

Boral Asphalt

Queensland Maintenance

Enterprise Agreement 2023

Draft

13 June 2024

TABLE OF CONTENTS

1. Title

This Agreement shall be known as the Boral Asphalt Queensland Maintenance Enterprise Agreement 2023.

2. Coverage of Agreement

This Agreement covers:

- Boral Resources (Qld) Pty Ltd trading as Boral Asphalt Queensland (ACN 009 671 809) (“Company”); and
- The Employees of the Company employed to work in the classifications specified in Appendix A and who work for Boral’s bitumen and asphalt operations in Queensland.

3. Relationship and Claims

- 3.1. This Agreement overrides and operates to the exclusion of all provisions of the *Manufacturing and Associated Industries and Occupations Award 2020* (Award) and any other award which would, but for the operation of this Agreement, apply to employees covered by this Agreement.
- 3.2. The parties to this Agreement agree that there will be no further claims in respect of any matters contained in this Agreement.

4. Agreement Start Date and Duration

This Agreement shall commence operating seven (7) days after it is approved by the Fair Work Commission, in accordance with the Act. The Agreement has a nominal expiry date of 4 September 2026.

5. Definitions

“Act” means the *Fair Work Act 2009* (Cth)

“Agreement” means the Boral Asphalt Queensland Maintenance Enterprise Agreement 2023

“Award” means the *Manufacturing and Associated Industries and Occupations Award 2020*

“Company” or “Boral Asphalt QLD” or “Boral” means Boral Resources (QLD) Pty Ltd (trading as Boral Asphalt Queensland)

“Employees” mean employees of the Company who are covered by this Agreement

“National Employment Standards” means the National Employment Standards (NES) in Part 2-2 of the Act

6. Types of Employment

- 6.1 An employee may be engaged as full time or part time on an ongoing or fixed term/task basis or as a casual employee.

- 6.2 The type of employment will be specified in the employee's Offer of Employment letter.
- 6.3 Full time Employee
 - 6.3.1 A full-time employee is an employee whose average ordinary hours of work will be 38 hours per week.
- 6.4 Part time Employee
 - 6.4.1 A part time employee is an employee who works an average number of hours which are less than 38 hours per week and who receives on a pro rata basis, the entitlements of a full-time employee.
 - 6.4.2 At the commencement of employment, the hours (being not less than three (3) consecutive hours on any shift) and work arrangements of a part-time employee will be agreed and any hours in excess of the agreed hours will be paid at overtime rates.
- 6.5 Casual Employee
 - 6.5.1 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.
 - 6.5.2 A casual employee under this Agreement:
 - 6.5.2.1 receives a rate of pay as set out in Appendix B for the classification in which they are employed in, plus a 25% casual loading.
 - 6.5.2.2 shall be paid for a minimum of four (4) hours each day they are employed.
 - 6.5.3
 - 6.5.4 The required notice for the cancellation of any casual employee's shift will be a minimum of 1 hour prior to the nominated start time.
 - 6.5.5 If the minimum notice has not been met and the employee is not required by the Company to commence work, then 4 hours at the employee's ordinary base rate shall be paid.
 - 6.5.6 Notice provisions for the cancellation of a night shift and reprogramming to day works will be 4 hours prior to the nominated start time.
 - 6.5.7 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.
 - 6.5.8 The casual loading payable to casual employees under this Agreement is for all-purposes of the Agreement.
- 6.6 Casual Conversion
 - 6.6.1 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:
 - 6.6.1.1 The employee has been employed by Boral for a period of 6 months; and
 - 6.6.1.2 During at least the last 6 months 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).

- 6.6.2 Boral will make such offer to an eligible employee in writing within 21 days of the end of the period specified above to convert:
- 6.6.2.1 For an employee that has worked the equivalent of full-time hours during the period – to full-time employment;
- or
- 6.6.2.2 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.
- 6.6.3 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.
- 6.6.4 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 timeframe will be taken to have declined the offer.
- 6.6.5 If an employee accepts an offer of conversion in accordance with this clause, they will convert to permanent employment in accordance with the NES.
- 6.6.6 Notwithstanding the above, a casual employee who satisfies the requirements of clause 6.6.1 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.
- 6.6.7 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.

7. Focus of this Agreement

- 7.1. The focus of this Agreement is to continue introducing workplace reforms that will make Boral more competitive, commercially viable and able to sustain its market position and presence.
- 7.2. The Company is committed to providing safe and health working conditions for our people. A key objective is preventing work related injuries and illnesses and returning home safely at the end of the working day. To this end, Boral is committed to promoting:
- Understanding;
 - Education;
 - Self-Responsibility;
 - Team work and a good working relationship with our employees.

8. Consultation

- 8.1. A single bargaining unit has been established consisting of representatives of Boral and employees known as the Joint Consultative Committee (JCC). The JCC will monitor the progress of this Agreement and will meet if required during the life of the Agreement. The JCC will also address any issues raised by any site Consultative Committee.
 - 8.2. This clause applies if:
 - 8.2.1. 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
 - 8.2.2. Proposes to introduce a change to the regular roster or ordinary hours of work of employees.
 - 8.3. Major change
 - 8.3.1. For a major change referred to in clause 8.2.1;
 - 8.3.1.1. Boral must notify the relevant employees of the decision to introduce the major change; and
 - 8.3.1.2. Sub clauses 8.4 to 8.9 apply
 - 8.4. The relevant employees may appoint a representative for the purposes of the procedures in this clause
 - 8.5. If:
 - 8.5.1. A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.5.2. The employee or employees advise Boral of the identity of the representative;Boral will recognise the representative.
 - 8.6. As soon as practicable after making its decision, Boral must:
 - 8.6.1. Discuss with the relevant employees:
 - 8.6.1.1. the introduction of the change; and
 - 8.6.1.2. the effect the change is likely to have on the employees; and
 - 8.6.1.3. measures Boral is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 8.6.2. For the purposes of the discussion – provide, in writing, to the relevant employees;
 - 8.6.2.1. all relevant information about the change including the nature of the change proposed; and
 - 8.6.2.2. information about the expected effects of the change on the employees; and
 - 8.6.2.3. any other matters likely to affect the employees.
- However, Boral is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7. Boral must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
 - 8.8. If a term in this Agreement provides for a major change to production, program, organisation, structure of technology in relation to Boral's enterprise, the requirements set out in clause 8.3.1, 8.4 and 8.6 are taken not to apply.
 - 8.9. In this clause, a major change is likely to have a significant effect on employees if it results in:
 - 8.9.1. the termination of the employment of employees; or

