Sunstate Cement Ltd

[ABN: 58 010 421 879]

And

The Employees of Sunstate Cement Ltd

SUNSTATE CEMENT LTD ENTERPRISE AGREEMENT 2019
ARRANGEMENT

PART 1 - ARRANGEMENT AND AGREEMENT COVERAGE .................................................. 4
1 TITLE .......................................................................................................................... 4
2 PARTIES - AGREEMENT COVERAGE .................................................................... 4
3 DATE OF OPERATION ............................................................................................... 4
4 AGREEMENT POSTING ............................................................................................ 4
5 DEFINITIONS ............................................................................................................. 4
Part 2 - TERMS AND CONDITIONS OF EMPLOYMENT ............................................ 5
6 CONTRACT OF EMPLOYMENT .................................................................................. 5
7 TIME AND WAGES RECORDS ................................................................................ 8
8 GRIEVANCE PROCEDURE ....................................................................................... 8
9 STAND-DOWN ........................................................................................................... 9
10 INTRODUCTION OF CHANGES .............................................................................. 9
11 REDUNDANCY ......................................................................................................... 12
12 INDIVIDUAL FLEXIBILITY AGREEMENTS ............................................................. 13
PART 3 - WAGES and ALLOWANCES ........................................................................ 15
13 PAYMENT OF WAGES ............................................................................................ 15
14 CLASSIFICATIONS .................................................................................................. 15
15 WAGES ................................................................................................................... 15
16 ALLOWANCES ....................................................................................................... 15
17 MIXED FUNCTIONS ................................................................................................ 17
18 OCCUPATIONAL SUPERANNUATION .................................................................... 17
Part 4 - DEFINITION - HOURS OF WORK AND OVERTIME ....................................... 17
19 DEFINITIONS AND SHIFT WORK ........................................................................... 17
20 MEAL BREAK, REST PAUSES - OTHER THAN SHIFT WORKERS ......................... 18
21 HOURS OF WORK - SHIFT WORKERS ................................................................. 18
22 CRIB-BREAKS, REST PAUSES ............................................................................. 19
23 SHIFT ALLOWANCE ................................................................................................ 19
24 WEEKEND PAYMENTS FOR CONTINUOUS SHIFT WORK .................................. 19
25 HOURS OF WORK - DAY WORKERS .................................................................. 20
26 ROSTERED DAYS OFF - WHERE EIGHT HOURS PER DAY ARE WORKED ........ 20
27 OVERTIME ............................................................................................................. 21
28 TRAVEL TIME ........................................................................................................ 23
Part 5 - STATUTORY HOLIDAYS and LEAVE ............................................................. 23
29 STATUTORY HOLIDAYS ......................................................................................... 23
30 ANNUAL LEAVE .................................................................................................... 25
31 PERSONAL/CARERS LEAVE ................................................................................ 27
PART 1 - ARRANGEMENT AND AGREEMENT COVERAGE

1 TITLE

1.1 This Agreement shall be known as the Sunstate Cement Ltd Enterprise Agreement 2019

2 PARTIES - AGREEMENT COVERAGE

2.1 This Agreement shall apply to Sunstate Cement Ltd (ABN: 58 010 421 879) of 8 Bulk Terminals Drive, Port of Brisbane, in the State of Queensland, and those Employees for whom rates of pay and conditions of employment are contained herein.

2.2 This Agreement shall also be binding on the Australian Workers’ Union, Queensland Branch upon acceptance of their application to be covered by this Agreement with the Fair Work Commission.

2.3 This Agreement shall operate to the exclusion of all other industrial instruments and Awards to the extent permitted by law. Where this Agreement falls silent, or in relation to any inconsistency, the Cement and Lime Modern Award 2010 will have application.

2.4 The Agreement does not exclude State laws dealing with traineeships and apprenticeships, workplace health and safety, and workers’ compensation.

2.5 The Employees agree this Agreement settles all claims regarding their employment and no further claims will be pursued during the life of this Agreement.

3 DATE OF OPERATION

This Agreement shall commence seven days after it has been approved by the Fair Work Commission and shall remain in force until 30 June 2022.

4 AGREEMENT POSTING

A copy of this Agreement shall be displayed in a conspicuous place at Sunstate's premises so as to be easily read by Employees.

5 DEFINITIONS

5.1 “Agreement” means this Agreement.

5.2 “FWC” means the Fair Work Commission.

5.3 “Cement Industry” includes:

(a) The manufacture and/or handling and/or transport of cement, clinker, blast furnace slag, flyash, gypsum, limestone, lime and hydrated lime into and within the production establishment.

(b) On work in or in connection with or incidental to the distribution of cement, clinker, blast furnace slag, flyash, gypsum, limestone, lime and hydrated lime out of the production establishment.

(c) On work in or in connection with or incidental to the receiving of and/or the distribution of cement into or from bulk silos, and in addition shall apply to Sunstate and its Employees employed on work in or in connection with or incidental to the quarrying, crushing and/or handling of limestone (including all work in or in connection with the pumping of slurried limestone) and/or the dredging and or
handling of coral where these aforementioned materials are to be used in the production of cement.

5.4 "Company" or "Employer" or "Sunstate" means Sunstate Cement Ltd (ABN: 58 010 421 879) its assigns or administrators.

5.5 "Conciliation" means a process whereby the FWC makes recommendations to Sunstate and the Employee(s) in relation to resolving the dispute. The recommendations made by the FWC are not binding on either Sunstate or the Employee(s).

5.6 "Employee" is an employee engaged by Sunstate and who falls under the classifications in this Agreement.

5.7 "Employment" means the employment of the Employee by Sunstate.

5.8 "Individual Flexibility Agreement" means an agreement between an individual Employee and Sunstate under the terms of clause 12 of this Agreement.

5.9 "Parties" means the parties as defined in clause 2 of this Agreement.

5.10 In this Agreement, unless the contrary intention appears the singular includes the plural and vice versa.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

6 CONTRACT OF EMPLOYMENT

6.1 Except as provided in clause 6.4 and clause 6.5, employment shall be on a full-time basis.

6.2 All Employees must hold a current accredited Senior First Aid Certificate. First Aid Training, and paid time to complete the training, will be provided to maintain currency of qualification.

6.3 The initial employment of Employees engaged by the week shall be on a probationary basis (Refer clause 6.9 Probationary Period). During the probationary period, Sunstate shall review each probationer's progress with the probationer concerned on at least one occasion in the probationary period.

6.4 Part-time employment

6.4.1 A part-time Employee is an Employee, other than a casual Employee, engaged to perform hours less than those prescribed in clause 25.1.

6.4.2 The following conditions shall apply to part-time Employees:

(a) The spread of ordinary working hours shall be the same as those prescribed for weekly Employees performing similar duties.

(b) The number of ordinary working hours in any 7 day period shall not exceed 32.

(c) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four or more than eight hours per day.

(d) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
Where appropriate, a part-time Employee shall be entitled to a proportionate amount of the benefits of Part 5 - Statutory holidays and Leave and clause 11 - Redundancy, of this Agreement.

In each instance, the proportionate entitlement shall be determined by dividing the average number of hours worked each week by 38.

Unless otherwise indicated, all other provisions of the Agreement relevant to weekly Employees shall apply to part-time Employees.

6.5 Casual employment

6.5.1 A casual Employee is engaged and paid by the hour up to 38 ordinary hours per week. Sunstate will inform a casual Employee of their hours of work, their classification and their rate of pay.

6.5.2 A casual Employee will be paid for working ordinary hours based on the hourly rate prescribed in this Agreement in clause 15.1 plus a casual loading of 25%. This casual loading paid in lieu of all paid leave, Public Holidays, Notice of Termination and Redundancy and lack of continuity of employment.

6.5.3 Employees agree that there will be no restriction on the length of time that a casual Employee will be employed as such.

6.6 Termination of Employment

6.6.1 Subject to provisions contained elsewhere in this clause, and in clause 11 - Redundancy, unless otherwise stated to the contrary, an Employee may be terminated by the giving or payment of the following notice periods, by either party, notice may be given at any time or by payment or forfeiture of the required notice period payment at the ordinary time rate as the case may be.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

The above notice periods are to be increased by 1 week if the Employee

(a) is over 45 years of age; and

(b) has completed at least 2 years of continuous service with Sunstate.

6.6.2 Termination of employment in accordance with provision 6.6.1 shall not be harsh, unjust or unreasonable.

6.6.3 The employment of a casual Employee may be terminated by giving of 1 hours' notice by either party at any time.

6.6.4 Nothing in this subclause shall affect the right of Sunstate to dismiss an Employee without notice for serious misconduct, including breach of safety requirements and neglect of duty, and in such cases, wages will be paid up to the time of the dismissal only.
6.6.5 Statement of Service - An Employee upon termination of his or her services shall be provided with a certificate of employment on request.

6.7 Abandonment of Employment

6.7.1 The unauthorised absence of an Employee from work for a continuous period exceeding 3 working days shall be evidence that the Employee has abandoned employment.

6.7.2 An Employee will be taken to have abandoned their employment from the date of his or her last attendance at work or the last day's absence approved by Sunstate, whichever is the later.

6.8 Calculation of time

6.8.1 Sunstate shall select and utilise a time period of six minutes for timekeeping purposes and will apply such proportion in the calculation of the working time of an Employee, who without reasonable cause, promptly communicated, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

6.8.2 Sunstate shall adopt the same proportion for the calculation of overtime.

6.8.3 Unless stated to the contrary in a roster, a day shall be deemed to be 24 hours from midnight to midnight.

6.9 Probationary period

6.9.1 Sunstate may engage an Employee other than a casual Employee on probation for a period of not exceeding 6 months, during such probationary period the contract of employment may be terminated by:

(a) the Employee, by giving of 1 weeks' notice or the forfeiture of 1 weeks' pay in lieu of notice; or

(b) Sunstate, by the payment of 1 weeks' pay in lieu of notice.

6.10 Short term employment

6.10.1 Sunstate may need to engage Employees on a short-term basis from time to time to meet market demands.

6.10.2 Sunstate may engage an Employee under this clause for an initial term not exceeding six months, with an extension of employment not exceeding a further six months.

6.10.3 At the time of employment, such an Employee will be advised in writing of the temporary nature of the employment.

6.10.4 An Employee engaged for a short-term employment period will not be entitled to the benefits of clause 11. However, should employment be continued beyond the temporary period all continuous service will be recognised for the purpose of entitlements to redundancy.

6.10.5 Short-term employment may be terminated in the following manner:

(a) On the expiration of the short-term period; or

(b) in all other circumstances, by:
(i) the Employee giving 1 weeks’ notice or the forfeiture of 1 weeks’ pay in lieu of notice; or

(ii) Sunstate, making payment of 5 day’s pay in lieu of notice.

6.11 Employee to work as directed

6.11.1 Sunstate may direct an Employee to carry out such duties as are within the limits of his or her skill, competence and training, consistent with the wages structure of this Agreement; provided that such duties are not designed to promote de-skilling.

