

**SPA SEALING DIVISION (NORTH
QUEENSLAND)
ENTERPRISE AGREEMENT 2024**

1. TITLE OF AGREEMENT

This agreement shall be known as the **SPA SEALING DIVISION (NORTH QUEENSLAND) ENTERPRISE AGREEMENT 2024** (“the Agreement”).

2. ARRANGEMENT

Contents

SPA SEALING DIVISION (NORTH QUEENSLAND)	1
1. TITLE OF AGREEMENT	1
2. ARRANGEMENT	1
3. APPLICATION	2
4. TERM OF THE AGREEMENT	2
5. PURPOSE OF ENTERPRISE AGREEMENT	2
6. EXCLUSION	2
7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS	3
8. PROBATIONARY PERIOD	4
9. CATEGORIES OF EMPLOYMENT	4
10. EMPLOYEE AND EMPLOYER DUTIES AND RESPONSIBILITIES	5
11. HOURS OF WORK	6
12. ROSTERED DAY OFF	7
13. WAGE RATES	8
14. NIGHT WORK	8
15. OVERTIME	9
16. TIME OFF IN LEIU OF OVERTIME	10
17. ALLOWANCES	11
18. SERVICE BONUS	11
19. WAGES INCREASE	12
20. MEAL AND REST BREAKS	12
21. SUPERANNUATION	12
22. SELF RESPONSIBILITY	12
23. PUBLIC HOLIDAYS	13
24. ANNUAL LEAVE	13
25. ANNUAL LEAVE LOADING	14
26. PERSONAL/CARER'S LEAVE	14
27. COMPASSIONATE LEAVE	15
28. COMMUNITY SERVICE LEAVE	15
29. LONG SERVICE LEAVE	15
30. PARENTAL LEAVE	15
31. DOMESTIC AND FAMILY VIOLENCE LEAVE	16
32. PAYMENT OF WAGES	17
33. CONSULTATION	18
34. TERMINATION OF EMPLOYMENT	20
35. ABANDONMENT OF EMPLOYMENT	20
36. SERIOUS MISCONDUCT	20
37. REDUNDANCY	21
38. DISPUTE & GRIEVANCE HANDLING PROCEDURE	22
39. PAYROLL DEDUCTION	23
40. WORKPLACE DELEGATES' RIGHTS	23
41. SIGNATURES TO AGREEMENT	27
SCHEDULE A - CLASSIFICATION SYSTEM AND WAGE RATES	28
42. OPERATOR CLASSIFICATIONS	28
43. Schedule A	29

3. APPLICATION

The Agreement shall apply to Operators working in the Sealing Division employed by Stabilised Pavements of Australia Pty Limited (“the Employer”), based in Queensland including (but not limited to) from:

- the depot located at 17 Titanium Place Bohle Queensland 4818

4. TERM OF THE AGREEMENT

- (a) This Agreement shall take effect from the first full pay period on or after the date seven days from the date of approval by FWC and shall have an expiry date of 31st October 2028.
- (b) The agreement will continue to apply beyond its expiration until it is replaced in accordance with the FW Act.
- (c) The employer will commence negotiating for a replacement agreement no later than 3 months before the nominal expiry date of this agreement

5. PURPOSE OF ENTERPRISE AGREEMENT

5.1 This agreement is to generally maintain and continue to improve the Employer’s overall efficiency and competitiveness at the same time as providing greater job security and more rewarding and fulfilling work skills for all Employees.

5.2 These objectives will be achieved through the processes of continuous improvement, teamwork, customer service and quality together with heightened occupational health and safety training and awareness and greater awareness of environmental issues.

5.3 Through training and experience Employees will be able to:

- (a) provide superior customer service
- (b) become more highly skilled
- (c) create a more effective and productive workplace
- (d) develop a genuine desire to achieve continuous improvement

5.4 The terms of agreement provide for full flexibility of duties within the scope of each employees qualifications, training and classification.

6. EXCLUSION

6.1 The Agreement shall be read to expressly exclude the application of any Award or other industrial instrument that may apply to the Employee at the time of approval, save as to the statutory minimums contained within the National Employment Standards (“NES”) and minimum wage rates (in accordance with Chapter 2, Part 2-6 of the Fair Work Act 2009).

6.2 In the event that the NES or minimum wage rates are adjusted to contain conditions or rates that are in excess of those relevant conditions or rates contained within the Agreement, the NES or statutory minimum rates shall apply.

7. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

7.1 The employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

- i. The ability for an employee to take up to 5 days annual leave in single day absences
- ii. The ability for an employee to bank a maximum of five (5) RDO's
- iii. Time off in lieu of paid overtime may be taken at the election of the employee provided that it must be taken within a 4 week period
- iv. The timing of the payment of annual leave and leave loading
- v. Salary sacrificing and wage deductions
- vi. Arrangements about when work is performed
- vii. Overtime rates
- viii. Penalty rates
- ix. Allowances
- x. Leave loading

7.3 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

7.4 the arrangement is genuinely agreed to by the employer and employee.

7.5 The employer 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 was made. The employer must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- a) includes details of:
- iv. the terms of the enterprise agreement that will be varied by the arrangement; and
 - v. how the arrangement will vary the effect of the terms;
 - vi. 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
 - vii. states the day on which the arrangement commences.