- 8.9.2. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 8.9.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 8.9.4. the alteration of hours of work; or
 - 8.9.5. the need to retrain employees; or
 - 8.9.6. the need to relocate employees to another workplace; or
 - 8.9.7. the restructuring of jobs.
- 8.10. Change to regular roster or ordinary hours of work
- 8.10.1. For a change referred to in clause 8.2.2:
 - 8.10.1.1. Boral must notify the relevant employees of the proposed change; and
 - 8.10.1.2. subclauses 8.10.3 to 8.10.4.4 apply.
 - 8.10.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - 8.10.3. If:
 - 8.10.3.1. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.10.3.2. the employee or employees advise the employer of the identity of the representative;

Boral must recognise the representative.

- 8.10.4. As soon as practicable after proposing to introduce the change, Boral must:
 - 8.10.4.1. discuss with the relevant employees the introduction of the change; and
 - 8.10.4.2. for the purposes of the discussion – provide to the relevant employees:
 - 8.10.4.2.1. all relevant information about the change, including the nature of the change; and
 - 8.10.4.2.2. information about what Boral reasonably believes will be the effects of the change on the employees; and
 - 8.10.4.2.3. information about any other matters that Boral reasonably believes are likely to affect the employees; and
 - 8.10.4.2.4. 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).
 - 8.10.4.3. however, Boral is not required to disclose any confidential or commercially sensitive information to the relevant employees.
 - 8.10.4.4. Boral must give prompt and genuine consideration to matters raised about the change by the relevant employee.

9. Designated Depot

- 9.1. An employee will be designated a depot upon commencement of employment.
- 9.2. Any permanent change to the designated depot will be agreed by the Company and the employee in writing.
- 9.3. An employee may be directed to start work at a depot or location other than their designated depot.

- 9.3.1. This other depot or location must be within 50km of the employee's designated depot or place of residence.
- 9.3.2. Where a permanent employee commences work at such a location, they will receive a travelling allowance for all kilometres travelled in excess of the normal distance travelled to and from work.
- 9.3.3. The rate of reimbursement for work related travel is in accordance with the Work Related Travel clause of this Agreement.
- 9.4. The Company and an employee may agree in writing that the employee will perform work within the employee's level of skill, competence and training for or on behalf of another entity within the Boral group at any location in Australia.
 - 9.4.1. Where such an arrangement is entered into, the employee will continue to be remunerated in accordance with their classification under this Agreement and this Agreement shall continue to operate with respect to the work performed.

10. Hours of Work

10.1. Ordinary Hours

- 10.1.1. Full time employees will work an average of 38 ordinary hours per week. Employees will work a pattern of 40 hours each weekly pay cycle with 0.05 hours accrued and banked for each hour of ordinary time worked
- 10.1.2. Ordinary hours worked between 4.00am and 6.00pm Monday to Friday shall be paid at the employee's ordinary rate of pay as specified in Appendix B.
- 10.1.3. The maximum allowable accumulation of banked time off will be 40 hours.
 - 10.1.3.1. Unless otherwise agreed, all banked time in excess of 40 hours is to be cashed out at the ordinary rate of pay and paid to the employee by Boral.
 - 10.1.3.2. Banked time will be taken at a time mutually agreed between the employee and Boral.
 - 10.1.3.3. A request by an employee to use banked time shall not be unreasonably withheld by the Company after due consideration of the needs of the business to function to the level of safety, quality and customer satisfaction required.
 - 10.1.3.4. A request by the Company for an employee to use banked time shall not be unreasonably refused by the employee.
 - 10.1.3.5. For the purposes of this clause, a minimum of 1 weeks' notice by either the employee or the Company to use the banked time shall be provided unless mutually agreed between the Company and the employee.
 - 10.1.3.6. At the request of the employee and with the approval of Boral, banked time may be cashed out and paid to the employee.
- 10.1.4. Night Work
 - 10.1.4.1. For the purposes of this clause, night work means work where the majority of continuous ordinary hours fall between 4.00pm and 6.00 am Monday to Saturday.
 - 10.1.4.2. Employees carrying out night work will be paid their ordinary rate of pay plus a 45% loading for ordinary hours worked during each night shift.

- 10.1.4.3. Boral may cancel night work and reprogram work for the following day with 4 hours' notice or reprogram work for the following night with 1 hours' notice. In these circumstances, employees shall be paid 8 hours at the employee's normal ordinary time rate for the shift that was cancelled.
- 10.1.4.4. Where night work includes Saturday, Sunday or public holidays, an employee will be paid the rate applicable to the day on which the major portion of ordinary hours fall.
- 10.1.4.5. The Company may require night work to commence on a Sunday night. In this circumstance, ordinary hours of work will apply to the five (5) shifts Sunday night to Thursday night (or day, for permanent employees, if there has been a shift change). Overtime rates will apply to any work carried out on a Friday or Saturday night (or day, for permanent employees, if there has been a shift change) within the same pay week. To avoid any doubt, in this circumstance only, work carried out on a Friday day or night (sixth shift) will be paid at the Saturday rate of pay and work carried out on a Saturday day or night (seventh shift) will be paid at the Sunday rate.
- 10.1.4.6. Due to circumstances outside the Company's control (including but not limited to weather conditions, breakdowns and programming changes) the programmed night work week may be changed from Sunday to Thursday night to Monday to Friday night or day work with 6 hours' notice prior to the nominated Sunday night start time.

