

BORAL ASPHALT (VICTORIA) ENTERPRISE AGREEMENT 2022

1.	AGREEMENT SCOPE AND APPLICATION	3
1.1.	TITLE OF AGREEMENT	3
1.2.	AGREEMENT START DATE AND DURATION.....	3
1.3.	COVERAGE OF THIS AGREEMENT.....	3
1.4.	RELATIONSHIP OF THIS AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS.....	3
1.5.	APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS	3
1.6.	NO EXTRA CLAIMS.....	4
2.	TYPES OF EMPLOYMENT.....	4
2.1.	FULL-TIME EMPLOYEES	4
2.2.	PART-TIME EMPLOYEES	4
2.3.	CASUAL EMPLOYEES.....	4
2.4.	CASUAL CONVERSION	5
2.5.	FIXED TERM EMPLOYEES.....	5
3.	WAGES AND RELATED MATTERS	6
3.1.	WAGE RATES	6
3.2.	DEDUCTION FROM WAGES	7
3.3.	CLASSIFICATION STRUCTURE	7
3.4.	PAYMENT OF WAGES	9
3.5.	ALLOWANCES	9
3.6.	PROJECT SITE ARRANGEMENTS	14
3.7.	SUPERANNUATION.....	15
4.	WORKING ARRANGEMENTS	17
4.1.	HOURS OF WORK	17
4.2.	ROSTERED DAY OFF (RDO) PROVISIONS	18
4.3.	SHIFT WORK	19
4.4.	BREAKS	21
4.5.	OVERTIME	22
4.6.	CALL OUT.....	25
5.	MISCELLANEOUS WORKING ARRANGEMENTS.....	26
5.1.	INCLEMENT WEATHER	26
5.2.	FIRST AID	27
5.3.	WORK CLOTHING.....	27
5.4.	INCOME PROTECTION	27
5.5.	ACCIDENT MAKE UP PAY	28

6.	LEAVE AND PUBLIC HOLIDAY PROVISIONS	28
6.1.	APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS	28
6.2.	ANNUAL LEAVE.....	28
6.3.	PUBLIC HOLIDAYS.....	30
6.4.	PERSONAL / CARER’S LEAVE.....	31
6.5.	COMPASSIONATE LEAVE	33
6.6.	LONG SERVICE LEAVE	33
6.7.	JURY SERVICE.....	33
6.8.	LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE	34
6.9.	COMMUNITY SERVICES LEAVE	34
6.10.	PARENTAL LEAVE.....	34
7.	EMPLOYEE’S DUTIES AND OBLIGATIONS.....	34
7.1.	DUTIES OWED BY EMPLOYEES AND COMPANY	34
7.2.	COMPANY POLICIES.....	35
8.	TERMINATION & REDUNDANCY	35
8.1.	TERMINATION OF EMPLOYMENT	35
8.2.	REDUNDANCY.....	37
8.3.	TRANSFER OF EMPLOYMENT	38
8.4.	EARLY RETIREMENT PROVISIONS.....	38
9.	CONSULTATION & DISPUTE RESOLUTION	39
9.1.	CONSULTATION AND COMMUNICATION.....	39
9.2.	CONSULTATIVE COMMITTEE.....	41
9.3.	THE ROLE OF EMPLOYEE REPRESENTATIVES	42
9.4.	DISPUTE RESOLUTION PROCEDURE	42
10.	INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	43
11.	SET-OFF AND OVERPAYMENTS	45
12.	SCHEDULE A – CLASSIFICATION STRUCTURE	46
13.	SIGNATORIES TO THE AGREEMENT.....	51

1. AGREEMENT SCOPE AND APPLICATION

1.1. TITLE OF AGREEMENT

This Agreement will be known as the Boral Asphalt (Victoria) Enterprise Agreement 2022 (**the Agreement**).

1.2. AGREEMENT START DATE AND DURATION

This Agreement shall commence operation seven (7) days after its approval by the Fair Work Commission. This Agreement has a nominal expiry date of 31 October 2025.

1.3. COVERAGE OF THIS AGREEMENT

(a) This Agreement covers:

- (i) Boral Resources (Vic) Pty Limited, trading as Boral Asphalt (ACN 004 620 731) of 251 Salmon Street, Port Melbourne, Vic 3207 (**Boral/the Company**); and
- (ii) the employees of Boral who are employed to work in the classifications covered by this Agreement at asphalt plants and depots operated by the Company in Victoria (**the Employees**).

(b) This Agreement also covers The Australian Workers' Union, Victorian Branch (**the Union**) if the Fair Work Commission has noted in its approval decision that the Union is covered by this Agreement.

1.4. RELATIONSHIP OF THIS AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS

This Agreement regulates the terms and conditions of employment of the employees to the total exclusion of any other industrial instrument that might otherwise apply, including but not limited to, any modern award, previous enterprise agreement or transitional instrument.

The term industrial instrument in this Agreement is intended as a reference to awards and/or enterprise agreements (however described under the applicable legislative regime) and is not a reference to common law arrangements, such as, contracts of employment or Boral policies.

1.5. APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Despite any other provision of this Agreement, the NES does not form part of and is not incorporated as a term of this Agreement for any purpose.

1.6. NO EXTRA CLAIMS

The Employees and/or the Union will not make any claims for any changes or improvements in remuneration or conditions of employment or take industrial action in support of extra claims for the nominal term of this Agreement.

2. TYPES OF EMPLOYMENT

Boral may engage an employee under this Agreement on either a full-time, part-time or casual basis.

2.1. FULL-TIME EMPLOYEES

A full-time employee is an employee who is employed to work an average of 38 ordinary hours per week.

2.2. PART-TIME EMPLOYEES

- (a) A part-time employee is employed to work regular hours per week, which will normally be less than an average of 38 ordinary hours per week. A part-time employee may be requested to work reasonable additional hours from time to time to meet business needs.
- (b) At the time of commencing employment, Boral and the employee will agree in writing, on the days and ordinary hours that the employee will be rostered to work each week. The employee will be rostered for a minimum of four (4) consecutive hours per shift.
- (c) Subject to the *Fair Work Act 2009* (Cth) (**Act**), the regular days and hours that a part-time employee works may be varied from time to time by agreement between Boral and the employee.
- (d) A part-time employee will be entitled to receive, on a pro-rata basis, the equivalent wages and conditions of employment provided by this Agreement to full-time employees of the same classification.
- (e) All hours worked outside a part-time employee's agreed ordinary hours of work will be overtime and will be paid in accordance with clause 4.5.2.

2.3. CASUAL EMPLOYEES

- (a) A casual employee is an employee who has accepted employment on the basis that Boral has made no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) A casual employee will be entitled to be paid for a minimum of four (4) hours for each day that they are engaged to work and may work up to 38 ordinary hours per week Monday to Friday.
- (c) A casual employee will be paid the rates set out in Table B. These rates are equivalent to the rate of pay corresponding to the employee's classification, plus a casual loading of 25%. The casual loading is paid instead of annual leave, paid personal/carer's leave, notice of termination, and redundancy benefits.

2.4. CASUAL CONVERSION

- (a) Subject to the requirements of the NES, boral will make an offer to a casual employee in accordance with the NES to convert their employment to permanent if:
- The employee has been employed by boral for a period of nine (9) months; and
 - During at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis, which without significant adjustment, the employee could continue to work as a full-time or part-time employee (as the case may be).
- (b) Boral will make such offer to an eligible employee in writing within 21 days of the end of the period specified above to convert:
- For an employee that has worked the equivalent of full-time hours during the period – to full-time employment; or
 - For an employee that has worked less than the equivalent of full-time hours during the period – to part-time employment that is consistent with the pattern of hours worked during the period.
- (c) Boral has the right not to make an offer of conversion in accordance with this clause, in circumstances specified in the NES. Where boral determines not to provide an offer of conversion to a casual employee in accordance with this clause, it will notify the employee in writing in accordance with the NES.
- (d) A casual employee who is made an offer of conversion under this clause must advise boral within 21 days of the offer being made whether they accept or decline the offer. An employee who fails to provide a response to boral within this time will be taken to have declined the offer.
- (e) If an employee accepts an offer of conversion in accordance with this clause, they will convert to permanent employment in accordance with the NES.
- (f) Notwithstanding the above, a casual employee who satisfies the requirements of clause 2.4.(a) above, may notify boral that they want to exercise the right to elect to convert to permanent employment in accordance with the NES. Boral will determine whether to agree to this request based on the matters specified in the NES.
- (g) Subject to the requirements of the NES, where an eligible casual employee makes a conversion request boral will provide a response to the employee in writing and in accordance with the NES.

2.5. FIXED TERM EMPLOYEES

- (a) A fixed term employee is an employee who is employed for a fixed period of time not exceeding twelve (12) months. They may work under the same terms and conditions as a full-time or part-time employee except they are not guaranteed employment beyond the fixed term.
- (b) A fixed term employee may be engaged for a second term of twelve (12) months in the circumstances that the employee is required to cover an extended leave period or project.

- (c) At the conclusion of a second fixed term contract, subject to the availability of ongoing work, an employee may request an offer of permanent employment with the Company. An offer of permanent employment shall not be unreasonably withheld.
- (d) An employee who is offered a fixed term employment contract will have portable redundancy payments made by the Company. By making these payments, the Company and the employee agree that the redundancy provisions in clause 8.2 will not apply.

3. WAGES AND RELATED MATTERS

3.1. WAGE RATES

(a) The wage rates shown in tables A and B incorporate the following increases:

- A wage increase of 3.5%, effective from the first full pay period on or after 1 November 2022;
- wage increase of 3.5%, effective from the first full pay period on or after 1 November 2023;
- A wage increase of 3.5%, effective from the first full pay period on or after 1 November 2024.

(b) Full-time or part-time employee

- A full-time or part-time employee will be paid in accordance with their classification level, at the rate set out in Table A, with the relevant rate to apply from the dates specified.
- The rates of pay in Table A are inclusive of second meal break (crib), industry allowance and in charge of plant allowance.

Table A

Classification	Wage rates effective from the first full pay period on or after 1 November 2022	Wage rates effective from the first full pay period on or after 1 November 2023 (3.5%)	Wage rates effective from the first full pay period on or after 1 November 2024 (3.5%)
Level 1	\$33.02	\$34.17	\$35.36
Level 2	\$34.81	\$36.03	\$37.29
Level 3	\$36.59	\$37.87	\$39.19
Level 4.1	\$38.40	\$39.74	\$41.13
Level 4.2	\$39.55	\$40.93	\$42.36
Level 5	\$40.74	\$42.16	\$43.63

(c) Casual rates of pay

- A casual employee will be paid in accordance with their classification level, at the rate set out in Table B, with the relevant rate to apply from the dates specified.