- 7.6 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.7 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) If the employer and employee agree in writing — at any time.

8. PROBATIONARY PERIOD

- 8.1 The Employee's employment will be subject to a probationary period of up to six (6) months.
- 8.2 During the probationary period either the Employer or the Employee may terminate the employment at any time by giving the other party one (1) weeks written notice. The Employer may elect to make payment in lieu of such notice.
- 8.3 This probationary period will also apply to any Employee whose original start date as a Full time or Part time employee is six (6) months or less from the effective date of this Agreement.
- 8.4 After the successful completion of the six month probationary period, the employee's employment will be ongoing

9. CATEGORIES OF EMPLOYMENT

- 9.1 Employees will be employed in one of the following Categories:
- (a) Full-time weekly employees
 - (b) Part-time weekly employees
 - (c) Casual employees
- 9.2 At the time of engagement the Employer will inform each Employee, in writing, of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual employees, and their classification in accordance with Appendix A.
- 9.3 Definitions:
- (a) Full time employment means an employee employed on a full-time basis working an average of 38 hours per week
 - (b) Part-time employee means an employee who normally works less than full time hours but may from time to time work 38 hours per week plus reasonable additional hours. A part time employee is entitled to all benefits of this agreement on a pro rata basis of the full time entitlement
 - (c) Casual employee means an employee who is engaged and paid as such and who has no firm advance commitment from the employer to continuing and indefinite work according to an agreed pattern of work. Casual employees will receive the relevant hourly rate of pay in Schedule A plus a casual loading of 25% of the hourly rate. The 25%

- (d) Casual loading offsets payment for leave, personal/carer's leave, community service leave, notice of termination and redundancy benefits and public holidays not worked. Casual loading does not apply.
- 9.4 A casual Employee, other than an irregular casual employee, who has been engaged on a regular and systematic basis during a six month period, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process. The casual conversion process will be in accordance with the award.
- 9.5 Where the Employee requests to have their employment converted, the Employer will advise the employee in writing within four weeks of the request, as to whether the employer can consent to the request.
- 9.6 A shift worker for the purposes of the NES is a continuous shift employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

10. EMPLOYEE AND EMPLOYER DUTIES AND RESPONSIBILITIES

10.1 Employees have the following duties and responsibilities:

- (a) The Employee agrees in the importance to the Employer of growth and development of business, and in maintaining a good reputation for the business. The Employee therefore agrees to work diligently and to faithfully carry out all lawful directions according to their job description, including complying with SPA Policies and Procedures as amended from time to time.
- (b) While in the Employer's premises and/or representing the Employer, the Employee is required to dress and behave in an appropriate manner and not to cause any discomfort or offence to a reasonable person.
- (c) Uniforms or protective clothing provided or required by SPA are to be worn by the Employee while carrying out SPA business.
- (d) To complete all necessary individual, project and business reporting' including Timesheets, Fuel usage sheets, Incident/Accident Reports, Workers Compensation, and any other designated forms in order to carry out the Employee's specified duties successfully, electronically on a daily basis
- (e) To comply with company Work Health & Safety (WH&S) requirements and those specific to the site at which the Employees may be working. Employees must comply with the site PPE equipment. i.e long trousers, long sleeve shirts, safety boots laced, hearing protection and broad brimmed hats.
- (f) All employees are to be aware of potential hazards and take reasonable care for their own health and safety and that of others who

may be affected by their action or omissions. All employees must ensure they fulfil their reporting requirements with particular attention to notifying their supervisor or manager of any hazards within the workplace.

- (g) Any injury or accident must be reported to the Employer as soon as practicable and at no later than 24 hours after the incident occurred. Additionally, in accordance with legislation, Employees must report any injuries sustained to the Employer as soon as practicable and with the exception of major injury or life threatening event, prior to seeing a treating doctor.
- (h) An Injured worker is required to cooperate in reasonable efforts by the Employer to be rehabilitated including participating in all return to work programs in consultation with their treating doctor and updating the Employer with all communication or medical updates as soon as available.
- (i) Any equipment issued to Employees i.e.: Safety equipment, tools, phone, vehicles, etc. remains the Employee's responsibility including paying for loss or damage due to neglect or wilful misuse by the employee. Employees must *immediately* report if equipment has been stolen, otherwise the equipment will be deemed to have been lost, making the employee liable for replacement costs.
- (j) Although SPA is responsible for organising and payment of air travel required for employees to carry out their duties, employees are responsible for ensuring they arrive on time for their scheduled flights. Where employees fail to arrive for their designated flights, employees will be held financial liable for any financial losses incurred.
- (k) Employees will ensure that they undertake their duties in accordance with the SPA POL-23 Code of Ethics including when in transit or circumstances where they are representing the company including
- (l) In the case of an at fault incident and where the employee is deemed to be negligent, the Employee may be required to contribute towards the insurance excess as per SPA Motor Vehicle policy.

