

Downer Hume/ACT and CFMEU Agreement 2024

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1 APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Downer Hume ACT / CFMEU Agreement 2024.

1.2 Parties Bound

This Agreement covers:

- Downer EDI Works Pty Ltd (“**Company**” or “**Downer**”); and
- The employees of the Company that are employed within the state of Queanbeyan area of New South Wales, the ACT and other such locations throughout Australia that those employees may be temporarily assigned to who are covered by the classification structure contained in this Agreement.
- On Application and if so noted by the Fair Work Commission, the Agreement will also cover the Construction, Forestry, Maritime, Mining and Energy Union (“**Union**”).

1.3 Duration of the Agreement

This Agreement shall operate from the seventh day after the Fair Work Commission approves the Agreement and has a nominal expiry date of four years from approval by the Fair Work Commission.

This Agreement shall remain in operation beyond its nominal expiry date until it is replaced or terminated according to the *Fair Work Act 2009* (Cth) (“**FW Act**”) as amended or replaced from time to time.

The Company agrees that all reasonable efforts shall be made to commence negotiations for a replacement enterprise agreement 4 months prior to the nominal expiry date of this agreement.

1.4 Relationship to Award Terms

- 1.4.1 For the purposes of this clause, the terms ‘award’ or ‘awards’ include any applicable modern award including the Asphalt Industry Award 2020 (“Award”).
- 1.4.2 The terms of the Award, as amended from time to time, are expressly incorporated into this agreement.
- 1.4.3 In the event of any inconsistency between the terms and conditions of this Agreement and the Award the terms and conditions of this Agreement will prevail to the extent that such inconsistency provides a benefit to the Employee.
- 1.4.4 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2 OBLIGATIONS

2.1 Dispute Settlement Procedure

- 2.1.1 In the event of a dispute in relation to a matter arising under, this agreement, or in relation to the National Employment Standards (including subsections 65(5) or 74(4) of the Act), in the first instance the Company and affected employee(s) and/or an employee representative) will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 2.1.2 At any time during a dispute under this clause, the Company and employee(s) involved in the dispute may, at their sole discretion, appoint another person, organisation - Union or association to accompany or represent them in relation to the dispute.
- 2.1.3 A party may refer the dispute to the Fair Work Commission (FWC) to settle the dispute where:
- The dispute cannot be resolved at the workplace level; or
 - The dispute is not being progressed in a timely manner; or
 - There are aspects of the nature of the dispute which require the dispute to be dealt with urgently; or
 - The Company and the other party in dispute otherwise agree to refer the dispute.
- 2.1.4 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 2.1.5 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally, without resorting to any form of industrial action, unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- 2.1.6 The decision of FWC will bind the Company and affected employee(s), subject to either party exercising a right of appeal against the decision to a Full Bench or superior Court.
- 2.1.7 The outcome of the dispute resolution process under this clause must not be inconsistent with:
- the parties' statutory obligations.

2.2 Dispute resolution procedure training leave

- 2.2.1 For the purpose of this clause, an eligible employee representative is an employee who is a shop steward, a delegate, or an employee representative duly elected or appointed by the employees in an enterprise or workplace or part of an enterprise or workplace for the purpose of representing those employees in the dispute resolution procedure.
- 2.2.2 An eligible employee representative will be entitled to up to five days' paid leave per year to undertake training that will assist them in their settlement of disputes role. The time of taking such leave will be agreed between them and their employer so as to minimise any adverse effect on the employer's operations.

2.3 Consultation on Significant Change

- (1) This term applies if the employer:
 - (a) is seriously considering, and prior to the taking of any 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

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative, which may be a Union representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable, the employer must notify the Employees and any appointed representative and; the employer must notify the Employees and their Union, where the Union is the employee's chosen representative, or other representative/s and:
 - (a) Consult with the relevant employees about:
 - (i) The introduction of the change; and
 - (ii) The effect the change is likely to have on the employees; and
 - (iii) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) For the purposes of the consultation – provide, in writing, to the relevant employees and their representatives:
 - (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.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees or their representatives.
- (8) If a term in this agreement provides for a major change to production, program, organization, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) to (5) are not taken to apply.
- (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 the employers 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) For a change referred to in paragraph (1)(b):
 - (a) The employer must notify the relevant employees of the proposed change; and
 - (b) Subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative, which may be a Union Representative for the purposes of the procedures in this term.
- (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 the employer of the identity of the representative, the employer must recognize the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) Consult with the relevant employees about the introduction of the change; and
 - (b) For the purposes of the consultation – provide to the relevant employees and their representatives:
 - (i) All relevant information about the change, including the nature of the change; and
 - (ii) Information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) Information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) Invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or their representatives.
- (16) In this term:

Relevant employee means the employees who may be affected by a change referred to in subclause 2.3 (1).