- The rates in Table B incorporate a 25% casual loading and are inclusive of second meal break (crib), industry allowance and in charge of plant allowance.

Table B

Classification	Wage rates effective from the first full pay period on or after 1 November 2022	Wage rates effective from the first full pay period on or after 1 November 2023 (3.5%)	Wage rates effective from the first full pay period on or after 1 November 2024 (3.5%)
Level 1	\$41.27	\$42.71	\$44.20
Level 2	\$43.50	\$45.02	\$46.59
Level 3	\$45.74	\$47.34	\$48.99
Level 4.1	\$48.00	\$49.68	\$51.41
Level 4.2	\$49.44	\$51.17	\$52.96
Level 5	N/A	N/A	N/A

3.2. DEDUCTION FROM WAGES

Subject to the Act in respect of authorised deductions, Boral may deduct from an employee's pay, moneys for any purpose authorised by an employee (or for another lawful purpose permitted by the Act such as withholding of taxation).

3.3. CLASSIFICATION STRUCTURE

- (a) Each employee will be classified in accordance with the classification structure set out in Schedule A, based on the employee's skills, qualifications and experience, and in consideration of the substance of the duties which the employee will be required to perform and the needs of Boral.
- (b) The classifications under this Agreement are not intended to limit the work which the employee may be required to perform. Boral may direct an employee to undertake additional duties, provided that such duties are within the employee's skills, competence, qualifications and training.
- (c) Training to meet multi-skilling requirements
 - Employees agree to be trained to meet the multi-skilling requirements of the workforce.
 - Any employee may be asked to be trained in, become competent at and operate any new item of equipment.
 - Any reference to 'undertaking training' in the classification structure set out in Schedule A, is reference to an individual employee working towards obtaining competency in a particular skill, in accordance with a formal training plan. An employee must demonstrate continued progress towards achieving competency within a reasonable timeframe.

(d) Assessment of competency

- Assessment of competency may be carried out by a Company appointed Verification of Competency (VOC) Assessor or other Company representative, or externally accredited VOC Assessor. An employee will be deemed competent when he / she is able to demonstrate proper, skilful ability and to work independently in performing the task being assessed.
- An employee is required to consult with their Supervisor or Foreman and agree that a competency assessment is warranted prior to it being arranged. The Supervisor or Foreman will make arrangements for the assessment to be carried out.
- If a competency assessment results in an employee being reclassified, the reclassification will be effective from the date that the Supervisor or Foreman made a request for the assessment to be carried out. Every attempt will be made to progress assessments within a reasonable timeframe.
- Should any new employee not be able to demonstrate competency during a three-month probationary period, the term of the probationary period may be extended for a further three-month period.
- In accordance with a culture of continuous improvement, competency levels will be assessed against 'best practice' standard. The competency assessment process will be ongoing throughout the year.

(e) Review of competency status

- A full audit of competency status will be conducted annually in October each year:
 - (i) The competency status of each employee will be cross referenced against the requirements for their classification level;
 - (ii) The audit may result in an employee being reclassified if they have not maintained, or cannot demonstrate competency in the requisite skills;
 - (iii) An employee must be given an opportunity to develop their skills in order to demonstrate competency. An employee will not be reclassified if they are unable to demonstrate competency because they have not been given the opportunity to develop their skill.
- Notwithstanding clause 3.3.(e) above, an employee employed prior to the commencement of this Agreement will have two (2) years from the date this Agreement commences operation to demonstrate competency in the skills required for their classification level. The following process will be implemented:
- Within two (2) months of the operative date of this Agreement, an assessment will be undertaken to identify the competency gaps for each employee, based on their classification level;
- Where the assessment identifies that there are competency gaps, an individual training plan will be implemented;
- An employee will be given an opportunity to develop the skills required, in accordance with their individual training plan;
- An assessment of competency will be carried out in accordance with clause 3.3.(d);
- If an employee is unable to demonstrate competency in the skills required for their classification level, they will be re-classified and paid at the ordinary rate of pay applicable for their new classification level, from the first full pay period two (2) years after the date this Agreement commences operation.

(f) Transfers

- Notwithstanding clause 3.3.(e), where approval is granted for an employee to permanently transfer from one area of the Company to another (for example from an asphalt paving crew to a spray seal crew), the employee will remain at their current classification level and continue to be paid at the ordinary rate of pay for that classification level, for a maximum period of twelve (12) months. The following process will be implemented:
 - (i) The employee will be given an opportunity to develop the skills required for the applicable classification level in their new classification stream, in accordance with an individual training plan;
 - (ii) An assessment of competency will be carried out in accordance with clause 3.3.(d).
 - (iii) If the employee is unable to demonstrate competency in the skills required for the applicable classification level in their new classification stream, they will be reclassified and paid at the ordinary rate of pay applicable for the relevant classification level, from the first full pay period twelve (12) months after the date of their transfer.

3.4. PAYMENT OF WAGES

- (a) Wages will be paid weekly by electronic funds transfer or direct deposit into an Australian bank account nominated by the employee.
- (b) Upon termination of employment, all wages due to an employee shall be paid no later than 7 days after the day following such termination.

3.5. ALLOWANCES

Table C below sets out the amounts payable to employees as allowances under this Agreement.

Table C

Allowance	Rates effective from the first full pay period on or after 1 November 2022	Rates effective from the first full pay period on or after 1 November 2023	Rates effective from the first full pay period on or after 1 November 2024
Meal allowance - clause 3.5.1	\$27.45	\$28.41	\$29.40
Return early from LAFH allowance - clause 3.5.2	\$49.91	\$51.65	\$53.46
LAFH cancelled - clause 3.5.2	\$44.13	\$45.67	\$47.27
Sharing rooms allowance - clause 3.5.2.1	\$33.10	\$34.26	\$35.46
Out of pocket allowance - clause 3.5.2.2	\$33.69	\$34.87	\$36.09
Breakfast allowance - clause 3.5.2.2	\$17.46	\$18.07	\$18.70

Lunch allowance - clause 3.5.2.2	\$21.22	\$21.96	\$22.73
Evening meal allowance - clause 3.5.2.2	\$47.40	\$49.06	\$50.78
Start on-site allowance - clause 3.5.7	\$38.86	\$40.22	\$41.63
Regional allowance - clause 3.5.8	\$4.86		
First Aid Allowance – clause 3.5.9	\$3.57 [^]	\$3.69	\$3.82
Qualified Tradesperson Allowance – clause 3.5.10	\$5.00 [^]	\$5.18	\$5.36
Additional Trade Skills Allowance – clause 3.5.11	\$2.00 [^]	\$2.07	\$2.14

[^]Payable from the first full pay period after the operative date of this Agreement.

3.5.1 Meal Allowance

A meal allowance of \$27.45 shall be paid to an employee required to work overtime:

- (i) in excess of one and half hours after the completion of their ordinary hours;
- (ii) in excess of 9.5 hours.

This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

3.5.2 Living Away From Home

The following will apply when making arrangements for employees to work away from home:

- (i) Where possible 24 hrs notice will be given. If individual circumstances do not allow the employee to travel, work will be provided from the existing depot.
- (ii) If employees are returned home early, with less than 24 hrs notice, an allowance of \$49.91 will be paid for the inconvenience. This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.
- (iii) If employees are advised that they are to be prepared to live away on the next shift, and it does not eventuate, an allowance of \$44.13 will be paid for the inconvenience. This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.
- (iv) If work demand requires an extension of living away from home, there is an expectation that this will be favourably negotiated to meet the customer's program.

3.5.2.1 Accommodation

- (i) Reasonable attempts will be made to find single and/or single partition rooms. If not available, employees will be accommodated in twin share rooms until a single room or a single partition room becomes available.

- (ii) Company representatives at each depot will select accommodation of a reasonable standard. Accommodation will be provided with a maximum of two (2) persons per room and with en-suite facilities where available.
- (iii) However, should individual Company employees apply for (in advance) single accommodation with a valid, specific reason; it shall be provided if available.
- (iv) Location of accommodation will be within 30 minutes travel of the project site and central to town facilities, where possible. Employees are encouraged to share rooms to control expensive accommodation costs.
- (v) Employees who share rooms will receive an extra allowance of \$33.10 per night. This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

3.5.2.2 Meals and Expenses

When working away from home, the following will apply;

- (i) An allowance of \$33.69 per night away to cover out of pocket expenses e.g. laundry, toiletries, telephone calls, refreshments, entertainment etc.
- (ii) After each night away;
 - Employees will be responsible for supplying their own breakfast and an allowance of \$17.46 will be paid;
 - Lunch will be supplied or a lunch allowance of \$21.22 will be paid.
- (iii) When an employee is required to be away from home overnight, an evening meal will be provided to a maximum of \$47.40 per employee. This meal will generally be provided at the place of accommodation. If an employee chooses not to have a meal at the place of accommodation, an allowance of \$47.40 will be paid to cover the cost of an evening meal (in lieu of any other entitlement to an overtime meal allowance).
- (iv) The allowances specified in clauses 3.5.2.2 (a), (b) and (c) shall increase during the life of this Agreement, refer to the rates set out in Table C.
- (v) In no circumstances will the Company accept any responsibility to pay for any contents of mini-bars.

3.5.3 Late Lunch Allowance

All sites will try to provide a break for a meal starting between 11 am and 1 pm (or the equivalent time frame on shift work). If the meal break cannot be taken within the 11 am to 1 pm period, employees who are required to work beyond 1 pm without a meal break will be paid one additional hour on that day at their ordinary rate of pay.

3.5.4 Inclement Weather Allowance

When an employee has been required to work in inclement weather as described in clause 5.1, an inclement weather allowance equivalent to two hours of the employees ordinary rate of pay will be payable.

3.5.5 Travel Allowance

Employees who are required to transfer to work from one site to another shall be paid according to the amount of extra time and extra distance to be travelled in the daily round trip to get to the alternative work place.

- (i) The extra travel hours incurred will be added to the time worked for the day and recorded in the Kronos timekeeping system at the appropriate rate of pay.
- (ii) The extra travel costs incurred will be paid as an allowance at the current rate prescribed by the Australian Tax Office.
- (iii) If an employee is required to use his/her own car for work related purposes, distance travelled will be reimbursed at the current rate prescribed by the Australian Tax Office.