10.2 The employee must not:

- (a) Act in conflict with the Employer's interests;
- (b) Be engaged by or concerned with or interested directly or indirectly in any other business without the Employer's consent;

10.3 The Employer undertakes the following:

- (a) The Employer agrees to provide a safe, clean and hygienic workplace and the necessary equipment for the work required of the Employee.
- (b) Employer will comply with all legislative requirements, as varied from time to time including WHS legislation
- (c) Employer will provide opportunities for training/upskilling and career advancement where opportunities arise and in conjunction with operational and business needs

11. HOURS OF WORK

- 11.1 The Ordinary hours of work shall be 38 hours per pay week. Other than for employees directed to work at night, the ordinary hours are between 6.00 am and 6.00 pm on Monday to Friday. These hours provide flexibility and availability for a specific contract, location or for climatic purposes.
- 11.2 Employees shall work 8 ordinary hours per day. These hours provide flexibility and availability for a specific contract, location or for climatic purposes. These hours may be worked as follows:
- (a) The ordinary working hours shall be worked in a 20-day 4-week cycle, Monday to Friday inclusive, with eight hours worked for each of nineteen days and with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The twentieth day of that cycle shall be known as the Rostered Day Off (“RDOs”) and shall be taken as outlined in clause 12 of the Agreement
 - (b) Working hours are considered to be from time required on site until completion of works except in the case whereby an Employee is requested to operate SPA plant to and from SPA job sites.
 - (c) Where nearest practical accommodation is more than 30 minutes away from the job site travel time will be paid (at normal time) after 30 minutes for all employees. Where an employee elects to find accommodation beyond the nearest practical accommodation, travel to the job site will be at their own expense.
- 11.3 Employees are expected to work reasonable additional hours to meet client’s requests or demand including weekend shifts to be worked. Hours worked in excess of eight (8) hours in one continuous shift during the week and all hours worked on a Saturday (with the exception of Clause 18.3) and a Sunday will be regarded as overtime hours.
- 11.4 Employees are entitled to a 10 hour break between any day or night shift. If this does not occur, employees will be paid at double time for the second shift. Employees will need to have prior approval from their Supervisor/Manager before commencing work without a 10hr break.
- 11.5 In the event that an employee is unable to complete five (5) eight hour shifts in a pay period due to a shift change by the employer, the employee shall be paid for shifts worked with a minimum of 38 hours paid.
- 11.6 A casual employee is entitled to payment for a minimum of four hours work per engagement, however where a casual employee is working away and the work is called off, they will be paid a minimum of 8 hours/engagement.

12. ROSTERED DAY OFF

- 12.1 Agreement on banking of RDOs
- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.

- (b) An Employee may elect, with the consent of the Employer, to take RDOs in half-day amounts.
 - (c) Subject to 12.1(d) below, an Employee may elect, with the consent of the Employer, to accrue some or all RDOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
 - (d) An Employee may only accrue up to a maximum of 5 RDOs at any one time. The Employer maintains the right to instruct an Employee to take part of or all of their bank of RDOs subject to reasonable notice.
- 12.2 Each day of paid leave taken, excluding Rostered Days Off, occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 12.3 An Employee who has not worked, or is not regarded by reason of 12.2 hereof as having worked, a complete nineteen-day four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination.

13. WAGE RATES

- 13.1 Employees shall receive a wage rate in accordance with Schedule A – Wage Rates of the Agreement.
- 13.2 Casual employees will receive the relevant hourly rate of pay in Schedule A plus a casual loading of 25% of the hourly rate. The casual loading is applicable on ordinary hours only.
- 13.3 The rates of pay contained in Schedule A are inclusive of all allowances that would otherwise be payable under the award, except where expressly provided for in this Agreement.

14. NIGHT WORK

- 14.1 Night work is any work commencing after 3:00pm and before 5:00am
- 14.2 Night work will be a standard part of our operational activities and employees will be required to work nights as necessary to meet customer requirements.
- 14.3 Where an employee is required to work at night, the employee will be entitled to the following provisions:
- (a) Employees whilst commencing night works Monday to Friday will be paid a loading of 50% more than their ordinary rate. All overtime hours will be paid at double time and will not attract additional loading.
 - (b) The employer shall provide notice of requirements to work at night as soon as practicable after becoming aware of the requirement for night work operations
 - (c) Any travel time undertaken during Night Work will be paid at normal time, unless operating SPA plant

14.4 The day the night work commences will be considered as the whole shift for loading and overtime purposes

14.5 Change of Shift:

- (a) If an employee commences night work on Monday night and is unable to complete five (5) eight hour shifts in a pay period due to a shift change by the employer, the employee shall be deemed to have completed a minimum of 38 hours for that pay period and will be paid as if they have completed the five (5) eight hour shifts within that pay period.
- (b) If an employee commences work on Sunday night and does not complete five (5) continuous night shifts the employee will be entitled to payment of 8 ordinary hours as a change of shift payment.