6.11.2 Sunstate may direct an Employee to carry out such duties and use such tools and equipment as required; provided that the Employee has been properly trained in the use of such tools and equipment.

6.11.3 Any directions issued by Sunstate under this clause shall be consistent with Sunstate’s and the Employee’s responsibility to provide a safe and healthy working environment.

6.11.4 The training of other Employees in skills possessed by an Employee shall be part of the scope of work of each Employee.

7 TIME AND WAGES RECORDS

Sunstate shall maintain and have available a record of all Employees in accordance with the legislation.

8 GRIEVANCE PROCEDURE

8.1 Subject to the legislation, any grievance or dispute which may arise at Sunstate’s establishment shall be dealt with in the following manner:

(a) If a dispute occurs in relation to a matter arising under this Agreement or the National Employment Standards, the parties will firstly attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.

(b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

(c) Whilst the above procedure is being followed, work shall continue normally under this Agreement subject to work health and safety obligations.

(d) No party shall be prejudiced as to a final settlement by the continuance of work under this Agreement.

(e) A reasonable period of time shall be allowed for discussions at each level of authority.

8.2 Application to FWC:

(f) Where the above procedures have been complied with but do not resolve the matter, application may be made by a party to the matter, to the FWC.

(g) the FWC may conciliate in the matter.
the FWC may in any conciliation issue a recommendation it considers appropriate.

Subject to clause 8.1 (j), if conciliation fails to resolve the matter, the FWC may arbitrate the matter in dispute.

Before the FWC commences any arbitration, Sunstate and the Employee(s) concerned must agree in writing:

(i) On the form of arbitration e.g. informal, formal, final/best offer etc; and

(ii) On any procedures to be applied in the arbitration including but not limited to the taking of evidence, representation and whether the proceedings will be conducted in private or public

FWC must issue its decision in writing setting out grounds for its decision.

Subject to clause 8.1 (m), the parties to the dispute must accept and abide by FWC’s decision in the arbitration.

The parties to the dispute (and if necessary the Australian Workers Union) must take any and all necessary steps to implement the FWC’s decision.

A right of appeal shall lie from FWC’s decision.

Unless otherwise agreed to by the parties to the dispute, the form and procedure for any such appeal shall be determined by the FWC.

To avoid any doubt, in any arbitration the FWC must not, unless Sunstate and the Employee(s) concerned otherwise agree, have regard to anything said or done in any conciliation or mediation process or proceeding.

Any disputes resolution procedure outcome determined by a third party shall not be inconsistent with the National Code of Practice for the Construction Industry or the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, or inconsistent with legislative obligations.

9 STAND-DOWN

Sunstate may stand-down any Employee without pay on any day, or part of any day, on which the Employee cannot be usefully employed because of the occurrence of anything for which Sunstate is not responsible or over which Sunstate has no control.

10 INTRODUCTION OF CHANGES

10.1 Sunstate’s duty to notify

10.1.1 Where Sunstate has made a definite decision to introduce major changes in production, programme, organisation, structure or technology likely to have significant effects on Employees, it shall notify Employees who may be affected by proposed changes.

10.1.2 Significant effects include termination of employment, major changes in the composition, operation or size of the Sunstate’s workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, such alteration shall be deemed not to have significant effect.
10.2 Employer's duty to discuss change

10.2.1 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.

10.2.2 Major change

For a major change referred to in paragraph 10.2.1(a):

(a) the Employer must notify the relevant Employees of the decision to introduce the major change; and

(b) subclauses 10.2.3 to 10.2.9 apply.

10.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term. 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.

10.2.4 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.

10.2.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.2.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
10.2.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 10.2.2(a) and subclauses 10.2.3 and 10.2.5 are taken not to apply.

10.2.8 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.

10.2.9 Change to regular roster or ordinary hours of work. For a change referred to in paragraph 10.2.1(b):

(a) the Employer must notify the relevant Employees of the proposed change; and
(b) subclauses 10.2.10 to 10.2.13 apply.

10.2.10 The relevant Employees may appoint a representative for the purposes of the procedures in this term. 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.

10.2.11 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).
10.2.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.2.13 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10.2.14 In this term: relevant Employees means the Employees who may be affected by a change referred to in subclause (1).

11 REDUNDANCY

11.1 Redundancy occurs where Sunstate has made a definite decision that Sunstate no longer wishes the job an Employee has been doing to be done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour or because of the insolvency or bankruptcy of Sunstate.

11.2 Transfer to lower paid duties

Where an Employee is transferred to other duties for reasons set out in clause 11.1, the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and Sunstate may, at its discretion, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for any outstanding period of notice.

11.3 Time off during notice period

11.3.1 Where a decision has been made to terminate an Employee in the circumstances outlined in clause 11.1, the Employee shall be allowed up to 1 days' time off without loss of pay during each week of notice to seek other employment.

11.3.2 If the Employee has been allowed paid leave for more than 1 day during the notice period to seek other employment, Sunstate may require produce proof of attendance at an interview from the Employee or they shall not receive payment for the time absent. For this purpose of this clause, a statutory declaration is sufficient.

11.4 Severance pay

11.4.1 In lieu of the period of notice prescribed for ordinary termination in clause 6.6, an Employee whose employment is terminated for reasons set out in 11.1 shall be entitled to the following amounts of severance pay:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 months or less</td>
<td>1 weeks' pay</td>
</tr>
<tr>
<td>Over 6 months</td>
<td>4 weeks' pay</td>
</tr>
</tbody>
</table>

Plus an additional service amount calculated at the rate of 3 weeks' pay for each year of service; provided that the maximum payment under this clause shall not exceed 60 weeks' pay or the amount which the Employee would have earned if employment with Sunstate had proceeded to the Employee's retirement date.

11.4.2 Provided that the maximum payment under this clause shall not exceed 60 weeks' pay.
11.4.3 Week's pay means the ordinary time rate of pay for the Employee concerned; provided that such rate shall exclude:

(a) Overtime
(b) Penalty rates
(c) Disability allowances
(d) Shift allowances
(e) Special rates
(f) Fares and travelling allowances
(g) Bonuses, and
(h) any other ancillary payments of a like nature

11.4.4 Service shall be calculated in completed years and completed weeks.

11.4.5 Provided that the severance payments shall not exceed the amount which the Employee would have earned if employment with Sunstate had proceeded to the Employee’s retirement date, to a maximum of 60 weeks which shall be paid at the ordinary time rate of pay for the rostered amount of hours which would have been worked by the employee concerned, in accordance with the exclusions set out in clause 11.4.3.

11.5 Employee leaving during notice

An Employee whose employment is terminated for reasons set out in clause 11.1 may terminate their employment during the period of notice, and shall be entitled to the same benefits and payments under this clause had they remained with Sunstate until the expiry of such notice; provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

11.6 Alternative employment
On application by Sunstate in a particular case, the FWC may issue a decision requiring Sunstate to make no severance payment or a severance payment less than the one arising from clause 11.4 if Sunstate obtains suitable alternative employment for an Employee.

11.7 Employees exempted

This clause shall not apply:

(a) To Employees with less than six months continuous service;
(b) Where employment is terminated as a consequence of serious misconduct by the Employee;
(c) To Employees engaged for a specific period of time or for a specified task or tasks; or
(d) To casual Employees, seasonal Employees or Employees engaged by the day or hour.

11.8 Incapacity to pay

On application by Sunstate in a particular case, Fair Work Commission may issue a decision requiring Sunstate to make no severance payment or a severance payment less than the one arising from clause 11.4 on the basis of Sunstate's incapacity to pay.

12 INDIVIDUAL FLEXIBILITY AGREEMENTS
12.1 An Employer and Employee covered by this Enterprise Agreement may make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the Agreement deals with 1 or more of the following matters:

(i) arrangements about when work is performed;
(ii) overtime rates;
(iii) penalty rates;
(iv) allowances;
(v) leave loading; and

(b) the arrangement meets the genuine needs of Sunstate and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by Sunstate and Employee.

12.2 **Sunstate must ensure that the terms of the individual flexibility arrangement:**

(a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and

(b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement made.

12.3 **Sunstate must ensure that the individual flexibility arrangement:**

(a) is in writing; and

(b) includes the name of Sunstate and Employee; and

(c) is signed by Sunstate and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

(d) includes details of:

(i) the terms of the Enterprise Agreement varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

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

(e) states the day on which the arrangement commences.

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

12.5 Sunstate or Employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if Sunstate and Employee agree in writing -- at any time.
PART 3 - WAGES AND ALLOWANCES

13 PAYMENT OF WAGES

Sunstate shall pay wages weekly, (or extended periods by agreement, but not exceeding one month since last payment), to Employees concerned by bank transfer or by electronic funds transfer to an account nominated by the Employee to Sunstate, without cost to the Employee.

14 CLASSIFICATIONS

Classification definitions are set out in Schedule A to this Agreement

15 WAGES

15.1 Minimum Wage Rates

The minimum rates of pay are:

<table>
<thead>
<tr>
<th>Skill Grade</th>
<th>Relativity %</th>
<th>Hourly Rate Operative from approval of agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>112.5</td>
<td>38.41246</td>
</tr>
<tr>
<td>11</td>
<td>110.0</td>
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<td>1</td>
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</tr>
<tr>
<td>0</td>
<td>82.5</td>
<td>28.16914</td>
</tr>
</tbody>
</table>

- The increase in wages on 1 July 2020 and 1 July 2021 will be a minimum of 2%.

- In the event that the CPI for the Australian Bureau of Statistics ‘All Groups’ CPI percentage change in the year ended 31 March 2020 and 31 March 2021 exceeds 2.0%, the increase operative from 1 July of these respective years will be the said CPI.

  (a) The parties recognise that these schedules of wages reflect a single broad skills based wages structure which will continue to be developed by the parties to this Agreement.

  (b) The wage rates in this Agreement will not fall below the national minimum wage order prescribed by the The Minimum Wage Panel of Fair Work Commission or its replacement body.

16 ALLOWANCES
Only the allowances set out in this Agreement apply to the Parties.

16.1 Disability allowance
Included in The weekly wages prescribed in clause 15 - Wages, Employees are paid an all-purpose disability allowance which shall be in full compensation for all disabilities associated with or incidental to the work covered by this Agreement.

16.2 Travel allowance
An Employee who is required to work away from the normal place of work and who uses a private motor vehicle or motor cycle to travel, shall be entitled to an allowance for the use of that vehicle. This allowance shall be paid for the distance travelled in excess of that which the Employee would normally travel between the Employee's usual place of residence and the usual place of employment.

Motor cycle: 1 minute of the 100% hourly rate per kilometre
Motor vehicle: 1.5 minutes of the 100% hourly rate per kilometre

16.3 Meals and meal allowance during overtime

16.3.1 An Employee required to work overtime after the usual ceasing time, and if not having had prior notice, shall, if entitled to a paid crib-break in accordance with section 27.7, be supplied by Sunstate with a reasonable meal or be paid an allowance of 30 minutes based on the ordinary hourly rate as per section 15 for Level 7 (100%) in lieu of that meal.