2.4 EMPLOYEE REPRESENTATIVE

Where an Employee has been elected as an Employee Representative, the Employer will recognise the following rights:

- 2.4.1 The right to be treated fairly and to perform their role without any discrimination in their employment;
- 2.4.2 For the Employee Representative to represent an Employee where requested in relation to a

grievance, dispute or a discussion;

- 2.4.3 The right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;
- 2.4.4 The right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- 2.4.5 The right to represent the interests of employees who request their assistance in their workplace to the Employer and industrial tribunals/courts.

Employee Representation

- 2.4.6 This Agreement outlines rights for employee representatives when assisting employees. For clarity, each employee has the right to determine whether they wish to be represented by an employee representative or other representative of their choosing, or not at all.
- 2.4.7 Any such representative (or individual employee) is entitled to the protections of Division 4 of part 3-1 of the Fair Work Act 2009. In relation to their involvement in lawful industrial activities.

Representation

- 2.4.8 The Parties recognise the role of the Employees' on-site representative has in seeking to ensure industrial harmony on the site or at the workplace. Further the Parties recognise that the on-site representative is a first point of contact for an Employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Agreement.
- 2.4.9 An Employee Representative shall, upon notification to the Employer, be recognised as an accredited representative of the employees and, if an employee seeks representation by the representative, that representative will be allowed all necessary time during working hours to submit to the Employer employment related matters affecting the employees he/she represents. At all other times the Employee Representative will perform productive work within his/her range of qualifications and competence. Further, the Employee Representative shall be allowed reasonable time during working hours to attend to such matters affecting the employees including the right to attend appropriate meetings, FWC or court hearings and the like.
- 2.4.10 The Parties recognise that Employee Representatives may be involved in assisting Employees where requested pursuant to the dispute resolution procedure of this Agreement.

Employee Representative Rights

- 2.4.11 Where an Employee has been elected as an Employee Representative, the Employer will recognise the following rights:
- The right to be treated fairly and to perform their role without any discrimination in their employment;
 - For the Employee Representative to represent an Employee where requested in relation to a grievance, dispute or a discussion;
 - The right to place information related to permitted matters on a notice board in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws; and
 - The right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular

dispute in their workplace;

- The right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace; and
- The right to represent the interests of employees who request their assistance in their workplace to the Employer and industrial tribunals/courts.
- Attend Employee Representative meetings. The Company shall facilitate attendance by the Employee Representative at meetings, by arranging suitable job coverage for a period when the Employee Representative is absent at meetings, should the need arise.

2.4.12 Prior to the Employer making a decision to terminate or transfer an Employee Representative, the Employer shall notify the Employee Representative, and the Union where the Employee Representative has chosen to be represented by the Union, two weeks in advance of such termination or transfer. Payment in lieu of notice may be made by agreement.

2.4.13 If there is not already an Employee Representative in the Company there shall be an election for an Employee Representative. In addition the position of Employee Representative shall be open for election every two years. The company will not initiate, participate in or interfere in the process of electing the Employee Representative. The Company agrees to allow for a paid meeting of all Employees so that an election can be conducted.

2.4.14 Workplace delegates rights are otherwise provided in accordance with s 350C of the Act.

2.5 Enterprise Flexibility

2.5.1 All Employees will carry out all lawful directions and duties provided they are within their training, competency and authority and the Employee is capable of performing these in a safe manner.

2.5.2 Where alternative working arrangements to those described in this Agreement are identified, which would allow for greater flexibility and/or increased productivity, these may be implemented provided there is consultation between the Parties.

2.6 Individual Flexibility

2.6.1 The Company 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 the Agreement deals with one (1) or more of the following matters:

- (a) arrangements about when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading;

2.6.2 The arrangement meets the genuine needs of the Company and Employee in relation to one (1) or more of the matters mentioned in paragraph 2.6.1; and

2.6.3 The arrangement is genuinely agreed to by the Company and Employee.

2.6.4 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

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

2.6.5 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and Employee; and
- (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of the terms of the enterprise agreement that will be varied by the arrangement; and
- (e) how the arrangement will vary the effect of the terms; and
- (f) 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
- (g) states the day on which the arrangement commences.