14.6 For clarity purposes:

- If an employee commences on a Sunday night and works 5 consecutive days, the minimum 38 ordinary hours requirement has been met and no further payment will be made as the employee will be unable to complete dayshift on Friday
- If an employee commences night work on Sunday and works a combination of day and night work, is available for day work on Friday and the employer has production day work available, any time worked will be paid at ordinary rate for the first 8 hours and overtime as per clause 15.1 thereafter.
- Example below:

Scenario	Sun Night	Mon	Tue	Wed	Thu	Fri
1 - Sunday Night Start	Night	Shift Change	Day	Day	Day	Paid at ordinary rate if production work available
	Night	Night	Shift Change	Day	Day	Paid at ordinary rate if production work available
	Night	Night	Night	Shift Change	Day	Paid at ordinary rate if production work available
	Night	Night	Night	Night	Shift Change	Paid at ordinary rate if production work available
	Night	Night	Night	Night	Night	No Change of shift paid - 5 consecutive night shifts
2 - Monday Night Shift Start		Night	Shift Change	Day	Day	Day
		Night	Night	Shift Change	Day	Day
		Night	Night	Night	Shift Change	Day
		Night	Night	Night	Night	Shift Change
		Night	Night	Night	Night	Night
3- Monday Day Start		Day	Day	Day	Day	Day
		Day	Day	Day	Day	Night
		Day	Day	Day	Night	Night
		Day	Day	Night	Night	Night
		Day	Night	Night	Night	Night

15. OVERTIME

15.1 All time worked beyond 8 ordinary hours will be paid as follows:

- (a) The first two hours of overtime worked on a Monday to Friday are to be paid at time and half and double time thereafter (for other than travelling time).
- (b) Overtime work on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter (for other than travelling time)
- (c) Any time worked on Sundays shall be paid at the rate of double time (for other than travelling time).

- 15.2 An Employee required to work overtime on a Saturday or Sunday shall be paid for a minimum of four hours work, provided that, except in the case of unforeseen circumstances arising, Employees shall not be required to work the full four hours, if the job they were recalled to perform is completed in a shorter period.
- 15.3 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours' work at the appropriate rates for each time the employee is so recalled. The employee will not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period, unless unforeseen circumstances arise.
- 15.4 Clause 15.3 will not apply in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 15.5 Should an employee work early morning or afternoon shift they will be paid as per clause 15.1 (a).
- 15.6 15.6 For the purposes of clause 15.5: early morning shift means a shift Commencing at or after 11:00pm and before 4:30am
- Afternoon shift means a shift starting at or after 3:00pm
- 15.7 An employee required to work overtime for at least one and a half hours after working ordinary hours inclusive of time worked for accrual purposes must be paid by the employer an amount of \$17.57 to meet the cost of a meal. This will not apply to an employee who is provided with board and lodging or who is receiving a living away from home allowance as per clause 17.1

16. TIME OFF IN LEIU OF OVERTIME

- 16.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 2 months of the said election.
- 16.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- (a) If, having elected to take time as leave in accordance with paragraph 16.1 of this sub clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 2 month period or on termination.
- (b) Where no election is made in accordance with the said paragraph (a), the Employee shall be paid overtime rates in accordance with this clause.
- (c) Travelling time exclusion does not apply when employees are driving plant to and from job sites

17. ALLOWANCES

17.1 Living Away From Home Allowance (LAHA)

When employees are required to stay away from home the Company will provide all accommodation. Where possible single room accommodation will be provided. Occasionally employees may be required to share if there is a shortage of accommodation at any particular location. A meal allowance will be provided to employees at \$100 per night when staying away from home.

When accommodation and meals are provided by the company no meal allowance will be paid.

Employees who travel home after working outside of their Usual Place of Employment shall be paid a travelling meal allowance of \$30 for the day. This allowance will be paid in lieu of any other allowances and will be taxed in accordance with current Government legislation at the time of application.

17.2 Safety Boots

A boot allowance of \$220.00 will be paid bi-annually in June and December each year after six months continuous service with the Employer.

17.3 Clothing allowance

(a) Employer approved clothing will be available to Permanent Employees and Casual employees who have been with the company more than 3 months at no cost each calendar year as follows:

- i. 6 x embroidered long sleeved hi vis work shirts
- ii. 6 x trousers with reflective tape
- iii. 2 x SPA embroidered jumpers
- iv. 1 x hat
- v. Wet weather gear
- vi. 1 x Safety jacket

Sprayer Operators

- i. 3 x overalls

(b) Additional quantities of the clothing items set out in 17.3(a) may be purchased by the Employee for 50% of the cost.

(c) Clothing items contained within 17.3(a) should be obtained upon request by contacting the regional Employer representative.

18. SERVICE BONUS

18.1 A service bonus will be paid to each employee at an extra \$500 bi-annually for operators with over 2 years continuous service.

18.2 Payments will be made in June and December each year

19. WAGES INCREASE

- 19.1 With the wage increase injected under the operator classification in conjunction with this Agreement the Employer will further implement a minimum of three pay increases over the term of the Agreement. The guaranteed wage increases are:
- (a) 3.50% increase on the start of the 1st pay period seven days following the date of approval by FWA as outlined in Schedule A (this date will be the approved anniversary date);
 - (b) 2.40% increase on the first complete pay period following the approved anniversary date in 2025;
 - (c) 2.40% increase on the first complete pay period following the approved anniversary date in 2026.
 - (d) 2.20% increase on the first complete pay period following the approved anniversary date in 2027.

20. MEAL AND REST BREAKS

- 20.1 Subject to clause 20.2 below, Employees shall be entitled to a paid meal break each shift of not less than 30 minutes in duration, provided that, where possible, the meal break shall be taken between 11.30am and 1.30pm.
- 20.2 Where job flexibility is necessary, the usual daily meal break shall be taken at a time to suit the particular needs of the work in hand. Any such change to the usual time set for taking the break as a consequence of the work requirements will be without penalty to the Employer and determined by mutual agreement with the Employees.
- 20.3 Employees will be entitled to two paid rest breaks, per shift, of up to 10 minutes each to be taken at times that will not disrupt the normal flow of work.