16.3.2 Where an Employee has provided a meal because of prior advice of overtime work, and that overtime is not worked or ceases before the meal time in accordance with section 27.7, the Employee shall be entitled to payment of 30 minutes based on the Level 7 (100%) ordinary rate as per section 15, for each meal so provided.

16.4 Tool allowance
Tool allowance shall be paid at 48 minutes per week of the 100% rate to Employees required to supply tools to perform the duties on which they have been trained. The minimum tool list agreed is as per schedule G. Variations to the tool list may be agreed between parties.

In the event a person who is required to supply tools fails to supply the agreed listed tools within three months from the date of this Agreement, or within three months of commencing employment, or fails to maintain the tools in safe working order, Sunstate will suspend payment of the tool allowance until such time as the Employee complies.

In the event additional courses are completed for which a pay increase is received, (for example Restricted Electrical Ticket by fitters) Sunstate may request that the Employee buy tools appropriate to the training, subject to the maximum value of the tool allowance per annum (inclusive of all trade tool purchases as per agreed list).

16.5 Roster allowance - Bagging & Warehousing
For the term of this Agreement entitled Employees shall be paid a weekly allowance equal to 1 hour at the Employee's hourly rate. Entitlement is subject to:

(a) The Employee being employed at 30 June 2014 and
(b) The Employee’s primary role at that time being within the bagging and warehousing department at Sunstate and

(c) The Employee is currently working on Schedule B - 8 hour roster within the bagging and warehousing department.

17 MIXED FUNCTIONS

An Employee who is required by Sunstate to undertake the majority of duties of a higher classification for a period of greater than 2 hours on a shift shall be entitled to payment at the higher rate of pay for the full shift. If the Employee is required by Sunstate to undertake the majority of duties of a higher classification for a period up to 2 hours in a shift, then they shall receive the higher rate for the period performing those duties.

18 OCCUPATIONAL SUPERANNUATION

18.1 Eligible Employees shall be entitled to occupational superannuation subject to the terms and conditions of this clause. Employees can exercise a choice of superannuation fund where they are eligible to do so, however, the fund must be a complying fund. If an Employee does not make a choice then superannuation contributions will be made to Sunstate’s default Superannuation Fund, Adelaide Brighton Group Super Fund, a sub-plan of Mercer Super Trust.

18.1.1 Notwithstanding the foregoing, persons engaged by Sunstate for unpaid work experience, during University/TAFE/CAE or other institutions of learning vacations, shall not be Employees for this Agreement.

18.1.2 The Plan shall mean the Employees’ Superannuation Plan in operation at the date of this Agreement.

18.2 Sunstate shall contribute to the Plan on behalf of an eligible Employee the percentage stated in the Superannuation Guarantee Levy of their respective ordinary time earnings.

18.2.1 The contribution amount as prescribed in clause 18.2 shall be adjusted with movements to the basic rate (100%) in this Agreement.

18.2.2 Sunstate shall remit contributions on a monthly basis.

18.3 Salary Sacrifice for Superannuation

18.3.1 All fulltime Employees may participate in the salary Sacrifice Scheme; providing that no additional cost or tax is imposed on Sunstate. All intended participants should seek independent financial advice prior to commencement.

PART 4 - DEFINITION - HOURS OF WORK AND OVERTIME

19 DEFINITIONS AND SHIFT WORK

19.1 Day work means one continuous period of performed work during the ordinary hours prescribed for day work.

19.2 Shift work means work carried out as per a roster with 2 or more consecutive shifts of employees in each 24 hours for a period of no less than 1 week.

19.3 Continuous shift work shall mean work performed on a roster based on 24 hours per day seven days per week for a period of no less than 28 consecutive days; provided that:
(a) Sunstate and the Employee concerned being guided by the occupational health and safety provisions of the agreed code of conduct on twelve hour shifts;

(b) Proper health monitoring procedures being introduced;

(c) Suitable roster arrangements being made; and

(d) Proper supervision being provided.

19.4 Employees must observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time.

19.5 Preparation for work and cleaning up of the Employee's person shall be in the Employee's time.

20 MEAL BREAK, REST PAUSES - OTHER THAN SHIFT WORKERS

20.1 Except as provided elsewhere in this clause, a meal break for a period of not less than 30 minutes shall be taken during the day and shall be unpaid. No Employee shall be required to work for more than six hours without a break for a meal.

20.2 Where practicable, an Employee will also be entitled to 2 rest pauses, each of not more than 10 minutes duration without loss of pay during the working day to be taken on the job at such time as to not interfere with the continuity of work where such continuity is necessary.

20.3 Notwithstanding clause 20.2, Sunstate and the majority of Employees concerned, may agree that rest pauses be combined into 1 twenty minute rest pause to be taken in the first part of the ordinary working day, with such twenty minute rest pause and the meal break arranged so the ordinary working day is broken into 3 approximately equal working periods.

20.4 All periods of ordinary time rostered in excess of 10 hours per day shall have a 30 minute meal break which shall count as time worked.

20.5 When undertaking the duties of Ship Rounds, Slag Drying or Milling, the unpaid lunch break, as provided at clause 20.1, shall be paid, provided that:

(a) the total hours worked (inclusive of breaks) are no less than 12 hours; and

(b) the hours are worked solely undertaking the duties herein specified.

20.6 For the purposes of clause 20.5, the hours worked can be a combination of ordinary and overtime hours or solely overtime hours.

21 HOURS OF WORK - SHIFT WORKERS

21.1 The ordinary hours of work for shift workers shall be in accordance with rosters agreed between Sunstate and the relevant Employees as stipulated in Schedule D to this Agreement.

21.2 A roster shall be displayed 4 weeks in advance. However, the roster can be altered by mutual agreement or by amending the roster on 7 days' notice. A lesser period of notice to Employee to alter the roster may be given due to absence of other Employees, shortage of staff, or other causes over which Sunstate has no control.
21.3 Notwithstanding anything contained elsewhere in this clause, Sunstate and the relevant Employees may enter into arrangements for all types of work or work scheduling, including twelve hour shifts.

22 **CRIB-BREAKS, REST PAUSES**

22.1 A shift worker shall be allowed a 30 minute paid crib-break to be taken during the shift at a time co-ordinated by the supervisor. Such crib-break will be taken at a time so as to not interfere with the continuity of work.

22.2 Where practicable, a shift worker will be entitled to take without loss of pay 2 rest pauses each of not more than 10 minutes duration during each shift to be taken on the job at such time as to not interfere with the continuity of work.

22.3 By agreement between the shift workers and the supervisor, an arrangement varying the provisions of this clause may be entered into; provided the combined time for breaks is not less than 50 minutes.

22.4 In the event that the need for continuity of work does require a shift worker to forego 1 or both rest pauses, the additional time worked shall be paid at a rate of double ordinary time.

23 **SHIFT ALLOWANCE**

23.1 Any Employee rostered to work on afternoon and/or night shift shall be paid a shift allowance of 15% of the ordinary rate for skill grade 7 (100% relativity) in accordance with clause 15.1 of this Agreement.

"Afternoon shift" shall commence at or after 2.00pm and finish at or before 10.00pm.

"Night shift" shall commence at or after 10.00pm and finish at or before 6.00am.

23.2 A shift allowance as set out in this clause 23.1 shall not be paid for shifts worked on a Saturday or Sunday or overtime work that is not worked together with ordinary hours Monday to Friday or that is worked on a Saturday or Sunday.

23.3 A shift allowance of 15% shall be paid for overtime worked provided the overtime hours worked are worked together with ordinary hours Monday to Friday. The 15% allowance in this instance will be calculated based on actual hours worked and not hours paid at overtime rates.

23.4 Instead of the allowance under clause 23.1 where an employee works permanent night shifts a shift allowance of 30% is payable, however, this payment for permanent night shift shall not apply to ordinary hours on a Saturday or Sunday or for overtime work.

23.5 In the case of an employee working permanent night shifts, the shift allowance of 15% payable for overtime hours worked together with ordinary hours Monday to Friday under clause 23.2 and 23.43 shall not apply.

24 **WEEKEND PAYMENTS FOR CONTINUOUS SHIFT WORK**

An Employee who works on a continuous process (i.e. where the process continues over 24 hours of each of seven days a week) shall be paid for ordinary hours worked on weekends as follows:
(a) midnight Friday to midnight Saturday - time and a half times the ordinary time rate; and

(b) midnight Saturday to midnight Sunday - double the ordinary time rate.

25 HOURS OF WORK - DAY WORKERS

25.1 Ordinary hours

25.1.1 Subject to exceptions provided elsewhere in this Agreement, the ordinary hours of work for day workers shall be worked on 1 of the following bases so as to average 38 hours each week:

(a) 38 hours within a work cycle of 7 consecutive days; or
(b) 76 hours within a work cycle of 14 consecutive days; or
(c) 114 hours within a work cycle of 21 consecutive days; or
(d) 152 hours within a work cycle of 28 consecutive days.

Example rosters for day workers working 8 hours or 10 hours per day are provided in Schedules B and C to this Agreement.

25.1.2 The ordinary hours of work for day work may be worked on any consecutive days in the week, or as per the roster, between 5.00 a.m. to 7.00 p.m. Monday to Friday and 6.00 a.m. to Noon on Saturday inclusive subject to the following:

(a) Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

(b) Any arrangement of hours which includes a Saturday as ordinary hours shall be subject to agreement between Sunstate and the majority of Employees directly affected and be reflected in a roster.

25.1.3 The ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 5.00 a.m. and 7.00 p.m., up to a maximum of 12 hours per day. The spread of hours may be altered as to all or a section of Employees provided there is agreement between Sunstate and the majority of Employees concerned; provided further that work done outside the hours of 5.00 a.m. and 7.00 p.m. shall be paid as overtime rates.

25.1.4 The ordinary starting and finishing times of various groups of Employees or individual Employees may be staggered.

25.1.5 The ordinary hours of work shall not exceed twelve hours on any day; provided that where the ordinary working hours are to exceed 10 on any day, the arrangement of hours shall be subject to the agreement of Sunstate and the majority of the Employees concerned.

25.1.6 By arrangement between Sunstate, and the majority of Employees in the plant or work section or sections concerned, ordinary hours not exceeding twelve on any day may be worked.

26 ROSTERED DAYS OFF - WHERE EIGHT HOURS PER DAY ARE WORKED

26.1 Except as provided in clause 26.7 for the purpose of providing a working week which averages 38 ordinary hours, an Employee shall be rostered off duty on any day Monday to Friday inclusive during each 4 week cycle. Sunstate will attempt to ensure a Monday or Friday is the rostered day off.
26.1.1 Where such rostered day off falls on a gazetted public holiday, the succeeding or preceding ordinary working day shall substitute for the rostered day off.

26.2 Except as provided in clause 26.3, an Employee will be given at least 2 weeks’ notice of the week day on which the Employee is rostered off duty.

26.3 Sunstate may require an Employee to substitute the rostered day off for another day in the case of a break-down of machinery or failure or shortage of electric power, or to meet the requirements of the business (including the necessity to man shifts so as to provide continuity of production) or some other emergency situation.