3.5.6 Higher Duties Allowance

If an employee is required to undertake the duties of a Foreman they will receive a Higher Duties Allowance that is equivalent to one hour of the employee's ordinary rate of pay per day.

3.5.7 Start On-Site Allowance

- (i) An arrangement to start work on-site may be implemented with the agreement of the individuals affected by the works plan, provided the following considerations have been taken into account:
 - Where an employee lives greater than 35km from the project, the additional kilometres travelled each shift will be agreed and paid as additional travel allowance as per clause 3.5.5.
 - If an employee can demonstrate a disadvantage in using road tolls as part of the start on-site arrangement that otherwise would not be incurred, this is to be discussed prior to the arrangement being agreed and will be reimbursed upon production of evidence of expenditure.
 - If the works plan is connected to a major project and a facility is set up adjacent to the job site, consultation will occur to facilitate appropriate amenity and travel arrangements. Employees will not unreasonably refuse commencing work from a purpose-built facility under these circumstances.
 - If a start on-site arrangement has not been entered into, all employees must commence work from their respective depots.
 - There are no circumstances where this clause applies when a crew is living away to complete the works plan.
- (ii) Time keeping and payment relating to Start On-Site Allowance:
 - Employees will be provided with the address of the job site and notified of their scheduled start time.
 - The start time for payment purposes will be the scheduled start time provided to the employee. The finish time will be the time designated by the Foreman at which the job has been made safe and all work related tasks are completed.
 - A Start On-Site Allowance of \$38.86 per day will apply when an employee is required to commence work from a designated job site. This is a flat daily allowance and does not attract any loadings or penalties. The allowance is not payable where the employee does not attend work for any reason. This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

(iii) Late changes to job site location

- If an employee is required to commence at a site different to what was planned, due to a late change in the program or a change in resourcing requirements, the employee may request to travel to site in their own vehicle.
- In this circumstance, the allowance shall apply however additional kilometres travelled cannot be claimed.

3.5.8 Regional Allowance

- A Regional Allowance of \$4.86 per day will apply to all employees who have their employment based at the following sites or work groups: Ballarat, Bendigo, North Geelong, Moolap and Melbourne Spray.
- This is a flat daily allowance and does not attract any loadings or penalties. The allowance is not payable where the employee does not attend work for any reason.

3.5.9 First Aid Allowance

- An allowance of \$3.57 per day shall be paid to an employee who holds a current first aid certificate and who may be called upon to perform first aid during the course of their duties.
- This allowance is payable from the first full pay period after the operative date of this Agreement.
- This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

3.5.10 Qualified Tradesperson Allowance (all-purpose)

- An employee principally employed to perform work requiring the use of mechanical trade qualifications shall be entitled to payment of the Qualified Tradesperson Allowance at \$5.00 per hour. This allowance shall be factored into the employee's ordinary rate of pay for all purposes, on a compounding basis.
- This allowance is payable from the first full pay period after the operative date of this Agreement.
- This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

3.5.11 Additional Trade Skills Allowance (all-purpose)

- An employee principally employed to perform work requiring the use of mechanical trade qualifications, who has more than one relevant trade qualification, or relevant additional post-trade qualifications, and is required to utilise such qualifications as part of their duties, shall be paid an Additional Trade Skills Allowance, at \$2.00 per hour. This allowance shall be factored into the employee's ordinary rate of pay for all purposes, on a compounding basis.
- This allowance is payable from the first full pay period after the operative date of this Agreement.
- This allowance shall increase during the life of this Agreement, refer to the rates set out in Table C.

3.6. PROJECT SITE ARRANGEMENTS

3.6.1 Site Specific Arrangements

- (a) When the Company works on a major project it shall pay an employee who performs work in respect of that major project the relevant site allowance as specified in Table D.
- (b) Where site specific allowances or other payments are made on a particular project or site, the Company will adopt those allowances and payments for the duration of that project or work at that site, provided that:
 - (i) A site allowance adjustment will apply on all major construction projects including Civil, Vic Roads major construction projects, commercial/industrial and building projects where the rate of the site allowance paid to workers on the project is greater than the rate stipulated in the schedule of rates in Table D below.
 - (ii) Such allowances and payments will only apply while Employees are engaged on the project or site; and
 - (iii) Such payments are provided for in an instrument registered, lodged, or otherwise approved under the Fair Work Act.
- (c) Payment of a site allowance does not apply to the following project types:
 - (i) Sub Division Projects, whether housing, commercial/industrial or other;
 - (ii) Local Government Road Projects;
 - (iii) Vic Roads Projects involving maintenance or rehabilitation;
 - (iv) Asphalt rehabilitation, maintenance or reconstruction at Ports and Airport facilities; and
 - (v) Any works for authorities or applications deemed to be similar to the above.
- (d) Where the Company is able to determine the applicable site allowance prior to the job commencing, the information will be provided on the Daily Report Sheet.
- (e) Where work is undertaken in the commercial or industrial sector and the Principal does not apply a site allowance to the job, the Company will apply the site allowance from Table D according to the value of the project.
- (f) To avoid any doubt no other provision, condition and/or benefit from any Project Enterprise Agreement shall apply to the employees of the Company including but not limited to portable redundancy, superannuation etc.

Notation: Portable redundancy provisions do not apply to full-time employees due to the terms and conditions in this Agreement (Clause 8.2 Redundancy) being at least equivalent in benefits to the employee.

Table D

Project Value \$m	Site Allowance per hour
3.0m-8.2m	\$3.84
8.2m-20.2m	\$4.10
20.2m-40.8m	\$4.47

40.8m - 81.5m	\$5.03
81.5m -163.1m	\$5.72
163.1m - 244.6m	\$5.85
244.6m -326.0m	\$6.03
326.0m-489.3m	\$6.23
For projects above \$489.3 million there shall be an increment of 10 cents per additional \$100m or part thereof.	

3.6.2 36 Hour Week

Where a 36 hour week applies to the project site, the Company will recognise this by making the appropriate employee RDO entitlement adjustments. Any additional RDO's accrued on a project will be able to be taken outside any roster developed for taking this type of leave.

3.6.3 Induction at Construction Project Sites

- (a) Employees must attend inductions at construction sites (car parks, buildings etc.) where asphalt and incidental works are scheduled. The inductions are to be performed by suitably trained and qualified Company personnel only.
- (b) This shall be the standard way of induction to specific sites. The parties will ensure that no confusion occurs by way of separate inductions by personnel not familiar with the Company policy and specific hazard identification process.
- (c) At the start of each shift on a new site, all members of the crew are inducted by the crew leader in conjunction with the supervisor of the job. The induction addresses all environmental, occupational, health and safety issues as well as particulars that relate to the works to be undertaken.

3.7. SUPERANNUATION

- 3.7.1 Boral will contribute 11% or such higher amount as may be required by legislation from time to time, of an employee's ordinary time earnings, to a superannuation fund of the employee's choice, provided that such fund is a complying fund in accordance with relevant superannuation legislation.
- 3.7.2 Where an existing employee does not notify Boral of an alternative fund, Boral will continue to make superannuation contributions into Boral's default superannuation fund (currently Boral Super, a sub-plan of the PLUM Superannuation Fund, an MLC Super Fund (product identifier 70 732 426 024 883)) which is a fund that offers a MySuper Product (Boral Super).
- 3.7.3 In the case of a new employee, Boral will ascertain from the Australian Taxation Office (ATO) if they have an existing superannuation fund and if so, make superannuation contributions into that account if the employee does not notify them otherwise. If a new employee notifies Boral that they have an alternative preferred complying fund using the Standard Choice Form, Boral will make contributions into that fund.

- 3.7.4 If a new employee doesn't have an account and does not let Boral know which fund they have chosen, Boral will create, on the new employee's behalf, an account with Boral Super.
- 3.7.5 To the extent permitted by law, including age-based contribution limits, employees, with the agreement and continued agreement of the company, can sacrifice an amount of their future earnings into a complying nominated fund and forego receiving such sacrificed amount in their normal pay.
- 3.7.6 Where an employee enters into a superannuation sacrifice arrangement with Boral, Boral will continue to base its superannuation contributions and all penalties in this agreement on the employee's pre sacrifice pay rates.
- 3.7.7 Wages Sacrifice Provisions
- (a) A permanent employee may elect to forgo part of their weekly ordinary time rate of pay in return for increased Company funded superannuation. An election form must be completed and provided to the Company's payroll department for this to occur.
- (b) By engaging in this arrangement, the employee acknowledges and accepts that despite their election, the Company has made full payment for hours worked under this Agreement and has no rights to claim for any underpayment.
- (c) Having made a wages sacrifice election in accordance with this clause, an employee will have their weekly ordinary time rate of pay reduced by the relevant elected amount except when:
- (i) overtime is worked in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the payment for overtime;
- (ii) calculating the allowances specified in clause 3.5 in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the allowances;
- (iii) calculating annual leave loading, in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the loading;
- (iv) calculating payments upon termination of employment (pay in lieu of notice, accrued annual and long service leave entitlements and redundancy pay) in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the payment upon termination; or
- (v) calculating the Company's minimum statutory superannuation contribution to avoid a charge under the Superannuation Guarantee legislation in respect of the employee, in which case the relevant pre-election weekly ordinary time rate of pay will apply for the purposes of calculating the contribution.
- (d) If an employee has made an election in accordance with this clause, the Company will provide the employee with Company funded superannuation contributions in the amount elected in addition to any statutory contributions.

- (e) Having made an election in accordance with this clause, an employee may cease or vary their election by completing a further election form to have prospective effect on and only on 1 November or 1 May each year.
- (f) Despite this clause where an employee is, or would be likely to, suffer financial hardship if their wages sacrifice contributions continue then their election may be ceased or suspended by agreement with the Company at any time.
- (g) Despite anything else in this clause, if an employee makes an election in accordance with this clause:
 - (i) should any laws governing taxation or superannuation change at any time so as to impose any additional cost or tax upon the Company than those applicable at the commencement of the operation of this clause then the Company may cease the wages sacrifice contributions but only after:
 - a. having issued a notice upon the employee of their intention to cease the wages sacrifice for the employee, including details of the reasons for the cessation; and
 - b. 14 days has elapsed following the issuing of the notice; and
 - (ii) if an employee enters a period of leave without pay the employee's wages sacrifice election will be suspended for the period of such leave;
 - (iii) during any period when the employee is injured or incapacitated and in receipt of workers' compensation payments, the Company will continue to provide the employee with Company funded superannuation contributions in the amount elected while the employee is still employed by the Company, up to a maximum of 26 weeks within any continuous period of 52 weeks from the date of the employee's injury or incapacitation;
 - (iv) the employee must not make a sacrifice election of a percentage that when added to the minimum Superannuation Guarantee Contribution exceeds the age-based contribution limit provided for by sections 82AAC to 82AAF of the Income Tax Assessment Act 1946 (Cth).
 - (v) The employee must not make a salary sacrifice election of an amount that reduces the amount paid to the employee to an amount less than that specified by law.