21. SUPERANNUATION

The Employer shall pay superannuation to the Employees in accordance with the federal superannuation legislation currently in force and as varied from time to time.

22. SELF RESPONSIBILITY

- 22.1 To achieve the objectives of this Enterprise Agreement, “**Self-Responsibility Awareness**” has been introduced. All operators will be responsible for all equipment passed onto them by the Employer. This equipment will include, but not necessarily limited to the following items:
- (a) Tools
 - (b) Personal Protective Equipment
 - (c) Safety Equipment
 - (d) Wet Weather gear
 - (e) Phones
 - (f) Cars
 - (g) Fuel Cards

- (h) UHF
- (i) iPad
- (j) Blue Keys

- 22.2 As part of Self Responsibility Awareness, in order to replace any of the above equipment the old items will need to be returned to the Company.
- 22.3 Equipment provided by the Employer for use of the Employees during the course of their employment must also be returned upon cessation of employment with the Employer. Such equipment must be in reasonable condition, considering normal wear and tear.
- 22.4 In the event that such items under Self Responsibility Awareness are not returned or not returned in a reasonable condition, the cost of the replacing the items will be deducted from the operators pay, unless there is justifiable cause for non-return endorsed by the employer.
- 22.5 Any genuine accident whilst in charge of a company vehicle (including any hired equipment) will be at the employer's expenses. Any accident that has been mutually acknowledged to have been caused by the employers reckless or unlawful use of the vehicle will be subject to action in accordance with the SPA POL 07 – Motor Vehicle Policy

23. PUBLIC HOLIDAYS

- 23.1 For the purposes of this Agreement public holidays will be observed in accordance with the NES and any other declared or prescribed Federal or State/ regional holiday including any substitute days.
- 23.2 Employees, other than casuals, whose ordinary hours of work fall on a public holiday and who are not required to work, will be paid their ordinary hourly rate of pay for the hours of work on that day. Where an employee is required to work on a public holiday they will be paid at the rate of double time and a half for all hours worked (for other than travel).
- 23.3 When travelling away from home Employees will be entitled to the public holidays as observed in their normal place of employment only.
- 23.4 If working away from home during a public holiday at their normal place of employment, employees may elect to work on the public holiday and substitute the public holiday to another day upon their return to their normal place of employment.
- 23.5 The Employer will endeavor to have employees home at the commencement of each Easter and Christmas public holiday period.

24. ANNUAL LEAVE

- 24.1 All employees, other than casuals are entitled to annual leave in accordance with the NES.
- 24.2 Part of an annual leave entitlement may be taken during the calendar year upon mutual agreement between the Employer and the Employee. Employees will request annual leave by submitting a company leave application form. All annual leave is to be authorised in advance of being taken.

- 24.3 Untaken leave, part or fully accumulated, will be paid out on termination of employment.
- 24.4 No annual leave may be taken during the Employee's probation period.
- 24.5 Once the Employee has annual leave of 20 days, it must be taken no later than twelve months after becoming due. The employer may instruct an employee to take overdue leave by giving a minimum of one month's notice.
- 24.6 Annual Leave may not be taken during certain periods being Easter each year to 30th June, and 1st October to 20th December, exceptional circumstances notwithstanding.
- 24.7 The company may direct employees to take annual leave during the Christmas/ New Year holiday period where the company shuts down the business or part of the business or reduces it to core employees needed to meet business demands. The Company will provide at least 1 months' notice to affected employees. If an employee does not have leave accrued to cover the shutdown period they will be required to take leave without pay
- 24.8 The Employer maintains the right to instruct an Employee to take annual leave in such circumstances where the Employer has insufficient workload.

25. ANNUAL LEAVE LOADING

- 25.1 Annual Leave loading is payable in addition to the pay for the period of annual leave taken and given and due to the Employee under clause 26
- 25.2 The loading is to be calculated in relation to any period of annual leave to which the Employee becomes or has become entitled or, where such leave is given and taken in separate periods, then in relation to each such separate period.
- 25.3 The loading is the amount payable for the period or the separate period, as the case may be is 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this agreement, for the classification in which the Employee was employed immediately before commencing his annual leave.
- 25.4 No loading is payable to an Employee who takes annual leave wholly or partly in advance; provided that, if the employment of such an Employee continues until the day when he would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with this clause, applying the award rate of wages payable on that day.

26. PERSONAL/CARER'S LEAVE

- 26.1 Employees are entitled to paid and unpaid personal/carer's leave in accordance with the NES. Employees are required to provide evidence of their leave requirements, such as a medical certificate, for all absences exceeding 3 single days in a calendar year, absences of more than 2

consecutive days and leave taken immediately before or after a long weekend.