2.6.6 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

2.6.7 The Company or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and Employee agree in writing — at any time.

2.6.8 An employee may be represented by the representative of their choice (which may be a union representative), for the purpose of making a flexibility agreement, and the Company will advise them of this right.

3 COMMITMENT

3.1.1 The parties to this agreement recognise that it is critical that the Company and its employees work together to ensure that the business remains competitive in a fierce and difficult market, where price alone will not ensure that the Company will be the supplier of choice. The parties recognise that commitment to excellence and implementation of our core values is essential to return benefits to all stakeholders - the customers, the employees, the shareholders and the community. The wage adjustments in this Agreement are provided on the basis of employee commitment, wherever possible, to improvements in workplace productivity throughout the life of this Agreement in addition to those improvements implemented under earlier agreements.

3.1.2 So as to achieve ongoing productivity and efficiency improvements the following mechanisms have been adopted by the Company and employees and will continue to be implemented throughout the life of this Agreement.

- (a) The acknowledgment of the continued need for high standards of safety; and
- (b) The acknowledgment of the continued need for high standards of quality

3.1.3 It is recognised by all parties that gains in productivity shall not be achieved at the expense of safety or quality.

3.1.4 Site employees through the Company Consultative Committee will be able to have input into methods of decreasing idle time, absenteeism, removing restrictive work practices, establishing goals for improvement and taking appropriate action to implement these goals.

4 CONTRACT OF EMPLOYMENT

4.1 Types of Employment- Full-Time, Part-Time and Casual Employees

4.1.1 Full-time employment

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

4.1.2 Part-time employment

- a) A part-time employee is an employee who is engaged to work on a part-time basis for a constant number of hours for less than 38 hours per week.
- b) An employee engaged on a part-time basis will be entitled to payment in respect of annual leave, public holidays and personal/carer's leave arising under this Agreement on a proportionate basis.
- c) The terms of this Agreement apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

4.1.3 Casual Employment

- a) A casual employee is one engaged and paid as such. The employment of a casual employee will be on a casual basis and shall commence on each engagement and cease at the completion of each engagement.
- b) A casual employee may be in accordance with a pattern previously or subsequently offered to the casual employee, although the company is under no obligation to do so. The casual employee may accept such engagements. Although the casual employee is under no obligation to do so.
- c) A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of the one thirty eighth of the minimum weekly wage prescribed in clause 12 Table 2 for the work being performed, plus a casual loading of 25%. The casual loading constitutes part of the casual employee's all purpose rate.
- d) For the avoidance of doubt, the casual employee's all purpose rate is inclusive of a 25% casual loading providing for full and complete compensation for annual leave and other forms of paid leave, including but not limited to paid personal/carer's leave, paid compassionate leave, community service leave and public holidays not worked (but not long service leave). The casual loading also provides for full and complete compensation for any other matters identified as excluding casual employees contained in this agreement. If for any reason a court or a tribunal determines that the employee is not a casual employee, the company may set off against the all purpose rate, the value of any paid leave that accrues or has accrued, and any other identified entitlement, that was intended to be covered by the 25% loading. This set off will operate so as to ensure that employees are not "paid twice" for any such entitlement.
- e) In circumstances where an ongoing employee is credited with leave as a result of subclause (d) (above), the leave will be deemed to have already been paid, and may be taken as unpaid leave, to the extent that the value of that leave has been set off against the casual employee's all purpose rate.
- f) On each occasion a casual employee is required to attend work the employee must

be paid for a minimum of 3 hours work. In order to meet their personal circumstances a casual employee may request and the company may agree to an engagement of less than the minimum 3 hours.

- g) The company, when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.
- h) Despite the provisions of subclause a), a casual employee's employment may be terminated with 1 hours' notice by either the employee or the company.
- i) Rostered Days Off (RDO's) will be accrued as per permanent employees and will have the same conditions attached (refer to Clause 5.4 RDO's).
- j) Casual employees will be classified according to the classification structure referred to in Clause 11 Attachment 1.
- k) In relation to overtime hours which are not Sunday work, casual employees will receive:
 - (i) In respect of the first two hours of work, 1.5x (175%) the ordinary hourly base rate;
 - (ii) In respect of all subsequent hours of work, 2x (225%) the ordinary hourly base rate;

Plus

 - (iii) In relation to Sunday work, casual employees will receive 2x the ordinary hourly rate for all hours worked.
 - (iv) A casual employee who engages in overtime will be paid at either 175% and 225% of the ordinary hourly rate as prescribed in Clause 12 Table 2 (including the 25% loading) for all hours worked.