26.4 An Employee with the agreement of Sunstate may substitute a day on which the Employee is rostered off duty for another day within the same 4 week cycle.

26.5 When an Employee is required to work in accordance with clause 26.3, the Employee, where practicable shall be given a substitute rostered day off before the next scheduled rostered day off becomes due or may accumulate the rostered day off in accordance with clause 26.6. Where it is not practicable to provide such an Employee with an alternative rostered day off, the Employee will be paid overtime for that work as if that work was performed on a Saturday.

26.6 Notwithstanding any other provision of this clause, Sunstate and the Employee may agree to accrue up to a maximum of 38 hours off. Where such agreement has been reached, the accrued rostered days off shall be taken within twelve calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.

26.7 An Employee shall not be entitled to paid leave for any absence which is the Employee’s rostered day off.

27 OVERTIME

27.1 When so required by Sunstate, an Employee shall work a reasonable amount of overtime and such overtime shall be paid according to the hours being worked at the time. i.e. as a shift work Employee if replacing a shift worker or as a day work Employee if not working shift work.

27.2 Assignment of overtime shall be based on specific work requirements.

27.3 In calculating overtime worked, each day’s work shall stand alone except that work extending beyond midnight shall be deemed to be work of the day on which the overtime commenced.

27.4 Except for workers covered by clause 27.5 and clause 27.6, time worked in excess of ordinary working hours or outside the span of hours specified in clause 25.1 shall be deemed to be overtime and shall be paid at the rate of time and one half for the first 2 hours and double time thereafter. All overtime worked on a Sunday shall be paid at the rate of double time.

27.5 With regard to 12 hour continuous shift workers, all time worked outside the rostered spread of hours in accordance with Schedule D shall be deemed to be overtime and shall be paid at the rate of double time for all overtime performed, other than on a public holiday whereupon the payment of double time and a half shall be made for all such hours. Refer to Schedules D and E.
27.6 With regard to 10 hour roster workers all time worked outside the rostered spread of hours in accordance with Schedule C shall be deemed to be overtime and shall be paid at the rate of double time for all overtime performed. Overtime performed on a public holiday shall be paid at the rate of double time and a half, minus any hours included and paid in the annualised public holiday payment. Refer to Schedule C.

27.7 Crib or Meal breaks

27.7.1 Employees who are required to commence work two hours before their ordinary starting time or continue working two hours after their ordinary ceasing time or work continues for more than one hour beyond 7.00 p.m. shall be entitled to a 30 minute crib-break in the Employer’s time. Where the Employee continues to work on overtime, then after a further period of four hours’ work, the Employee shall be allowed 45 minutes for crib, however, should an Employee so elect, a period of 30 minutes for cribs may be substituted. No deduction of pay shall be made in respect of any such crib or meal breaks.

27.7.2 Where an Employee is called back to work and such work continues for more than six hours then such Employee shall receive a meal break of 30 minutes in Sunstate’s time.

27.7.3 Where an Employee has been notified to work overtime for more than six hours on day work such Employee shall receive a 30 minute meal break, such meal break shall be in the Employees time.

27.8 Rest period after overtime for all Employees

27.8.1 When overtime work is necessary, it shall wherever reasonably practicable be so arranged that an Employee has 10 consecutive hours off duty between work on the successive days.

27.8.2 Except as provided in provisions clause 27.8.3 and clause 27.8.4 of this clause, an Employee who works so much overtime that he or she does not have at least 10 consecutive hours off duty between the completion of ordinary time work on 1 day and the commencement of ordinary time work on the next day shall, be released after the completion of overtime work until 10 consecutive hours off duty have been taken. Any absence during ordinary time for the purpose of taking this 10 hour break shall be without loss of pay.

27.8.3 If, on the instructions of Sunstate, such an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until released from duty for such period.

27.8.4 The provisions contained in clause 27.8.2 of this clause shall apply to an Employee recalled to work overtime whether on 1 or more occasions.

27.9 Recall to work

27.9.1 Except as provided in clause 27.9.2 of this clause, an Employee recalled to work overtime on any day, after leaving Sunstate’s premises (and not having been notified of such recall prior to so leaving) shall be paid for a minimum of 4 hours at double their ordinary time rate for each time the Employee is so recalled; provided that except in the case of unforeseen circumstances arising, the Employee shall not be required to work the 4 hours if the job the Employee was recalled to perform is completed within a shorter period.

(a) An unforeseen circumstance would include, but not be limited to a further breakdown of equipment after an Employee has been recalled and before the Employee has left the Sunstate’s premises.
(b) Such recall payment shall be deemed to include consideration for travel and telephone costs, that the employee may have incurred.

(c) Where such recall to work occurs on a public holiday, the 4 hour minimum payment at double time will be in addition to any public holiday payment under clause 29.

27.9.2 Where an Employee has been recalled to work after midnight and/or works more than 4 hours in the seven immediately preceding their ordinary starting time or has been recalled to work twice or more in the same period the Employee shall be entitled to:

(a) a 10 hour break if the recall work ceases at or after midnight;

(b) where the recall ceases at or after 3.00 a.m. then the Employee may continue to work their ordinary time hours for a period that does not exceed 10 hours being a combined total of recall work and ordinary hours.

(c) Where an Employee works as per clause 27.9.2(b) then any ordinary hours that were rostered but not worked shall be paid as if the Employee had been at work.

(d) Where a 10 hour break is taken before commencing their ordinary hours, then payment shall be made for any ordinary hours that form part of the 10 hour break provided the Employee resumes work at the conclusion of such break.

(e) This provision shall not apply where the ordinary hours are commenced at the ordinary starting time not withstanding that they may be continuous with the recall being worked.

27.9.3 Clause 27.9.1 of this clause shall not apply in the following circumstances:

(a) where it is customary for an Employee to return to Sunstate's premises for periods to perform a specific job outside the ordinary hours of the Employee; or

(b) where the overtime is continuous (subject to a meal break where appropriate) with the commencement of ordinary working time.

(c) Emergency work - Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 3 hours at ordinary wages.

28 TRAVEL TIME

An Employee required by Sunstate to report at a site other than the usual place of employment to commence work at the usual starting time, shall be entitled to payment of travelling time at the ordinary time rate of pay for the time reasonably spent in excess of that which the Employee would normally spend in travelling between the usual place of residence and the usual place of employment.

PART 5 - STATUTORY HOLIDAYS AND LEAVE

29 STATUTORY HOLIDAYS

29.1 An Employee, other than a casual Employee, shall be entitled to a holiday without deduction of pay on any day gazetted as a public holiday under the Holidays Act 1983-1990 (Queensland) in the district in which the Employee works for the following days:
New Year's Day 1 January
Australia Day 26 January
Good Friday (the day following Good Friday)
Easter Saturday (the Monday following Good Friday)
Easter Monday
Anzac Day 25 April
Labour Day (the first Monday in May)
Sovereign's Birthday (the first Monday in October)
Show or Exhibition Day
Christmas Day 25 December
Boxing Day 26 December

29.2 Where public holidays are declared or prescribed in Queensland in accordance with the current Holidays Act on days other than those set out above, those days will constitute additional holidays for the purpose of this Agreement.

29.3 An Employee required to work on a public holiday will receive the rate of double time and a half for all time worked. In this clause, double time and a half shall mean one and a half days wages in addition to the prescribed day’s wage based on the weekly rate or pro rata if there is more or less than a day.

29.4 An Employee required to report for work on a public holiday will be paid for a minimum period of 4 hours.

29.5 Any Employee with 2 weeks or more of continuous service, whose employment has been terminated by Sunstate or who has been stood down by Sunstate during the month of December, and who is re-employed in January of the following year, shall be entitled to payment for the public holidays of Christmas Day, Boxing Day and New Year’s Day.

29.6 By agreement between Sunstate and a majority of the Employees in a section, another day may be substituted for a public holiday.

29.7 In the event of an Employee being required to work on a substituted day the Employee shall be paid at the rate applicable for work on the public holiday which has been substituted.

29.8 Clauses 29.6 and 29.7 shall not be construed to confer on an Employee an entitlement to a paid holiday or payment for work on that holiday on more than 1 occasion for each public holiday in each calendar year.

29.9 If Sunstate requests that an Employee works on a public holiday, the Employee may refuse the request if:

(a) the request is not reasonable; or

(b) the refusal is reasonable.

In determining whether a request or a refusal of a request, to work on a public holiday is reasonable, the following must be considered:

(a) the nature of Sunstate’s workplace or enterprise (including its operational requirements), and the nature of the work performed by the Employee;

(b) the Employee’s personal circumstances, including family responsibilities;
(c) whether the Employee could reasonably expect that Sunstate might request work on the public holiday;

(d) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;

(e) the type of Employment of the Employee (for example, whether full-time, part-time, casual or shift work);

(f) the amount of notice in advance of the public holiday given by Sunstate when making the request;

(g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the Employee when refusing the request;

(h) any other relevant matter.

30 ANNUAL LEAVE

30.1 Annual leave - General

30.1.1 Every Employee (other than a casual Employee) shall at the end of each year of employment be entitled to an annual holiday on full pay as follows:

(a) Not less than 5 weeks (210 hours) if employed on continuous shift where 24 hours per day are worked over a period of seven days per week or where contained within a roster.

(b) No less than 4 weeks (152 hours) in any other case.

30.1.2 Annual leave shall be exclusive of any statutory holiday which may occur during the period of that annual leave and, subject to clause 30.8, shall be paid for by Sunstate in advance:

(a) In the case of an Employee who immediately before taking such leave is in receipt of ordinary pay at a rate in excess of the ordinary rate payable under the Agreement, at that rate of such ordinary pay.

(b) In the case of any other Employee, at the ordinary rate payable to the Employee under the Agreement immediately before such leave is taken.

30.1.3 If the employment of an Employee is terminated at the expiration of a full year of employment, Sunstate shall be deemed to have given the annual holiday to the Employee from the date of termination of the employment and shall forthwith pay to the Employee in addition to all other amounts due to the Employee, payment calculated in accordance with clause 30.8, for 4 or 5 weeks as the case may be and also ordinary pay of 7.6 hours for any statutory holiday occurring during such period of 4 or 5 weeks.

30.1.4 If the employment of any Employee is terminated before the expiration of a full year of employment, such Employee shall be paid, in addition to all other amounts due, an amount equal to all accrued untaken annual leave entitlements.

30.2 In calculating a year of employment for the purposes of this clause:

(a) Any period (except clause 30.7.1) during which an Employee has been absent on leave without pay granted by Sunstate shall not be taken into account.
(b) A period during which an Employee has been absent without pay and without Sunstate's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner shall not be taken into account.

30.3 Where Sunstate and the Employee agree, annual leave may be taken wholly or partially in advance before the Employee becomes entitled to annual leave.

30.3.1 An Employee who has taken in advance the whole of the annual leave that would be due at the end of the year of employment, shall not be entitled to any further annual leave at the end of that year of employment.