4. WORKING ARRANGEMENTS

4.1. HOURS OF WORK

4.1.1 Ordinary Hours of Work

- (a) The parties covered by this Agreement commit to flexibility in the way that ordinary hours are organised and worked to meet operational requirements.
- (b) The ordinary hours of work for a full time employee will not exceed 38 hours per week.

- (c) 0.4 of one hour of each eight (8) hour day worked will accrue as an entitlement to take a paid rostered day off in each 4 week cycle. The work cycle and accrual of time for rostered days off will apply whether the employee is working Day Shift or on a shift roster.
- (d) Subject to the Act and the terms of this Agreement, Boral may vary ordinary hours depending on Boral's operational requirements to accommodate both customer and business needs.

4.1.2 Ordinary Hours – employees other than Shift Workers

- (a) The ordinary hours of work for employees (other than Shift Workers) are between 6.00am and 6.00pm Monday to Friday.
- (b) Boral and a majority of employees at a particular site may agree to vary the span of ordinary hours provided above by up to one hour at either end of the span without penalty.
- (c) A shift will be deemed Day Shift if the majority of hours are worked within the span of ordinary hours unless commencing after 9.00am.
- (d) Starting times for employees working Day Shift will generally be:
 - (i) 6.00 am: Asphalt Plants
 - (ii) 7.00 am: Melbourne Operations
 - (iii) 7.30 am: Country Operations
- (e) The ordinary hours of work for Shift Workers are set out in clause 4.3.4.

4.2. ROSTERED DAY OFF (RDO) PROVISIONS

- 4.2.1 Employees will accrue 0.4 of one hour for each eight-hour day worked to allow one complete day to be taken off as a paid day for every four-week cycle.
- 4.2.2 A RDO shall be taken as a paid day off.
- 4.2.3 Each day of paid leave taken and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for the purpose of accruing a RDO. Accrual will not apply when an employee is on a period of annual leave, long service leave, unpaid leave or unauthorised absence, and no RDO is applicable in these circumstances.
- 4.2.4 Except as provided above, employees not working a complete four week cycle will be paid accrued pro rata entitlements for each day worked, on the programmed day off or, in the case of termination of employment, on termination.
- 4.2.5 An employee will be entitled to accumulate a maximum of seven (7) rostered days off to be taken at an agreed time. Notwithstanding any other provision in this Agreement, where agreement cannot be reached, an employee may be directed to take RDOs in excess of seven (7) days, with 72 hours' notice. The notice period may not include hours between 6pm on Friday and 6.00am on Monday. For example, notice to take an RDO on a Monday Day Shift commencing at 6.00am must be given by 6.00am on a Wednesday.

- 4.2.6 The taking of a RDO will be by mutual agreement. However, Boral may require an employee to work on their scheduled RDO due to operational requirements. Where this occurs, the employee will be entitled to a substitute RDO, to be taken at a mutually agreed time.
- (a) Where an employee is required to work on their scheduled RDO and has been given more than one weeks' notice, they will be paid at their ordinary rate of pay that would normally apply to that day's work. Where an employee is required to work on their scheduled RDO and is given less than one weeks' notice, they will be paid double time for time worked.
- (b) Where an employee agrees to work on their scheduled RDO but is subsequently not required to work and the RDO is reinstated with less than one weeks' notice, the employee may choose to still attend work and alternative duties will be provided.
- 4.2.7 Should a full crew compliment not be available, the Company will source a sub-contract crew to complete the work and the employees who had volunteered to work shall take the RDO as per the roster.
- 4.2.8 A mutually agreed RDO calendar will be issued for contracting crews only. The calendar will be indicative of the industry RDO calendar and will accommodate agreed changes to meet operational requirements.
- 4.2.9 RDOs in excess of seven (7) days will be cashed out at the ordinary rate of pay in the first full pay period in February each year.
- 4.2.10 RDOs will not apply for casual employees.

4.3. SHIFT WORK

- 4.3.1 There must be a shift roster which provides for rotation unless it is agreed otherwise by the Company and majority of employees or the Company and an individual employee. The shift roster must be posted in a prominent place in the workplace.
- 4.3.2 Subject to the Act, Boral has the right to direct employees to work Shift Work as required. Prior to the commencement of Shift Work, Boral shall consult with and seek the agreement of the employees involved. Failing agreement, Boral will provide to the employees concerned 48 hours' notice of the commencement of Shift Work and the starting and finishing times of ordinary hours of the shifts.
- 4.3.3 For the purposes of this Agreement the following definitions apply:
- (a) **Shift Work** means a period of work on afternoon or night shift.
- (b) **Day Shift** means any shift that starts at or after 6.00 am and before 9.00am
- (c) **Afternoon Shift** means any shift that starts at or after 9.00 am and before 6.00 pm
- (d) **Night Shift** means any shift that starts at or after 6.00 pm and before 6.00 am.

- (e) **Permanent Night Shift** means a Night Shift that continues for a period of five (5) consecutive night shifts or longer.
- (f) **Non-Successive Night Shift** means work on any night shift that does not continue for at least five (5) successive nights.
- (g) **Rostered Shift** means a shift of which the employee concerned has had at least 48 hours' notice, unless otherwise agreed.
- (h) **Shift Worker** means an employee performing afternoon or night shift.

4.3.4 Shift Work Ordinary Hours of Work

- (a) Ordinary hours for employees working Shift Work will be worked on any day of the week Sunday to Friday inclusive.
- (b) By agreement between the Company and the majority of employees concerned, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.
- (c) The ordinary hours of work of employees on Shift Work must be an average of 38 per week. The ordinary hours of work must not exceed eight (8) hours per day (inclusive of meal breaks) on one of the following bases:
 - (i) 38 hours within a work cycle not exceeding 7 consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding 14 consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding 21 consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding 28 consecutive days.

4.3.5 Shift Work Penalties

- (a) An employee working Shift Work must be paid an additional shift loading of 50% of the ordinary rate of pay for all ordinary hours worked on the shift, except as provided for by clauses 4.3.5 (b), (c) and (d).
- (b) An employee working Shift Work commencing on a Sunday, must be paid an additional shift loading of 100% of the ordinary rate of pay for all ordinary hours worked to midnight on the Sunday (i.e. total payment of 200%), and an additional shift loading of 50% of the ordinary rate of pay for all ordinary hours worked thereafter. No time will accrue.
- (c) An employee working Shift Work on a public holiday must be paid an additional penalty of 150% of the ordinary rate of pay (i.e. total payment at 250%) for all hours worked on the public holiday, in lieu of any other shift penalty. No time will accrue. For the avoidance of doubt:
 - (i) an employee who works a shift commencing on the day preceding a public holiday and finishing on the day of a public holiday would receive the additional penalty specified in

this clause 4.3.5 (c) only for hours worked on the Public Holiday i.e. hours worked after midnight.

- (ii) an employee who works a shift commencing on the day of a public holiday and finishing on the day after a public holiday would receive the additional penalty specified in this clause 4.3.5 (c) only for hours worked on the public holiday i.e. hours worked prior to midnight.
- (d) An employee who is required to work on Non-Successive Night Shifts must be paid an additional shift loading of 50% of the ordinary rate of pay for ordinary hours worked on the shifts.
- (e) Where an employee is required to transition from Day Shift to Night Shift mid-week, necessitating time off work between shifts, the employee will be paid eight (8) ordinary hours for any loss of shift.

4.3.6 Shift Work Overtime

- (a) All time worked by a Shift Worker outside of or in excess of the ordinary working hours of their shift will be overtime. Payment will apply at 150% of the ordinary rate of pay. Additionally, 30 minutes time off in lieu of overtime payment will apply as per clause 0 (the paid rate in addition to the time accrued being equivalent to a double time rate).
- (b) An employee who is required to work more than five (5) consecutive Night Shifts in one week shall have all subsequent shifts, Friday and/or Saturday night, paid at double time and half (250%) for all hours worked. No time will accrue.

4.3.7 Rosters

- (a) Shift rosters must specify the commencing and finishing times of ordinary working hours of the respective shift and not be altered unless 48 hours' notice is given.
- (b) Boral will consult with employees about a change in the roster or the need to introduce a new roster and provide notice of the change in accordance with clause 4.3.7 (a). A shorter period of notice may be provided subject to agreement with a majority of affected employees, or in the event of an emergency.

4.4. BREAKS

4.4.1 Meal Break

- (a) An unpaid meal break shall be for a period of 30 minutes taken at a time to meet production demands in accordance with the established practice of the site, between four to six hours of the commencement of the shift.
- (b) In the event that a meal break is not taken between four to six hours of the commencement of the shift, the break will be paid.

4.4.2 Tea Break

A paid tea break of 15 minutes shall be allowed not later than 3 hours after the commencement of duty.

4.5. OVERTIME

4.5.1 Employees requested to work overtime

- (a) Boral may request or require an employee to work reasonable overtime. In determining whether the amount of overtime is reasonable, Boral will take into account the factors provided by section 62 (3) of the Act.
- (b) Subject to clause 4.5.1 (c), the Company may require an employee to work reasonable overtime at overtime rates.
- (c) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (d) Any dispute about overtime should be dealt with using the Disputes Procedure in this Agreement.

4.5.2 Overtime Rates – Full-time and Part-Time Employees (Other Than Shift Workers)

- (a) All work performed by an employee outside of or in excess of their rostered ordinary hours of work will be deemed to be overtime and will be paid at overtime rates.
- (b) In calculating an employee's entitlement to overtime, each day will stand alone.
- (c) The following methods of overtime application will apply;
 - (ii) Time and half will be paid for;
 - a. The first two hours worked in excess of 8 hours per day Monday to Friday
 - b. The first two hours worked on a Saturday
 - c. Payment will apply at 150% of the ordinary rate of pay.
 - (iii) Double time will be paid for;
 - a. Hours worked in excess of 10 hours per day Monday to Friday

- b. Hours worked in excess of two hours on a Saturday
- c. All hours worked on a Sunday
- d. Payment will apply at 150% of the ordinary rate of pay. Additionally, 30 minutes time off in lieu of overtime payment will apply as per clause 0. (The paid rate in addition to the time accrued being equivalent to a double time rate).

