will be used to deal with any disagreement over a proposed transfer.

28.19 Daylight saving

Where by reason of State legislation, summer time is prescribed as being in advance of the standard time in that State, the length of any shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer time period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

In this clause the expressions standard time and summer time shall bear the same meaning as are prescribed by the relevant State legislation.

28.20 Make Up Time

An employee may elect, with consent of the employer, to work "make up time" under which the employee takes time off during and works those hours at a later time payment to be agreed upon between both parties.

29. SPECIAL PROVISIONS FOR SHIFT WORKERS

- 29.1 By agreement between the employer and the majority of the employees concerned, the span of hours over which shifts may be worked may alter by up to one hour at either end of the span.

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29.2 Afternoon and night shift allowances

- a) An employee whilst on afternoon or night shift shall be paid at the rate of 15% in addition to the employee's ordinary rate for all time worked during ordinary hours.
- b) An employee who is required to work:
 - (i) during a period of engagement on night shift only; or
 - (ii) on night shift for a period longer than four consecutive weeks; or
 - (iii) on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of the time off night shift in each shift cycle,must, during such engagement period or cycle, be paid at the rate of 30% in addition to the employee's ordinary rate for all time worked during ordinary hours.
- c) An employee who works on an afternoon or night shift which does not continue:
 - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six-day workshop (where no more than eight ordinary hours are worked on each shift); or
 - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with subclauses 28.8 and/or 28.11);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

29.3 Rate for working on weekends and public holidays

For work performed between midnight on Friday and the ordinary ceasing time on Saturday, employees working shifts must be paid at the minimum rate of time and a half.

29.4 Seven Day shift workers

Seven-day shift workers must be paid at least:

- (a) time and a half for work performed between midnight Friday and midnight Saturday;
- (b) time and three quarters for work performed between midnight Saturday and midnight Sunday; and
- (c) except as provided for in 29.5 hereof, double time for work performed between midnight and midnight on a holiday.

The rates payable according to 29.3 hereof are to be paid instead of, and not in addition to, the shift premiums prescribed by 29.2 hereof.

Note: The rate at which continuous shift workers are to be paid for work on a rostered shift, the major portion of which is performed on a Sunday or public holiday, shall be double time. The rate at which shift workers on other than continuous work is to be paid for all time worked on a Sunday or public holiday is as follows:

- (i) Sundays - at the rate of double time

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(ii) Public Holidays - at the rate of double time and a half.

29.5 Shift work on public holidays

Seven-day shift workers must be paid at the rate of double time for work performed at any time on a public holiday. However, they may be required to work until the completion of their shifts on public holidays without the payment of holiday rates provided, they are not required to work on the night shift commencing on the holiday.

30. MEAL BREAKS & REST BREAKS

30.1 Meal breaks

An unpaid break of at least 30 minutes shall be allowed for the midday meal as near as possible to the middle of the day's work. On shift operations that are not continuous work shifts, a meal period of at least twenty minutes in each shift shall be provided. Subject to clause 30.7, this twenty minutes will not count as time worked.

30.2 Meal breaks on continuous work shifts

On continuous work shifts an employee is entitled to have a meal period of at least twenty minutes which counts as time worked.

30.3 Maximum period of work without a break

An employee shall not be compelled to work for more than five and a half hours after commencing the daily shift or work period without a break for a meal except where the ordinary hours of work on any specified day do not exceed six hours. In that case, the hours may be worked without a meal break by agreement of the majority of employees and the employer concerned.

30.4 Pay rate for work during breaks

Employees required to work during their usual meal time shall be paid at the rate of time and a half until they are allowed the usual meal time except where employees are:

- (a) allowed to have their meal at their job; and
- (b) are paid at the rate of time and a half during the time of their usual mealtime.

30.5 Rest time

A rest period of ten minutes shall be allowed to all employees in the first half of each day or shift at a time fixed by the employer. The time of taking the rest period may vary, at the option of the employer, between employees. Employees shall not leave the department or section in which they are employed without the consent of the employer.

30.6 Washing time

Persons employed in carbon black operations who are entitled to the special rate, shall be allowed fifteen minutes washing time at the end of each shift.