10.1.5. Public Holidays

- 10.1.5.1. An employee shall be paid double time and a half for all ordinary hours worked on gazetted public holidays or when working on a day that has been substituted for a public holiday.
- 10.1.5.2. The minimum payment for working a public holiday or a day that has been substituted for a public holiday is 4 hours including when an employee attends work as instructed but is not required to perform work.
- 10.1.5.3. Where an employee works on a gazetted public holiday that has been substituted for another day by agreement, the employee will be paid at the ordinary rate of pay.

10.2. Meal and Rest Breaks

- 10.2.1. An unpaid meal break of 30 minutes a day will be taken at a time nominated by Boral to suit the continuity of the works. This break shall be taken between the 4th and 6th hour of the work shift, or at a mutually agreed time, to suit the operational requirements of the shift.
- 10.2.2. Alternatively, an employee working night work will be entitled to a paid meal break of 30 minutes per night shift.
- 10.2.3. All employees shall be entitled to two (2) paid rest breaks of 7.5 minutes duration during the 1st and 2nd half of the day or shift, to be taken at such times as will not interfere with the continuity of work or if directed by Boral, one (1) paid break of 15 minutes per day.

10.2.4. In exceptional circumstances, where the meal break of 30 minutes has not been taken during a shift, an employee shall be entitled to be paid an additional 30 minutes at double time.

10.3. Overtime

10.3.1. In addition to ordinary hours, employees shall work all reasonable overtime, including weekends and night shifts as requested by Boral.

10.3.2. All work done outside the spread of hours or in excess of 8 hours on any day or shift, shall be paid as follows:

10.3.2.1. Monday to Saturday – time and a half for the first two hours and double time thereafter;

10.3.2.2. Saturday night work – double time for a minimum payment of 4 hours;

10.3.2.3. Sunday – double time for a minimum payment of 4 hours.

10.3.3. An employee recalled to work overtime after leaving Boral's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of 4 hours at overtime rates for each time the employee is so recalled.

10.4. Rest Period Between Shifts

10.4.1. Where an employee works overtime at the end of a shift, they shall, where reasonably practicable, not start work on their next shift until they have had 10 consecutive hours off duty without loss of pay for ordinary hours not worked during such absence.

10.4.2. Where the Company specifically instructs an employee to resume work without having had 10 consecutive hours off duty, the employee shall be paid double time until released from duty.

10.5. On Call Allowance

10.5.1. An employee who is nominated by their Boral leader as the on call tradesperson will be entitled to an on call allowance of \$30 per 24 hour period. This allowance compensates the employee for being ready and able to work outside of business hours.

10.5.2. Where the employee does attend work, normal overtime payments will apply in addition to the on call allowance.

10.5.3. Unless otherwise agreed, Boral will provide an employee with 24 hours' notice of the requirement to be on call or the cancellation of a previously notified requirement to be on call. Where 24 hours' notice of cancellation is not provided, the on call allowance will still be paid.

10.5.4. Where an employee does attend work, the employee must have a minimum of 8 consecutive hours off duty between the completion of the on call work and the commencement of the next shift.

10.5.5. The commencement of payment for ordinary hours after a call out shift will start from 8am.

11. Wages

11.1. Ordinary rates of pay are contained in Appendix B to this Agreement.

11.2. The wages rates show in Appendix B to this Agreement incorporate the following increases:

11.2.1. A wage increase of 3.5%, effective from the first full pay period on or after 5 September 2023;

- 11.2.2. A wage increase of 3.5%, effective from the first full pay period on or after 5 September 2024;
- 11.2.3. A wage increase of 3.0%, effective from the first full pay period on or after 5 September 2025.
- 11.3. The backdated pay increase will only apply to an employee who is currently employed at the time this Agreement becomes operative, that is, 7 days after the Agreement is approved by the FWC.
- 11.4. The ordinary rate of pay for an employee in Appendix B shall be determined by Boral from the pay classification structure in Appendix A.
- 11.5. The ordinary rates of pay in Appendix B compensate employees for all Award allowances including but not limited to meal allowances, industry allowance, inclement weather allowance, crib allowance, confined space allowance and the first aid allowance. As such, no employee will receive any additional payments for allowances other than those set out specifically in this Agreement in the Payments (Other than Wages) clause of this Agreement.

12. Payments (Other than Wages)

- 12.1. Distance Work
 - 12.1.1. Where an employee is required by Boral to work at a distance from the employee's designated depot such that the employee is unable to return home the same day without achieving a rest break of 10 consecutive hours prior to commencement of the employee's next shift, and subject to prior agreement with their Boral leader, the following will apply:
 - 12.1.1.1. Boral will provide and pay for all accommodation. As a default, single room accommodation will be provided. Where Boral determines this is not viable geographically and or financially, share accommodation will be provided and advance notification given to the employees.
 - 12.1.1.2. Boral will provide an incidental allowance of \$30 per day for each day where accommodation has been supplied. This allowance is for incidental expenses associated with working away from the employee's normal place of residence and compensates employees for all incidental expenses.
 - 12.1.1.3. Boral will provide a living away allowance of \$35 per day for the first and last day away and \$70 per day for all other days to cover all meals and drinks.
 - 12.1.1.4. The living away allowance and incidental expenses allowance will be paid at the same time as the normal pay period and will be paid for days within the pay period.
 - 12.1.2. All employees covered by this Agreement acknowledge that for payment of the above allowances they are responsible for organising, ordering and preparing and paying for all required daily meals, drinks and incidental expenses and this is to be done outside the employees' paid hours. It is further acknowledged that lunch is to be organised, prepared and taken to the job site. Boral will not be obliged to supply transport for the purposes of collecting lunches or for the storage of employees' lunches. Employees also acknowledge that they commit to use the living away allowance for its

intended purpose and agree to feed themselves to a similar standard as when at home and to present for work at all times fit for work.