4.5.3 Overtime Rates – Casual Employees

- (a) A casual employee will have overtime apply at the conclusion of 7.6 hours of ordinary hours worked on any day Monday to Friday. Overtime rates for casual employees will apply for all work performed on a weekend as per clauses 4.5.3 (c) and (d).
- (b) Monday to Friday overtime rates will be paid at time and half for the first two hours worked and at double time thereafter.
- (c) Saturday overtime rates will be paid at time and half for the first two hours worked and at double time thereafter.
- (d) Sunday overtime rates will be paid at double time.
- (e) Overtime for casual employees will be calculated on the loaded casual rate as specified in Table B.

4.5.4 Time Off In Lieu of Overtime Payment (TOILOP) - Accrued Additional Hours

- (a) Full-time and part-time employees will accrue 30 minutes of ordinary time for each hour worked where an overtime rate of double time applies.
- (b) During the months of May to October, Boral may direct an employee to take a maximum of forty (40) accrued hours, subject to the following:
 - (i) Boral may direct an employee to take a minimum of eight (8) consecutive accrued hours and a maximum of forty (40) consecutive accrued hours;
 - (ii) Boral must provide an employee with 48 hours' notice of a direction to take accrued hours. The notice period may not include hours between 6.00pm on Friday and 6.00am on Monday. For example, notice to take accrued hours on a Monday day shift commencing at 6.00am must be given by 6.00am on a Thursday.
- (c) An employee who has accrued more than forty (40) hours may request to take accrued hours, subject to the following:
 - (i) An employee may request to take accrued hours with one (1) weeks' notice, or a lesser period by agreement. Approval of a request will be subject to operational requirements, however a request will not be unreasonably refused.
 - (ii) Forty (40) accrued hours must be available to be taken, at Boral's direction, during the months of May to October.

- (d) An employee who has accrued more than forty (40) hours may request to cash out accrued hours, subject to the following:
 - (i) An employee may request to cash out accrued hours in blocks of eight (8) hours.
 - (ii) Forty (40) accrued hours must be available to be taken, at Boral's direction, during the months of May to October.
- (e) Accrued hours in excess of 120 hours will be cashed out at the ordinary rate of pay in the first full pay period in November each year. Accrued hours approved to be taken during the months of November to January will not be cashed out.
- (f) The accrued hours will be identified on the payslip on a weekly basis. As accrued hours are used they will be deducted from the employee's balance.

4.5.5 Overtime shifts on Saturday and Sunday

- (a) A roster for Saturday and Sunday work will be put in place and all employees will be expected to work their roster allocation. This is subject to any reasonable request to exchange the shift for personal or family reasons.
- (b) Employees required to work overtime on Saturday or Sunday will be offered at least four (4) hours work or be paid for a minimum of four (4) hours work at overtime rates.
- (c) Full-time employees will have preference on the roster over casual employees subject to ensuring that the crew is suitably skilled to perform all functions required on the rostered shift.

4.5.6 Cancellation of Overtime Shifts

- (a) If a Rostered Shift is to be cancelled due to unforeseen circumstances (for example, a customer cancelling work, bad weather or plant breakdown) Boral will notify an employee of the cancellation of the shift as soon as reasonably practicable.
- (b) If a Rostered Shift scheduled to commence on Friday night is to be cancelled, an employee must be notified prior to midnight on Friday morning, or they shall be paid for four (4) hours at overtime rates.
- (c) If a Rostered Shift scheduled to commence between 6.00am on Saturday and 9.00am on Sunday is to be cancelled, an employee must be notified prior to 12 noon on Friday, or they shall be paid for four (4) hours at overtime rates.

4.5.7 Rest Period after Overtime

- (a) When overtime work is necessary it should, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work on successive days.
- (b) Where an employee does not have at least 10 consecutive hours off between the end of the employee's ordinary rostered shift and the start of the employee's next ordinary rostered shift

on successive days, because of the amount of overtime worked, the employee must be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for the ordinary working time occurring during this absence.

- (c) If on the instructions of Boral, an employee resumes or continues work without having had 10 consecutive hours off duty the employee will be paid at double time rates until released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- (d) The provisions of this subclause will apply in the case of shift-workers as if eight hours were substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift-worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.

4.6. CALL OUT

4.6.1 Day Workers

- (a) Mondays to Fridays

Employees called out to work after the expiration of their ordinary working time and after having left work for the day on Monday to Friday will be paid for a minimum of four hours work. All payments will be made at overtime rates referred to in clause 4.5.2 for the first call out and for the actual time worked at each subsequent call out.

- (b) Saturdays

An employee called out to work on a Saturday will be paid for a minimum of four hours work calculated at overtime rates referred to in clause 4.5.2 for the first call out and for the actual time worked at each subsequent call out.

- (c) Sundays and public holidays

An employee called out to work on a Sunday or public holiday will be paid for a minimum of four hours work calculated at the rate prescribed in clause 4.5.2 for the first call out and for the actual time worked at each subsequent call out.

- (d) An employee may claim a travel allowance as prescribed by clause 3.5.5 for each call out.

5. MISCELLANEOUS WORKING ARRANGEMENTS

5.1. INCLEMENT WEATHER

5.1.1 Inclement weather shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.

5.1.2 It is intended that employees will generally not be required to work in inclement weather conditions. However, there will be some circumstances where such work will be unavoidable, the most common instances being wet weather or hot weather;

(a) Wet Weather

(i) If wet weather gear is provided, it must be worn in wet conditions.

(ii) Employees who have been required to work in wet conditions until their clothing has become wet through will be supplied with clean, dry work clothing or sent home without loss of pay. No extra loads of asphalt will be ordered after the decision is taken that the weather is inclement, until it becomes clear that the weather conditions will allow work to start again. All asphalt on site and in transit before the decision to halt work is taken will be laid. Where binder has been sprayed it will be covered and rolled. Before work stops the site will be made safe.

(iii) Working in inclement weather must be under instruction from a Supervisor. When such work is required, an Inclement Weather Allowance will be payable as per clause 3.5.6.

(b) Hot Weather

The Company has a duty of care to provide for stops to work (to cool down) and to access cool water. In particular while working outdoors provision of an area to cool down must be available.

The following guidelines should be observed as minimum conditions bearing in mind that the industry works extensively in country areas and on most days workers are exposed to the sun:

(i) Where weather forecast predicts temperatures over 30 degrees early starts will be considered under the hours of work provisions, clause 4.1.2.

(ii) When temperatures exceed 30 degrees Celsius, rest breaks will be managed and paid for by the Company. As working conditions become more inclement, rest breaks will be extended to avoid the risk of heat stress.

(iii) Where temperatures are expected to or are approaching 35 degrees Celsius, consideration should be made for the health of employees working on site. The crew should meet with the Crew Leader and Supervisor in a tool-box meeting to discuss the conditions on site. The crew will reach consensus on a course of action that puts the welfare of the employees first.

(iv) If the crew decides that conditions warrant work stopping, no more product shall be ordered, material in transit shall be laid and the job shall be made safe.

(v) Working in inclement weather under these circumstances must be under instruction from a Supervisor. When such work is required, an Inclement Weather Allowance will be payable as per clause 3.5.4.

5.1.3 Where inclement weather has halted work employees may be required to undertake suitable alternative duties appropriate to weather conditions. If no suitable alternative duties are identified employees will then be sent home without loss of pay if the forecast indicates inclement conditions will persist.

5.2. FIRST AID

The Company will ensure that an adequate number of workers are trained to administer first aid. Training will be provided to maintain currency of qualifications. A First Aid Allowance is payable in accordance with clause 3.5.9.

5.3. WORK CLOTHING

- (a) Uniforms will be supplied in accordance with the Company uniform standard. Employees will wear the Company issued clothing as a minimum standard of dress.
- (b) Annual Issue: two cotton drill shirts or two fluoro shirts, two pairs of cotton drill trousers, two overalls, (sprayer personnel will receive one additional set of overalls). NB One set of overalls may be replaced by one set of shirt and trousers.
- (c) Replacement - Fair Wear and Tear: one cold weather jacket, one jumper, hat (choice of legionnaire's or wide brim), sunglasses, wet weather trousers and jacket, boots.
- (d) Issue as required: broad spectrum sunscreen, leather rigger gloves, rubber protective gloves
- (e) Cleaning of overalls, jackets and trousers: Overalls, jackets and trousers will be laundered on behalf of the employee. All other clothing to be cared for by the employee.

5.4. INCOME PROTECTION

5.4.1 The Company will enter into an insurance policy with a provider following consultation with employees.

5.4.2 The policy will provide benefits as per the policy document to employees, including the following:

- (a) An agreed weekly maximum benefit (currently \$1,800 per week) in the event of any non-work disability or illness as defined in the policy, after a waiting period, for a maximum of 104 weeks.
- (b) Accident make up payments to a maximum of \$1,800 per week of pre-injury earnings for a further 52 week period after the expiry of the Accident Make Up Pay referred to in clause 5.5 (b) below.

- (c) Ancillary benefits as defined in the policy including such items as accidental death and funeral cover.

5.4.3 The Company will reserve the right to source more competitive rates from other insurers, subject to consultation.

5.5. ACCIDENT MAKE UP PAY

- (a) The Company will pay an employee accident pay where the employee receives an injury for which weekly payments of compensation are payable by or on behalf of the Company pursuant to the provisions of the *Victorian Accident Compensation Act 1985* ("VAC Act") as amended.
- (b) The Company will pay employees covered by this Agreement accident make up pay being the difference between what is paid by WorkCover and the employee's average income for the previous 12 months for a 52 week period. Average income shall include regular overtime, shift penalties, allowances and any other payment the employee receives on a regular basis.
- (c) The Company will pay, or cause to be paid, accident pay during the incapacity of the employee within the meaning of the VAC Act until such incapacity ceases or until the expiration of a period of 52 weeks from the date of injury, whichever event will first occur.
- (d) The liability of the Company to pay accident pay in accordance with this clause will arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Acts and the termination of the employee's employment for any reason during the period of any incapacity will in no way affect the liability of the Company to pay accident pay as provided in this clause.
- (e) In the event that the employee receives a lump sum in redemption of weekly payments under the said Acts, the liability of the Company to pay accident pay as herein provided will cease from the date of such redemption.