27. COMPASSIONATE LEAVE

- 27.1 All employees, other than casual employees, may take compassionate leave when a member of the employee's immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life, or dies. They will be entitled to be paid two days per occasion in accordance with the NES.
- 27.2 The Employer may request evidence of the illness, injury or death.
- 27.3 For casual employees, compassionate leave is unpaid leave

28. COMMUNITY SERVICE LEAVE

- 28.1 An employee who is engaged in an eligible community service activity is entitled to be absent from work where it is reasonable that they are engaged in such an activity or reasonable travelling time associated with the activity or reasonable rest time immediately following the activity. Eligible community service activities are defined in the Act and include:
- (a) Jury service (including attendance for jury selection)
 - (b) A voluntary emergency management activity;
 - (c) any other activity prescribed in the Regulations that is of a community service nature.
- 28.2 A voluntary emergency management activity must involve:
- (a) dealing with an emergency or natural disaster; and
 - (b) participation on a voluntary basis; and
 - (c) membership of, or a membership-like association with a recognised emergency management body as defined in the Act
- 28.3 The employee must provide their employer with notice of the absence as soon as practicable and advice of the period or expected period of absence. The employer may require evidence that the employee was engaged in an eligible community service activity.
- 28.4 Jury Service - An Employee required to attend for jury service will be paid in accordance with the NES. The Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and any amount received in respect of such jury service.

29. LONG SERVICE LEAVE

Employees may be entitled to long service leave in accordance with the NES or under the relevant state/ federal long service leave legislation including the Building and Construction Industry Long Service Payments Act 1986.

30. PARENTAL LEAVE

Employees are entitled to Parental Leave in accordance with the NES.

31. DOMESTIC AND FAMILY VIOLENCE LEAVE

This clause applies to all Employees, including casuals.

31.1 Definitions

- (a) In this clause:
 - i. **family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- (b) **family member** means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - ii. child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee ;or
 - iii. a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (c) A reference to a spouse or de facto partner in the definition of family member in clause 33.1(b) includes a former spouse or de facto partner.

31.2 Entitlement to unpaid leave

- (d) An Employee is entitled to 10 days' unpaid leave to deal with family and domestic violence, as follows:
 - i. the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - ii. the leave does not accumulate from year to year; and
- (e) is available in full to part-time and casual Employees.
- (f) Note: A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
- (g) The Employer and Employee may agree that the Employee may take more than 10 days 'unpaid leave to deal with family and domestic violence.

31.3 Taking unpaid leave

- (a) An Employee may take unpaid leave to deal with family and domestic violence if the employee:
 - i. is experiencing family and domestic violence; and
 - ii. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.
- (b) Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

31.4 Service and continuity

The time an Employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

31.5 Notice and evidence requirements

- (c) Notice
An Employee must give their Employer notice of the taking of leave by

the Employee under clause 33.5. The notice:

- i. must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - ii. must advise the Employer of the period, or expected period, of the leave.
- (d) Evidence
An Employee who has given their employer notice of the taking of leave under clause 30.5 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.1(a).
- (e) Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

31.6 Confidentiality

- (f) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an Employee has provided under clause 33.5(b) is treated confidentially, as far as it is reasonably practicable to do so.
- (g) Nothing in clause 33.5 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.
- (h) Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such Employees regarding the handling of this information.

31.7 Compliance

- (i) An Employee is not entitled to take leave under clause 30 unless the Employee complies with clause 30

32. PAYMENT OF WAGES

- 32.1 Employees will be paid on a weekly basis paid by electronic transfer of pay into their nominated bank account.
- 32.2 An Employee may nominate for accounts such facilities as banks, credit unions, building societies or such other similar financial institutions.
- 32.3 Each Employee will inform the Employer on commencement or no later than the end of the first full pay period after commencement of such nominated facilities and accounts.
- 32.4 When an Employee is terminated, the Employer will pay any wages and entitlements due as soon as practicable after their last day of work.
- 32.5 Where the Employee has been overpaid in respect of any entitlement, or received an entitlement that the Employee is not entitled to, including for the time lost through the Employee's absence where the Employee has no entitlement to paid leave, the Employee gives his or her consent to the Company to recover the amount overpaid by:
- (a) Deduction from salary over an agreed period which will not exceed 12 pay cycles ; or

- (b) Deduction from the final entitlement to salary, including any holiday pay, at the termination of this agreement.

33. CONSULTATION

33.1 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 employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

33.2 Major change

- (a) For a major change referred to in paragraph 36.1(a):
 - i. the employer must notify the relevant employees of the decision to introduce the major change; and
 - ii. subclauses 36.3 to 36.9 apply.

33.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

33.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

33.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and 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:
- (c) all relevant information about the change including the nature of the change proposed; and
 - i. information about the expected effects of the change on the employees; and
- (d) any other matters likely to affect the employees.

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

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

33.8 If a term in the enterprise 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 subclauses 36.2a, 36.3 and 36.5 are taken not to apply. 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.

33.9 For a change referred to in paragraph 31.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 36.11 to 36.15 apply.

33.10 The relevant employees may appoint a representative for the purposes of the procedures in this term.

33.11 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;
- (c) the employer must recognise the representative.

33.12 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
 - iv. 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).

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

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

33.15 In this term:

- (a) *relevant employees* means the employees who may be affected by a change referred to in subclause 36.1.

34. TERMINATION OF EMPLOYMENT

34.1 Termination by the Company

- (a) Subject to Clause 35 in this Agreement, the Company may terminate a full or part time employee's employment by giving notice in writing to the employee, or by payment in lieu of notice.
- (b) The Company will provide a period of notice in accordance with the following table:

Length of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (c) The notice period will be increased by one week if the employee: -
 - i. Is over 45 years old; and
 - ii. Has completed at least 2 years of continuous service with the Company.
- (d) Where notice is given by the employer, there will be no ability for this to be waived.