- 12.1.3 Boral maintains the discretion in exceptional circumstances, where employees are working in offshore or in remote locations, or by agreement with employees in a particular area or where employees are not using the living away allowance for its intended purpose, to provide accommodation and meals for an employee. In these circumstances the living away allowance will not be paid, however the incidental allowance will be paid.
- 12.1.4 Any potential travel that increases the combined work and travel time to greater than 14 hours in any 24 hour period requires approval from the employee's Boral leader.
- 12.2. Higher Duties Allowance
 - 12.2.1. Where there is prior agreement between the employee and their Boral leader, an employee who is required to do work on a particular day which does not form part of the employee's assessed skills and this puts such employee into a higher classification or on a particular day an employee carries out duties that are considered by Boral to be higher in nature to their usual duties will be entitled to a Higher Duties Allowance of \$15.00.
- 12.3. Work related travel
 - 12.3.1. Employees using their own vehicle for work purposes (as approved by Boral) will be paid \$0.85 per kilometre travelled.
- 12.4. Tool Allowance
 - 12.4.1. Where Boral requires an employee to provide and use any tools specific to their role, the Company will pay a tool allowance for the use of such equipment. An allowance of \$22.50 per week will be paid to eligible employees. The provisions of this clause will not apply where the employer supplies such items without cost to the employee.
 - 12.4.2. This is a flat weekly allowance and does not attract any loadings or penalties.
- 12.5. Superannuation
 - 12.5.1. The Company will contribute 11% or such higher amounts 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.
 - 12.5.2. Where an employee does not nominate their preferred superannuation fund, then the employee's superannuation entitlement will be deposited into the employee's 'stapled superannuation fund' unless the ATO informs Boral that the employee does not have a 'stapled superannuation fund', in which case the employee's superannuation entitlement will be paid into 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 or such other MySuper default fund as nominated by Boral from time to time.
 - 12.5.3. 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.

- 12.5.4. Where an employee enters into a superannuation salary sacrifice arrangement with Boral, the Company will continue to base its superannuation contributions and all penalties in this Agreement on the employee's pre salary sacrifice pay rates.

13. Pay and Time Management

- 13.1. The pay week is Monday to Sunday.
- 13.2. Wages are paid in arrears and will be deposited into the Employee's nominated bank account by Thursday each week.
- 13.3. Boral uses a time and attendance system to manage work times. It is a requirement for all employees covered by this Agreement to comply with the use of this system.
- 13.4. A failure to use the time management system may lead to a delay in processing an employee's pay.
- 13.5. A repeated failure to use the time management system may lead to disciplinary action.

14. Annual leave

- 14.1. Annual leave is provided for in the NES and in this clause.
- 14.2. Annual leave is to be taken at a mutually agreeable time except in the case of Boral directing an employee to take annual leave by the provision of 28 days' notice provided that the direction to take annual leave is reasonable in all of the circumstances.
- 14.3. Additional Annual Leave for shift workers
 - 14.3.1. 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, 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.
- 14.4. Leave in Advance
 - 14.4.1. By agreement between Boral and an employee, a period of annual leave may be taken in advance of the entitlement accruing. Provided that, if leave is taken in advance and the employment terminates before the entitlement has accrued, Boral may (to the extent permitted by law,) make a corresponding deduction from any monies owing to the employee on termination.
- 14.5. Shutdown
 - 14.5.1. An employee must take a period of paid annual leave or unpaid leave during a particular period if the employee is directed to do so because, during that period, Boral shuts down the business, or any part of the business in which the employee works.
 - 14.5.2. If an employee has not accrued sufficient leave to cover part or all of the shut down and Boral has not been able to find suitable alternative duties for the employee to perform during a part (or whole) of the shutdown period, then the employee shall be allowed paid leave for the period for which they have accrued leave and be given unpaid leave for the remainder of the shutdown.

- 14.5.3. Boral will give the affected employees 28 days' notice of a temporary shutdown period, or any shorter period agreed between Boral and the majority of relevant employees.
- 14.6. Payment and Loading
 - 14.6.1. Before the start of an employee's annual leave, Boral will pay the employee:
 - 14.6.1.1. Instead of the base rate of pay referred to in section 90 (1) of the Act, the amount the employee would have earned for working their ordinary hours had they not been on leave; and
 - 14.6.1.2. An additional loading of 17.5% of the wages prescribed by this Agreement for the ordinary hours of work as performed between Monday and Friday or if they were a shift worker prior to entering leave, their shift penalty, whichever is greater.
- 14.7. Cash Out
 - 14.7.1. An employee may elect to cash out part of their accrued annual leave entitlement and forego a future entitlement to take such leave provided:
 - 14.7.1.1. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employee and the Company;
 - 14.7.1.2. After each cashing out, the employee retains an entitlement of at least four weeks paid annual leave; and
 - 14.7.1.3. The employee is paid the same they would have received had they taken the leave during employment.