4.1.4 Casual Conversion

- a) This clause only applies to a regular casual employee. A regular casual employee is a casual employee who has in the preceding period of 6 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time or part-time employee under the provisions of this agreement.
 - (i) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months' casual employment may request to have their employment converted to full time employment.
 - (ii) A regular casual employee who has worked equivalent full-time hours over the preceding period of 6 months casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.
 - (iii) Any request under this subclause must be in writing and provided to the company.
 - (iv) Where a casual employee seeks to convert to full-time or part-time employment, the company may consent to or refuse, but only on reasonable

grounds. In considering a request, the company may have regard to any of the following factors:

- a. The size and needs of the workplace or enterprise;
 - b. The nature of the work the employee has been doing;
 - c. The qualifications, skills and training of the employee;
 - d. The trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - e. The employee's personal circumstances, including any family responsibilities; and
 - f. Any other relevant matter.
- (v) Reasonable grounds for refusal include that:
- a. It would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full time or part time employee in accordance with the provisions of this agreement – that is, the casual employee is not truly a regular casual employee as defined in paragraph (f); or
 - b. It is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 6 months; or
 - c. It is known or reasonably foreseeable that the hours of work which the regular casual employee is regarding to perform will be significantly reduced in the next 6 months; or
 - d. It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 6 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (vi) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- b) Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the company and employee must discuss and agree upon:
 - (i) The form of employment to which the employee will convert – that is full-time or part-time employment; and
 - (ii) If it is agreed that the employee will become a part-time employee, the matters referred to in clause 4.1.2 – Part-time employment.
 - c) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
 - d) Once the casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the company.
 - e) An employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this agreement.
 - f) Nothing in this clause obliges a casual employee to convert to full-time or part-time employment, nor permits the company to require a casual employee to so convert.
 - g) Nothing in this clause requires the company to convert the employment of a regular casual employee to full-time or part-time employment if the employee has not worked for 6 months or more in a particular establishment, in a particular stream.
 - h) Nothing in this clause requires the company to increase the hours of a casual employee seeking conversion to full-time or part-time employment.

4.2 Probation Period

4.2.1 A probation period of three (3) months employment will apply to new employees, other than casual employees.

4.2.2 During the probation period either party can terminate the employee's employment with one week's notice (or in the case of the Company, payment in lieu of notice).

4.3 Notice of Termination

4.3.1 Notice of termination by the Company.

- a) In order to terminate the employment of a full-time or part-time employee the Company must give to the employee the period of notice specified in the table below:

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

- b) In addition to the notice in clause 4.3.1 (a), employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- c) Payment in lieu of the prescribed notice in 4.3.1 (a) and 4.3.1 (b) must be made if the appropriate notice period is not provided by the Company required to be worked. However, the unworked period of notice will be taken into account for the purposes of determining the period of notice to which an employee is entitled pursuant to clauses 4.3.1 (a) and 4.3.1 (b); and
- d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (i) the employee's ordinary hours of work (even if not standard hours); and
 - (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (iii) any other amounts payable under the employee's contract of employment.
- e) The period of notice in this clause does not apply:
- (iv) in the case of dismissal for serious misconduct;
 - (v) to employees engaged for a specific period of time or for a specific task or tasks;
 - (vi) to trainees whose employment under a traineeship agreement or an approved

- traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (vii) to casual employees.

4.3.2 Notice of termination by an Employee

- a) The notice of termination required to be given by an employee is the same as that required of a Company, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- b) If an employee does not give the period of notice required under clause 4.3.1 (a) then the Company may deduct from wages due to the employee an amount that is no more than one week's wages.

4.4 Transfer of business

Transfer of business provisions are provided for by sections 307–316 of the FW Act.

4.5 Abandonment of employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company will be prima facie evidence that the employee has abandoned his/her employment.

- 4.5.1 The Company will make reasonable attempts to contact an employee prior to terminating their employment.
- 4.5.2 Termination of employment by abandonment will operate from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.
- 4.5.3 This clause will operate subject to section 117 of the NES.