30.3.2 An Employee who has taken in advance part of the annual leave that would be due at the end of a year of employment shall become entitled at the end of that year of employment to the part of the annual leave not already taken.

30.4 Reasonable notice of the commencement of annual leave shall be given by the Employee.

30.5 By mutual agreement between Sunstate and the Employee, an Employee is able to "cash out" up to 2 weeks annual leave and forego that amount of leave on the proviso that the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks. Such a payment will be equal to the amount the Employee would have been paid if they had taken the leave. Any requests to "cash in" any annual leave provision should be made to Sunstate in writing.

30.6 If a holiday mentioned in clause 29 - Statutory holidays falls on a day on which a shift worker is rostered off, that shift worker shall have an extra day added to annual leave or to be paid for such holiday at ordinary rates.

30.7 Annual close down

30.7.1 Where Sunstate closes down the plant or a section or sections thereof, for the purposes of allowing annual holidays to all or the bulk of the Employees in the plant or section or sections concerned, the following provisions shall apply:

(a) Sunstate may 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 qualified for 4 or 5 full weeks holiday, paid holidays on a proportionate basis.

(b) An Employee who has qualified for 4 full weeks holiday and has also completed further service shall be allowed annual leave and shall be paid at an amount equal to 1/12th of the ordinary pay for the period of service in excess of twelve months.

30.7.2 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, provided that this shall not apply where the period of employment stood down does not exceed 5 weeks; Provided that the foregoing conditions shall also apply in the event of annual holidays being staggered so that Employees entitled to annual holidays may be broken into 2 groups which overlap into a close-down in accordance with 30.7 above, or not more than 2 working weeks (plus statutory holidays occurring therein), and Employees with a lesser period of service may be stood down as in clause 30.7.1(a) above.

30.8 Calculation of annual holiday pay
In respect to annual holiday entitlement to which this clause applies, annual holiday pay (including any proportionate payments) shall be calculated as follows:

30.8.1 Shift workers

(a) Subject to clause 30.8.3, the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) A shift worker will also receive an additional loading of 17.5% or their shift penalties, whichever is the greater.

30.8.2 All other Employees

Subject to clause 30.8.3, in no case shall the payment by Sunstate to an Employee be less than the following amounts:

(a) The Employee's ordinary wage rate as prescribed by the Section for the period of the annual holiday (excluding overtime or other penalty rates): and

(b) an additional loading of 17.5% of the amounts referred to in clause 30.8.2(a).

30.8.3 All provisions of clause 30.8.2 shall not apply to the following:

(a) Any period or periods of annual holidays exceeding:

(i) 5 weeks (210 hours) in the case of Employees employed in a calling where 24 hours per day are worked over a period of seven days per week or as signified in a roster.

(ii) 4 weeks (152 hours) in any other case.

(b) Employees on termination shall be paid, where applicable, an additional amount equal to 17.5% of the ordinary time rate for accrued leave or their roster whichever is the greater.

30.9 Illness during annual leave

30.9.1 An Employee who suffers personal illness during a period of annual leave may apply to have such a period regarded as sick leave. In such a case, an equivalent period may be added to the Employee's annual leave or arranged to be taken at a mutually agreed time before the next entitlement to annual leave falls due.

30.9.2 To qualify for such sick leave, the Employee shall provide to Sunstate a certificate from a State Registered Health Practitioner verifying the illness, and notify Sunstate as soon as practicable of the illness and of the intention to apply for sick leave. Such notification shall be made promptly and where practicable before the Employee's return to work.

31 PERSONAL/CARERS LEAVE

31.1.1 A full time Employee will be entitled to 76 hours of paid personal/carer's leave for each completed year of service. A part-time Employee will accrue paid personal/carer's leave on a pro-rata basis.

31.1.2 Shift workers' personal leave entitlements shall be paid as if the Employee had been at work.
31.2 The continuity of employment of an Employee with Sunstate for sick leave shall be deemed to be not broken by any of the following:

(a) Absences from work on leave granted by Sunstate;
(b) The Employee having been dismissed or stood down by Sunstate or the Employee having self-terminated the employment with Sunstate, for any period not exceeding 3 months, provided that the Employee shall have been re-employed by Sunstate; or
(c) The period during which the employment of the Employee with Sunstate shall have been interrupted or determined in any of the circumstances mentioned in clause 30.2 shall not be taken into account in calculating the period of the employment with Sunstate.

31.3 Unpaid Carer's Leave

All Employees including casual Employees are entitled to 2 days unpaid carer's leave on each occasion that a member of the Employee's immediate family or household requires care and support due to being ill, injured or affected by an unexpected emergency. An Employee cannot take unpaid carer's leave during a period if the Employee could instead take paid personal/carer's leave.

31.4 Notice and Evidence

31.4.1 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of absence, inform Sunstate of the inability to attend for duty. Employees, on their return to work, are required to provide Sunstate with evidence or notice from a State Registered Health Practitioner of absence from work due to personal illness or injury.

31.4.2 Employees will be required to provide a documentary evidence for any period in excess of 2 days leave for personal/carers leave. Sunstate may request documentary evidence from the Employee for periods of less than 2 days, if Sunstate suspects that the personal/carers leave is being taken for reasons other than what it is intended for.

31.4.3 Sunstate may require proof of such illness or require the Employee to undergo a medical examination conducted by a duly qualified person nominated by Sunstate. Such examination costs will be met by Sunstate.

31.5 Compassionate Leave

31.6.1 The Employee is entitled to 2 days paid compassionate leave to spend time with a member of their immediate family or household as defined in Fair Work Act 2009 who has an injury or illness that poses a serious threat to their life or who has died.

31.6.2 The Employee must provide evidence of the illness, injury or death that establishes the entitlement of compassionate leave.

31.6 Parental Leave

Employees are entitled to Parental leave (including Maternity and Adoption Leave) in accordance with the Fair Work Act 2009. On request the company will provide you with a summary of the key provisions of the legislation.

31.7 Additional Personal ('Sick') Leave
In respect of any completed period of employment in excess of 18 months, an Employee employed full-time with Sunstate at the date of operation of this Agreement shall become entitled to an additional eleven weeks of sick leave in any 1 year in addition to their personal leave entitlement under clause 31.1.1.

Entitlement to Additional Sick Leave shall:

(a) Only be granted when Personal/Carers Leave has been exhausted.

(b) In every instance, be accompanied by a medical certificate or letter from a duly qualified medical practitioner that discloses sufficient information (without compromise to personal privacy) in order for Sunstate to make an informed decision regarding eligibility to access the additional paid leave (whether the circumstances relate to personal illness or injury) and should state the period of leave required. If sufficient information is not provided Sunstate may request further information and may require the Employee to undergo a medical examination conducted by a duly qualified person nominated by Sunstate. Such examination costs will be met by Sunstate.

(c) Provide paid leave for absences due to significant sickness or injury and as such entitlement shall apply to periods of 1 week or more.

(d) Not exceed eleven weeks nor shall Sunstate provide more than eleven weeks of this additional sick leave in any period of 1 year.

(e) Be paid at the rate of 7.6 hours per day or 38 hours per week or 152 hours per 4 weeks at the Employee’s normal hourly rate of pay.

(f) Where an Employee is rostered to work on a continuous rotating shift and is paid an annualised wage, additional sick leave shall be at the rate of 38 hours per week plus 2.53 per week for public holidays.

(g) Shift and tool allowances will not be payable during additional sick leave.

31.8 Sick Leave Incentive Scheme

For the period of this Agreement Sunstate will add 7.60 hours of paid leave per year to the annual leave accrual balance of eligible Employees. Eligibility will apply for Employees who have used two days or less of Personal/Carer’s leave during any single and complete 18 month period.

32 JURY SERVICE

32.1 An Employee, other than a casual Employee, who is required to attend for jury service during ordinary hours, shall notify Sunstate as soon as practicable of the dates on which the Employee must attend at court.

32.2 Subject to the Employee furnishing Sunstate with satisfactory proof of the duration of the attendance for jury service, and the amount paid to the Employee by the Court for such attendance, Sunstate shall pay to the Employee an amount equal to the difference between the payment made to the Employee by the court and the payment the Employee would have received for ordinary hours had the Employee not been absent on jury service.

33 LONG SERVICE LEAVE
33.1 An Employee shall be entitled to long service leave in accordance with the provisions of Part 3 under Part 3, Long Service Leave of the *Industrial Relations Act 1999 (Queensland)* except as amended by this clause.

33.2 **Quantum of Leave**

33.2.1 Long service leave shall be due at the rate of thirteen weeks (494 hours) after 10 years of continuous service or accrual of 494 hours whichever is the greater and a pro rata amount after seven years of continuous service or accrual of 345.8 hours whichever is the greater.

33.2.2 Accumulated long service leave entitlements due to an Employee at the date of this Agreement shall be expressed in hours by application of the following formula:

33.2.2(a) Accumulated long service leave entitlements due to an Employee prior to 28th April 1992 shall be expressed in hours by applying the following formula:

\[
\text{Accumulated service (years) } \times 32.933 \text{ hours;}
\]

33.2.2(b) Thereafter long service leave entitlements due to an Employee shall accumulate at the rate of 49.4 hours per year.

33.2.3 The entitlement of an Employee taking long service leave shall be debited at the rate of 38 hours each week for the time the Employee was rostered to work during the period taken as long service leave.

33.3 **Leave in advance**

33.3.1 Proportionate long service leave which would normally be due to an Employee on termination of employment after 345.8 hours have been accrued, but less than the required 494 accrued hours, in accordance with the *Industrial Relations Act 1999*, may by agreement with Sunstate be taken as long service leave by the Employee without the Employee terminating employment with Sunstate.

33.3.2 An Employee who takes long service leave in advance in accordance with provision clause 33.3.1 and whose employment is terminated for any reason, including death, shall have the entitlement to long service leave on termination reduced by that portion of advance long service leave which has been taken.

33.3.3 Payment for the period of long service leave in advance shall be calculated in accordance with the provisions of Part 3 of the *Industrial Relations Act 1999 (Queensland)*.

33.4 **Time of taking long service leave**

33.4.1 Long service leave shall be taken at a time mutually agreed between the Employee and Sunstate as soon as practicable but within 3 years of it falling due and with not less than 1 calendar month of notice from 1 party to the other. In exceptional circumstances this notice may be less by mutual consent.

33.4.2 Long service leave may be taken in 1, 2 or 3 parts and the minimum period shall be 4 weeks.

33.5 **Rostered days off duty**

A complete entitlement to long service leave shall include 3 rostered days off duty, but as they are unpaid days, they shall not be debited against an Employee’s entitlement to long service leave.
33.6 Long Service Leave

Sunstate will allow an Employee with long service leave entitlement to request long service leave of 1 or more day’s duration.

Further to this Sunstate will allow shift workers, upon taking long service leave, to be paid out of their entitlement at the rate of 57 hours per week instead of 38 hours per week. Should this option be exercised by the Employee, the difference between the number of hours paid and taken will be deferred until a mutually agreed date, at which time the difference will be taken without pay, or adjusted on termination of employment.