15. Personal/Carer's Leave and Compassionate Leave

- 15.1. Personal/carers leave and compassionate leave are provided for in the NES and in this clause.
- 15.2. In addition to the conditions in the NES, the following will apply:
 - 15.2.1. 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:
 - 15.2.1.1. of a personal illness or injury of the employee; or
 - 15.2.1.2. the employee is required to provide care of 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 personal illness or an unexpected emergency.
 - 15.2.2. An employee shall not be entitled to a paid leave of absence for any period in respect of which he/she is entitled to workers compensation.
 - 15.2.3. Where an absence is expected to continue beyond one (1) month, the employee must contact their Boral leader 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.
 - 15.2.4. To be entitled to compassionate leave, an employee must give Boral notice as soon as reasonably practicable that the employee is (or will be) absent from work during the period. Generally this should occur before the

commencement of the employee's scheduled starting time. Compassionate leave is provided for each occasion where:

- 15.2.4.1. a member of an employee's immediate family or household contracts or develops a life-threatening illness or injury or dies; or
 - 15.2.4.2. 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
 - 15.2.4.3. the employee or the employee's spouse or de facto partner has a miscarriage.
- 15.2.5. Employees shall act in good faith and shall cooperate with Boral in the management of sick leave and absenteeism.

16. Requirements for Medical Certificates on Certain Leave

- 16.1. To be entitled to payment for personal/carer's leave, an employee must, at the request of their Boral leader, provide Boral with a document (the required document) of whichever the following types applies:
 - 16.1.1. If it is reasonably practicable to do so, a medical certificate from a registered health practitioner;
 - 16.1.2. If it is not reasonably practicable for the employee to provide Boral with a medical certificate, a statutory declaration made by the employee.
- 16.2. In cases where the employee takes personal/carer's leave on the day before or after the weekend, public holidays, leave or accrued 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.
- 16.3. The required document must be given to Boral as soon as reasonably practicable.
- 16.4. The required document must include a statement to the effect that:
 - 16.4.1. 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 personal illness or injury or that in the opinion of the registered medical health practitioner, the employee's family/household member had, has or will have a personal illness or injury during the period; or
 - 16.4.2. If the required document is a statutory declaration – the employee was, is or will be unfit for work during the period because of personal illness or injury, or that the employee is or was required to provide care or support during the period because of personal illness, or injury, of a member of the employee's immediate family or household, or an unexpected emergency affecting the member.
- 16.5. Periods of compassionate leave must be supported by a medical certificate from a qualified medical practitioner or such other documentary evidence deemed acceptable by Boral.

17. Community Service Leave

- 17.1. Community service leave is provided for in the NES and this clause.
- 17.2. An employee who participates in a voluntary emergency management activity (as defined by the Act) is entitled to be absent from work during the period the employee

is engaged in a voluntary emergency management activity (including reasonable travel and rest time associated with the voluntary emergency management activity).

- 17.3. The employee is not entitled to be absent from work unless, as soon as reasonably practicable, the employee gives their Boral leader notice of the absence and the expected duration of the absence and on request, reasonable evidence that the employee was engaging in a voluntary emergency management activity.
- 17.4. An employee who is absent from work on approved Community Service Leave to participate in a voluntary emergency management activity is entitled to be paid for the ordinary hours that the employee would have worked during the period.

18. Public Holidays

- 18.1. Public holidays are provided for in the NES and this clause.
- 18.2. By agreement between Boral and the majority of employees, a public holiday may be substituted for another day.

19. Long Service Leave

- 19.1. Long service leave is provided for in the *Industrial Relations Act 1999 (Qld)* and this clause.
- 19.2. Boral and the employee may agree when an employee is to take long service leave.
- 19.3. In the absence of an agreement, Boral may require an employee to take long service leave by providing the employee with at least 3 months written notice of the date on which the employee must take some or all accrued long service leave.

20. Family and Domestic Violence Leave

- 20.1. Family and domestic violence leave is provided for in the NES and in this clause.
- 20.2. This clause applies to all employees, including casuals.
- 20.3. An employee is entitled to 10 days of paid leave to deal with family and domestic violence as follows:
 - 20.3.1. The leave is available in full at the start of each 12 month period of the employee's employment; and
 - 20.3.2. The leave does not accumulate from year to year.
- 20.4. An employee must give their Boral leader notice as soon as practicable of the need to take the leave including the period or expected period of the leave.
- 20.5. An employee who is taking a period of family and domestic violence leave must provide evidence, if requested, to the satisfaction of the Company of the need for the leave. This may include a document issued by the police, a family violence support service or a statutory declaration.

21. Training and Performance

- 21.1. Employees agree to actively participate in all accredited training and certification, as determined and paid for by Boral to ensure that they have the required skills and competencies required for the job.
- 21.2. Employees also agree to participate in any performance review and skills assessment process as determined by Boral.
- 21.3. Where an employee refuses to undertake any nominated training, a performance review or skills assessment process, the employee may be subjected to disciplinary action up to and including the termination of their employment.

22. Plant Operators Tickets and Truck Licenses

- 22.1. Boral will pay for accredited training and assessment for suitable and appropriate plant operator tickets that are required to carry out the duties defined for the position that the employee holds.
- 22.2. Payment for training and initial assessment to obtain truck licenses will be considered on an individual basis and will be at the discretion of Boral.
- 22.3. Accredited training and assessment for tickets and licenses will be carried out in the employee's time, unless otherwise agreed by Boral.
- 22.4. If Boral pays for accredited training and assessment for plant operator tickets and/or training and initial assessment for a truck licence and the employee's employment with the Company comes to an end prior to the completion of 12 months of employment (except for the case of a redundancy), the employee shall, subject to the law, pay a percentage of the costs incurred by the Company, based on the scale below:
 - Termination less than 6 months from truck licence and /or plant operator ticket issue – 100% of the cost incurred by the Company; or
 - Termination more than 6 months but less than 12 months from truck licence and /or plant operator ticket issue – 50% of the cost incurred by the Company.

23. Plant Cards / Equipment and Vehicles

- 23.1. Employees are required to:
 - Correctly complete Daily Plant Cards where required each day;
 - Keep all plant, equipment and vehicles in a clean and tidy condition; and
 - Report all plant, equipment and vehicle faults immediately and note them on the Daily Plant Card where appropriate.