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30.7 Production workers who were employed prior to 2006 (as named in Appendix 1) are entitled to continue to have a meal period of at least 20 minutes which counts as time worked. This condition is only applicable to personnel who received this condition prior to 2006 and is not transferable or applicable for new personnel.

31. OVERTIME

31.1 Payment for working overtime

- a) All time worked before or after the employee's starting or finishing time shall be paid for at the rate of time and one half for the first three hours and double time thereafter, except as provided in this clause.
- b) An employee shall have completed the normal number of daily hours before overtime payment commences for such day, except where failure to do so is due to causes outside the employee's control or where time off has been with the employer's consent.
- c) For continuous shift workers, the rate for working overtime is double time.

31.2 Reasonable Overtime

- a) Subject to clause 31.1 the employer may require an employee to work reasonable overtime at overtime rates.
- b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it, and
 - (v) any other relevant matter.

31.3 Maximum number of hours

No employee may be required to work for more than twelve hours in any day or shift except in the case of a machinery breakdown or to ensure continued operations.

31.4 Breaks between work periods

An employee having completed their shift, day's work or additional hours work shall not be required for duty until after at least ten hours in the case of day workers and eight hours for shift workers.

31.5 Transport of employees after overtime

When an employee finishes work at a time when reasonable means of transport are not available after working overtime or a shift for which the employee has not been regularly rostered, the employee shall:

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- a) be provided with transport to the employee's home; or
- b) be paid ordinary wages for the time reasonably occupied in reaching home.

31.6 Crib time

Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours, shall be allowed a meal break of twenty minutes which shall be paid at ordinary rates. The employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

31.7 Overtime on Saturday, Sunday or holiday

An employee required to work on a Saturday, Sunday or Public Holiday? holiday shall be provided with a minimum of three hours work or paid for three hours at the appropriate rate. This clause shall not apply where the work is continuous with work commencing on the previous day or extending into the following day.

31.8 Shift work and overtime

Overtime will not be payable in the case of a change of shifts arranged between employees themselves. Such arrangements shall have the approval of the employer which shall not be withheld without good reason.

32. WEEKEND WORK

32.1 Saturday work

Refer to clause 28.2 of this Agreement for ordinary hours of work and clause 31.7 of this Agreement for payment for overtime. Refer to clause 29.3 of this Agreement for shift work at weekends.

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in 29.2.

32.2 Sunday work

Any employee (other than a seven-day shift worker) who is employed on a Sunday shall for all time worked on that day, be paid at the rate of double time. Where, by agreement between the employer and the majority of employees concerned, shifts are rearranged to commence on Sunday instead of Monday, ordinary rates shall be paid for Sunday work.

33. TRAVELLING, TRANSPORT AND FAIRS

- 33.1 Where an employee goes direct to a job away from their usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from their home to their usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.

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- 33.2 On country and interstate work, travelling time outside ordinary working hours shall be paid for at ordinary rates with a maximum of eight hours out of any period of 24 consecutive hours commencing at 8.00 a.m. on any day.
- 33.3 Travelling time on Sunday and holidays shall be paid for at time and a half.
- 33.4 All fares, board and lodging and reasonable travelling expenses incurred whilst travelling shall be paid by the employer, provided that excess fares only shall be paid on all metropolitan and suburban work.
- 33.5 If so directed, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual finishing time.

34. ANNUAL LEAVE

Other than the provisions set out in this clause the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES.

34.1 Period of leave

An employee, other than a casual employee, is entitled to four weeks annual leave per twelve months service. Annual leave accrues pro rata progressively through the year and is cumulative.

34.2 Additional leave for seven-day shift workers:

The definition of a 'shiftworker' for the purposes of the additional week of leave provided for in the NES, is a seven-day shiftworker who is regularly rostered to work on Sundays and public holidays.

34.3 Calculation of continuous service

- a) For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations in this clause in respect of leave of absence;
 - (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer;
 - (iii) any absence with reasonable cause, proof of which shall be upon the employee; or
 - (iv) any transfer of business.
- b) In respect of an absence referred to in this sub-clause, the employee shall, in addition to their other Agreement obligations, inform the employer in writing of their inability to attend for duty. If practicable, this advice will be given within 24 hours of the commencement of the absence. The advice will include the reason for and the estimated duration of the absence.