33.7 Paying Out Long Service Leave in Advance

Long Service Leave entitlements may be paid out by written agreement between the Employee and Employer.

Employees may elect to be paid Long Service Leave entitlements as a cash payments or as a contribution into the Adelaide Brighton Group Superannuation Plan a sub plan of the Mercer Retirement Trust, subject to completion of the appropriate forms.

All payments advanced for Long Service Leave will be deemed to be leave paid and the corresponding number of days will be deferred until a mutually agreed time or termination of employment. The payment for Long Service Leave in Advance will be in full and final settlement of the value for such days.

34 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to unpaid family and domestic violence leave in accordance with the Fair Work Act 2009.

PART 6 - WORKPLACE HEALTH/SAFETY AND TRAINING

35 SAFETY

35.1 Safety General

It is recognised that safety is a prime responsibility of every Employee and Sunstate.

Sunstate recognises an obligation to provide a safe working environment, to provide adequate safety equipment, to provide training for Employees in safe operating procedures and to establish and enforce safety regulations.

Employees recognise that it is their obligation to report any unsafe act, behaviour, situation, hazardous condition, malfunctioning equipment and any near-miss and to take immediate corrective action. Corrective action includes but is not limited to, immediately warning co-workers and notifying the relevant supervisor/manager.

All participants have the goal of Zero Harm, as it is recognised that all injuries are preventable.

35.2 Protective apparatus

35.2.1 Where the work of an Employee requires the provision of personal protective equipment, Sunstate shall provide and the Employee shall wear the equipment to achieve the purpose for which it is supplied.
35.2.2 Except for safety footwear, and as provided in clause 34.3 (uniforms), and clause 34.5 (Safety spectacles), the equipment shall remain the property of Sunstate.

35.2.3 An Employee issued with such equipment in accordance with this clause shall return it in the same condition as when it was issued, fair wear and tear accepted. If an Employee does not do so, the Employee acknowledges that Sunstate is entitled to deduct the replacement costs of the equipment from monies due to the Employee.

35.3 **Protective clothing and uniform**

35.3.1 An Employee, other than a casual Employee, shall be entitled to an approved company uniform or personal protective clothing free of charge. The first 3 sets of clothing shall be issued upon employment and another 2 sets of clothing shall be due at the completion of 3 months of continuous service.

35.3.2 Sunstate shall replace the issued clothing when it is returned unserviceable due to fair wear and tear.

35.3.3 An Employee issued with clothing shall wear that clothing whilst at work and shall not modify it to substantially alter its appearance.

35.3.4 For the purpose of this clause, a set of clothing shall consist of:

(a) a pair of overalls; or  
(b) a pair of trousers and a shirt; or  
(c) an approved company uniform.

35.3.5 By agreement between an Employee and Sunstate, another issue may be provided in place of a set of clothing.

35.3.6 An Employee who ceases employment within 3 months of an issue of clothing shall return that issue to Sunstate or pay or forfeit to Sunstate from monies due the depreciated value of such protective clothing.

35.3.7 Sunstate shall, at its cost, launder all protective clothing issued to Employees.

35.4 **Wet work**

Suitable waterproof clothing will be issued to an Employee required to work in the rain.

35.5 **Safety spectacles**

35.5.1 Safety spectacles of a suitable type, as defined by Australian Standards, shall be issued to an Employee and shall be worn in all areas designated by Sunstate as an eye protection area.

35.5.2 Where an Employee normally wears prescription spectacles, and their day to day duties are classified to be at risk of low to medium impact as defined by Australian Safety Standards, Sunstate will pay the cost of ensuring those spectacles comply with the Australian Safety Standard on the condition that;

(a) The allocation of a new pair or replacement pair of spectacles is restricted to a maximum of one each 12 months, unless damaged beyond repair in the course of employment.
(b) If the recipient terminates within 6 months of receiving prescription glasses the company shall withhold the pro-rata cost of the spectacles from their termination payment.

(c) Excluding for the reason of damage caused by the Employee’s negligence, Sunstate will pay for necessary repair when damaged in the course of employment.

35.6 Casual and part-time Employees

Casual and part-time Employees shall be issued with the necessary safety equipment to perform tasks which they are employed on. Such equipment shall remain the property of Sunstate.

PART 7 - OPERATIVE CONDITIONS

36 JOINT CONSULTATIVE COMMITTEE

The consultative mechanisms, established at local levels will be continued.

36.1 Consultative mechanisms/practices shall be implemented where agreement exists between Sunstate and Employees.

36.2 The form, structure and method of implementing consultative mechanism/practices shall be as determined at the local level through negotiations between Sunstate, Employees and their representatives consistent with agreed consultative models, provided however that the Employee’s representative shall be represented in the consultative process by a duly elected job representative.

36.3 The process of consultative practices is a mechanism through which Employees can be involved and positively contribute towards the success of the enterprise. All decisions are encouraged to be reached through consultative mechanisms/practices, however, managerial prerogative is acknowledged.

37 NATIONAL CODE OF PRACTICE COMPLIANCE


38 USE OF EXTERNAL LABOUR

38.1 The parties are committed to maintain and improve the job security of Employees.

38.2 The parties accept that full-time employment will where practicable be the normal basis of employment.

38.3 The parties recognise that Sunstate will engage contractors or labour hire to perform work. Sunstate will where possible provide the opportunity to Employees to perform such work provided the duties are within the limits of the Employee’s skill, competence and training.

38.4 If Sunstate engages contractors or labour hire, Sunstate will ensure that the contractor or labour hire workers comply with Sunstate’s workplace health and safety requirements and procedures.

39 NO EXTRA CLAIMS
39.1 From the commencement of this Agreement, a person or organisation covered by the Agreement will not pursue further claims for terms and conditions of employment that would have effect during the period of operation of this Agreement, except where consistent with the terms of this Agreement.
### PART 8 - SIGNATORIES

**Signed for and on behalf of Employees of Sunstate Cement Ltd**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

**In the presence of**

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

---

**Signed for and on behalf of The Australian Workers Union of Employees Queensland**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>

**In the presence of**

<table>
<thead>
<tr>
<th>Signature:</th>
<th></th>
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<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
</tbody>
</table>
### SCHEDULE A – CLASSIFICATIONS

The table below outlines the classification structure which applies under this Agreement and sets out a position description which corresponds with each classification. The position description sets out a brief description of matters such as the duties, employment qualifications, training and experience required of an employee in each classification. These matters may be set out in more detail in an external position description provided to an employee by Sunstate.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Maintenance Electrician</strong></td>
<td>Perform routine preventative maintenance on plant and equipment as well as skilled electrical work to test, inspect, fault find, and repair electrical systems, equipment, and fixtures.</td>
</tr>
<tr>
<td><strong>Employment Qualifications, Training &amp; Experience:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Electrical trade qualifications. (E.g. Electrical Fitter Mechanic or current equivalent).</td>
</tr>
<tr>
<td></td>
<td>• Proven experience in plant / machinery maintenance.</td>
</tr>
<tr>
<td></td>
<td>• Asset management software (preferably Pronto Maintenance) experience.</td>
</tr>
<tr>
<td></td>
<td>• SCADA. (Citect), PLC qualifications.</td>
</tr>
<tr>
<td></td>
<td>• Plant process control experience.</td>
</tr>
<tr>
<td></td>
<td>• St John’s 1\textsuperscript{st} Aid certificate or current equivalent. (preferable)</td>
</tr>
<tr>
<td></td>
<td>• Nationally accredited Confined Space certificate. (preferable)</td>
</tr>
<tr>
<td></td>
<td>• General safety induction (Construction industry card).</td>
</tr>
<tr>
<td></td>
<td>• Forklift ticket (preferable)</td>
</tr>
<tr>
<td></td>
<td>• Security checks relevant to obtaining a MSIC card.</td>
</tr>
<tr>
<td><strong>Maintenance Fitter</strong></td>
<td>Perform routine preventative maintenance on plant and equipment as well as inspect, fault-find and repair hydraulic and pneumatic systems.</td>
</tr>
<tr>
<td><strong>Employment Qualifications, Training &amp; Experience</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Mechanical trade qualifications. (E.g. Fitter and Turner or current equivalent).</td>
</tr>
<tr>
<td></td>
<td>• Proven experience in plant / machinery maintenance.</td>
</tr>
<tr>
<td></td>
<td>• Asset management software (preferably Pronto Maintenance) experience.</td>
</tr>
<tr>
<td></td>
<td>• Nationally accredited Confined Space certificate. (preferable)</td>
</tr>
<tr>
<td></td>
<td>• St John’s 1\textsuperscript{st} Aid certificate or current equivalent. (preferable)</td>
</tr>
<tr>
<td></td>
<td>• General safety induction (Construction industry card).</td>
</tr>
<tr>
<td></td>
<td>• Forklift ticket (preferable)</td>
</tr>
<tr>
<td></td>
<td>• Security checks relevant to obtaining a MSIC card.</td>
</tr>
<tr>
<td><strong>Production Bagging &amp; Warehousing Operator Levels 1-5</strong></td>
<td>Operate raw materials receivable, process cement, bag and dispatch final cement products.</td>
</tr>
<tr>
<td></td>
<td>• Commence, on Skill Level 1 requiring direct supervision, progressing to Skill Level 5 requiring minimum supervision.</td>
</tr>
<tr>
<td></td>
<td>• Skill Level 3 is required to be obtained within 12 months of commencement of employment and Skill Level 3 Plant Operators are able to work without direct supervision.</td>
</tr>
<tr>
<td></td>
<td>• Skill Level 5 is achieved after successful completion of assessment, through demonstrated behavioural and functional competencies, and training as detailed in the Training Matrix.</td>
</tr>
<tr>
<td></td>
<td>• As Plant Operators progress through the different levels responsibilities increase with the added requirements of</td>
</tr>
</tbody>
</table>
**Training and Supervision of Safe Work Practices.**
- Level 5 Plant Operators may also be required to undertake relief of a Bagging Shed Co-ordinator/Production Supervisor role as required.

**Employment Qualifications, Training & Experience**
- St John 1st Aid Certificate
- Fork Lift Licence
- Front End Loader & Confined Spaces Licence preferred
- Experience in a manufacturing environment
- Basic computer skills Basic customer service skills
- Security checks relevant to obtaining a MSIC card.

<table>
<thead>
<tr>
<th>Production Mill Operator Levels 3-7</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Undertake manufacturing processes involving raw materials receivable/handling, process cement, sampling &amp; testing, bag and dispatch final cement products.</td>
</tr>
<tr>
<td>- Commence, on Skill Level 1 or 2 requiring supervision, progressing to Skill Level 3 and above requiring minimum supervision.</td>
</tr>
<tr>
<td>- Skill Level 3 is required to be obtained within 12 months of commencement of role as miller and Skill Level 3 Plant Operators are able to work without direct supervision.</td>
</tr>
<tr>
<td>- Skill Levels are achieved after successful completion of assessments, through demonstrated behavioural and functional competencies, and training as detailed in the Training Matrix.</td>
</tr>
<tr>
<td>- As Plant Operators progress through the different levels responsibilities increase with the added requirements of training and supervision of safe work practices.</td>
</tr>
<tr>
<td>- Mill Operators may also be required to undertake relief in Team Leader and Production Supervisor roles as required and act as firewarden/emergency coordinator.</td>
</tr>
</tbody>
</table>

**Employment Qualifications, Training & Experience**
- St John 1st Aid Certificate
- Fork Lift Licence
- Front End Loader & Confined Spaces Licence preferred
- Experience in a manufacturing environment
- Sound computer skills
- Basic customer service skills
- WH&S/Environmental/Quality systems training and experience preferred
- Security checks relevant to obtaining a MSIC card.