24. Uniforms

- 24.1. Boral will provide the following to permanent employees:
 - 6 sets of uniforms (long sleeved shirts and trousers or long sleeved shirts and overalls); and
 - 1 night safety jacket.
- 24.2. Boral will provide the following to casual employees:
 - 3 sets of uniforms (long sleeved shirts and trousers)
- 24.3. The maintenance of these items will be the responsibility of the employee.
- 24.4. Boral, at each depot, will arrange the laundry of provided uniforms.
- 24.5. Replacement of any of these items will be on a fair wear and tear basis and the item to be replaced must be presented to Boral prior to ordering a replacement.
- 24.6. Employees must wear the supplied uniform during all shifts and present for work in a clean and tidy condition.

25. Personal Protective Equipment (PPE)

- 25.1. PPE will be issued to an employee as required and shall be used at all times deemed necessary by the Company.
- 25.2. Where an employee is required to wear PPE, Boral will reimburse the employee for the cost of purchasing such PPE if agreed by Boral prior to the purchase.
- 25.3. The provisions of this clause do not apply where the PPE is supplied by Boral.

- 25.4. Where an employee requests non-standard, but approved safety boots and the value exceeds \$150, the employee is responsible for the cost differential.
- 25.5. Where Boral requires an employee to wear any special clothing such as uniforms, Boral will reimburse the employee for the cost of purchasing 3 sets of uniforms, if agreed by Boral prior to purchase. This clause will not apply if uniforms have been supplied by Boral.
- 25.6. Where PPE has been supplied without cost to an employee, it will remain the property of the Company and where requested, shall be returned in good condition (subject to fair wear and tear) upon leaving the employment of the Company.
- 25.7. Where Boral requires an employee to provide and use any tools, Boral will reimburse the employee for the cost of purchasing such equipment, if agreed by the Company prior to the purchase. The provisions of this clause will not apply where the Company supplies such items without cost to the employee.

26. First Aid

- 26.1. An employee may be required to obtain an accredited first aid certificate.
- 26.2. Where an employee is required to hold an accredited first aid certificate, the attainment of this certificate will be arranged and paid for by the Company.
- 26.3. An employee who holds a current and accredited first aid certificate is to act as first aid officer when and as required by the Company.
- 26.4. The ordinary hourly rate of an employee who acts as a first aid officer includes compensation for this responsibility and no additional payments will be made.

27. Ability to Perform Duties

- 27.1. All employees are to ensure that they present themselves fit for work to enable them to carry out their duties safely.
- 27.2. Employee assistance will be provided where considered appropriate by Boral.

28. Dispute Resolution

- 28.1. Where a dispute relates to a matter arising under the Agreement or the NES, this clause sets out the procedure to settle the dispute.
- 28.2. An employee who is a party to the dispute may, at any stage, appoint a representative of their choice for the purposes of the procedures in this term.
- 28.3. In the first instance, the parties to the dispute must try and resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisors and/or management.
- 28.4. If discussions at workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission. The Fair Work Commission may deal with the dispute in 2 stages:
 - 28.4.1. 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
 - 28.4.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then arbitrate the dispute within its jurisdiction to arbitrate under the Act and make a determination that is binding on the parties.

- 28.5. While the parties are trying to resolve the dispute using the procedures in this clause:
- 28.5.1. An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their safety.
- 28.5.2. 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:
- 28.5.2.1. The work is not safe
- 28.5.2.2. Applicable occupational health and safety legislation would not permit the work to be performed;
- 28.5.2.3. The work is not appropriate for the employee to perform; or
- 28.5.2.4. There are other reasonable grounds for the employee to refuse to comply with the direction.
- 28.6. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission within its jurisdiction in accordance with this term.

29. Notice of Termination

29.1. Notice of termination by Boral

- 29.1.1. In order to terminate the employment of an employee, Boral must give to the employee the period of notice specified in the table below or payment in lieu of the notice period.

Period of Continuous Service	Period of Notice
Not more than 1 year	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

- 29.1.2. In addition to the notice in the table above, an employee over 45 years of age at the time of giving the notice with at least 2 years of continuous service is entitled to an additional week of notice or payment in lieu thereof.
- 29.1.3. The payment in lieu of notice is to be calculated on the basis of the employee's full rate of pay for the period for which the payment in lieu of notice is provided.
- 29.1.4. The period of notice in this clause does not apply:
- 29.1.4.1. In the case of dismissal for serious misconduct;
- 29.1.4.2. To an employee engaged for a fixed term/task;
- 29.1.4.3. To an employee engaged under a traineeship agreement or a traineeship for a specified period;
- 29.1.4.4. To a casual employee.
- 29.2. Notice of termination by employee
- 29.2.1. The notice of termination required to be given by an employee is the same as that required of the Company except that there is no requirement for the employee to give additional notice based on their age.
- 29.2.2. Where an employee fails to give the required notice, the Company has the right, to the extent permitted by law, to withhold monies due to the employee to 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.

29.3. Job Search Entitlement

29.3.1. Where the Company has given notice of termination to an employee, an employee shall be allowed up to 1 day off without loss of pay for the purpose of seeking other employment.

29.3.2. The time off shall be taken at a time that is mutually convenient to the employee and to the Company.

30. Redundancy

30.1. Redundancy provisions are provided for in the NES and this clause.

30.2. In addition to the period of notice in the Notice of Termination clause of this Agreement, where an employee’s employment is terminated due to redundancy, the employee will be entitled to the following redundancy payments, inclusive of payments applicable under the Act.

Employee's period of service with the Company upon termination	Redundancy pay
At least 1 year but less than 2	4 weeks
At least 2 years but less than 3	6 weeks
At least 3 years but less than 4	7 weeks
At least 4 years but less than 5	8 weeks
More than 5 years	2 weeks per year of service with a maximum of 52 weeks

30.3. Redundancy pay shall be calculated in accordance with the Act.

30.4. The provisions of this clause have no application to any employee who is not entitled to redundancy pay under the Act.