6. LEAVE AND PUBLIC HOLIDAY PROVISIONS

6.1. APPLICATION OF THE NATIONAL EMPLOYMENT STANDARDS

The employees' entitlement to annual leave, parental leave, personal/carer's leave, compassionate leave, family and domestic violence leave and community service leave are governed by the NES.

6.2. ANNUAL LEAVE

- 6.2.1 As per the NES full-time employees will accrue four (4) weeks of annual leave per year.
- 6.2.2 Annual leave must be taken at a mutually agreeable time having regard to Boral's operational requirements.
- 6.2.3 Direction to take Annual Leave

- (a) Boral may direct an employee to take a period of annual leave during periods of workplace closure (or partial closure), such as during the Christmas or New Year period or where an employee has excessive accrued but untaken annual leave.
- (b) If an employee does not have sufficient accrued annual leave to cover all or part of a workplace closure:
 - (i) Boral and the employee may agree for the employee to take unpaid leave to cover the relevant period of the closure.
 - (ii) Boral and the employee may agree for the employee to take annual leave in advance (before the employee has accrued an entitlement to the leave). If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in advance, Boral may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- (c) Notwithstanding the above, Boral may direct an employee to take annual leave at any time on the provision of 28 days' notice to the employee, so long as the direction to take annual leave is reasonable in all the circumstances.

6.2.4 Annual Leave on Termination

If the employment of the employee is terminated, the Company shall pay to the employee, in addition to all other amounts due to the employee, a payment for any annual leave not taken which has accrued in accordance with clause 6.2 and or the Act, at the employee's relevant base rate of pay at the time of termination.

6.2.5 Annual Leave Loading

- (a) For permanent employees other than Shift Workers, in addition to the payment for annual leave, a further amount calculated at the rate of seventeen and one-half (17½) per centum of that amount shall also be paid for any period of annual leave.
- (b) For permanent employees who work Shift Work on an ongoing basis, in addition to the payment for annual leave, a further payment equivalent to their average shift penalty (the average based on the three (3) months preceding the taking of annual leave) or 17½%, whichever is the greater (but not both), will also be paid for any period of annual leave.
- (c) Annual leave loading shall also be paid on annual leave paid to an employee on the termination of their employment.

6.2.6 Sickness when on Annual Leave

- (a) Subject to satisfactory proof being provided in a certificate of a qualified medical practitioner obtained during the period of illness, or a statutory declaration provided to the Company by the employee on their return to work, any period of illness occurring during a period of annual leave shall, for all purposes, be regarded as sick leave.

- (b) In any case where this subclause applies the Company shall make payment for the next period of annual leave taken, or payment made in lieu thereof, without the addition of the loading specified in clause 6.2.5 but only as to the extent of the relevant period of illness.

6.2.7 Annual Leave – Seven day shift workers

- (a) For the purpose of the additional week of annual leave provided for in s.87 (1)(b) of the Act, a shift worker is a seven day shift worker who is regularly rostered to work on Sundays and public holidays.
- (b) In addition to the leave provided for in the NES, shift workers will be allowed an additional one (1) weeks' leave per year of service with Boral, provided that if, during the year of employment, an employee has served for only a portion of it as a seven day shift worker, the additional leave will be one day for every 36 ordinary shifts worked as a seven day shift worker.

6.3. PUBLIC HOLIDAYS

- 6.3.1 Permanent employees covered by this Agreement will be entitled to be absent from work on the public holidays observed and gazetted in Victoria without loss of pay, in accordance with the NES.
- 6.3.2 If a permanent employee's usual ordinary working hours fall on a public holiday and the employee is not required to work, the employee will be paid at their ordinary base rate of pay for the public holiday. If the employee's ordinary hours do not fall on the public holiday, they are not entitled to payment. Casual employees are not entitled to payment for public holidays not worked.
- 6.3.3 Subject to section 114 of the Act, an employee may be required to work on a public holiday where the public holiday falls during their ordinary rostered hours of work.
- 6.3.4 Prescribed Holidays

A Permanent Employee under this Agreement is entitled to the following public holidays without loss of pay:

- New Year Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Grand Final Eve (when gazetted)
- Melbourne Cup Day or a local equivalent
- Christmas Day
- Boxing Day

6.3.5 Payment for Time Worked on a Public Holiday

- (a) An employee (other than a Shift Worker) required to work on a public holiday will be paid at two and a half times the ordinary rate of pay.
- (b) A Shift Worker required to work on a public holiday will be paid in accordance with clause 4.3.5 (c).

6.4. PERSONAL / CARER'S LEAVE

6.4.1 As per the NES employees will accrue 10 days of personal/ carer's leave per year.

6.4.2 Personal/carer's leave is provided where an employee (other than a casual employee) is absent from work because of a personal illness or injury (other than that covered by workers' compensation) or because the employee is required to provide care or support to a member of their immediate family or household due to a personal illness, injury or unexpected emergency affecting that member.

6.4.3 Where an employee is (or will be) absent on personal / carer's leave, the employee must notify their immediate supervisor or manager as soon as reasonably practicable (which may be at a time before or after the leave has started) of their need to take the leave and the expected duration of the leave. Where possible, this notification should occur prior to the employee's scheduled starting time on every day of the absence.

6.4.4 An employee is not entitled to take paid or unpaid personal/carer's leave during a period when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers' compensation.

6.4.5 Employees shall act in good faith and shall co-operate with Boral in the management of sick leave and absenteeism.

6.4.6 Sick leave—documentary evidence

- (a) To be entitled to payment for sick leave, the employee must provide the Company with a document (the required document) of whichever of the following types applies:
 - (i) if it is reasonably practicable to do so—a medical certificate from a registered health practitioner; or
 - (ii) if it is not reasonably practicable for the employee to provide the Company with a medical certificate—a statutory declaration made by the employee.
- (b) The required document must be given to the Company as soon as reasonably practicable (which may be at a time before or after the sick leave has started).
- (c) The required document must include a statement to the effect that:
 - (i) if the required document is a medical certificate—in the registered health practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

(ii) if the required document is a statutory declaration—the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

(d) This clause does not apply to the employee who could not comply with it because of circumstances beyond the employee’s control. This clause does not apply if the absence from work on account of illness does not exceed a single day’s absence.

6.4.7 Carer’s leave—documentary evidence

(a) To be entitled to carer’s leave, an employee must, in accordance with this clause, give the Company a document (the relevant document) that is:

(i) if the care or support is required because of a personal illness, or injury, of the member—a medical certificate from a registered health practitioner, or a statutory declaration made by the employee; or

(ii) if the care or support is required because of an unexpected emergency affecting the member—a statutory declaration made by the employee.

(b) The relevant document must be given to the Company as soon as reasonably practicable (which may be at a time before or after the carer’s leave has started).

(c) If the relevant document is a medical certificate, it must include a statement to the effect that, in the opinion of the registered health practitioner, the member had, has, or will have a personal illness or injury during the period.

(d) If the relevant document is a statutory declaration, it must include a statement to the effect that the employee requires (or required) leave during the period to provide care or support to the member because the member requires (or required) care or support during the period because of:

(i) a personal illness, or injury, of the member; or

(ii) an unexpected emergency affecting the member.

(e) This clause does not apply to the employee who could not comply with it because of circumstances beyond the employee’s control.

6.4.8 A failure to follow the notification and evidence requirements set out in this clause will result in the absence being determined as an “unauthorised absence”.

6.4.9 Personal/carer’s leave shall be fully cumulative.

6.4.10 The continuity of employment of the employee with the Company for sick leave accumulation purposes shall be deemed not to be broken by any of the following:

(a) absence from work on leave granted by the Company;

- (a) the employee having been dismissed or stood down by the Company or the employee having resigned their employment with the Company and being re-employed with the Company within three (3) months of their resignation.

6.4.11 If the employee takes paid personal/carer's leave during a period, the Company shall pay the employee for that period the amount the employee would be paid if the employee had worked during that period.

6.5. COMPASSIONATE LEAVE

6.5.1 Compassionate leave is provided for each occasion where:

- (a) a member of an employee's immediate family or household contracts or develops a life threatening illness or injury or dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

6.5.2 An employee must notify Boral as soon as reasonably practicable of their requirement to take compassionate leave (this may be after the leave has started). Where possible, notification should occur before the commencement of the employee's scheduled starting time.

6.5.3 Periods of compassionate leave must be supported by a medical certificate from a registered health practitioner or such other documentary evidence as deemed appropriate by Boral.

6.5.4 Immediate family member as defined by the NES is a spouse or former spouse, defacto partner or former defacto partner, child, parent, grandparent, grandchild, sibling. It also includes the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner), step relations and adoptive relations.

6.6. LONG SERVICE LEAVE

6.6.1 Entitlements will be made available through CoInvest for employees working in contracting crews covered by the legislation.

6.6.2 All other employees Long Service Leave shall be in accordance with the prevailing State legislation. Boral may reasonably direct an employee to take long service leave on the provision of 3 months written notice to the employee.

6.7. JURY SERVICE

- (a) Jury service is governed by the *Juries Act 2000(Vic)* and the NES. The provisions of the *Juries Act 2000(Vic)* will apply in conjunction with this clause where this clause is more beneficial.
- (b) If the NES provisions are more beneficial than the *Juries Act 2000(Vic)*, then the NES provisions will apply.

- (c) An employee will notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall provide proof of attendance including the duration of such attendance.
- (d) If a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would otherwise be rostered to work, the provisions of this clause apply. It does not apply to jury service conducted on days which the employee would not have been required to work.
- (e) Payment received in respect of attending jury service may be kept by the employee without reconciliation to payments made by the Company.

6.8. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

Leave to deal with family and domestic violence is in accordance with the NES.

6.9. COMMUNITY SERVICES LEAVE

- (a) Boral will provide up to five days Emergency Services Leave per calendar year for the purpose of taking voluntary emergency service. This leave is in addition to any annual leave.
- (b) Employees on Emergency Services Leave are paid at their ordinary rate of pay.

6.10. PARENTAL LEAVE

- (a) Parental Leave will be provided in accordance with the NES and the Boral Leave Policy (as varied, amended or terminated from time to time).
- (b) The Boral Policy does not form part of this Agreement.