4.6 Redundancy

- 4.6.1 The provisions of this clause will apply where the Company terminates an Employee's employment because it no longer requires the job an employee has been doing to be done by anyone, except for the ordinary or customary turnover of labour or because of insolvency or bankruptcy of the company.
- 4.6.2 In addition to the period of notice or payment instead of notice as prescribed for in clause 4.3.1 of this Agreement, an Employee whose employment is terminated by reason of redundancy, shall be entitled to a redundancy payment in respect of a continuous period of service as follows:

Year of continuous service - at least	Redundancy pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks

At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

4.6.3 For clarity, a week's pay means the ordinary hourly rate of pay (base hourly rate, excluding the weekly overtime allowance) for the employees concerned for ordinary hours of work.

4.6.4 Employee leaving during notice period

An employee whose employment is terminated by reason of redundancy may terminate their employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. However, in this circumstance the employee will not be entitled to payment in lieu of notice.

4.6.5 Time off during notice period

During the period of notice of termination given by the employer an employee shall 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.

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 shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.6.6 Employees exempted

Despite the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainee services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of their traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship shall be counted as service in determining any future redundancy entitlements.

4.7 Early Retirement Provisions

4.7.1 If an employee:

- (a) is 55 years of age or older; and
- (b) has been in the Company's employ for a minimum period of 15 years; and
- (c) informs the Company they wish to retire and notifying the company at least six (6) weeks' notice in advance then they will be eligible to receive the early retirement benefits set out in sub-clause 4.7.2 below.

4.7.2 The early retirement benefits which are available to employees are:

- (a) Ten (10) weeks' pay; and
- (b) One (1) week's pay for each year of service with the Company in excess of 15 years.

4.7.3 For the purposes of sub-clause 4.7.2, the expression "weeks' pay" will be based upon the ordinary hourly base rate of pay contained in Clause 12, Table 2.

4.7.4 The early retirement benefit in terms of sub-clause 4.7.2 above, less any applicable taxation, will be paid to the employee upon the later of:

- (a) the cessation of the employee's employment with the Company; and
- (b) the employee having executed an acknowledgement in the form of that set out in sub-clause 4.7.5 below.

4.7.5 The employee's employment with the Company will cease:

- (a) on a date as may be agreed between the Company and the employee; or
- (b) in the absence of an agreement, on such date as may be determined by the Company, being a date not more than three months from the date the employee informed the Company that they wished to retire.

5 HOURS OF WORK

5.1 Ordinary Hours of Work

5.1.1 The ordinary hours of work will be an average of 38 per week Monday to Friday for day shift and Sunday to Thursday or Monday to Friday for night shift.

5.1.2 The major parts of an employee's work day will fall within the normal span of hours that are:

- (a) 6am – 6pm Monday to Friday for day shift; or
- (b) 6pm to 6am Sunday to Thursday or Monday to Friday for night shift.

5.1.3 Any changes to start times shall be made prior to the end of the previous shift. However it is agreed that, to meet customer needs, there will be circumstances which will require the start times to be varied. This shall be done without incurring penalties. Employees shall facilitate these operations, as part of this agreement. Where possible, prior notice of working requirements shall be given.

5.1.4 An employee may be required to work a reasonable number of additional hours above their ordinary hours so the needs of the business and its customers can be adequately met.

5.1.5 Annualised Salary

(Full time/Permanent Employee - Not Applicable to Casual Employees)

The payment of wages on a weekly basis for full time employees is inclusive of a payment designed to compensate employees for the potential to work up to an average of 8.35 additional hours per week, Monday to Friday or Sunday to Thursday. However, the number of additional hours that is actually worked by an employee is not predetermined and will vary according to work load. The full potential additional hour's payment will be paid to an employee regardless of whether they actually work up to and including 8.35 additional hours a week. Where an employee works less than 8.35 additional hours a week, the proportion of the potential additional hours payment relating to the shortfall will be regarded as an ex gratia payment to the employee.

The average of 8.35 potential additional hours per week has been estimated on the basis of:

An employee being available (but not necessarily required) to work 2 hours a day for each available weekday shift, exclusive of RDO's, public holidays and annual leave in any 52-week year and those hours being paid at time and a half. The following calculation determines the value of the potential additional hours' payment for each skill level.