30.5. Employee Leaving During Notice Period

30.5.1. An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice.

30.5.2. The employee is entitled to receive the benefits of payments that they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment in lieu of notice.

30.6. Job Search Entitlement

30.6.1. An employee given notice of termination due to redundancy must be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

30.6.2. 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 will be sufficient.

31. Requests for Flexible Working Arrangements

31.1. Request to change working arrangements

An eligible employee may make a request for a change to their working arrangements under section 65 of the Act. The request must be in writing and set out the change sought and why.

31.2. Eligible Employees

An eligible employee:

- Is the parent of, or has responsibility for the care of, a child who is of school age or younger;
- Is a carer (within the meaning of the *Carer Recognition Act 2020*);
- Has a disability;
- Is 55 or older;
- Is pregnant;
- Is experiencing violence;
- Provides care or support to a member of the employee's immediate family or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

In addition to meeting one of the above criteria, an employee must have completed at least 12 months of continuous service with the Company or if they are a casual employee, must have a reasonable expectation of continuing employment on a regular and systematic basis.

31.3. To avoid doubt, and without limiting 31.2, an Employee who:

- is a parent, or has responsibility for the care, of a child; and
- is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part time to assist the Employee to care for the child.

31.4. Responding to the request

31.4.1. Before responding to a request made under section 65 of the Act, the Company must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- The needs of the employee arising from their circumstances;
- The consequences for the employee if changes in working arrangements are not made; and
- Any reasonable business grounds for refusing the request.

31.4.2. The Company must give the employee a written response to an employee's section 65 request within 21 days, stating whether the Company grants or refuses the request.

31.4.3. If the Company refuses the request, the written response must include details of the reasons for the refusal.

31.5. Content of written response if refusal

31.5.1. If the Company refuses the request and has not reached an agreement with the employee, the written response must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

31.5.2. If the Company and the employee could not agree on a change in working arrangements, the written response must:

- 31.5.2.1. State whether or not there are any changes in working arrangements that the Company can offer the employee so as to better accommodate the employee's circumstances;
- 31.5.2.2. If the Company can offer the employee such changes in working arrangements, set out those changes in working arrangements; and
- 31.5.2.3. information about getting help from the Fair Work Commission for disputes about flexible working arrangements.
- 31.5.3. If the Company and the employee reached an agreement on a change in working arrangements that differs from that initially requested by the employee, the Company must provide the employee with a written response to their request setting out the agreed change (s) in working arrangements.
- 31.6. Dispute resolution
 - 31.6.1. Disputes about whether the Company has discussed the request with the employee and responded to the request in the way required by this clause may be dealt with in accordance with the Dispute Resolution clause of this Agreement.

32. Individual Flexibility Arrangements

- 32.1. Boral and an employee may agree to make an individual flexibility arrangement (IFA) to vary the effect of a term or terms of the Agreement if the IFA deals with one of more of the following matters:
 - Arrangements about when work is performed;
 - Overtime rates;
 - Penalty rates;
 - Allowances;
 - Annual Leave Loading;
- 32.2. The IFA must meet the genuine needs of the Company and the employee in relation to 1 or more matters listed above and the arrangement must be genuinely agreed to by the Company and the employee.
- 32.3. Boral must ensure that the terms of the individual flexibility arrangement:
 - 32.3.1. Are about permitted matters under section 172 of the Act; and
 - 32.3.2. Are not unlawful terms under section 194 of the Act; and
 - 32.3.3. Result in the employee being better off overall than the employee would be if no arrangement was made.
- 32.4. Boral will ensure that the IFA:
 - 32.4.1. Is in writing; and
 - 32.4.2. Includes the name of Boral and the employee; and
 - 32.4.3. 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
 - 32.4.4. Includes details of:
 - 32.4.4.1. The terms of the Agreement that will be varied by the arrangement; and
 - 32.4.4.2. How the arrangement will vary the effect of the terms; and
 - 32.4.4.3. 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
 - 32.4.4.4. States the day on which the arrangement commences.

- 32.5. Boral must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 32.6. Boral or the employee may terminate the IFA:
 - 32.6.1. By giving no more than 28 days written notice to the other party to the arrangement; or
 - 32.6.2. If Boral and the employee agree in writing at any time.

33. Signatures

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

Representative of Boral Resources (Qld) Pty Limited trading as Boral Asphalt Queensland	
Signature:	
Full Name:	
Address:	
Authority to Sign (Position)	
Date:	/ /

Representative of Employees	
1. Signature:	
Full Name:	
Address:	
Authority to Sign:	Employee covered by Agreement
Date:	/ /
2. Signature:	
Full Name:	
Address:	
Authority to Sign:	Employee covered by Agreement
Date:	/ /

APPENDIX A: Classification Structure

<p>Engineering - Level 1</p>	<ul style="list-style-type: none"> • Boral Induction; • Trade qualification in one or more of the following disciplines: <ul style="list-style-type: none"> ○ Fitter & Turner ○ Diesel fitter ○ Motor Mechanic ○ Boilermaker ○ Auto-electrician ○ Electrician • Understanding and use of BAQ maintenance recording systems; • Use of LOTO Procedures; • Use of Take-5 System; and • Use of Work Permit Systems
<p>Engineering - Level 2</p>	<ul style="list-style-type: none"> • Completion of Engineering Level 1; • First Aid Certificate; • Forklift Licence; • Confined Space; • Safe Working at Heights; • AAPA Working Safely with Bitumen Course; • Isolation training; and • 1 of the following: <ul style="list-style-type: none"> ○ HR Licence; ○ EWP >11m licence; ○ Boral Production System (BPS). • Understanding and demonstration of the following Soft Skills: <ul style="list-style-type: none"> ○ Demonstrated commitment to safety and safety leadership; ○ Effective communicator; ○ Reliable, resourceful and adaptable; ○ Independent thinker/shows initiative; ○ Team player. <p><u><i>An employee will be provided 6 months to obtain the required hard skills</i></u></p>