7. EMPLOYEE'S DUTIES AND OBLIGATIONS

7.1. DUTIES OWED BY EMPLOYEES AND COMPANY

7.1.1 All employees have a duty to perform their work and anything connected with it:

- (a) in accordance with the terms and conditions of this Agreement and the minimum employment conditions that apply to them;
- (b) with due care and skill to the best of their ability and in a proper, thorough and co-operative manner;
- (c) safely, and in accordance with Boral's safety requirements;
- (d) in accordance with any day to day directions given by Boral;
- (e) in accordance with any written direction, procedure or other specifications provided by Boral (relating to the performance of the employee's work or anything connected with it);
- (f) in accordance with Boral's values;

- (g) using best efforts to promote Boral's business;
- (h) without jeopardising or damaging Boral's business; and
- (i) in compliance with all relevant laws.

7.1.2 The Company may;

- (a) direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling; and
- (b) direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the Company under this clause is to be consistent with the Company's responsibilities to provide a safe and healthy working environment.

7.2. COMPANY POLICIES

7.2.1 This Agreement is supported by policies, standard operating procedures and other employment related documents (e.g. letters of offer) that may set out other employment conditions and benefits for employees. Employees must comply with policies and procedures and other employment related documents.

7.2.2 Where there is an inconsistency between this Agreement and any of the documents referred to in clause 7.2.1, the terms of this Agreement prevail.

7.2.3 Despite any other provision of this Agreement, Boral's policies, standard operating procedures and other employment related documents do not form part of and are not incorporated as a term of this Agreement for any purpose.

7.2.4 Further, it is not intended that a breach of a written direction, procedure or other specification provided by Boral to employees pursuant to clause 7.1.1 (e), would amount to a contravention of this Agreement for the purpose of section 50 of the Act.

8. TERMINATION & REDUNDANCY

8.1. TERMINATION OF EMPLOYMENT

8.1.1 Notice of termination by Boral

- (a) In order to terminate the employment of an employee the Company must give to the employee the period of notice specified in the table below.

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to the period of notice prescribed by clause 8.1.1 (a), an employee over 45 years of age with at least two years continuous service at the time the notice is given is entitled to an additional one (1) weeks' notice.
- (c) Payment in lieu of the prescribed notice in this clause must be made if the appropriate notice period is not required by the Company to be worked. The Company at its discretion may require the employee to work part of the required notice period and then make payments in lieu for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply:
 - (i) in the case of dismissal for serious misconduct;
 - (ii) to employees engaged for a specific period of time or for a specific task or tasks;
 - (iii) to trainees whose employment under a traineeship agreement or an approved traineeship is for specified period or is, for any other reason, limited to the duration of the agreement; or
 - (iv) to casual employees.

8.1.2 Summary Dismissal

- (a) Despite any other provision of this Agreement, Boral may terminate an employee's employment immediately and without prior notice or payment in lieu thereof for serious misconduct or in circumstances warranting summary dismissal, which includes without limitation:
 - (i) Willful or deliberate behavior by an employee that is inconsistent with the continuation of the contract of employment;
 - (ii) Conduct of the employee that poses a serious and imminent risk to the health and safety of a person;
 - (iii) Conduct of the employee that poses a serious and imminent risk to the reputation, viability or profitability of Boral's business;
 - (iv) The employee committing an act of theft, fraud or assault;
 - (v) The employee being intoxicated while at work;

- (vi) The employee refuses to carry out a lawful and reasonable instruction consistent with the employee's contract of employment.

8.1.3 Notice of Termination by Employee

- (a) The notice of termination required to be given by an employee to Boral is the same as that required of Boral, except that there is no requirement on the employee to give additional notice based on their age.
- (b) If an employee who is at least 18 years old fails to give this required notice:
 - (i) Boral Asphalt may deduct from wages due to the employee under this Agreement an amount that is no more than one (1) week's wages. The company may withhold from any monies due to the employee on termination, but only from any wages due to the employee under the Agreement and not monies owing to the employee under the NES
 - (ii) Any deduction made under this clause must not be unreasonable in the circumstances.

8.2. REDUNDANCY

- 8.2.1 A redundancy occurs where Boral no longer requires the employee's job (or the major or principal portion of it) to be performed by anyone because of changes in the operational requirements of Boral's enterprise, except where this is due to the ordinary and customary turnover of labour.
- 8.2.2 Meetings will be held to discuss an agreed selection process before redundancy occurs. This may include the consideration of voluntary redundancies. Attempts to find alternative employment will be made before retrenchments occur. Clause 9.1 will be used to facilitate the process.
- 8.2.3 Redundancy pay entitlement
 - (a) An employee will be entitled to redundancy pay in accordance with the table below. For any period of service greater than 3 years, the employee will be entitled to 3 weeks' pay for each completed year of service up to a maximum of 52 weeks' pay (plus accrued annual leave, leave loading and RDOs).

Period of Continuous Service	Entitlement if Made Redundant
Less than 1 years' service	1 week
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks

- (b) In addition, an employee will be entitled to payment of their sick leave accrual based on the following:
 - (i) Up to 20 years' service - up to a maximum of two (2) weeks; or
 - (ii) Greater than 20 years' service - up to a maximum of four (4) weeks.
- (c) The application of these redundancy provisions have been structured with consideration of the industry that asphalt employees operate in.

- 8.2.4 Where an employee rejects an offer of redundancy and accepts a transfer to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and Boral may, at Boral's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- 8.2.5 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 8.2.6 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of Boral, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

8.3. TRANSFER OF EMPLOYMENT

- 8.3.1 An employee will not be entitled to redundancy pay in circumstances where:
- (a) there is a transfer of employment as defined in the Act and the new company recognises the employee's continuous service with Boral as service with the new company; or
 - (b) the employee rejects an offer of employment with the new company:
 - (i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with Boral;
 - (ii) the new company recognises the particular employee's continuous service with Boral as service with the new company; and
 - (iii) had the employee accepted the offer, there would have been a transfer of employment as defined in the Act.

8.4. EARLY RETIREMENT PROVISIONS

- 8.4.1 The Company is committed to investing in its people so that we have the best available in the industry. In recognition of the effort that the Company's Employees have made during their careers, the Company considers it appropriate to make available an early retirement benefit.
- 8.4.2 This benefit is available providing that:
- (a) there is mutual agreement between the Company and Employee concerned on the taking of early retirement and the establishment of a timeframe for this to occur;
 - (b) the Employee is over 55 years of age and under 62 years of age; and
 - (c) the Employee has completed more than 10 years of continuous service with the Company.
 - (d) the following table describes the provisions that are available.

Years of Service	Service Acknowledgment
10	10 weeks' pay plus 1 week per year completed in excess of 10 years up to a maximum of 26 weeks' pay

Note: This provision is unique to Employees in Asphalt in Victoria and is not to be used as a precedent for conditions elsewhere in Boral.

9. CONSULTATION & DISPUTE RESOLUTION

9.1. CONSULTATION AND COMMUNICATION

9.1.1 This clause applies if:

- (a) Boral 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.

9.1.2 Major change

- (a) For a major change referred to in paragraph 9.1.1 (a):
 - (i) Boral must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses 9.1.3 to 9.1.9 apply.

9.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

9.1.4 If:

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

9.1.5 As soon as practicable after making its decision, Boral 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 Boral 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.

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

9.1.6 Boral must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.1.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to Boral's enterprise, the requirements set out in clause 9.1.2 (a), 9.1.3 and 9.1.5 are taken not to apply.

9.1.8 In this clause, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

9.1.9 For a change referred to in paragraph 9.1.1 (b):

- (a) Boral must notify the relevant employees of the proposed change; and
- (b) subclauses 9.1.11 to 9.1.14 apply.

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

9.1.11 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;

Boral must recognise the representative.

9.1.12 As soon as practicable after proposing to introduce the change, Boral 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 Boral reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that Boral reasonably believes are likely to affect the employees; and
 - (iv) invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

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

9.1.14 Boral must give prompt and genuine consideration to matters raised about the change by the relevant employee.

9.2. CONSULTATIVE COMMITTEE

9.2.1 The Company and Employees are committed to cooperating positively to increase the efficiency and productivity of the business and to enhance the career opportunities and job security of Employees.

9.2.2 The Company and Employee representatives will be evenly distributed on the Committee with management representation not to exceed half the membership.

9.2.3 The Committee shall meet once per year as a minimum and will be tasked to review:

- (a) Workplace communication
- (b) Training
- (c) Upcoming work
- (d) Productivity

- (e) Quality
- (f) Customer experience

9.3. THE ROLE OF EMPLOYEE REPRESENTATIVES

- 9.3.1 Each AWU delegate or employee representative, upon application in writing, will be granted up to 5 days leave with pay each calendar year, to attend courses conducted by:
- (a) in the case of a Union delegate, the Union or a training provider nominated by the Union; or
 - (b) in the case of an employee representative, an appropriately qualified training provider, designed to provide skills and competencies that will assist the delegate and/or
 - (c) Employee representative to perform their functions including contributing to the prompt resolution of disputes and/or grievances in the workplace.
- 9.3.2 The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and should normally be provided with 7 days' notice of the proposed training.
- 9.3.3 Leave of absence granted pursuant to this clause, will count as service for all purposes of this Agreement.
- 9.3.4 Each employee on leave approved in accordance with this clause, will be paid all ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- 9.3.5 All reasonable expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause will be the responsibility of the employer.
- 9.3.6 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- 9.3.7 An employee granted leave pursuant to this clause will, upon request, inform the employer of the nature of the course attended and their observations on it.

9.4. DISPUTE RESOLUTION PROCEDURE

- 9.4.1 If a dispute relates to:
- (a) a matter arising under the Agreement; or
 - (b) the NES;
- this clause sets out procedures to settle the dispute.

- 9.4.2 Any party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this clause.
- 9.4.3 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.
- 9.4.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.4.5 Provided the Fair Work Commission is satisfied that genuine attempts have been made to resolve the dispute at the workplace level, the Fair Work Commission may deal with the dispute by mediation or conciliation.
- 9.4.6 If the parties to the dispute agree, the Fair Work Commission may attempt to resolve the dispute by making a recommendation. If the dispute remains unresolved, the Fair Work Commission may arbitrate and make a determination that is binding on the parties (save for any right of appeal).
- 9.4.7 While the parties are trying to resolve the dispute using the procedures in this clause:
- (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 Company 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.

10. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 10.1.1 Boral and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) this 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 Boral and the employee in relation to 1 or more of the matters mentioned in clause 10.1.1 (a); and

(c) the arrangement is genuinely agreed to by Boral and the employee.