Weeks: Per Annum	52
Weeks: Annual Leave	4
Weeks: Public Holiday	2
Weeks: R.D.O	2.6
Total available weeks for Overtime:	43.4 weeks
Total weekdays in	217 days
Total Time and Half O.T hours at 2 per day:	434 hours

Hence dividing 434 potential additional hours at time and a half by 52 pay weeks in a year, provides a Potential Additional Hours Payment of 8.35 hours at time and a half per week.

The annualised salary will comprise of a fixed payment of 38 normal time hours plus 8.35 hours at time and a half (See Table 2 clause 12 for Potential Additional Hours Payment).

5.1.6 Bank of Hours for Work

In order to ensure that employees are not disadvantaged by this system, time worked will be counted on an individual basis using the following system.

Annual Leave Day	8 hours
Public Holiday Day	8 hours
Personal/Carers day	8 hours
Leave Without Pay	8 hours
RDO	0 hours
Finish shift less than 8 hours	8 hours
Weekend hours	0 hours
Weekend hours in excess of 11 hours per shift	0 hours

The bank of hours comprises of 52 weeks at 38 hours = 1976 hours + 434 potential additional hours, giving a total of 2410 hours.

Any cumulative hours worked in excess of the 2410 hours ceiling will be paid at double time, reconciled in July each year.

5.2 Overtime

5.2.1 Additional Overtime Payments

- (a) In order to address any inflexibility arising from implementation of annualised salaries, any hours worked in excess of 11 hours per shift will be paid double time.
- (b) As these hours will be paid as worked, they will not count towards the bank of hours. Double time will only be paid from the 11th hour onwards.
- (c) Due to the changing nature of customer requirements where a large proportion of works

are maintenance or rehabilitation of heavily trafficked roads, with increasing night or weekend work, it is essential for the survival and competitiveness of the business that all employees are available for shift/weekend work as required.

- (d) When weekend work is available the Company endeavors to provide sufficient notice of any need for work on that weekend to allow enough time for employees to make any necessary arrangements and for any necessary consultation to occur in a meaningful manner (the Company will endeavor to provide notice by no later than the Wednesday prior to the relevant weekend). Where the Company provides notice of weekend work on a day after the Wednesday prior to the weekend, an employee may refuse that weekend overtime and shall not suffer any prejudice as a result of that refusal.
- (e) Notwithstanding this requirement, all parties shall be required to follow the Company guidelines and regulatory requirements in regards to the hours of work.
- (f) As a minimum, a 10-hour break should be taken between consecutive shifts. If this cannot be achieved with the duties assigned for whatever reason (breakdown, late finish etc.) the supervisor must be informed as soon as possible so that alternate arrangements can be made to ensure compliance.
- (g) If on the instructions of the Company an employee is required to work without having 10 hours break the employee shall bank double hours until released from duty for such period and shall then be entitled to be absent until the employee has had a ten consecutive hours break without loss of pay for ordinary working time occurring during such absence.

5.2.2 Overtime Shifts

- (a) Any shift that starts and finishes outside the hours described in clause 5.1 (hours of work) will be paid on the basis of a minimum 6 hours at double time.
- (b) All overtime hours worked will not be counted towards the bank hours and will only be paid at double time.

5.3 Night Shift

- 5.3.1 On occasion it may be operationally necessary to work night shift. A night shift will mean a shift where the majority of ordinary hours are worked between 6:00pm and 6:00am Monday to Friday or Sunday to Thursday.
- 5.3.2 The rate of pay for each Monday to Friday or Sunday to Thursday night shift shall be a fixed allowance as per Table 2 in Clause 12. This figure is calculated by applying a 40% loading on the first 8 hours at the base ordinary hourly rate. No night shift allowance will be payable on shifts that are deemed weekend shifts.
- 5.3.3 For the sake of clarity, a rostered shift that starts on a Sunday night and forms part of the employee's ordinary working week (i.e. 40 hours per week in accordance with clause 5.4) will not include payment for overtime unless the shift extends beyond the 11-hour shift in accordance with clause 5.2.

5.4 Rostered Days Off (RDO's)

- 5.4.1 A 38-hour week is currently worked on the basis of one rostered day off (RDO) per four (4)

week cycle. In other words, employees who work eight (8) ordinary hours per day for nineteen (19) days are paid an average of 38 hours per week (5 x 7.6 hours) and have one paid day off (the 20th day) for 7.6 hours (19 days accumulation of 0.4 hours worked per day).

Periods of unpaid leave and long service leave will not be taken into account when accruing RDO entitlements.