<table>
<thead>
<tr>
<th>Raw Materials Operator Levels 1-5</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Operate raw materials Receival system/handling, preparing raw materials for products (including drying, reclaiming and screening), bag and dispatch final cement products.</td>
</tr>
<tr>
<td>- Matrix begins at Skill Level 1 requiring direct supervision progressing to Skill Level 5 requiring minimal supervision.</td>
</tr>
<tr>
<td>- Skill Level 3 Plant Operators are able to work without direct supervision and Skill Level 3 is to be obtained within 12 months of employment commencement</td>
</tr>
<tr>
<td>- Skill Levels are achieved after successful completion of assessment through demonstrated behavioural and functional competencies, and training as detailed in the Company's Training Matrix.</td>
</tr>
</tbody>
</table>
• As Plant Operators progress through the different levels responsibilities increase including the requirements for training and supervision.

Employment Qualifications, Training & Experience
• 1st Aid Certificate
• Fork Lift License
• Front End Loader
• Confined Space Certification
• Experience in a manufacturing environment
• Basic computer skills
• Security checks relevant to obtaining a MSIC card.
•
## TRAINING MATRIX

<table>
<thead>
<tr>
<th>Pay Level</th>
<th>Electrical</th>
<th>Mechanical</th>
<th>Production Mill Operator</th>
<th>Production Bag Operator</th>
<th>Raw Materials &amp; Receival</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Entry</td>
<td>Entry - Intermediate</td>
<td>Entry Skill Level 1</td>
<td>Entry Skill Level 1</td>
<td>Entry Skill Level 1</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Competent</td>
<td>Competent Skill Level 3</td>
<td>Competent Skill Level 3</td>
<td>Competent Skill Level 3</td>
</tr>
<tr>
<td>3</td>
<td>Entry Skill Level 1</td>
<td>Experienced</td>
<td>Experienced Skill Level 4</td>
<td>Experienced Skill Level 4</td>
<td>Experienced Skill Level 4</td>
</tr>
<tr>
<td>4</td>
<td>Entry Intermediate Skill Level 2</td>
<td>Advanced</td>
<td>Advanced Skill Level 5</td>
<td>Advanced Skill Level 5</td>
<td>Advanced Skill Level 5</td>
</tr>
<tr>
<td>5</td>
<td>Experienced Skill Level 4</td>
<td>Discretionary</td>
<td>Discretionary</td>
<td>Discretionary</td>
<td>Discretionary</td>
</tr>
<tr>
<td></td>
<td>Doc: TRN-AS-1023</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Trade Certificate</td>
<td>Trade Certificate</td>
<td>Advanced Skill Level 4</td>
<td>Advanced Skill Level 4</td>
<td>Advanced Skill Level 4</td>
</tr>
<tr>
<td>8</td>
<td>Competent Skill Level 3</td>
<td>Doc: TRN-AS-1060</td>
<td>Competent Skill Level 3</td>
<td>Discretionary</td>
<td>Discretionary</td>
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<tr>
<td></td>
<td>Doc: TRN-AS-1080</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Experienced Skill Level 4</td>
<td>Doc: TRN-AS-1063</td>
<td>Experienced Skill Level 4</td>
<td>Discretionary</td>
<td>Discretionary</td>
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<tr>
<td></td>
<td>Doc: TRN-AS-1083</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Advanced Skill Level 5</td>
<td>Doc: TRN-AS-1066</td>
<td>Advanced Skill Level 5</td>
<td>Discretionary</td>
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</tr>
<tr>
<td></td>
<td>Doc: TRN-AS-1086</td>
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<tr>
<td>11</td>
<td>Discretionary</td>
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</tr>
<tr>
<td>12</td>
<td>Discretionary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
- Boxes show the training modules that must be completed to qualify for the level.
- These modules must be successfully completed prior to being paid at the nominated level.
- Co-ordinators are to be paid the equivalent of one level above their qualified level.
## SCHEDULE B – 8 HOUR DAY ROSTER

### 8 HOUR ROSTER

<table>
<thead>
<tr>
<th>WEEK</th>
<th>TUES</th>
<th>WED</th>
<th>THURS</th>
<th>FRI</th>
<th>SAT</th>
<th>SUN</th>
<th>MON</th>
<th>HRS WORKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>off</td>
<td>off</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>2</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>off</td>
<td>off</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>off</td>
<td>off</td>
<td>8</td>
<td>40</td>
</tr>
<tr>
<td>4</td>
<td>8</td>
<td>8</td>
<td>8</td>
<td>L/D</td>
<td>off</td>
<td>off</td>
<td>8</td>
<td>32</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>total hours worked</th>
<th>152</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average weekly paid hours</td>
<td>38</td>
</tr>
</tbody>
</table>

L/D = Leisure Day

**Overtime:**

- Sunday paid at Double Time
- All other overtime paid at time and 1 half for the first 2 (2) hours and double time for the balance

**Annual Leave:**

- 20 days x 7.6 hours per day (4 weeks) = 152 hours
- During a period of annual leave an Employee will receive a 17.5% annual leave loading
SCHEDULE C – 10 HOUR DAY ROSTER

ROSTER 2 - 10 HOUR ROSTER

Mon - Fri start: 6:00 AM - 14:30 PM
Saturday start: 6:00 AM - 12:00 PM

Example of roster

<table>
<thead>
<tr>
<th>WEEK</th>
<th>TUES</th>
<th>WED</th>
<th>THURS</th>
<th>FRI</th>
<th>SAT</th>
<th>SUN</th>
<th>MON</th>
<th>HRS WORKED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>off</td>
<td>off</td>
<td>10</td>
<td>50</td>
</tr>
<tr>
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<td>off</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>off</td>
<td>off</td>
<td>10</td>
<td>40</td>
</tr>
<tr>
<td>3</td>
<td>10</td>
<td>off</td>
<td>10</td>
<td>10</td>
<td>6</td>
<td>off</td>
<td>10</td>
<td>46</td>
</tr>
<tr>
<td>4</td>
<td>10</td>
<td>8</td>
<td>off</td>
<td>off</td>
<td>off</td>
<td>off</td>
<td>off</td>
<td>18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>total worked hours</th>
<th>154</th>
</tr>
</thead>
<tbody>
<tr>
<td>hours in excess of 38 -</td>
<td></td>
<td></td>
</tr>
<tr>
<td>escalated to be paid at</td>
<td></td>
<td></td>
</tr>
<tr>
<td>double time</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>hours in excess of 38 - 2</td>
<td></td>
</tr>
<tr>
<td>total paid hours</td>
<td>156</td>
<td></td>
</tr>
</tbody>
</table>

Average weekly paid hours 39

Overtime: All double time

Annual Leave: 20 days x 7.6 hours per day (4 weeks) = 152 hours
17.5% annual leave loading = 4 weeks x 38 hours = 152 hours x 0.175 (loading) = an additional 26.6 hours pay per annum = 0.5115 hours per week

Public Holidays: Public Holiday entitlement to not work:
11 public holidays per year. 10 public holidays x 7.6 hours + 6 hours (Easter Saturday) = 82 hours total. Rostered for no more than 6 public holidays per year
Not rostered and paid for 41 hours per annum. 41 hours divided by 52 weeks per annum = 0.79 hours per week additional payment (0.80 hours rounded up)

Total average weekly payment including 17.5% annual leave loading and Easter Saturday public holiday payment = equivalent of 40.3115 hours per week
SCHEDULE D – 12 HOUR CONTINUOUS SHIFT ROSTER

4 Panels working 14 days in 28 days
12 Hours per shift X 2 shifts per day 365 days per annum

EOH = Equivalent Ordinary Hours

1 

PER PERSON CALCULATION

There are (4 x 38 hours) 152 hours to be worked every period of 4 weeks.
There are 14 working days every period of 4 weeks.
There are 2 Saturdays and Sundays worked every 4 weeks.
The remaining 10 days are worked Monday to Friday during the 4 week period.

Therefore a 12 hour shift = 10.857142 ordinary hours + 1.142858 overtime hours.

2 

CALCULATION OF PAYMENT PER 4 WEEK PERIOD

Monday to Friday 10 days x 10.857142 (ord time) EOH  
Saturday 2 days x 10.857142 x 1.5 (weekend penalty) EOH  
Sunday 2 days x 10.857142 x 2 (weekend penalty) EOH  
Overtime all at double time = 14 days x 1.142858 x 2 EOH

Total equivalent ordinary hours (per 4 week period) 216.57144
Total equivalent ordinary hours PAID hours per week 54.14286

3 

PUBLIC HOLIDAYS

There are 11 public holidays per year- 6 are worked and 5 are rostered off.

5 not worked (rostered off), 5 x 7.6 hours EOH  38.00
5 Monday to Friday worked = 12 hours x 2.5 x 5 days EOH  150.00
1 Easter Saturday

2 operators x 12 hours = 24 hours x 2.5 = 60 hours worked
2 operators rostered off x 7.6 = 15.2 rostered off

= 75.2 divided by 4 operators EOH  18.80
206.80
4  
Hours Paid in Roster already in Section 2 above

\[
\begin{align*}
5 \times 10.857142 \ (Monday \ to \ Friday) &= 54.2857 \ EOH \\
5 \times 1.142858 \times 2 \ (Overtime \ Monday \ to \ Friday) &= 11.4286 \ EOH \\
2 \times 10.857142 \times 1.5 \ (Saturday) &= 32.5714 \ EOH \\
2 \times 1.142858 \times 2 \ (Sat \ overtime) &= 4.5714 \ EOH \\
Total \ paid \ on \ Saturday &= 37.1429 \ EOH \ - \ divided \ by \ 4
\end{align*}
\]

| Total paid on Saturday | 75.0040 |

Section 3 total = 206.8 minus Section 4 total 75.00 = 131.80 per person per annum

**Hours to be added to total paid hours = 131.80 divided by 52**

| 2.53462 |

5  
**Total paid hours Section 2 = 54.14286**

**Plus Section 4 hours to be added = 2.5346**

**Total section 2 and section 4 = 56.67746**

| 57.00 |

6  
**SHIFT ALLOWANCE**

| Shifts worked Monday to Friday each 4-week period | 10 shifts (5 day and 5 night) |
| Hours worked per shift | 12 hours |
| Hours worked per 4-week period | 10 shifts x 12 hours = 120 hours |
| Hours worked on night shift per 4-week period | 120 hours ÷ 2 = 60 hours |
| Shift allowance per year | 60 hours x 15% shift loading = 9 hours per 4-week period |
| | 9 hours per 4-week period x 13 periods per year = 117 hours per year |
| | Less shift allowance for public holidays: 5 P/H x 12 = 60 hours ÷ 2 = 30 hours x 15% = 4.5 hours |
| | 117 hours – 4.5 hours = **112.50 hours per year** |
| Total shift allowance per week | 112.50 hours per year ÷ 52 = |

| 2.1635 Hours per week (say) 3.00 @100% rate |
| Payment for Shift Allowance shall be equal to 3 hours per weeks at the 100% rate of the ordinary rate for skill grade 7 (100% relativity) in accordance with clause 15.1 of this agreement |
Equal to 3 hours per week paid at the 100% rate.