**Engineering
- Level 3**

- Completion of Engineering Level 2;
- Minimum 24 months relevant industry experience as assessed by Boral Maintenance Management; ;
- Preparation of Risk Assessments/SWMS for specific activities;
- Preparation of maintenance procedures / work instructions;
- Planning of maintenance tasks;
- Dogman's or Rigging training;
- Boral Production System (BPS);
- Agreed upon and appropriate to the business, Advanced or Additional Training in 1 of the following:
 - Hydraulics;
 - Pneumatics
 - Welding;
 - Auto Electrical;
 - OEM training on relevant equipment (operation and maintenance);
 - Fixed Plant Asphalt.
- 2 of the following:
 - HR Licence;
 - EWP >11m licence;
 - Dangerous Goods licence;
 - Cert IV in OHS;
 - OHS Officer
 - Loader ticket.
- Understanding and demonstration of the following soft skills:
 - Demonstrated commitment to safety and safety leadership;
 - Effective communicator;
 - Reliable, resourceful and adaptable.

An employee will be provided 6 months to obtain the required hard skills

<p>Advanced Tradesperson</p> <ul style="list-style-type: none"> • Level 4 	<p>Part A</p> <ul style="list-style-type: none"> • Completion of Engineering Level 3; • Minimum 48 months relevant industry experience as assessed by Boral Maintenance Management; • Demonstrated ability to plan & schedule major maintenance activities using project management techniques; and <p>Part B</p> <ul style="list-style-type: none"> • 4 of the following hard skills: <ul style="list-style-type: none"> ○ 24 months Demonstrated Competency in Boral field service; ○ OEM training on relevant equipment (operation & maintenance); ○ Fixed plant VOC; ○ Advanced or Additional Training in 1 of the following: <ul style="list-style-type: none"> ▪ Hydraulics ▪ Pneumatics ▪ Welding ▪ Auto Electrical ○ Lean Awareness training; ○ Computer Skills e.g. xl/ word and or electronic maintenance system ○ Dogman's or Rigging ticket; and <p>Part C</p> <ul style="list-style-type: none"> • Ability to demonstrate behaviour is at a satisfactory and consistent standard. Soft skills and behaviours will be assessed by Maintenance Manager including but not limited to the following: <ul style="list-style-type: none"> ○ Demonstrated commitment to safety and safety leadership; ○ Effective Communication; ○ Reliable, Resourceful and Adaptable; ○ Independent thinker/shows initiative; ○ Team Player; ○ Ability to perform under pressure. <p>OR by appointment</p> <p><u>An employee must have fully completed Part A and have demonstrated behaviours as listed above (Part C) to the satisfaction of Boral.</u></p> <p><u>An employee will be provided 6 months to obtain the required hard skills (Part B) to be competent at Level 4.</u></p>
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Leading Hand - Level 4A	<u>Appointment Only</u> <ul style="list-style-type: none"> • Minimum of 12 months at Advanced Tradesperson Level 4; • Ability to demonstrate behaviour is at a satisfactory and consistent standard. The behaviours will be assessed by Maintenance Management. Soft skills assessed include: <ul style="list-style-type: none"> ○ Safety leadership; ○ General leadership; ○ Operational and trade proficiency.
Foreperson - Level 5	<u>Appointment Only</u> <ul style="list-style-type: none"> • Management of major R&M activities including: <ul style="list-style-type: none"> ○ Permit systems; ○ Risk assessment; ○ Subcontractor management; ○ Management of R&M budgets; ○ Proficient use of the Maintenance Management System; ○ Completion of a supervisory skills course or equivalent.

Note: A ticket relied upon to advance to the next level cannot be used again for the subsequent levels.

APPENDIX A B- Wage Rates

	5 September 2023* 3.5% increase	5 September 2024 3.5% increase	5 September 2025 3.0% increase
Level 1	\$38.86	\$40.22	\$41.43
Level 2	\$40.35	\$41.77	\$43.02
Level 3	\$41.15	\$42.59	\$43.87
Level 4	\$42.52	\$44.01	\$45.33
Level 4 A	\$44.65	\$46.21	\$47.60
Level 5	\$45.79	\$47.39	\$48.81

The backdated pay increase will only apply to an employee who is currently employed at the time this Agreement becomes operative, that is, 7 days after the Agreement is approved by the FWC.

Apprentices:

Completed year 10	5 September 2023* 3.5%increase	5 September 2024 3.5% increase	5 September 2025 3.0% increase
Stage 1	\$16.32	\$16.89	\$17.40
Stage 2	\$21.37	\$22.12	\$22.78
Stage 3	\$29.14	\$30.15	\$31.06
Stage 4	\$34.21	\$35.40	\$36.47
Completed year 11			
Stage 1	\$18.65	\$19.30	\$19.88
Stage 2	\$21.37	\$22.12	\$22.78
Stage 3	\$29.14	\$30.15	\$31.06
Stage 4	\$34.21	\$35.40	\$36.47
Completed year 12			
Stage 1	\$19.82	\$20.51	\$21.13
Stage 2	\$22.94	\$23.74	\$24.45
Stage 3	\$29.14	\$30.15	\$31.06
Stage 4	\$35.37	\$36.60	\$37.70
Adult Apprentice			
Stage 1	\$30.70	\$31.77	\$32.73
Stage 2	\$33.04	\$34.19	\$35.22
Stage 3	\$34.21	\$35.40	\$36.47
Stage 4	\$35.37	\$36.60	\$37.70

The backdated pay increase will only apply to an employee who is currently employed at the time this Agreement becomes operative, that is, 7 days after the Agreement is approved by the FWC.