- 5.4.2 The taking of RDO's is by agreement between the Company and relevant employees within their designated metropolitan area. RDO must be taken as directed when given 48 hours' notice by the Company.
- 5.4.3 A notice period of 48 hours is required by either party for taking an RDO unless there is mutual agreement to the contrary. The Company wishes to provide service to our customers seven days a week and as such the indicative RDO roster may be limited to a maximum of 50% of employees on a particular day during the busy months, should the Company require.
- 5.4.4 RDO on Termination - Accrued RDO entitlements will be paid out upon termination of employment at the ordinary rate of pay.
- 5.4.5 Should a RDO be directed by the Company on a night shift the night shift rate as detailed in Clause 5.3 will be applicable. Should an employee apply for an RDO that is scheduled to fall upon a rostered night shift, Clause 5.3 will not apply.

5.5 Meal Breaks

- 5.5.1 The time of meal breaks will be flexible and take into account the needs of the business to maintain quality and productivity. Therefore, employees may be required to stagger lunch meal breaks.
- 5.5.2 The Meal break must be taken within 5 hours of the commencement of the shift.

6 WAGES AND ALLOWANCES

6.1 Classification Structure

- (a) The skills required in the workplace are grouped under the levels listed in Clause 11 Table 1. Employees working under these classifications will work in any or all of these job skills to the extent of their training, skills, qualifications and competencies.
- (b) For the purposes of this agreement job skill is defined as the predominant work task that is carried out by the employee their work day.

6.2 Wages

Wages shall be in accordance with Clause 12 Table 2.

6.3 Payment of Wages

- (a) All wages, allowances and other monies shall be paid by Electronic Funds Transfer. Wages shall be arranged to be paid weekly and waiting time shall not be payable where an employee is kept waiting for their money due to circumstances beyond the control of the employer.

- (b) An employee who has not received their full wages on pay day after more than a quarter of an hour after the usual time of ceasing work (for reasons other than circumstances beyond the control of the Company), shall be paid at overtime rates from when they notify the employer after than quarter-hour with a minimum of a quarter of an hour up until the wages are actually paid. Downer requires notification within 3 hours of the employee commencing the shift to allow the pay issue to be rectified in a timely manner.

6.4 Superannuation

6.4.1 Contributions

- (a) The Company will make superannuation contributions in accordance with relevant legislation as varied from time to time.

- (b) An employee can choose to have their superannuation contributions made to any fund that complies with the relevant legislation and offers a MySuper product e.g. Plum, CBUS, BUSSQ. If an employee does not have a stapled superannuation fund and does not choose another fund, the default fund will be the Downer Superplan, a subplan of the Plum Superannuation Fund, which offers a MySuper product so as to comply with the requirements of s. 194(h)(i) of the Fair Work Act 2009 (Cth) (the Act).

- (c) Employer superannuation contributions shall be based on the annualised salary rate.

- 6.4.2 An employee may elect prospectively to sacrifice salary to superannuation contributions in accordance with Australian Taxation rulings and the prescribed reasonable benefit limits.

6.5 Working Away from Home

- 6.5.1 Where a particular job or project requires an employee to stay away from home overnight, the Company shall provide reasonable accommodation with breakfast and lunch provided for each night spent away.

- 6.5.2 In addition to 6.5.1 the employee shall receive an allowance of \$80.00 per night Working Away from Home Allowance to cover meals and incidentals. This allowance is fixed for the duration of the agreement.

- 6.5.3 Single room accommodation shall be provided subject to availability and cost.

6.6 Meal Allowance

- 6.6.1 If an employee is required to work more than 9.5 hours (exclusive of the unpaid meal break) on a Monday to Friday day shift, the employee will be paid a meal allowance of \$18.02 unless the employee was notified the previous day of the requirement to work additional time.

- 6.6.2 The meal allowance under clause 6.6.1 will increase in accordance with the wage increases in clause 9.

7 LEAVE PROVISIONS

7.1 Annual Leave

- 7.1.1 A full-time employee is entitled to 4 weeks (152 hours) annual leave in each year of service.

Part time ongoing employees will be entitled to a pro-rata amount of annual leave. This leave entitlement will accrue on a progressive basis throughout each year of employment. For the purposes of the additional week of annual leave provided for in section 87(1)(b)(ii) of the Act, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.