34.2 Termination by the Employee

- (e) Except in the case of casual and probationary employees, an employee who wishes to terminate their employment must give the Company notice in accordance with the following table:

Length of continuous service	Period of Notice
Not more than 1 year	1 week
More than 1 year	4 weeks

- (f) If an employee fails to give notice the employer has the right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice not given.
- (g) The employee and employer may agree by mutual consent that the notice period provided in clause 35.2 is not required.
- (h) Where notice is given by the employer, there will be no ability for this to be waived.

35. ABANDONMENT OF EMPLOYMENT

Subject to the Fair Work Act, if an employee is absent for more than three (3) consecutive working days without contacting the Employer and has not explained their absence to the Employer's satisfaction or cannot be contacted at the last advised address, the employee will be deemed to have abandoned his/her employment and will as a consequence have their employment terminated.

36. SERIOUS MISCONDUCT

- 36.1 The Company may terminate the employment of an employee for serious misconduct without prior notice of termination, or payment in lieu of notice.
- 36.2 Serious misconduct includes but is not limited to, the following:
- (a) Any serious breach of the employee's confidentiality obligations;
 - (b) The employee being under the influence of drugs or alcohol or being in the possession of illicit substances or devices used for storage or consumption at work;
 - (c) The employee being abusive or violent, physically or otherwise, towards another person, or causing a risk to the health and safety of another person;
 - (d) Wilful breach of the employee's employment obligations, including the obligation to comply with Company policies as amended from time to time;
 - (e) Failure to obey a lawful and reasonable direction by the Company, including an employee's failure to comply with safety procedures;
 - (f) Wilful, or deliberate, behaviour by an employee that is inconsistent with the continuation of the contract of employment, including serious neglect of duty and willful damage to or defacing property or goods at the workplace;
 - (g) The employee committing or attempting to commit any act of fraud or dishonesty at work;
 - (h) The employee being charged with or convicted of any criminal offence which in the opinion of the Company makes it unsuitable for the employee to continue in their employment; and
 - (i) The employee acting in a manner which has or is likely to have a detrimental effect on the standing or reputation of the Company.
 - (j) Failure to hold and maintain a valid driver's license, of the required minimum class for their level of employment, from an Australian State or Territory
- 36.2 Obligations on termination
- (a) An employee whose employment has been terminated for any reason must immediately return to the Company all property, documents and any items in the employee's possession, owned by the Company.

37. REDUNDANCY

- 31.7 Redundancy will be managed in accordance with the National Employment Standards (NES). The provisions of this clause do not apply to casual employees.
- 37.2 An employee's job will be deemed to be redundant if the Company determines that the job is no longer required and will not be done by any person due to operational requirements such as economic, structural or

technical changes.

- 37.3 The employer will consult with employees likely to be affected and where possible attempt to obtain re-employment opportunities for affected employees.
- 37.4 The employer will provide the employee with notice of redundancy in accordance with Clause 37.2 of this Agreement or payment in lieu of such notice.
- 37.5 An employee who has received notice of termination due to redundancy may terminate their employment during the notice period and will be entitled to the same redundancy payment had they remained until the expiry of such notice. However, such employee will not be entitled to payment in lieu of notice.
- 37.6 In addition to the period of notice prescribed above, an employee whose employment is terminated by reason of redundancy will be entitled to severance pay in accordance with the following table:

Years of Service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

- 37.7 A week's pay is defined as 38 hours at the employee's ordinary hourly rate of pay as provided in this agreement.
- 37.8 The above severance payment will not be made where the Company obtains acceptable alternative employment for the employee.

38. DISPUTE & GRIEVANCE HANDLING PROCEDURE

- 38.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- 38.2 this term sets out procedures to settle the dispute.
- 38.3 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 38.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 38.5 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 38.6 Fair Work Commission may deal with the dispute in 2 stages:
- (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing

- an opinion or making a recommendation; and
 - (b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 38.7 If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 38.8 A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 38.9 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational Health and Safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the Employee to perform; or
 - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 38.10 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

39. PAYROLL DEDUCTION

Where duly authorised by an employee, the Company will facilitate the deduction of union membership dues (as advised / increased by the union from time to time) and will forward such dues to the Union on a monthly basis.

40. WORKPLACE DELEGATES' RIGHTS

- 40.1 Clause 36A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 36A.
- 40.2 In clause 36A:
- (a) employer means the employer of the workplace delegate;
 - (b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- 40.3 Before exercising entitlements under clause 36A, a workplace delegate

must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election. An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

40.4 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

40.5 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 36A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.'
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

40.6 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - i. a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - ii. a physical or electronic noticeboard;
 - iii. electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - iv. a lockable filing cabinet or other secure document storage area; and
 - v. office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 36A.7(a) if:
 - i. the workplace does not have the facility;
 - ii. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - iii. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

40.7 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must

provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - i. full-time or part-time employees; or
 - ii. regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

40.8 Exercise of entitlements under clause 36A

- (a) A workplace delegate's entitlements under clause 36A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 36A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 36A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

 - i. unreasonably fail or refuse to deal with a workplace delegate; or
 - ii. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
 - iii. unreasonably hinder, obstruct or prevent the exercise of the rights of

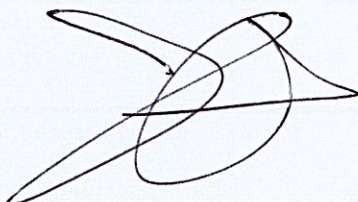

a workplace delegate under the Act or clause 36A.