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- c) In calculating the period of twelve months continuous service, any absence of the type referred to above, shall not be taken into account in calculating the period of twelve months continuous service. The exception to this will be absences of not more than twenty working days in a twelve-month period because of sickness or accident. Any absence from work for reasons not specified in this clause will only be deemed to break the continuity of service if the employer notifies the employee during the absence or within fourteen days of the termination of the absence, that the absence will be regarded as having broken the continuity of service.
- d) In the case of concerted or collective absenteeism, notice may be given to employees by posting up of a notification in the plant in the manner in which general notifications to employees are usually made in the plant.
- e) A notice to an individual employee is to be given by delivering it to them personally or by posting it to their last recorded address in which case it shall be deemed to have reached them in due course by post.

34.4 Pay rates for annual leave

- a) The pay rate for annual leave is the employee's pay rate applicable at the time the employee takes the annual leave, plus 17.5% of that rate plus any leading hand or first aid allowances.
- b) Notwithstanding the payment of shift allowances, an employee engaged on shift work shall receive either the average shift rates according to the respective full roster cycle preceding going on leave, or a loading of 17.5% whichever is the greater.

34.5 Payment for annual leave

The employer shall pay if requested each employee in advance before the commencement of the employee's annual leave the pay rate applicable for the holiday period together with the applicable loading. Leave loading is to be paid at the time leave is taken.

34.6 When to take annual leave

- a) The employee must be allowed to take annual leave, at a time fixed by the employer, within nine months after it is due. The employer and the employee may agree to extend this period to two years.
- b) The employer and the employee should seek to reach agreement on the time for taking the leave. In the absence of agreement, the employer may give at least one month's notice of the commencement of leave or part of the leave which is due to the employee.

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34.7 Payment instead of leave

An employee must take annual leave. However, if the employee leaves or is dismissed, the employer must pay the employee any accrued but unused leave entitlement.

34.8 Broken annual leave

The annual leave shall be taken and given by mutual consent in up to four separate periods. If the employer and an employee agree, the annual leave entitlement may be given and taken in more than four separate periods including up to a maximum of ten single days. However, there shall be one period of at least fourteen consecutive days, including non-working days.

34.9 Leave allowed before due date

- a) The employer may allow annual leave to an employee before the right to the leave has accrued. Where leave is taken in advance, a further period of annual leave shall not commence to accrue until after the expiration of the period required to be served to qualify for the leave already taken.
- b) Where leave has been granted to an employee in advance and the employee subsequently leaves or is discharged from the service of the employer, the employer may deduct from whatever remuneration is payable upon termination the amount of wage paid on account of the annual leave taken in advance but for which no entitlement had accrued at the time of termination.

34.10 Annual close down

- a) Where the employer closes down the plant or section or sections of it for the purpose of allowing leave to all or the bulk of the employees in the plant or section or sections concerned, the following provisions shall apply:
- b) The employer may, by giving notice as prescribed in 34.13 e) hereof of the intention so to do, stand off for the duration of the close down all employees in the plant or section or sections concerned and allow to those who are not then qualified for a full entitlement to annual leave for twelve months continuous service, paid leave on a proportionate basis at the appropriate rate of wage prescribed by 34.3 hereof for 2.923 hours for each 38 ordinary hours worked.
- c) An employee who has then qualified for a full entitlement to annual leave for twelve months continuous service shall be allowed leave. The employee shall, subject to 34.9 hereof be paid 2.923 hours at the appropriate wage as prescribed by 34.4 hereof for each 38 ordinary hours worked since the close of the employee's last twelve monthly qualifying period.
- d) The next twelve-monthly qualifying period of each employee affected by such close down shall commence from the day on which the plant or section or sections concerned is reopened for work.
- e) Provided that all time during which an employee is stood off without pay for the purpose of this clause shall be deemed to be time of service in the next twelve-monthly qualifying period.

34.11 Period of annual close down

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- (a) The employer may close down the enterprise or part of the enterprise for one or two separate periods for the purpose of granting annual leave.
- (b) If the employer closes down the enterprise or part of the enterprise in two separate periods, one of these periods shall be for a period of at least fourteen consecutive days including non-working days.
- (c) The employer and the majority of employees concerned may agree to the annual leave being taken in one, two or three close downs provided that one of these periods will be a period of at least fourteen days including non-working days.
- (d) The employer may close down the enterprise or part of it for a period of at least fourteen days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.
- (e) Notice of annual close down

Where the employer intends to close down a plant or section or sections of it for the purpose of allowing leave to all or the bulk of employees in the plant or section or sections concerned, they shall cause a notice to be posted on the factory notice-board/s not less than six months before the intended close down, indicating the proposed close down and reopening dates. However, such advice is subject to confirmation or change up until not less than one month before the actual close down date.

35. LONG SERVICE LEAVE

- 35.1 This Long Service Leave clause shall be read in conjunction with the Long Service Leave provisions of the insert title of relevant State legislation e.g. Long Service Leave Act (Vic) 2018 provided that where there is any inconsistency this clause shall take precedence to the extent of any inconsistency.
- 35.2 Long Service Leave shall accumulate at the rate of thirteen weeks leave for every fifteen years of continuous service, and shall be available after seven years continuous service on a pro-rata basis. If the Act changes during this Agreement the company shall change the provisions accordingly.

36. PERSONAL LEAVE (SICK LEAVE & CARER'S LEAVE)

Other than the provisions set out in this clause the provisions relating to Personal Leave and how and when it is to be taken will be in accordance with the NES.

- 36.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in the Casual employment clause of this Agreement.

36.2 Definitions

The term immediate family includes:

A spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner. It includes step-relations (eg. step-parents and step-children) as well as adoptive relations. – referenced from Fair Work

- (a) means a person who, although not legally married to the employee, lives with the

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- employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) includes a former de facto partner of the employee

36.3 Meaning of Personal Leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- a) due to personal illness or injury (sick leave); or
- b) for the purposes of caring for an immediate family or household member who is ill or injured and requires the employee's care and support or who requires care due to an unexpected emergency (carer's leave).

36.4 Entitlement to paid personal leave and payment

- a) An employee is entitled to 10 days personal leave per year provided the employee complies with the notice and evidence requirements of this clause.
- b) If an employee takes personal leave, the employer must pay the employee, for the period of the personal leave, the pay rate applicable at the time the employee takes the leave if entitled to the leave.

36.5 Accrual of personal leave

An employee is entitled to accrue paid personal leave at a rate of 76 hours (10 days) per year according to their ordinary hours of work.

36.6 Accumulation of leave

Paid personal leave is cumulative. I.e. unused personal leave accumulates from year to year.

36.7 Workers' compensation

If an employee is receiving workers' compensation payments, the employee is not entitled to paid sick leave (personal leave).

36.8 Notice and evidence supporting claim where employee takes personal leave for personal injury or sickness (sick leave)

- a) Notice

The employee must give his or her employer notice that the employee is (or will be) absent from his or her employment because of a personal illness or injury of the employee. The notice must be given to the employer as soon as reasonably practicable (which may be at a time before or after the sick leave has started).

- b) Evidence Supporting Claim

When taking sick leave (personal leave), the employee shall, if required by the employer, establish by production of either a medical certificate or a statutory declaration that his or her non-attendance was due to personal injury or sickness necessitating such absence.

**36.9 Single day absences
'without prejudice'**

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- (a) Employees shall be paid personal leave for personal illness or injury in respect of two single day absences in any year (anniversary to anniversary) on notification to the employer within the normal hours of that day or shift that the employee was absent from work on account of personal ill-health necessitating the absence and no evidence will be required.
- (b) This clause shall not apply in respect of a single day absence on the working day immediately preceding or following a public holiday observed under this Agreement or a period of annual leave.

36.10 Notice and evidence supporting claim where employee takes personal leave to care for an immediate family or household member (carer's leave)

a) Notice

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take carer's leave, the relationship to the employee of the person requiring care, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence. The employer recognises that on occasion, this may be after the employees rostered start time.

b) Evidence supporting claim

- (i) When taking leave to care for an immediate family or household member, the employee shall, if required, establish by production of a medical certificate or statutory declaration.
- (ii) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

36.11 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are ill or injured and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer's leave per occasion, provided the employee complies with the notice and evidence requirements of this clause. Unpaid carer's leave can be taken in a single unbroken period or any separate periods agreed between the employee and employer.