There are no additional days off.

7 **ANNUAL LEAVE**

5 Weeks annual leave
Annual leave loading in accordance with Clause 30.8.1 (b)

8 **MEAL BREAKS**

70 minutes of meal breaks e.g. 2x20 mins and 1 x 30 mins to be taken at times convenient to shift and work load.

9 **OVERTIME**

All overtime at double time.

---

**TYPICAL 12 HOUR SHIFT ROSTER EXAMPLE**

<table>
<thead>
<tr>
<th></th>
<th>T</th>
<th>W</th>
<th>T</th>
<th>F</th>
<th>S</th>
<th>S</th>
<th>M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Week 1</td>
<td>D</td>
<td>X</td>
<td>X</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>X</td>
</tr>
<tr>
<td>Week 2</td>
<td>X</td>
<td>D</td>
<td>D</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>N</td>
</tr>
<tr>
<td>Week 3</td>
<td>N</td>
<td>X</td>
<td>X</td>
<td>D</td>
<td>D</td>
<td>D</td>
<td>X</td>
</tr>
<tr>
<td>Week 4</td>
<td>X</td>
<td>N</td>
<td>N</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>D</td>
</tr>
</tbody>
</table>
SCHEDULE E – 12 HOUR SHIFT RELIEF CONDITIONS

4 Panels working 14 days in 28 days
12 Hours per shift X 2 shifts per day 365 days per annum

1 CONDITION for the APPLICATION of SHIFT RELIEF

If a day worker relieves a shift for less than 7 days (worked) he or she will be paid at rates according to the SCL Agreement

If a day worker relieves a shift for 7 or more days (worked) he or she will receive payment as set out below.

2 CALCULATION OF PAYMENT PER 4 WEEK PERIOD

As per conditions set out in Schedule D: 12 Hour Continuous Shift Roster

3 PUBLIC HOLIDAYS

(i) If rostered to work on their own roster and they work on relief shift on a public holiday, they are entitled to double time & half for the hours worked, less the ordinary time they are being paid on shift

\[
\text{ie. 12 hours on roster } \times 2.5 = 30
\]

less ordinary hours paid within the averaged shift relief payment \[\text{example (in hours)}\]

\[
\text{TOTAL DUE FOR EXTRA PAYMENT } = 14.5
\]

(ii) If rostered to work on their own roster and they don't work on shift on the holiday, they are still entitled to the hours they would have received for the public holiday had they not gone onto shift relief

\[
\text{ie. 7.6 hours on roster } \text{ extra pay}
\]

(iii) If NOT rostered to work on their own roster and they work the public holiday on shift they are entitled to double time & half the ordinary hours paid within the averaged shift relief payment - less what they have been paid in their weekly annualised payment (refer 3.(i)) above; however, if working on Schedule C - 10 hour roster the following calculation applies

\[
12 \text{ hours } \times 2.5 = 30
\]

less ordinary hours paid \[\text{example (in hours)}\]

\[
\text{less annualised payment } = 6.9
\]

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3 **SHIFT ALLOWANCE**

Equal to 3 hours per week paid at the 100% rate.

Therefore total weekly pay = 54.14286 (54.25 decimal) hours of applicable % rate + 3 hours pay of 100% rate for shift allowance.

5 **MEAL BREAKS**

70 minutes of meal breaks e.g. 2x20 mins and 1 x 30 mins to be taken at times convenient to shift and work load.

6 **OVERTIME**

All overtime at double time.

7 **LEAVE ACCRUALS**

For the period worked on relief shift, Personal/Carers Leave and Annual Leave entitlements will accrue, and be paid, at an elevated rate to reflect relief shift conditions.

8 **Higher classification payment**

While undertaking relief milling duties, subject to 1 month of training for which time can be worked in sequence or broken up into full week periods, the relief operator will be paid at one matrix level higher than their assessed level, capped at level 5.
SCHEDULE F – ‘On-Call Roster’ Payment & Conditions

1. “On-call” is a specific rostered commitment for participants to remain continuously available outside normal scheduled working hours.

2. A ‘Participant’ shall mean a trade employee designated to be on-call within the On-call Roster.

3. All Tradesperson are required to participate in the On-call Roster.

4. The roster shall be a three week rotation consisting of three, one-week blocks. Blocks will be manned by two tradesmen, being one Electrical Trade and one Mechanical Trade.

5. Participants, while on-call, will be paid a daily rate equal to 1.5 hours at the 100% rate (refer clause 15.1 Minimum Wage Rates). Participants unable to fulfil their roster duty for any reason (i.e. Leisure day, sick leave etc.) will not be eligible for payment of the daily call-in rate.

6. Unless otherwise agreed, and on a case by case basis, a 3 hour window will be provided for call-in response time.

7. In the event one or more rostered participants leave Sunstate or is not yet at a level to adequately perform the call-out duties unsupervised, then:
   (a) By mutual agreement a participant may stand in to fill the short-fall on a daily basis and will be paid the daily on-call rate
   (b) In the event participants are unable or unwilling to fill a short-fall, contract tradesperson will be sourced to provide Sunstate with the necessary coverage.

8. In the event a participant is unable to fulfil their on-call duties as per the roster due to sickness, injury or annual leave, points 7(a) and 7(b) above apply.

9. Approval for annual leave will not be subject to roster placement.

10. Sunstate will allow shift swapping between agreeable parties, provided clear and timely notification is given to the Maintenance Supervisor and the Maintenance Coordinator/Planner. It will be the responsibility of the participant rostered to arrange alternative cover and to provide notification of the change.

11. Where a participant applies to take a Leisure Day that falls within their on-call duties as per the roster, the participant will be responsible for arranging a suitable replacement.

12. A mobile phone will be provided to on-call participants to ensure continuous availability.

13. On-call participants must present ‘fit for work’.

14. Recall to Work, as per clause 27.9, will apply.

15. By agreement between Sunstate and the majority of participants
   (a) the On-call Roster provisions can be amended
   (b) the On-call Roster can be terminated
## SCHEDULE G – Trade Tool list requirements

<table>
<thead>
<tr>
<th>TOOL LIST – Maintenance FITTER</th>
<th>TOOL LIST– ELECTRICIAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imperial and metric Allen Keys set</td>
<td>Insulated screwdrivers – 6 of various sizes (R)</td>
</tr>
<tr>
<td>$\frac{3}{8}$ drive socket set</td>
<td>Insulated Side cutters (R)</td>
</tr>
<tr>
<td>$\frac{1}{2}$ drive socket set metric and imperial – up to 32mm</td>
<td>Insulated electrical pliers (R)</td>
</tr>
<tr>
<td>6, 8, 12, 15 inch shifters (adjustable wrench)</td>
<td>Insulated long nose/pointy pliers (R)</td>
</tr>
<tr>
<td>Hack saw (blades to be supplied by Sunstate)</td>
<td>Shifting spanners 12, 10, 6 inch</td>
</tr>
<tr>
<td>Pipe wrench 12 inch</td>
<td>Steel rule</td>
</tr>
<tr>
<td>Multi grips</td>
<td>Tape measure 8 metres</td>
</tr>
<tr>
<td>Tin snips</td>
<td>Spanner set to 26 mm</td>
</tr>
<tr>
<td>Side cutters</td>
<td>Multi grips</td>
</tr>
<tr>
<td>Long nose pliers &amp; standard pliers</td>
<td>2 pound Ball Pein hammer</td>
</tr>
<tr>
<td>Cir clip plier set (internal and external)</td>
<td>Level 12 inch</td>
</tr>
<tr>
<td>Verniers</td>
<td>Wire strippers</td>
</tr>
<tr>
<td>Steel rule 6 inch and 12 inch</td>
<td>Boot lace crimpers – ratchet</td>
</tr>
<tr>
<td>Engineers square</td>
<td>Pre insulated terminal crimpers, Ratchet (R)</td>
</tr>
<tr>
<td>Level 12 inch</td>
<td>Retractable Stanley knife (supplied by Sunstate)</td>
</tr>
<tr>
<td>Standard file set</td>
<td>Socket set 6mm – 26mm (1/2 inch drive)</td>
</tr>
<tr>
<td>Feeler gauges</td>
<td>Imperial and metric Allen Keys set</td>
</tr>
<tr>
<td>Centre punch</td>
<td>Rotary cable striper</td>
</tr>
<tr>
<td>Cold chisel set</td>
<td>Hack saw (blades to be supplied by Sunstate)</td>
</tr>
<tr>
<td>Pin punch set</td>
<td>File set</td>
</tr>
<tr>
<td>Pry bars / podge bar (1 of each)</td>
<td>Personal Multi Meter (minimum Cat 3 rating) (R)</td>
</tr>
<tr>
<td>Screw driver Phillips head and flathead set</td>
<td>Tool bag/belt (bag: backpack preferred)</td>
</tr>
<tr>
<td>Tool box</td>
<td>Wire and standard banister brush (supplied by Sunstate)</td>
</tr>
<tr>
<td>Tape measure 8 metres</td>
<td>Torch</td>
</tr>
<tr>
<td>Soft hammer</td>
<td>Clamp metre</td>
</tr>
<tr>
<td>Ball pein hammer 16oz or 24 oz</td>
<td>Cir clip plier x 2</td>
</tr>
<tr>
<td>Vice grip</td>
<td></td>
</tr>
<tr>
<td>Scribe</td>
<td>Feeler gauges</td>
</tr>
<tr>
<td>Tool bag (backpack preferred)</td>
<td>Pin punch set</td>
</tr>
<tr>
<td>$\frac{1}{2}$ drive in-hex socket set</td>
<td>Centre punch and torx set</td>
</tr>
<tr>
<td>Torch</td>
<td></td>
</tr>
<tr>
<td>Tools relevant to restricted electrical certification (if qualified) – items indicated by (R) on electricians list.</td>
<td></td>
</tr>
<tr>
<td>Retractable Stanley knife (supplied by Sunstate)</td>
<td></td>
</tr>
<tr>
<td>Wire and standard banister brush (supplied by Sunstate)</td>
<td></td>
</tr>
<tr>
<td>Spanner set to 36mm</td>
<td></td>
</tr>
<tr>
<td>Open ended ring set</td>
<td></td>
</tr>
</tbody>
</table>