- 40.9 Interaction with other clauses of this award Other clauses of this award may give additional or more favorable entitlements to workplace delegates (however described). If an entitlement of a workplace delegate under another clause of this award is more favorable to the delegate than an entitlement under clause 36A, the entitlement under the other clause applies instead of the entitlement under clause 36A.

This Page Intentionally left blank

41. SIGNATURES TO AGREEMENT

41.1 For the Employer

Signature	
Print Name and Occupation	DANIEL ORRISS EXECUTIVE GENERAL MANAGER
Address	234 WISEMANS FERRY ROAD SOMERSBY NSW
Common Seal of Employer	
Date	7/11/2024

41.2 Signed for and on behalf of the Employees

Signature	Signed by:  4BCA78A039754B8...
Print Name and Occupation	OWEN KENDALL OPERATOR
Address	17 TITANIUM PL, BOHLE, 4810
Date	06/11/2024

SCHEDULE A - CLASSIFICATION SYSTEM AND WAGE RATES

42. OPERATOR CLASSIFICATIONS

Classification	Sprayseal QLD	Sprayer Drivers
<p>Level 1 < 1 years' experience</p>	<ul style="list-style-type: none"> • Entry level • General Labourer 	<ul style="list-style-type: none"> • NA
<p>Level 2 < 3 years' experience + Skill Level 1 – Competent In 1 Level 2 Tasks Skill Level 2 – Competent In 4 or More Level 2 Tasks</p>	<ul style="list-style-type: none"> • Pneumatic Roller Operator • Spotting • Broom Operator • Front End Loader Operator • Operates vehicle which requires a MR License • Traffic Controller /Site Marshal • Crew Truck Driver • Front end Loader 	<ul style="list-style-type: none"> • NA
<p>Level 3 >3 years' experience + Skill Level 1 – Competent in a Level 3 Task Skill Level 2 – Competent in 3 or more Level 3 Tasks</p>	<ul style="list-style-type: none"> • Operates vehicle which requires a HR License • Forklift/Telehandler operation • Dangerous Good license • Suction Sweeper • Aggregate Spreader Operator • Fabric spreader operator • QA Competent person (Hold points, lay Sheets, agreed quantities) 	<p>Trainee Bitumen Sprayer Operator</p> <ul style="list-style-type: none"> • An Employee that requires Full Time Supervision in the above task
<p>Level 4 >5 years' experience + Skill Level 1 – Competent in a Level 4 Task Skill Level 2 – Advanced in Level 4 Tasks</p>	<ul style="list-style-type: none"> • Operates a vehicle which requires a HC License • Leading Hand (Trainee) • Senior Operator • Asses Sites for EHS Risks 	<p>Beginner/Seal Crew Sprayer Operator</p> <ul style="list-style-type: none"> • Safely drive and operate sprayer • Loading of binders unsupervised • Competent Bitumen Sprayer Operator including boil-out operations • Can complete Spray sheets
<p>Level 5 >5 years' experience + Skill Level 1 – Competent in a Level 5 Task Skill Level 2 – Advanced in Level 5 Tasks</p>	<p>Leading Hand that can:</p> <ul style="list-style-type: none"> • Supervise crew and subcontractors • Complete compliance audits on safety & quality of work • Train other employees • Organize onsite activities/tasks • Inspect job sites and developing job information reports • Leading Hand that is competent in Sprayer driver - Classification 4 Skill level 1 	<p>Supply and Spray Sprayer Driver (No Supervision)</p> <ul style="list-style-type: none"> • Competent Bitumen Sprayer Operator that can complete all C4 for Spray sealing operations • Advanced Sprayer driver that can: • Supply and spray unsupervised • Manage bitumen deliveries • Organize crew • Extensive product knowledge

43. Schedule A

Stabilised Pavements of Australia Pty Limited NQLD Sealing Pay Rates

- (a) 3.50% increase on the start of the 1st pay period following the date of approval by (this date will be the approved anniversary date);
- (b) 2.40% increase on the first complete pay period following the approved anniversary date in 2025;
- (c) 2.40% increase on the first complete pay period following the approved anniversary date in 2026;
- (d) 2.20% increase on the first complete pay period following the approved anniversary date in 2027.

Levels		2024	2025	2026	2027
Increase %		3.5%	2.4%	2.4%	2.2%
Level 1		\$28.27	\$28.94	\$29.64	\$30.29
Level 2	Skill Level 1	\$28.97	\$29.66	\$30.38	\$31.05
	Skill Level 2	\$30.15	\$30.87	\$31.61	\$32.31
Level 3	Skill Level 1	\$31.69	\$32.45	\$33.23	\$33.96
	Skill Level 2	\$32.98	\$33.77	\$34.58	\$35.34
Level 4	Skill Level 1	\$34.71	\$35.55	\$36.40	\$37.20
	Skill Level 2	\$36.11	\$36.98	\$37.87	\$38.70
Level 5	Level 5 pay rate will not be lower than Level 4. Discretionary amount				