37. FAMILY AND DOMESTIC VIOLENCE LEAVE

37.1 Family and Domestic Violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

37.2 In accordance with the NES, all employees (including part time and casual employees) are entitled to 10 days' paid leave to deal with family and domestic violence if they are

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experiencing family and domestic violence, need to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do so outside of their ordinary hours of work.

- 37.3 To access paid family and domestic violence leave, the individual known to the employee could be: an employee's close relative, a member of an employee's household, or a current or former intimate partner of an employee.
- 37.4 A close relative is an employee's: spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild, sibling, an employee's current or former spouse or de facto partner's child, parent, grandparent, grandchild or sibling, or a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- 37.5 The leave is available in full at the start of each 12-month period of the employee's employment and does not accumulate from year to year.
- 37.6 An employee must give the Company notice of taking leave as soon as practicable and advise the expected period of absence. Sometimes this will be after the leave has started.
- 37.7 The employee is only entitled to Family and Domestic Violence Leave if the employee gives the Company any evidence that the Company reasonably required for the leave such as Police Report, Court Attendance Notice, Apprehended Violence Order, Medical Certificate.
- 37.8 The Company will ensure all information relating to the family and domestic violence matter is treated confidentially, as far as reasonably practicable.

38. COMPASSIONATE LEAVE

Other than the provisions set out in this clause the provisions relating to Compassionate Leave and how and when it is to be taken will be in accordance with the Fair Work Act 2009 and National Employment Standards.

- 38.1 Applies to full time employees. It also applies to regular part-time employees (on a pro rata basis). This clause does not apply to casual employees with the exception of 38.5.
- 38.2 Paid leave entitlement

An employee is entitled to use three (3) days (22.8hrs) compassionate leave for each occasion on which a member of the employee's immediate family or household:

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

When an employee takes paid compassionate leave, the employer must pay the employee the pay rate applicable at the time the employee takes the leave - if entitled to the leave at normal working hours of 7.6 hours per day during the period of compassionate leave.

- 38.3 Evidence supporting claim

The employee is only entitled to compassionate leave if the employee gives his or her

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employer any evidence that the employer reasonably required of the serious illness, injury or death.

38.4 Taking compassionate leave

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the employer. Where the employee is taking compassionate leave to spend time with a member of the employee's immediate family or household who has contracted or developed a serious personal illness or sustained a serious personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the serious illness or injury persists.

38.5 Unpaid leave entitlement

The employee (including casual employees) is entitled to take up to three (3) days (up to a maximum of 24 hours) unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the employer.

39. PARENTAL LEAVE

Other than the provisions set out in this clause the provisions relating to Parental Leave and how and when it is to be taken it is to be taken will be in accordance with the Fair Work Act 2009 and National Employment Standards.

39.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

39.2 An eligible casual employee means a casual employee:

- (a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

39.3 For the purposes of this clause, continuous service is work for the employer on a regular and systematic basis (including any period of authorised leave or absence).

39.4 The employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

39.5 Definitions

- a) For the purpose of this clause child means a child of the employee under school age or a person under school age who is placed with the employee for the

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purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- b) Spouse includes a de facto but does not include a former spouse.

39.6 Basic entitlement

- a) After twelve months continuous service, parents are entitled to an initial period of 52 weeks unpaid parental leave in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. In accordance with the Fair Work Act 2009 (Cth), A further period of up to 52 weeks may be requested at the end of the initial period.
- b) Subject to 'Special Maternity Leave', parental leave is to be available to only one parent at a time, in a single unbroken period, except that the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements:
 - (i) the concurrent leave must not be longer than 8 weeks in total;
 - (ii) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks;
 - (iii) unless the employer agrees, the concurrent leave must not start before:
 - (i) if the leave is birth-related leave-the date of birth of the child; or
 - (ii) if the leave is adoption-related leave-the day of placement of the child.

39.7 Variation of period of parental leave

Where an employee takes leave under 39.6 - Basic Entitlement or 39.8 - Right to request, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 39.6- Basic Entitlement or 39.8 - Right to request.

39.8 Right to request

- a) An employee entitled to parental leave pursuant to the provisions of 39.6 - Basic Entitlement, may request the employer to allow the employee:
 - i) to extend the period of unpaid parental leave provided for in 39.6 by a further continuous period of leave not exceeding 12 months;
 - ii) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.
- b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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- c) The employee's request and the employer's decision made under 39.8 a) and 39.8 b), must be recorded in writing.

39.9 Part-time employees

- a) Where an employee wishes to make a request under 39.8 a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- b) Commencement of part-time work under this clause and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment on a pro rata basis.
- c) Before commencing a period of part-time employment under this clause the employee and the employer must agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
- d) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- e) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

39.10 Maternity leave

- a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) -at least ten weeks;
 - (ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- b) When the employee gives notice under 39.10 a) hereof, the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- c) An employee will not be **in** breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

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- d) Subject to 39.6 a) hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

39.11 Special maternity leave

- a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid personal (sick) leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal (sick) leave to which she is then entitled, and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
- d) Where leave is granted under 39.10 d), during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

39.12 Paternity leave

- a) An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave with:
 - (i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - (ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - (iii) except in relation to leave taken simultaneously with the child's mother under 39.6 b), or 39.8 a) i), a statutory declaration stating:
 - (1) he will take that period of paternity leave to become the primary care-giver of a child;
 - (2) particulars of any period of maternity leave sought or taken by his spouse;and
 - (3) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

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- b) The employee will not be in breach of 39.12 a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

39.13 Adoption leave

- a) The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- c) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- e) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

39.14 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued and entitled to, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 39.8 - Right to request.

39.15 Transfer to a safe job

- a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if there is an appropriate safe job

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available, be transferred to that safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave.

- b) If there is no appropriate safe job available:
 - (i) the employee may take paid leave immediately for a period ending at the time mentioned in 39.15 d) ii); or
 - (ii) the employer may require the employee to take paid leave immediately for a period ending at the time mentioned in 39.15 d) ii).
- c) If the employee takes paid leave under 39.15 b) during a period, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.
- d) If the employee takes paid leave under 39.15 b):
 - (i) the entitlement to leave is in addition to any other leave entitlement she has; and
 - (ii) the period of *leave* ends at the earliest of whichever of the following times is applicable:
 - (1) The end of the period stated in the medical certificate;
 - (2) If the employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
 - (3) If the employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy.

39.16 Returning to work after a period of parental leave

- a) An employee will notify the employer of their intention to return to work after a period of parental *leave* at least four weeks prior to the expiration of the *leave*.
- b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 39.15, the employee will be entitled to return to the position held immediately before the transfer.
- c) Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

39.17 Replacement employees

- a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- b) Before the employer engages a replacement employee, the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

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39.18 Communication during parental *leave*

- a) Where an employee is on parental *leave* and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental *leave*; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental *leave*.
- b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental *leave* to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 39.18 a).

40. JURY SERVICE

40.1 The provisions of this clause apply to weekly and eligible casual employees but do not apply to other casual employees.

40.2 An eligible casual employee means a casual employee employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months, and that the employee has a reasonable expectation of ongoing employment.

40.3 Reimbursement for jury service

An employee required to attend for jury service during his or her ordinary hours, shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service, and the amount the employee would have received from the employer in respect of the ordinary time the employee would have worked had the employee not been on jury service.

40.4 Notification and Proof of Attendance

An employee shall notify the employer as soon as possible of the date upon which they are required to attend for jury service. Further, the employee shall give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

41. BLOOD DONOR'S LEAVE

A permanent employee who attends a recognised clinic for the purpose of donating blood during working hours shall (subject to normal manning requirements) be allowed the necessary leave of absence without loss of pay on not more than four occasions in each twelve months. Provided an employee shall not be entitled to payment with respect to time lost in excess of two hours on each occasion. An employee shall notify the employer as soon as possible of the time and date upon which they are intending to be absent for the purpose of donating blood.

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42. PUBLIC HOLIDAYS

42.1 Entitlement

Subject to this clause, all weekly wage employees shall be granted the following holidays without deduction of pay: (excluding casuals)

42.2 Public holidays to be observed in all States and Territories:

- New Year's Day,
- Australia Day,
- Good Friday,
- Easter Saturday
- Easter Sunday,
- Easter Monday,
- Anzac Day,
- Labour Day,
- Queen's Birthday,
- Christmas Day and
- Boxing Day
- Or such other day in substitution for any specified day as may be agreed upon between the majority of employees and the employer.

42.3 State specific public holidays

- (a) Victoria: Melbourne Cup Day or a local equivalent.
- (b) Victoria: Friday before AFL Grand Final – Grand Final Eve

42.4 Where in a State or Territory or locality within a State or Territory an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement, for employees covered by this Agreement who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

42.5 Payment for time worked

- a) Except as provided for seven-day shift workers in Agreement, an employee who works on any holiday provided for in this clause shall for all time worked on that day, be paid at the rate of double time and a half.
- b) Payment shall be at the wage rates prescribed by this Agreement for the occupation in which the employee is employed plus the relevant leading hand allowance where applicable. In addition to the above payment, in the case of employees on over award payments, piece or bonus work or any other system of payment by results, the average on a daily basis of their over award payments, piece or bonus work earnings during ordinary hours as calculated and utilised for annual leave pay purposes for the immediately preceding period of annual leave. In the case of an employee who has not previously taken annual leave whilst in the service of the employer, the employee will receive the average of the over award payments, piece or bonus work earnings during ordinary hours over a

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period of not less than three months ending four weeks prior to the holiday.

- c) Where an employee is not employed during the whole of the three months, the average shall be calculated on the period of employment falling within the said three months.

42.6 Holidays falling on weekends

For the purposes of this Agreement:

- a) where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- b) where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- c) where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as New Year's Day or Australia Day.

42.7 Holidays and workers compensation

An employee absent as the result of an accident sustained in the course of the employment or in the periodic journeying to or from the place of employment and who is receiving payment under any Workers' Compensation Act shall not be entitled to payment for any holidays prescribed in this clause occurring during such absence, but shall only be entitled to the difference between the payment received for such day under any Workers' Compensation Act and their ordinary Agreement wage for the holiday.

42.8 Public holidays and termination

If the employer gives to an employee a notice of termination taking effect within seven days of the date on which any of the listed holidays fall or are observed, the employer shall pay the employee a day's pay for each such holiday unless the reason for the termination is the misconduct of the employee. This sub-clause shall not apply to any employee who at the date of termination has not been employed by the employer for at least 80% of the ordinary working time of the three consecutive weeks immediately preceding the termination. This provision will not apply in the case of a holiday observed on a non-working day.

42.9 Seven-day shift work

- a) A seven-day shift worker who is rostered to work regularly on Sundays and holidays, when their rostered day off falls on a public holiday prescribed by this clause shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to the annual leave. This clause shall not apply when the holiday falls on a Saturday or Sunday.
- b) A seven-day shift worker who is required to work on the employee's rostered day off which falls on a public holiday, shall be paid at the rate of double time for work performed and have an additional day added to the annual leave.

42.10 Public holidays and RDO's - day work

In the case of an employee whose ordinary hours of work are arranged to provide for an accrued day off, the weekday to be taken off shall not coincide with a public holiday. In the event that a public holiday is prescribed after an employee has been given notice of a

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weekday off and the public holiday falls on the weekday the employee is to take off, the employer shall allow the employee to take the day off on an alternative weekday.

42.11 Night Shift and Public Holiday

Where a Night Shift worker shift, falls in part on a Public Holiday the pay rate will be in accordance with the day the shift commenced, i.e. normal shift pay. Consequently, if the shift begins on a Public Holiday the remainder of their shift will be taken as a Public Holiday or if worked be paid Public Holiday rates.

43. NATIONAL EMPLOYMENT STANDARDS

Should any term of this Agreement be less favourable to the Employees than the National Employment Standards ("NES"), the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

44. REHABILITATION & RETURN TO WORK

It is a term of this Agreement that the parties will develop and implement and agreed policy on Rehabilitation and Return to Work for workers injured at work within six (6) months of the commencement of this Agreement.

45. MAKE UP PAY

45.1 If an employee has an accident at his or her place of employment and is subject to, qualifies for and continues to receive compensation on a weekly basis under the insert title of relevant state legislation e.g. Accident Compensation Act 1985 (Vic), such employee shall have the amount received by way of compensation increased by the employer to the amount of the employee's usual weekly rate applying at the time of such accident. The maximum period or aggregate of periods of accident make-up pay to be made by an employer will be a total of 39 weeks for any one injury as per the Award.

45.2 Casual employees make-up pay shall be based on the number of hours worked per week over the last month, with the employer, or if less than one month the average for the time worked. The amount to be paid is the normal rate of pay (i.e. time plus the casual loading).