10.1.2 Boral must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

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

10.1.3 Boral must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of Boral and the employee; and

(c) is signed by Boral and the 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 that will be 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.

10.1.4 Boral must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.1.5 Boral or the 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 Boral and the employee agree in writing — at any time.

11. SET-OFF AND OVERPAYMENTS

- 11.1.1 To the extent allowed by law, in the event that an employee is overpaid by Boral, the amount of the overpayment may be deducted from future payments owed to that employee.
- 11.1.2 Boral will consult with any employee affected under this clause prior to any deduction being made. The purpose of the discussion is to let the employee know what has happened and the reasons why such a deduction will be made.

12. SCHEDULE A – CLASSIFICATION STRUCTURE

Classification Level	Asphalt
1	A new/ inexperienced employee to the industry
2	The following must apply: <ul style="list-style-type: none"> • Competent to Hand Spread Asphalt; and • Competent to undertake traffic control duties; and • Undertaking training as a Plant Operator
3	(a) Level 2 requirements; and (b) 3 of the following must apply: <ul style="list-style-type: none"> • Competent Multi Tyred Roller Operator • Competent Steel Drum Roller Operator • Competent Asphalt Paver Operator • Competent Spotter • Competent Tack Coat Operator • Competent skid Steer Operator - (Bucket & Broom) • Holds a Heavy Rigid (HR) licence or Heavy Combination (HC) licence
4.1	(a) Level 2 requirements; and (b) 4 of the level 3 requirements; and (c) Competent in the following skills: <ul style="list-style-type: none"> • Asphalt Paver Screed Operator/ Level Hand; and any two of the following skills: • Electrical Spotter • Skid Steer Operator (Profiling Mill) • Penciller/Traceability • Operate Prime/mover & Float (including unload and load)
4.2	(a) Level 4.1 requirements; and (b) Competent in the following: <ul style="list-style-type: none"> • Competent Material Transfer Vehicle (MTV) Operator; or • Competent to operate the Level Beam and automatic level control
5	(a) Level 4.2 requirements; and (b) The following must apply: <ul style="list-style-type: none"> • Appointed as Leading Hand; and • Undertaking training in the following: <ul style="list-style-type: none"> - Ordering asphalt mix, measuring out job, tracking job and completing AIMS entry; and - Conducting pre-start and toolbox meetings

Classification Level	Spray Seal
1	A new/ inexperienced employee to the industry
2	<p>The following must apply:</p> <ul style="list-style-type: none"> • Competent to operate Hand Broom; and • Competent to undertake traffic control duties; and • Undertaking training as a Plant Operator
3	<p>(a) Level 2 requirements; and</p> <p>(b) 3 of the following must apply:</p> <ul style="list-style-type: none"> • Competent Multi Tyred Roller Operator • Competent Running Cover (Ground) • Competent Spotter • Competent in Brooming Operations (Tractor or Tow) • Holds a Heavy Rigid (HR) licence or Heavy Combination (HC) licence
4.1	<p>(a) Level 3 requirements; and</p> <p>(b) Competent in the following skills:</p> <ul style="list-style-type: none"> • Spreader Truck Operator • Forward Moving Aggregate Spreader (FMAS) Operator • Electrical Spotter; • Front End Loader (FEL) Operator <p>OR</p> <p>(a) Level 3 requirements; and</p> <p>(b) Undertaking training as a Sprayer Operator</p>
4.2	<p>(a) Level 3 requirements; and</p> <p>(b) The following must apply:</p> <ul style="list-style-type: none"> • Competent Sprayer Operator; and • Holds all relevant licences for the use of Hot Products when operating sprayer
5	<p>(a) Level 4.1 requirements; and</p> <p>(b) The following must apply:</p> <ul style="list-style-type: none"> • Appointed as Leading Hand; and • Undertaking training in the following: <ul style="list-style-type: none"> - Measuring out job, tracking job and completing AIMS entry; and - Conducting pre-start and toolbox meetings <p>OR</p> <p>(a) Level 4.2 requirements; and</p> <p>(b) The following must apply:</p> <ul style="list-style-type: none"> • Competent to operate 2 different models of bitumen sprayers, or tow and operate bitumen dog and trailer; and • Competent to perform pre-start operator inspection/maintenance and participate in annual calibration activity on sprayer

Classification Level	Manufacturing
1	A new/ inexperienced employee to the industry
2	2 of the following must apply; <ul style="list-style-type: none"> • Competent Front-End Loader (FEL) Operator • Holds a forklift licence • Undertaking training to dispatch • Undertaking training to perform laboratory testing without supervision
3	7 requirements of any combination from either list 1 or list 2 must apply (i.e. any 7 of the 11 requirements) <u>List 2</u> <ul style="list-style-type: none"> • Enrolled in Cert IV in Laboratory Techniques • Undertaking training as a Plant Operator (control room operations) • Undertaking training as a RAP Plant Operator
4.1	(a) 4 of the requirements from list 1 must apply; and (b) Competent to operate an asphalt plant (control room operations); and (c) 1 of the following must apply; <ul style="list-style-type: none"> • Competent RAP Plant Operator • Competent to allocate and dispatch while operating the plant • Completed Cert IV in Laboratory Techniques • Competent to perform in-house calibrations with a frequency of 6 months or less for base laboratory
4.2	(a) 4 of the requirements from list 1 must apply; and (b) Competent to operate an asphalt plant (control room operations); and (c) 1 of the following must apply; <ul style="list-style-type: none"> • Competent RAP Plant Operator • Competent to allocate and dispatch while operating the plant • Completed Cert IV in Laboratory Techniques • Competent to perform in-house calibrations with a frequency of 1 year or less for base laboratory; and (d) 1 of the following must apply; <ul style="list-style-type: none"> • Competent to operate an asphalt plant in isolation • Competent to operate at least 2 asphalt plants (control room operations) • Approved Laboratory Signatory
5	(a) 4 of the requirements from list 1 must apply; and (b) Competent to operate an asphalt plant (control room operations); and (c) 1 of the following must apply; <ul style="list-style-type: none"> • Competent RAP Plant Operator • Competent to allocate and dispatch while operating the plant; • Completed Cert IV in Laboratory Techniques; • Competent to perform all in-house calibrations that cover NATA scope for base laboratory; and (d) The following must apply; <ul style="list-style-type: none"> • Appointed as Team Leader; or

	<ul style="list-style-type: none"> • Approved Laboratory Signatory; and • Appointed as Senior Laboratory Technician
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List 1

- Competent Front-End Loader (FEL) Operator
- Holds a forklift licence and/or competent bobcat operator
- Competent to operate an articulated truck
- Competent in stock yard management
- Competent to dispatch
- Competent to perform lab testing and input data into QESTlab
- Competent to undertake minor plant maintenance
- Holds a Confined Space and/ or Elevating Work Platform (EWP) ticket

Classification Level	Compaction Testing
1	A new/ inexperienced employee to the industry
2	2 of the following must apply: <ul style="list-style-type: none"> • Undertaking training to input data into Quest Lab • Undertaking training to perform Field Testing (nuclear gauge and coring) • Holds a Nuclear Gauge licence
3	(a) Level 2 requirements; and (b) The following must apply: <ul style="list-style-type: none"> • Competent to input data into Quest Lab • Competent to perform field testing without supervision • Enrolled in Cert IV in Laboratory Techniques
4.1	(a) Level 3 requirements; and (b) 2 of the following must apply: <ul style="list-style-type: none"> • Completed Cert IV in Laboratory Techniques • Competent in production lab testing • Approved Laboratory Signatory
4.2	(a) Level 4.1 requirements; and (b) 2 of the following must apply: <ul style="list-style-type: none"> • Advanced Quest Operator (completed super user training) • Competent to train and assess new entrants in accordance with the Boral Lab Quality Manual • Enrolled in Diploma in Laboratory Technology
5	(a) Level 4.2 requirements; and (b) The following must apply: <ul style="list-style-type: none"> • Appointed to plan and run field testing operations (as required); and • Completed Diploma in Laboratory Technology

Classification Level	Mechanical Trades
1	N/A
2	An employee employed as a Trades Assistant, who performs general labouring and cleaning duties and assists with stores and parts, under direct supervision.
3	N/A
4.1	An employee who holds a recognised trade certificate, or tradespersons rights certificate, or equivalent as an Engineering Tradesperson (Mechanical) and: <ul style="list-style-type: none"> • is able to exercise the skills and knowledge of the engineering trade in the performance of their work; • performs work under general supervision either individually or in a team environment
4.2	An employee who holds a recognised trade certificate, or tradespersons rights certificate, or equivalent as an Engineering Tradesperson (Mechanical) and: <ul style="list-style-type: none"> • is able to exercise the skills and knowledge of the engineering trade in the performance of their work, above and beyond a tradesperson classified at level 4.1; • performs work under limited supervision either individually or in a team environment; • provides trade guidance and assistance as part of a work team
5	An employee who holds a recognised trade certificate, or tradespersons rights certificate, or equivalent as an Engineering Tradesperson (Mechanical) and: <ul style="list-style-type: none"> • is able to exercise the skills and knowledge of the engineering trade in the performance of their work, above and beyond a tradesperson classified at level 4.2; • is able to work autonomously and with limited or no supervision; • provides trade guidance and assistance as part of a work team; • assists in the provision of training in conjunction with supervisors and trainers

13. SIGNATORIES TO THE AGREEMENT

I confirm that this is a true copy of the Agreement which was made between Boral Resources (Vic) Pty Ltd and the employees:

Signed for and on behalf of Boral Resources (Vic) Pty Ltd (ACN 004 620 731) by:

Signature: _____

Name: _____

Date: _____

Address: _____

The signature of the Boral representative was witnessed by:

Signature: _____

Name: _____

Date: _____

Address: _____

Explanation of the person's authority to sign the agreement:

Signed for and on behalf of a bargaining representative by:

Signature: _____

Name: _____

Date: _____

Address: _____

The signature of the bargaining representative was witnessed by:

Signature: _____

Name: _____

Date: _____

Address: _____

Explanation of the person's authority to sign the agreement:

Signed for and on behalf of The Australian Workers Union, Victoria Branch who is a bargaining representative by:

Signature: _____

Name: _____

Date: _____

Address: _____

The signature of the bargaining representative from the Australian Workers Union, Victoria Branch was witnessed by:

Signature: _____

Name: _____

Date: _____

Address: _____

Explanation of the person's authority to sign the agreement:
