

**BORAL NSW METRO  
QUARRIES DEPOT  
ENTERPRISE AGREEMENT  
2023**

## 1. TITLE OF AGREEMENT

- 1.1 This Agreement shall be known as the Boral NSW Metro Quarries Depot Enterprise Agreement 2023 ("**Agreement**").

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## 3. DEFINITIONS

**Act** means the *Fair Work Act 2009* (Cth) and the *Fair Work Regulations 2009*, as amended from time to time;

**Agreement** means the *Boral NSW Metro Quarries Depot Enterprise Agreement 2023*;

**Boral** means Boral Resources (NSW) Pty Ltd (ACN 000 756 507) of Trinit 2, 39 Delhi Road, North Ryde NSW 2113;

**Employee** means an employee engaged by Boral in a classification covered by this Agreement to perform work in connection with Depots/Terminals operated by Boral in New South Wales and whose work is principally performed at any of the Operations (as defined in this Agreement).

**FWC** means the Fair Work Commission;

**NES** means the National Employment Standards.

**Operations** means the Depot/Terminal operations located at:

- (a) 25 Burrows Road South, St Peters NSW 2044 (St Peters Depot);
- (b) 1-5 Norfolk Road, Greenacre NSW 2190 (Enfield Depot);
- (c) Gate 10, Maldon Bridge Road, Maldon NSW 2571 (Maldon Depot).

**Union or AWU** means The Australian Workers Union.

#### **4. AGREEMENT START DATE AND DURATION**

- 4.1 This Agreement shall commence operating seven (7) days after it is approved by the Fair Work Commission, in accordance with the Act and has a nominal expiry date of 14 November 2027.

#### **5. COVERAGE OF AGREEMENT**

- 5.1 This Agreement covers:

- (a) Boral; and
- (b) The Employees; and
- (c) if the Fair Work Commission has noted in its approval decision under s. 201(2) of the *Fair Work Act 2009* (Cth) (the Act) that AWU is covered by this Agreement.

- 5.2 For the avoidance of doubt, and despite any other provision of this Agreement nothing in this Agreement prevents Boral from having an employee undertake job functions contained in the classifications of this Agreement outside of the Operations, provided the work to be performed is within the employee's skill, competence and training. This Agreement shall continue to operate with respect to work performed pursuant to this clause.

#### **6. RELATIONSHIP OF THIS AGREEMENT WITH OTHER INDUSTRIAL INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS**

- 6.1 This Agreement and the National Employment Standards regulate the terms and conditions of employment of employees to the total exclusion of any other industrial instrument that might otherwise apply including but not limited to any modern award or transitional instrument.
- 6.2 This Agreement replaces the *Boral NSW Metro Quarries Depot Enterprise Agreement 2023*.
- 6.3 This Agreement contemplates the application of the National Employment Standards ("**NES**") contained in the Act, that deals with the following eleven (11) matters:
- (a) Maximum weekly hours of work.
  - (b) Requests for flexible working arrangements
  - (c) Offers and requests to convert from casual employment.
  - (d) Parental leave and related entitlements.
  - (e) Annual leave.
  - (f) Personal/ carer's leave, compassionate leave, and family and domestic violence leave.
  - (g) Community service leave (e.g. jury duty, volunteer emergency services).

- (h) Long service leave.
- (i) Public holidays.
- (j) Notice of termination and redundancy pay.
- (k) Fair Work Information Statement and Casual Employment Information Statement.

6.4 If any terms of this Agreement are detrimental to an employee in any respect when compared to the NES, then those terms shall have no effect to that extent and the relevant NES provisions shall apply.

6.5 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.

## **7. OBJECTIVES**

The main objectives of this Agreement are as follows:

- (a) To continue to promote health and safety in the workplace and implement measures to deal with specific issues such as fatigue management;
- (b) To continue to improve productivity and flexibility and implement effective work practices that enables Boral to guarantee that the Operations and customers are serviced at an optimum level without delay or interruption to services;
- (c) To provide for fixed annual wage and allowance increases over the life of the Agreement
- (d) To maintain a Consultative Committee that will meet regularly and provide an opportunity for employees to engage directly with the business; and
- (e) To support employees and enhance performance through skills acquisition and the ongoing pursuit of improved team performance.

## **8. EMPLOYEE OBLIGATIONS**

8.1 Employees must perform the work and do everything connected with it:

- (a) in accordance with this Agreement;
- (b) with due care and skill and in a proper, thorough and professional manner and to the attained standard;
- (c) safely, and in accordance with Boral's safety requirements;
- (d) in accordance with the day to day operational directives given by Boral;
- (e) in accordance with any operating or work procedures, methods or systems relevant to the performance of the work;
- (f) using best efforts to promote Boral's business;
- (g) without jeopardising or damaging Boral's business; and
- (h) in compliance with all relevant laws.

8.2 The parties must do all that is available on their part to improve the performance and profitability of the Operations by constructively and co-operatively participating in and implementing the outcomes of:

- (a) performance measurement and review;
- (b) operational problem solving; and
- (c) continuous improvement activities utilising (a) and (b) above.

8.3 Employees may be required to perform work and undertake such duties that are within the employee's level of skill, competence and training. If an employee does not have the required level of skill, competence and training to safely perform tasks and duties specified or contemplated by this Agreement, Boral shall use its reasonable endeavours to provide and facilitate sufficient training to assist and enable the employee to develop the skills to enable

them to become competent to safely perform the work to the required standard.

## **9. TYPES OF EMPLOYMENT**

9.1 Employees may be employed in one of the following categories:

- (a) Full-time
- (b) Part-time
- (c) Casual

9.2 At the time of commencing employment, Boral must inform the employee, in writing, of the category of their employment.

### Full-time employment

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

### Part-time employees

9.4 A part-time employee is an employee who:

- (a) works less than 38 hours per week; and
- (b) works a regular number of ordinary hours each week.

9.5 At the time of first being employed, Boral and the part-time employee will agree, in Writing, on a regular pattern of work, specifying at least:

- (a) the hours worked each day;
- (b) which days of the week the employee will work; and
- (c) the actual starting and finishing times of each day.

9.6 Any agreement to vary the regular pattern of work will be made in writing before the variation occurs.

9.7 The agreement and variation will be retained by Boral and a copy given to the employee.

9.8 Boral is required to roster a part-time employee for a minimum of three (3) consecutive hours on any shift.

9.9 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

9.10 All time worked in excess of the hours mutually arranged in clause 9.5 will be overtime and paid for at the appropriate overtime rate.

### Casual employees

9.11 A casual employee is an employee employed and paid as such, with no firm advance commitment to continuing and indefinite work according to an agreed pattern of hours for the person.

9.12 A casual employee under this Agreement:

- (a) For each ordinary hour worked must be paid an hourly rate of 1/38th of the weekly ordinary time rate of pay for the classification in which they are employed in, plus a casual loading of 25%, except where overtime, penalty rates or loadings are payable; and
- (b) shall be paid for a minimum of four (4) hours each day they are employed.

9.13 The casual loading is paid instead of annual leave, personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

- 9.14 Without limiting the operation of the NES, the casual loading paid to an employee may be set off against any claim for leave entitlements, notice of termination, redundancy pay and any other entitlements attributable to a permanent employee.
- 9.15 The casual loading payable to casual employees under this Agreement is for all-purposes of the Agreement.
- 9.16 A casual employee shall have the option of seeking to convert their employment to become a permanent employee in accordance with the following provisions dealing with casual conversion.

#### Casual conversion to permanent employment

- 9.17 Subject to the requirements of the National Employment Standards specified in the *Fair Work Act 2009* (Cth) (NES), the Company will make an offer to a casual employee in accordance with the NES to convert their employment to permanent if:
- (a) the employee has been employed by the Company for a period of 12 months; and
  - (b) 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).
- 9.18 The Company will make such offer to an eligible employee in writing within 21 days of the end of the period specified above to convert:
- (a) for an employee that has worked the equivalent of full-time hours during the period – to full time employment; or
  - (b) 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.
- 9.20 The Company has the right not to make an offer of conversion in accordance with this clause, in circumstances specified in the NES. Where the Company 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.
- 9.21 A casual employee who is made an offer of conversion under this clause must advise the Company within 21 days of the offer being made whether they accept or decline the offer. An employee who fails to provide a response to the Company within this time will be taken to have declined the offer.
- 9.22 If an employee accepts an offer of conversion in accordance with this clause, they will convert to permanent employment in accordance with the NES.
- 9.23 Notwithstanding the above, a casual employee who satisfies the requirements of clause 9.17 above, may notify the Company that they want to exercise the right to elect to convert to permanent employment in accordance with the NES. The Company will determine whether to agree to this request based on the matters specified in the NES.
- 9.24 Subject to the requirements of the NES, where an eligible casual employee makes a conversion request the Company will provide a response to the employee in writing and in accordance with the NES.

## **10. CONSULTATION PROCEDURE**

- 10.1 This term applies if Boral:

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

Major change

10.2 For a major change referred to in clause 10.1(a):

- (a) Boral must notify the relevant employees of the decision to introduce the major change; and
- (b) Clauses 10.3 to 10.9 apply.

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

10.4 If:

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

10.5 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 that 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.

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

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

10.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Boral, the requirements set out in clauses 10.2(a), 10.3 and 10.5 are taken not to apply.

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

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of Boral's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or

- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 10.10 For a change referred to in clause 10.1(b):
- (a) Boral must notify the relevant employees of the proposed change; and
  - (b) clauses 10.11 to 10.15 apply.
- 10.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 10.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise Boral of the identity of the representative; Boral must recognise the representative.
- 10.13 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
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities.)
- 10.14 However, Boral is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 10.15 Boral must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 10.16 In this term, **relevant employees** means the employees who may be affected by a change referred to in clause 10.1.

**11. CONSULTATIVE COMMITTEE**

- 11.1 The parties agree to maintain a Consultative Committee.
- 11.2 The Consultative Committee shall be comprised of a representative number of employees from across the workforce covered by this Agreement, and Boral management.
- 11.3 The Consultative Committee shall meet no less than four (4) times per calendar year.
- 11.4 Non committee Members may attend Consultative Committee Meetings from time to time, provided requests to attend are made in writing, the employee's attendance is directly related to matters under consideration by the Consultative Committee, the Consultative Committee agrees to the request to attend, and the employee's attendance is approved by Boral having regard to operational requirements.
- 11.5 Nothing in this Agreement prevents the AWU from being invited by Consultative Committee Members to attend meetings from time to time. Where attendance of the AWU by the Consultative Committee is requested, Boral shall recognise that request.



- 11.6 Some of the functions and types of matters to be considered by the Consultative Committee includes, but is not limited to, the following:
- (a) **Policies and procedures:** Providing feedback about policies and procedures.
  - (b) **Operational matters:** Discussing operational issues and concerns of employees.
  - (c) **General Matters:** Identifying and discussing issues that affect Boral and employees. For example, work, health and safety, psychosocial, productivity, fatigue management, site related issues (e.g. an area to hose down cars), customer service, quality control, continuous improvement and the Boral Production System.
- 11.7 To assist in the practical and effective operation of the Consultative Committee, Boral shall:
- (a) Provide administrative support and assistance to the Consultative Committee.
  - (b) Provide Consultative Committee Members with sufficient time to prepare for Meetings.
  - (c) Provide Consultative Committee Members with reasonable opportunity to speak with other employees from time to time about matters under discussion by the Committee.
- 11.8 Boral may impose such conditions and obligations upon Consultative Committee Members and any other participants in Meetings as is reasonably necessary to ensure the effective operation of the Committee, including strict obligations not to disclose or discuss sensitive or confidential information to which Consultative Committee Members may be privy.

## 12. UNION DELEGATE TRAINING

- 12.1 Subject to the conditions of this clause being satisfied, each appointed Union delegate that is recognised by Boral as the accredited representative of the Union, shall be granted up to a maximum of 5 days leave in any one year (non-cumulative), to attend union delegate training courses conducted by the Union or a training provider nominated by the Union, that is designed to provide skills and competencies that will assist the delegate to perform their functions including contributing to the prompt resolution of disputes and/ or grievances in the workplace.
- 12.2 To be entitled to the union delegate leave prescribed by this clause, the appointed union delegate must comply with the following:
- (a) The union delegate must provide Boral with a written application to attend the union delegate training course which includes details specifying the nature, content and duration of the course to be attended;
  - (b) The union delegate must provide Boral at least 4 weeks' written notice of the need to attend the proposed training; and
  - (c) The request to attend union delegate training must be supported by sufficient documentary evidence, as deemed appropriate by Boral, of their attendance at the training course, which should be given to Boral as soon as reasonably practicable.
- 12.3 Granting of leave pursuant to this clause shall be subject to Boral being able to make adequate staffing arrangements amongst current employees during the period of such leave and will be subject to the operational requirements of the business.
- 12.4 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.
- 12.5 Each employee on union delegate training leave approved in accordance with this clause, shall be paid ordinary time earnings for each day of approved leave taken, provided the employee would otherwise be rostered to work on that day had they not taken the union delegate training leave. For the purpose of this subclause "ordinary time earnings" for an employee means at least the amount Boral would have been liable to pay the employee at the employee's base rate of pay for the hours the employee would have worked during the period of leave capped

at eight (8) hours per day. Casual employees are not entitled to payment for attending union delegate training.

- 12.6 Boral shall not be liable for any additional expenses associated with an employee's attendance at a course or training under these provisions, other than the payment of ordinary time earnings.

### **13. FATIGUE MANAGEMENT**

- 13.1 The following measures are included in this Agreement to address concerns related to fatigue management.

#### Ten (10) hour rest period between rostered shifts

- 13.2 Boral shall not roster or require an employee to commence work on a shift in circumstances in which the employee will not have or has not had at least ten (10) consecutive hours off duty between consecutive shifts. Time spent travelling to and from work is not counted in calculating the ten (10) hour break. The ten (10) hour break shall commence from the conclusion of the employee's shift on the preceding day.

- 13.3 If the end of work on the preceding day is within 10 hours of the rostered starting time for the following day, then the employee shall not be required to commence work until 10 hours has elapsed commencing from the end of the shift the preceding day. In this situation the employee shall be entitled to payment at the employee's ordinary rate from the rostered starting time. For example, if an employee finishes work at 10pm and is rostered to commence work at 6am the following morning, the employee shall not be required to commence work until 8am but shall be entitled to payment at the ordinary rate between 6am to 8am.

### **14. HOURS OF WORK**

- 14.1 Except as otherwise provided in this Agreement (e.g. in relation to continuous shift workers where agreed under clause 14.7), ordinary working hours shall be an average of 38 hours per week and shall be worked in accordance with the following provisions.

#### Span of ordinary hours for day workers

- 14.2 The ordinary hours of work for day workers under this Agreement may be worked between the hours of 4:00am and 5:00pm, Monday to Friday, or by agreement with the majority of employees who are principally engaged to work at that Operation may be worked any day of the week Monday to Sunday inclusive.

#### Span of ordinary hours for shift workers

- 14.3 The ordinary hours of work for a shift worker under this Agreement may be worked on any day of the week Monday to Friday inclusive, or where there is agreement between Boral and the majority of those employees principally engaged to work in the section of the Operation concerned, ordinary hours may be worked any day of the week Monday to Sunday inclusive.

#### Rostering of hours

- 14.4 Employees will work in accordance with their roster as set by Boral from time to time. Further provisions dealing with rosters are dealt with in clause 16.

#### Maximum number of ordinary hours of work per day

- 14.5 An employee's ordinary hours of work will be up to eight (8) hours on any day.

#### Changing from regular shift work to regular day work (and vice versa)

- 14.6 Subject to clause 14.7, Boral may direct an employee to change from regularly working

day work to regularly working shift work (or vice versa) by giving the employee one (1) months' notice in writing and the employee will then work their ordinary hours on the shifts/days the employee has been rostered to work.

Changing from non-continuous shift work to continuous shift work

- 14.7 This clause 14.7 is intended to outline to employees the process which will be utilised in connection with the introduction of an employee onto the continuous shift roster. The following process shall apply:
- (a) Boral may request employees to become continuous shift workers and employees may agree to that request.
  - (b) At or before the time of making the request for an employee to become a continuous shift worker Boral must explain to the employee the proposed terms of the continuous shift roster including information about remuneration, working hours and days.
  - (c) Where a request to become a continuous shift worker is agreed to by an employee under this clause 14.7 the employee shall commence work under a continuous shift roster as a continuous shift worker no later than two (2) months after Boral's request or at an earlier date by agreement between the employee and Boral.
  - (d) Where a request to become a continuous shift worker is not agreed to by an employee then Boral shall use its reasonable endeavours having regard to its operational requirements to address any practical concerns the employee may have that led to the employee's decision not to agree to become a continuous shift worker. The employee bears the responsibility of providing Boral with the reasons the employee did not agree to the request. For example, an employee may inform Boral that the request to become a continuous shift worker was not agreed to because that employee would need three (3) months not two (2) months to organise things at home before becoming a continuous shift worker. In those circumstances Boral might be able to agree to a request by the employee for the employee to commence work as a continuous shift worker after three (3) months, subject to operational requirements.
  - (e) To avoid doubt, Boral is not required to agree to a request by an employee to remain a day worker or non-continuous shift worker in circumstances in which a continuous shift roster has been introduced at the Operations in which the employee has been engaged.
  - (f) Nothing in this clause 14.7 shall operate or be construed or applied so as to prevent or unreasonably hinder or delay the introduction of a continuous shift roster at one or more of the Operations. This includes circumstances in which one or more employees do not agree to become continuous shift workers.
  - (g) Any disputes arising between employees and Boral with respect to the design, introduction or implementation of a continuous shift roster shall be dealt with under the dispute resolution processes in this Agreement.
  - (h) The ordinary hours of work for continuous shift workers shall not be an average of more than 38 hours per week unless it is agreed by the majority of employees principally engaged to work in the section of the Operation concerned that the average hours per week shall be more than 38 hours over an agreed period of time. Ordinary hours of work under the continuous shift roster may be worked in

such combination of day, afternoon and night shifts as agreed under this clause. The parties recognise that the design of the continuous shift roster may or may not provide for RDOs (due to the way in which the continuous shift roster is structured).

## 15. SHIFTWORK

### Definitions

15.1 In this Agreement:

- (a) **Afternoon Shift** means a rostered shift that commences at or after 10am and before 5pm.
- (b) **Day shift** means a rostered shift which commences at or after 4am and before 10am.
- (c) **Day worker** is an employee who works day shift without rotation onto other shifts.
- (d) **Continuous shift worker** is a shift worker who is a seven-day shift worker that is regularly rostered to work on Sundays and public holidays as part of a continuous shift roster.
- (e) **Continuous shift roster** means a roster which provides coverage 24 hours a day, 7 days a week and is comprised of a combination of Day, Afternoon and Night Shifts.
- (f) **Non-continuous shift worker** means a shift worker who is not engaged on a continuous shift roster.
- (g) **Night Shift** means a rostered shift that commences at or after 5pm and before 4am.
- (h) **Public Holiday Shift** means a shift that commences at any time on a Public Holiday.
- (i) **Saturday Shift** means a rostered shift that commences at any time on a Saturday.
- (j) **Sunday Shift** means a rostered shift that commences at any time on a Sunday.

### Afternoon Shift Work Allowance

15.2 A shift worker whilst on Afternoon Shift shall be paid for such shift 17.5% more than the employee's ordinary base rate of pay for each rostered hour worked.

### Night Shift Work Allowance

15.3 A shift worker whilst on Night Shift shall be paid for such shift 33.33% more than the employee's ordinary base rate of pay for each rostered hour worked. To avoid doubt the following applies:

- (a) **Night Shift - Fridays into Saturdays:** If an employee works a Night Shift which commences before midnight on Friday and finishes on Saturday, the employee shall be entitled to the Night Shift Work Allowance of 33.33% for all ordinary hours worked on the Night Shift including the hours worked on Saturday.

### Saturday Shifts

15.4 If an employee works a Saturday Shift (as defined) the employee shall be entitled to payment at time and a half for the first two (2) hours and double time thereafter. This extra rate shall be in substitution for and not cumulative upon the shift allowance.

### Sunday Shifts

- 15.5 If an employee works a Sunday Shift (as defined) the employee shall be entitled to payment at double time for each hour worked on the Sunday Shift. This extra rate shall be in substitution for and not cumulative upon the shift allowance.

### Public Holiday Shifts

- 15.6 If an employee works a Public Holiday Shift (as defined) the employee shall be entitled to payment at double time and a half for each hour worked on the Public Holiday Shift. This extra rate shall be in substitution for and not cumulative upon the shift allowance.

### Overtime for Shift Workers

- 15.7 Shift Work Allowances are not payable in circumstances in which the employee is entitled to payment at overtime rates elsewhere in this Agreement.
- 15.8 An employee on Afternoon Shift or Night Shift is entitled to payment at overtime rates in circumstances in which the employee is required to work beyond the rostered hours for the employees Rostered Shift. The amount payable as overtime for Shift Workers shall be at time and a half for the first two (2) hours of overtime worked and double time for each hour worked thereafter calculated on the employee's ordinary base rate of pay.
- 15.9 In calculating overtime for Shift Workers under this Agreement each day stands alone.

## **16. ROSTERS AND ROSTERED DAYS OFF (RDOs)**

### Rosters

- 16.1 Employees will be rostered to work their ordinary weekly hours so that work is performed:
- (a) cost effectively;
  - (b) without hindering or delaying the unloading of the train or a customer from being serviced; and
  - (c) to an optimum level of profitability.
- 16.2 Rosters shall identify if the employee is required to work Shift Work. Shift Work is dealt with in clause 15 of this Agreement.
- 16.3 Boral will provide employees with at least seven (7) days' notice of their rostered work times for the coming week.
- 16.4 Subject to clause 16.5 below, if a change in roster is required, Boral will provide seven (7) days' notice of that change in the roster.
- 16.5 Where a change in roster/shift is required on less than seven (7) days' notice, this Agreement provides for payment of a Short Notice Shift Change Allowance for each shift required to be worked where seven (7) days' notice of the change in roster/shift has not been given. For example if an employee is advised on a Wednesday that he is required to start at a different time from Monday to Friday on the following week and the employee agrees to the change, then the employee is entitled to the Short Notice Shift Change Allowance on Monday and Tuesday as they have not received seven (7) days' notice for that change. However the allowance will not be paid for the following Wednesday as seven (7) days' notice has been provided.
- 16.6 A Short Notice Shift Change Allowance will also apply if, due to unforeseen circumstances, an employee is no longer required to work rostered overtime of which they've been rostered to work, and less than 12 hours' notice has been provided. For example, if an employee is rostered to commence work at 9:30 am on a Sunday for the sole duty of discharging a train at Maldon terminal, and the business is notified by the rail provider that the scheduled train has been

cancelled, the employee is entitled to the Short Notice Shift Change Allowance if they have not received 12 hours' notice of the train cancellation i.e. by 9:30 pm on the night before (Saturday).

16.7 Employees who wish to change their roster must give Boral at least seven (7) days' notice of the desired change to the roster. Roster changes must be agreed to by Boral.

16.8 An employee and Boral can agree to vary the employee's roster at any time.

#### Rostered Days Off (RDOs)

16.9 Except in the case of continuous shift workers, the method of working the 38-hour week will be arranged by Boral and shall be in accordance with the following:

(a) by Boral fixing one work day in the fourth week of a four-week cycle as an RDO on which all employees at the relevant site will be off work; and

(b) by Boral rostering an employee off on any day of the week during a particular work cycle.

16.10 Where such rostered day off as prescribed above falls on a public holiday, the next working day shall be taken in lieu of the RDO unless an alternate day in that four-week cycle or the next is agreed in writing between Boral and the employee(s).

(a) Each day of paid leave taken and any public holiday occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.

(b) An employee who has not worked, or not regarded by reason of clause 16.9(b) above as having worked a complete 19 day four week cycle, shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle payable for the RDO, or in the case of termination of employment, on termination.

(c) Employees may accumulate five (5) RDOs to be taken at a time agreed between Boral and the employee. Where an employee has accrued more than five (5) days, Boral may direct an employee to take those additional days at a time that Boral so determines.

(d) Despite anything else above, Boral may because of breakdown or emergency or exigency, direct individual employees (who have one or more RDOs) to take such RDOs on the day or days following the breakdown, emergency or exigency.

(e) In response to an employee's request, Boral may agree to cash out an employee's accrued RDO entitlements at any time throughout the year. RDO's will be cashed out at the employee's ordinary time rate. Where RDOs are cashed out the employee's RDO's balance will be reduced accordingly.

#### RDOs and continuous shift rosters

16.11 The parties recognise that RDOs may not be accrued or apply for continuous shift workers.

### **17. BREAKS**

#### Meal breaks

17.1 An employee shall not be required to work for more than five ordinary hours of work without a break for a meal. Provided that an employee and Boral may agree to extend the five ordinary hours to a longer period, only if it is necessary to maintain continuity of operations.

17.2 Work must be organised so that:

(a) Each employee has a twenty (20) minute paid meal break each shift; and

- (b) The taking of such breaks does not hinder or delay the unloading of the train, a customer from being serviced, or work generally.

#### Short breaks

17.3 Work must be organised so that:

- (a) Each employee has a ten (10) minute paid break each shift; and
- (b) The taking of such breaks does not hinder or delay the unloading of the train, a customer from being serviced, or work generally.

### **18. OVERTIME**

#### Reasonable Overtime

18.1 Boral may request or require an employee to work reasonable overtime. In determining whether additional hours required to be worked are reasonable or unreasonable, the following shall be taken into account (in accordance with section 62 (3) of the Act):

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by Boral of any request or requirement to work the additional hours;
- (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms contained in this Agreement;
- (j) any other relevant matter.

#### Payment for Overtime

18.2 An employee is entitled to payment at overtime rates in circumstances where the employee is required to work beyond the employee's ordinary hours.

18.3 All overtime hours shall be paid at time and a half calculated on the employee's ordinary hourly rate for the first two (2) hours of overtime worked and at the rate of double time for each hour of overtime worked by the employee thereafter.

18.4 In calculating overtime under this Agreement each day stands alone.

#### Overtime on Saturdays

18.5 Except as otherwise provided by this Agreement overtime shall be payable for employees on day shift who work on Saturdays. The rate payable shall be time and a half for the first two (2) hours of overtime worked and double time for each hour of overtime worked thereafter.

#### Overtime on Sundays

18.6 Except as otherwise provided by this Agreement, overtime shall be payable for employees on

day shift who work on a Sunday. Overtime shall be paid at the rate of double time calculated on the employee's ordinary hourly rate of pay.

## 19. CLASSIFICATIONS

19.1 All employees covered by this Agreement shall be classified by Boral in accordance with the Classification Structure set out in the Table below.

**Table - Classification Structure**

<b>Level 1 Operator</b>	Employees who have worked at the Operations for six months or less performing the work.
<b>Level 2 Operator</b>	Employees who have worked at the Operations for more than six months performing the work.
<b>Level 3 Operator</b>	<p>Employees who qualify at Level 2 Operator with all necessary competencies to safely and efficiently perform the work at the Operations including completion and attainment of the following nationally recognised unit of competency (or equivalent):</p> <ul style="list-style-type: none"> <li>• Unit Code TLID2022A Conduct Weighbridge Operations; and</li> <li>• Unit Code RIIMPO304D Conduct Wheel Loader Operations.</li> </ul>
<b>Level 4 Technician</b>	<p>Employees who qualify at Level 3 Operator and have completed and attained the R1120213 Certificate II in Surface Extraction Operations (or equivalent) including the following units of competency (or equivalent):</p> <ul style="list-style-type: none"> <li>• Unit Code RIISRM304D Maintain Stockpiles; and</li> <li>• Unit Code RIIMPO334D Conduct Skid Steer Operations using Attachments; and</li> <li>• Unit Code RIISAM207D Apply operational maintenance skills.</li> </ul>
<b>Level 5 Technician</b>	<p>Employees who qualify at Level 4 Technician and have completed and attained the following units of competency (or equivalent) contributing toward the future attainment of a R1130113 Certificate III in Surface Extraction Operations (or equivalent):</p> <ul style="list-style-type: none"> <li>• Unit Code RIISAM203D Use Hand and Power Tools; and</li> <li>• Unit Code RIISAM212D Service Mine Plant and Equipment.</li> </ul>



<b>Level 6 Technician</b>	<p>Employees who qualify at Level 5 Technician and have completed and attained the R1130113 Certificate III in Surface Extraction Operations (or equivalent) and have attained the following units of competency (or equivalent) in RII40120 Certificate IV in Surface Extraction Operations:</p> <p><b>Module 1 – Safety and Compliance</b></p> <ul style="list-style-type: none"> <li>• RIIRIS401E Apply site risk management system</li> <li>• RIIWHS402E Examine and maintain mine safety</li> <li>• RIIQUA401E Apply a quality management system on site</li> <li>• RIIGOV401E Apply monitor and report on compliance system</li> </ul> <p><b>Module 2 – Environmental Management</b></p> <ul style="list-style-type: none"> <li>• RIIWVG401D Apply and monitor the site water management plan</li> <li>• RIIENV401E Supervise dust and noise control</li> <li>• BSBSUS401 Implement and monitor environmentally sustainable work practice</li> </ul>
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Boral to meet and consult with employees regarding classifications

- 19.2 At the request of an individual employee from time to time, Boral shall meet and consult with the individual employee about the employee's classification under this Agreement. Boral will reasonably consider requests of an employee to progress to a higher classification having regard to the Table set out in clause 19.1. Boral will advise the employee of the outcome of the classification review in writing.

Prior Recognition of Extractive Industries Training Packages

- 19.3 For clarity, where an employee has gained qualifications in the MNQ03 Extractive Industries Training Package or the R1109 Surface Extraction Training Package, those qualifications with respect to individual units and at certificate level will be recognised by determination of equivalence in assessing the classification level of each employee whose remuneration is determined by this Agreement.

Maintaining Skills and Undertaking Appropriate Duties

- 19.4 Employees must maintain their competency in, and undertake, those activities for which the Classification Structure is constructed. Failure to do so may result in the re-assessment of the employee's Classification Level.

Training

- 19.5 Within six (6) months of a reasonable request by an employee to commence training having regard to the Classification Structure, Boral shall use all its reasonable endeavours to ensure the employee has commenced that training.
- 19.6 Progression to a higher classification level shall be at Boral's discretion. In classifying and appointing employees to a classification, Boral shall have regard to the descriptors set out in

Clause 19 and Boral's operational requirements.

## 20. WAGES AND WAGE INCREASES

- 20.1 The minimum base rates of pay for employees covered by this Agreement are as set out in Table 1 of Schedule 1 to this Agreement.
- 20.2 To avoid doubt, where any provisions of this Agreement refers to an employee's weekly rate (e.g. redundancy pay), such weekly rates shall be determined by reference to Table 1 set out in Schedule 1. The hourly rate shall be calculated by dividing the applicable weekly rate for the employee's classification by 38.
- 20.3 Table 1 in Schedule 1 sets out the pay rates over the life of the Agreement for employees. Wage increases shall be payable on the first full pay period on or after 15 November each year in accordance with the Table. In the case of the first wage increase, the increase shall be payable on the first full pay period on or after the Agreement commences operation after approval by the Fair Work Commission (however, back dated to 15 November 2023).

## 21. ALLOWANCES

- 21.1 Allowances payable to employees covered by this Agreement are in accordance with Table 2 of Schedule 1 to this Agreement.
- 21.2 The following Table outlines the eligibility criteria with respect to allowances and entitlements provided for in this Agreement.

<b>Allowance(s)</b>	<b>Eligibility Criteria</b>
<b>Shift allowances</b>	See clause 15.
<b>First aid allowance</b>	Payable when an employee has been trained to provide first aid and is a qualified Senior First Aider holding a current first aid qualification (such as a certificate from St John Ambulance or similar body), and is appointed by Boral to perform first aid duty.
<b>Short Notice Shift Change Allowance</b>	See clauses 16.5 and 16.6
<b>Use of private vehicle allowance</b>	Payable when an employee is required to use their own personal motor vehicle or motorcycle in the performance of their duties (N.B. Does not include travel to or from work). In circumstances in which private vehicles are required to be used during a shift employees shall also be given sufficient time and notice before leaving the site to change into clean clothes and if applicable Boral will also use its reasonable endeavours to provide the employee with a plastic seat cover to minimise any dirtying of the employee's vehicle.
<b>Lead Operator Allowance</b>	Payable when an employee is appointed by Boral on a shift to perform the duties of a Lead Operator. See clause 21.5.

<b>Weekly meal allowance</b>	An employee who is rostered to work and does work at least three (3) times for a minimum of six (6) hours each time in a particular week shall be entitled to payment of the full amount of the Weekly meal allowance for that week. The payment of Weekly meal allowance is not dependent on the working of overtime and is in recognition of the nature of the work done by employees under this Agreement and the likelihood that overtime will be required from time to time.
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21.3 To avoid any doubt, unless specifically stated in this Agreement, allowances or additional benefits in this Agreement are not payable for all-purposes and shall not attract any penalty or premium. Payments shall not be calculated so that an employee effectively receives a "penalty on a penalty" or a "loading on a loading" (however described).

Lead Operators and Lead Operators Allowance

21.4 The following sets out the additional responsibilities and requirements that must be met for an employee to be considered a Lead Operator that is entitled to the Lead Operator Allowance.

21.5 A Lead Operator is an employee who, in addition to requirements of a Level 2 or above Operator or Technician is an employee appointed by Boral as a leading hand who is required to supervise, direct or to be in charge of another employee or employees.

A lead Operator is responsible for:

- (a) ensuring that all work activity is conducted as per the requirements of the Boral Health and Safety Policy;
- (b) ensuring adherence to Boral's Environmental Policy and any other site-specific environmental procedures;
- (c) contributing to the development of site rosters;
- (d) monitoring personnel absences and movements and advising line management;
- (e) advising line management personnel of any safety incidents or near misses occurring on site in the absence of the usual line management on site;
- (f) pro-actively organising break down repairs and clean-up of spillages;
- (g) leading and supporting implementation of continuous improvement projects;
- (h) developing SWP procedures for all routine operational activities;
- (i) inducting personnel to the site as directed; and
- (j) coordinating the hourly hire of trucks from Boral Transport.

21.6 Annual Flu Vaccination

Employees will have the opportunity at the commencement of the flu season to have a flu shot, organised and paid for by Boral, at either a local medical centre or other location as agreed. The flu shot is voluntary and at the option of the employee to take up.

**22. PAYMENT OF WAGES AND ALLOWANCES**

22.1 Employees shall be paid weekly (or other regular interval by mutual agreement) by means of electronic funds transfer into an account in a recognised financial institution.

### Reimbursement of expenses

- 22.2 Boral will reimburse an employee of all reasonable, pre-approved expenses incurred by that employee in the performance of the employee's duties. To claim reimbursement from Boral, the employee must provide Boral with legitimate tax receipts, vouchers or other proof reasonably required by Boral that the employee has spent any amounts claimed.

### Payment of Wages on Termination

- 22.3 Boral shall pay an employee no later than 7 days after the day on which their employment terminates:
- (a) The employee's wages owed under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
  - (b) All monies due to the employee under this Agreement and the NES.

## **23. SALARIED ARRANGEMENTS**

- 23.1 Boral and an employee covered by this Agreement may agree to an annual salary arrangement.
- 23.2 The following protections shall apply for an employee that would like to enter into an annual salary arrangement:
- (a) All annual salary arrangements must be put in writing.
  - (b) Boral will provide the employee a copy of the agreement and keep the agreement as a time and wages record.
  - (c) All annual salary arrangements must specify any and all terms and conditions of this Agreement that are incorporated as part of the annual salary arrangement.
  - (d) Boral will keep records of the performance of work that falls into the category of work that is satisfied by the annual salary such as any overtime or penalty assumptions and calculations.
  - (e) The monetary amount payable to an employee under an annual salary arrangement must not fall below the amount that would otherwise have been payable to an employee under this Agreement if the annual salary arrangement had not been made.
  - (f) The annual salary arrangement must be at a rate that compensates an employee for all hours worked having regard to the minimum rate payable under this Agreement for the employee's classification, and any relevant overtime, loadings, penalties, allowances and similar provisions in this Agreement that may be incorporated as part of the annual salary arrangement.
  - (g) Each annual salary arrangement will be reviewed by Boral in consultation with the employee on an annual basis and on termination of employment. Any underpayment identified in the review will be rectified in the next pay cycle.
  - (h) Any disputes arising between an employee and Boral with respect to this clause shall be dealt with under the dispute resolution processes in this Agreement.

## **24. SUPERANNUATION**

- 24.1 The Company 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.

- 24.2 Where an existing employee does not notify the Company of an alternative fund, the Company will continue to make superannuation contributions into the Company'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).
- 24.3 In the case of a new employee, the Company 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 the Company that they have an alternative preferred complying fund using the Standard Choice form, the Company will make contributions into that fund.
- 24.4 If a new employee doesn't have an account, and does not let the Company know which fund they have chosen, the Company will create, on the new employee's behalf, an account with Boral Super.
- 24.5 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.
- 24.6 Where an employee enters into a superannuation sacrifice arrangement with the Company, the Company will continue to base its superannuation contributions and all penalties in this Agreement on the employee's pre sacrifice pay rates.

## **25. TOOLS, PROTECTIVE CLOTHING AND PROTECTIVE EQUIPMENT**

### Tools

- 25.1 All tools required by employees shall be provided by Boral at Boral's expense.

### Protective Clothing

- 25.2 At the commencement of an employee's employment Boral shall provide the employee with four sets of protective clothing, two pairs of boots and in May a winter jacket, which shall be replaced on an item for item exchange basis.

### Protective Equipment

- 25.3 Boral shall:
- (a) provide employees with all personal protective equipment required to perform an employee's work; and
  - (b) replace such articles, when, in the reasonable opinion of Boral, they are no longer in a serviceable condition, but employees shall not be entitled to a replacement unless they return the corresponding article issued to employees. If the article is lost or misplaced by employees, employees shall pay a reasonable price for the article.
- 25.4 Clothing may be replaced beyond the limitations set in this clause, on a fair wear and tear basis. Any disputes arising from this clause shall be dealt with under the dispute resolution processes in this Agreement

## 26. LEAVE ENTITLEMENTS

### Application of the National Employment Standards

26.1 Subject to this clause, the conditions in this clause 26 are governed by the NES.

26.2 The conditions for the purposes of clause 26.1 are:

- (a) Parental Leave and Related Entitlements;
- (b) Annual Leave;
- (c) Personal/Carer's Leave;
- (d) Compassionate Leave;
- (e) Family and Domestic Violence leave; and
- (f) Community Service Leave.

### Additional Provisions

26.3 In addition to the conditions provided by the NES, the following will apply:

#### Annual Leave Loading

26.4 Where an employee commences a period of annual leave they shall be paid, in addition to their annual leave pay, a loading of 17.5% calculated on the employees (base) rate of pay.

#### Continuous shift workers and annual leave

26.5 For the purposes of the additional week of annual leave provided for in the NES, a "shift worker" is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays. In addition to the leave provided for in the NES, continuous shift workers will be allowed an additional one week's leave; provided that if, during the year of employment, an employee has served for only a portion of it as a continuous shift worker, the additional leave will be one day for every 36 ordinary shifts worked as a continuous shift worker.

#### Taking of annual leave

26.6 Annual leave shall be taken at a mutually agreeable time provided that Boral may direct an employee to take annual leave in excess of twenty days (20) 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.

26.7 Notwithstanding the other provisions of this clause 26, an employee must take a period of paid or unpaid annual leave during a particular period if:

- (a) the employee is directed to do so because, during that period, Boral shuts down its business, or any part of the business in which the employee works; and
- (b) at least that amount of annual leave is credited to the employee; and
- (c) if an employee has not accrued sufficient leave to cover part or all of the shutdown referred to above, then the employee shall be allowed paid leave for the period for which they have accrued sufficient leave and be given unpaid leave for the remainder of the shutdown; and
- (d) the employee is provided with at least 28 days' prior notice in writing.

#### Cashing out of annual leave

- 26.8 Paid annual leave must not be cashed out except in accordance with an agreement under this clause 26.
- 26.9 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement between Boral and the employee under this clause 26.
- 26.10 Boral and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- 26.11 An agreement under this clause 26 must state:
- (a) The amount of leave to be cashed out and the payment to be made to the employee for it; and
  - (b) The date on which the payment is to be made.
- 26.12 An agreement under this clause 26 must be signed by Boral and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 26.13 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 26.14 An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- 26.15 Boral must keep a copy of any agreement under clause 26 as an employee record.

#### Personal/Carer's Leave

- 26.16 To be entitled to personal/carers leave during a period, an employee must give Boral notice as soon as reasonably practicable (which may be a time after the leave has started but is ideally prior to the employee's scheduled starting time) that the employee is (or will be) absent from work during the period because:
- (a) of a personal illness or injury of the employee; or
  - (b) the employee is required to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of a personal illness, injury or unexpected emergency.
- 26.17 In accordance with the current practice as at the date of this Agreement, employees (other than a casual employee) shall, subject to the operation of this clause be entitled to ten (10) days' personal/carers leave during the first and subsequent years of service without loss of pay (provided that sufficient proof of illness or injury is produced in accordance with this clause).
- 26.18 To be entitled to payment for personal/carers leave, if Boral requests, an employee must provide Boral with a document (the required document) of whichever the following type applies:
- (a) if it is reasonably practicable to do so - a medical certificate from a registered health practitioner;
  - (b) if it is not reasonably practicable for the employee to provide Boral with a medical certificate - a statutory declaration made by the employee.
- 26.19 In cases where an employee takes personal/carers leave on the day before or after the weekend, public holidays, leave or rostered days off, or where there is a pattern of single day

absences then the employee will be required to provide Boral with a medical certificate.

- (a) The required document must be given to Boral as soon as reasonably practicable.
- (b) 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 that in the opinion of the registered health practitioner, the employee's family/household member had, has, or will have a personal illness or injury during the period; 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, or that the employee requires (or required) leave during that period to provide care or support to the employee's family/household member because the member requires (or required) care or support during the period because of a personal illness, or injury, of the member; or an unexpected emergency affecting the member.
  - iii. An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
  - iv. Where an absence is expected to continue beyond one month, the employee must contact management to notify them of the intended length of the absence and the approximate date on which the employee will be able to return to work.

#### Compassionate Leave

- 26.20 Full-time and part-time employees receive paid compassionate leave.
- 26.21 Paid periods of compassionate leave (up to three (3) days on each occasion) may be supported by a medical certificate from a qualified medical practitioner or such other appropriate documentary evidence if requested by Boral.
- 26.22 To be entitled to paid compassionate leave during a period, an employee must give Boral notice as soon as reasonably practicable that the employee is (or will be) absent from work during the period on compassionate leave.
- 26.23 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.
- 26.24 Employees shall act in good faith and shall co-operate with Boral in the management of personal leave and absenteeism.

#### Long Service Leave

- 26.25 Long service leave shall be in accordance with the Long Service Leave Act 1955 (NSW).

### **27. TERMINATION OF EMPLOYMENT**

#### Termination of Employment by Boral

- 27.1 Boral may terminate an employee's employment by giving the employee a period of notice having regard to the length of the employee's continuous service with Boral at the time of the



notice. The relevant period of notice is determined from the following table (and applies instead of the NES).

<b>Period of continuous service</b>	<b>Period of Notice</b>
Up to 1 year	1 week
More than 1 year and up to the completion of 3 years	2 weeks
More than 3 years and up to the completion of 5 years	3 weeks
More than 5 years	4 weeks

27.2 In addition to the notice contained in subclause 27.1 above, an employee who is over 45 years of age at the time notice is given and who has two or more years continuous service, shall be entitled to an additional week's notice.

#### Payment in Lieu of Notice

27.3 Payment in lieu of the notice prescribed in subclause 27.1 above, shall be made if the appropriate notice is not given. Further, the employment may be terminated by Boral providing part notice and part payment in lieu of notice.

27.4 The payment in lieu of notice in clause 27.3 above shall be calculated on the basis of the employee's full rate of pay for the period for which payment in lieu is provided, as provided by the Act.

#### Non-Application of Notice Provision

27.5 Despite any other provision of this Agreement clause 27.1 (inclusive) shall not apply in the case of:

- (a) a casual employee;
- (b) an employee engaged for a specific period of time or for a specified task or for the duration of a specified season;
- (c) an employee whose employment is terminated because of serious misconduct;
- (d) any other employees as prescribed by legislation.

#### Notice of Termination by Employee

27.6 The notice of termination required to be given by an employee shall be the same as that required of Boral, however, there shall be no additional notice based on the age of the employee concerned.

27.7 If the employee fails to give the required period of notice, Boral may, to the extent permitted by law, withhold any monies due to the employee on termination, an amount not exceeding the amount the employee would have been paid in respect of a period of notice required by this clause, less any period of notice actually given by the employee.

#### Job Search Entitlement

27.8 Where Boral has given notice of termination to an employee, the employee shall be allowed up to 1 days' time off during the notice period without loss of pay for the purpose of seeking other employment. The time off shall be taken at a mutually convenient time to Boral and the

employee.

## **28. REDUNDANCY**

28.1 The subject of redundancy is also governed by the NES. If the NES provisions are more beneficial than this clause, then the NES provisions in the Act will apply.

### Preservation of Employment

28.2 Where practicable and having regard to the needs of the terminal, the parties will co-operate to preserve existing employment and enhance future employment opportunities generally. Furthermore, the parties recognise that this is best achieved when what can be done is done, to produce sustainable improvements in the performance and profitability of the terminal.

### Selection

28.3 If redundancies are to occur, Boral will call for volunteers, and then if there are insufficient volunteers those to be made redundant will be selected by Boral by reference to their:

- (a) terminal skills;
- (b) experience;
- (c) aptitude;
- (d) training;
- (e) performance; and
- (f) any other agreed criteria.

28.4 A redundancy occurs where Boral no longer requires the employee's job 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.

### Redundancy Pay

28.5 If, following a decision made by Boral in accordance with clause 28, Boral decides that an employee's position in the terminal is redundant and that decision leads to the termination of employment of the employee with Boral, then Boral must pay the employee concerned:

- (a) If they are under 45 years of age with:

<b>Length of service</b>	<b>Entitlement</b>
Less than 1 years' service	Nil
1 year and less than 2 years	4 weeks' pay;
2 years and less than 3 years	7 weeks' pay;
3 years and less than 4 years	10 weeks' pay;
4 years and less than 5 years	12 weeks' pay;
5 years and less than 6 years	14 weeks' pay; or
6 years and less than 7 years	16 weeks' pay,

and thereafter an additional 2 weeks per completed year of service capped at a maximum of 52 weeks' pay.

- (b) If they are 45 years of age or over with:

<b>Length of service</b>	<b>Entitlement</b>
less than 1 years' service	Nil;
1 year and less than 2 years	5 weeks' pay;
2 years and less than 3 years	8.75 weeks' pay;
3 years and less than 4 years	12.5 weeks' pay;
4 years and less than 5 years	15 weeks' pay;
5 years and less than 6 years	17.5 weeks' pay; or
6 years and less than 7 years	20 weeks' pay,

and thereafter an additional 2 weeks per completed year of service capped at a maximum of 52 weeks' pay.

#### Non-application of this Clause to Certain Employees

28.6 The provisions of this clause have no application:

- (a) in the case of dismissal for serious misconduct;
- (b) to employees engaged for a specific period of time or for a specific task or tasks;
- (c) to casual employees; or
- (d) to any other employees as prescribed by legislation.

#### Alternative Employment or Incapacity to Pay

28.7 Boral may, in a particular redundancy case, make an application to the Fair Work Commission to have the general redundancy pay in clause 28.5 of this Agreement reduced to a lesser amount (which may be nil) if Boral obtains other acceptable employment for an employee or cannot pay the amount.

#### Transfer of Employment

28.8 An employee will not be entitled to the severance pay in clause 28.5 of this Agreement in circumstances where:

- (a) the employee rejects an offer of employment from another company that:
  - i. is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with Boral; and
  - ii. the new company recognises the particular employee's continuous service with Boral as service with the new company; and
- (b) had the employee accepted the offer, there would have been a transfer of employment as defined in the Act.

#### Transfer to Lower Paid Duties

28.9 Where an employee is transferred to lower paid duties by reason of redundancy, 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 rate time of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### Employee Leaving During Notice Period

- 28.10 An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

### Job Search Entitlement

- 28.11 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.
- 28.12 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.

## **29. PUBLIC HOLIDAYS**

- 29.1 The days on which the following holidays are observed shall be granted to employees without loss of pay as a holiday:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Queen's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) Picnic Day, the first Monday in December (or a substitute day agreed to by an employee and Boral and taken by 31 December in the following year); and
- (m) any other day gazetted as a public holiday for the State of New South Wales.

- 29.2 Work performed on a public holiday shall be paid at the rate of double time and a half of the employee's ordinary hourly rate for each hour worked by the employee on that day.

- 29.3 Employees (except casual employees) who normally work on the day a public holiday falls will be paid their base pay rate for the ordinary hours they would have worked if they had not been absent because of the public holiday. This clause also applies to shift workers.

## **30. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

- 30.1 Boral and an employee covered by this enterprise 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 an employee in relation to 1 or more of the matters mentioned in paragraph 30.1 (a); and
- (c) the arrangement is genuinely agreed to by Boral and the employee.

30.2 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.

30.3 Boral must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and the employee; and
- (c) is signed by the employer 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 arrangements; and
- (e) states the day on which the arrangement commences.

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

30.5 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.

## **31. DISPUTE RESOLUTION PROCEDURE**

31.1 If a dispute relates to:

- (a) a matter arising under the Agreement;

- (b) the National Employment Standards; or
- (c) a matter pertaining to the relationship between Boral and the employees covered by this Agreement;

this clause sets out procedures to settle the dispute.

31.2 An employee who is a party to the dispute may appoint a representative, including the AWU, for the purposes of the procedures in this clause.

31.3 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.

31.4 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.

31.5 The Fair Work Commission may deal with the dispute in 2 stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - i. arbitrate the dispute; and
  - ii. make a determination that is binding on the parties.

*Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div. 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.*

31.6 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 Boral 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.

31.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

## **32. NO EXTRA CLAIMS**

32.1 This Agreement is in full settlement of all issues that may arise between the parties covered by this Agreement during its nominal term. The parties covered by this Agreement shall not make any claims for changes in wages or conditions of employment for the nominal term of this Agreement. The parties acknowledge that nothing in this clause shall be interpreted or

applied or construed as imposing limits on the rights of Boral to manage its business or to improve productivity.

### **33. DISCUSSIONS FOR REPLACEMENT AGREEMENT**

- 33.1 Boral agrees to initiate discussions in relation to the negotiation of a new agreement, to replace this Agreement, not less than six (6) months before the nominal expiry date. Nothing in this clause requires Boral to agree to any particular terms and conditions as part of any replacement agreement that may be negotiated.

**SCHEDULE 1**

**TABLE 1 - RATES OF PAY**

<b>Classification</b>	<b>Current Hourly Rate</b>	<b>Hourly Rate - effective from the first full pay period on or after 15 November 2023 (3.5% increase)</b>	<b>Hourly Rate - payable from the first full pay period on or after 15 November 2024 (3.00% increase)</b>	<b>Hourly Rate - payable from the first full pay period on or after 15 November 2025 (3.00% increase)</b>	<b>Hourly Rate - payable from the first full pay period on or after 15 November 2026 (3.00% increase)</b>
<b>Level 1 Operator</b>	\$30.5166	\$31.5847	\$32.5322	\$33.5082	\$34.5134
<b>Level 2 Operator</b>	\$33.7882	\$34.9797	\$36.0199	\$37.1005	\$38.2135
<b>Level 3 Operator</b>	\$34.6668	\$35.8802	\$36.9566	\$38.0653	\$39.2072
<b>Level 4 Technician</b>	\$35.5582	\$36.8027	\$37.9068	\$39.0440	\$40.2153
<b>Level 5 Technician</b>	\$36.4366	\$37.7119	\$38.8432	\$40.0085	\$41.2088
<b>Level 6 Technician</b>	\$37.5695	\$38.8844	\$40.0509	\$41.2525	\$42.4900



**TABLE 2 – ALLOWANCES**

<b>Allowance</b>	<b>Clause</b>	<b>Current Allowance</b>	<b>Allowance - effective from the first full pay period on or after 15 November 2023</b>	<b>Allowance - payable from the first full pay period on or after 15 November 2024</b>	<b>Allowance - payable from the first full pay period on or after 15 November 2025</b>	<b>Allowance - payable from the first full pay period on or after 15 November 2026</b>
<b>Afternoon shift</b>	15.2	17.5%	17.5%			
<b>Night shift</b>	15.3	33.3%	33.33%			
<b>Weekly First aid Allowance</b>	21.2	\$20.48	\$21.20	\$21.83	\$22.49	\$23.16
<b>Short Notice Shift Change Allowance</b>	16.5 & 16.6	\$51.75	\$53.56	\$55.17	\$56.82	\$58.53
<b>Motor vehicle Allowance (per km)</b>	21.2	\$0.95	\$0.98	\$1.01	\$1.04	\$1.07
<b>Lead Operator Allowance (hourly rate)</b>	21.4 - 5	\$1.65	\$1.71	\$1.76	\$1.81	\$1.87
<b>Weekly Meal Allowance</b>	21.2	\$107.66	\$111.43	\$114.77	\$118.21	\$121.76

## SCHEDULE 2 - SIGNATORIES TO THE AGREEMENT

I confirm that this is a true copy of the Agreement which was made between Boral Resources (NSW) Pty Ltd, trading as Boral Quarries (ACN 000 756 507) and the employees:

### Signed for and on behalf of the employer Boral Resources (NSW) Pty Ltd (ACN 000 756 507):

Signature	
Print name of signatory	
Title/position of signatory	
Address of signatory	
Date of signature	/ /
Authority to sign	Signed by me as a duly authorized representative of Boral Resources (NSW) Pty Ltd (ACN 000 756 507)

### Signed for and on behalf of The Australian Workers' Union:

Signature	
Print name of signatory	
Title/position of signatory	
Address of signatory	
Date of signature	/ /
Authority to sign	Signed by me as a duly authorized representative of The Australian Workers' Union being a bargaining representative of employees covered by the Agreement