46. TOOLS

46.1 The employer shall provide all tools of trade.

46.2 The employer may require any employee to sign a receipt for any tools issued to such employee.

46.3 An employee who has been provided by the employer with facilities to lock up tools at the end of each shift shall be held responsible for the safe custody of tools issued to them and shall replace or pay for any tools so provided if lost through their negligence. A review of the tool boxes shall be conducted every 6 months.

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47. PROTECTIVE CLOTHING AND EQUIPMENT

Any employee engaged on acid vats or on reclaiming or washing raw rubber or in wet places, shall be supplied with an apron or overalls and rubber or other suitable boots free of charge.

48. AMENITIES

48.1 Boiling water

The employer shall provide boiling water for the use of employees at meal times.

48.2 Washing facilities

Clean and practicable washing facilities shall be provided with hot water.

48.3 Lockers

The employer shall provide a suitable locker which, where practicable, shall be full length for each employee.

48.4 Seating accommodation

The employer shall provide employees with suitable seating accommodation.

48.5 First aid outfit

In each place where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees, a first-aid outfit, consistent with the relevant regulative provisions.

49. WORKPLACE FLEXIBILITY

49.1 The terms of the Agreement identified below may be varied by an individual flexibility arrangement ("IFA").

Clause Number	Clause Title
27.7	Salary Sacrificing
34	Advance Payment of Annual Leave
26.2	First Aid Allowance

49.2 The Employer will not make an IFA unless the following conditions are satisfied:

- a) The IFA must meet the genuine needs of an employee and the Employer.
- b) The IFA must be genuinely agreed to by the employee and the Employer. In order to ensure genuine agreement, the Employer must advise the Union delegate prior to an IFA being entered if the IFA is in respect to a Union member and the employee requests the involvement of the Union delegate, and allow the employee paid time to discuss the proposed IFA.

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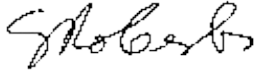
- c) The IFA must be about permitted matters under section 172 of the Fair Work Act 2009.
 - d) The IFA must not include a term that would be unlawful under section 194 of the Fair Work Act 2009.
 - e) The IFA must result in the employee being better off overall than if no IFA had been made.
 - f) The IFA must not disadvantage or discriminate against the employee, or other employees or a group of employees, whether directly or indirectly.
 - g) Arrangements may only be made after employees have commenced employment with the employer and must not be made a condition of engagement.
 - h) The IFA must be recorded in writing and signed by the Employer and the employee (and, if the employee is under 18, by their parent or guardian) and in the presence of the Union delegate if the relevant employee is a Union member and requests Union involvement.
 - i) The IFA must be translated into a language that the employee understands.
- 49.3 The IFA must be given to the employee, and the Union if applicable, within 7 days of it being agreed to.
- 49.4 The IFA must be able to be terminated by either party, by giving 7 days written notice, or at any time by mutual written agreement.

50. CONTINUOUS IMPROVEMENT

- 50.1 Management and its employees covered by this Agreement are committed to searching for areas where improvements can be made and implemented. The employees and management agree to cooperate in achieving productivity improvements to ensure Manufacturing has a global competitive advantage.
- 50.2 Examples of cooperation are via the following:
- a) Participation in Toolbox and Improvement Team meetings.
 - b) Participation in training programs, such as 5S housekeeping, ITW Toolbox etc., to facilitate the implementation of the best manufacturing practices.
 - c) Participation in suggestion schemes, 5 whys and problem-solving processes.
 - d) With other examples requiring normal consultation processes with delegates, OHS representatives and/or employees.

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51. SIGNATORIES



SAM ROBERTS
Logistics Director
UNITED WORKERS UNION
833 Bourke Street, Docklands, Victoria 3008

DATE: 07/12/2023



GHASSAN (GUS) AYOUB
Senior Human Resources Manager
ITW Australia Pty Ltd, trading as Reid Construction Systems
1 Ramset Drive, Chirnside Park, Victoria 3116

DATE: 07/12/2023

Appendix 1.

(Personnel covered by clause 30.7).

Doan David

Gu Zhao Oun (Low)

Najtellari Nertil

Najtellari Ervin

Nazari Obaidullah (Obaid)

Tian Ivan