7.1.2 Annual Leave will be paid at the annualised rate of pay.

7.1.3 Annual leave should be taken within 12 months of entitlement. The Company requires employees to take accrued annual leave during the traditional 10 week depot slow period in July, August, and September each year. Annual Leave will be taken in a manner to ensure appropriate delivery of service to our customers is maintained and is to be negotiated with the Company

7.2 Personal / Carer's Leave

7.2.1 Personal/carers leave shall be in accordance with the NES.

7.2.2 A full-time employee is entitled to ten days (76 hours) paid personal/carers leave per year which is accrued progressively throughout each year of continuous service 10 days of personal/carers leave is calculated as 1/26 of an employee's ordinary hours of work in a year (76 hours).

7.2.3 Payment for personal/carers leave is based on an employee's annualised salary.

7.2.4 Paid personal/carers leave is available, when an employee is absent due to:

- a) personal illness or injury (sick leave); or
- b) for the purpose of providing care or support for a member of the employee's immediate family or household who is ill or injured or being affected by an unexpected emergency (carer's leave).

7.2.5 Employees are required to notify the Company management representative of their inability to attend work as soon as practicable after becoming aware of the need to take personal/carers leave.

7.2.6 Two single days personal/carers leave without a certificate will be provided per year and form part of the paid 10 ordinary days. In relation to personal/carers leave taken in any other way, employees must comply with the documentary requirements of the following types in support of their claim for payment of personal/carers leave:

- (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 give the Company a medical certificate—a statutory declaration made by the employee.

The required document must be given to the Company as soon as reasonably practicable (which may be at a time before or after the personal/carers leave has started).

The required document must include a statement to the effect that:

- (a) 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
- (b) 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.

This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- 7.2.7 Any accrued personal/carers leave at the annualised salary rate may be utilised by employees as carer's leave. Employees must disclose the general reason for taking that leave and shall notify their supervisor or other nominated Company person prior to taking such leave.
- 7.2.8 If an employee has used their entitlement to paid carer's leave, then they may take two days unpaid carer's leave in accordance with sections 102 and 103 of the Act.
- 7.2.9 Any accrued personal/carers leave will not be paid to employees on termination of employment whether instigated by the employee or the Company. The rate of pay for personal/carers leave will be the employee's normal annualised salary rate of pay applying immediately prior to them taking leave, or electing to take a pay out of personal carer's leave.
- 7.2.10 Employees have the option to take have accrued personal/carers leave in excess of 10 accrued days paid out each year (NB: the personal/carers leave balance must be at least 10 days after the personal/carers leave payout.).
- 7.2.11 An employee must request the pay out of personal/carers leave in writing. If any employee has their personal/carers leave cashed out they will be paid the amount that they would have received if they had taken the leave. Some employees may not wish to have this paid out and would rather have it accrue against a potential significant major period of illness and all employees will retain this right.
- 7.2.12 For the purposes of this clause "immediate family" means:
- a) spouse, child, parent, grandparent, grandchild, or sibling of the Employee: or
 - b) a child, parent, grandparent, grandchild, or sibling of a spouse (or former spouse) or de facto (or former de facto) partner of the Employee.
- A "household member" means any other person who lives with the employee.

7.3 Compassionate Leave

7.3.1 Compassionate leave is in accordance with the NES.

7.3.2 Compassionate leave is paid leave taken by an employee for the purposes of spending time with a person who:

- (a) Is a member of the employee's immediate family or a member of the employee's household; and
- (b) Has a personal illness, or injury, that poses a serious threat to their life; or
- (c) After the death of a member of the employee's immediate family or a member of the employee's household.

7.3.3 An employee is entitled to a period of 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:

- (a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) Sustains a personal injury that poses a serious threat to his or her life; or
- (c) Dies.

7.3.4 Payment for Compassionate leave is based on an employee's annualised salary rate of pay

7.3.5 However, the employee is entitled to compassionate leave only if the employee gives the Company evidence that the Company reasonably requires of the illness, injury or death.

7.3.6 With the consent of the Company, which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid compassionate leave, be entitled to reasonable unpaid compassionate leave up to ten working days in respect of the death of a relative to whom the clause applies.

7.3.7 Other than the clause above, the intention of this clause 17.5 is to provide employees with the same benefits to compassionate leave as those set out in Sub-Division C of Division 7 of Part 2-2 of the Act. Parties must have regard to those provisions when interpreting an employee's rights to accrue and take compassionate leave under this Agreement.

7.4 Parental Leave

An employee is entitled to parental leave in accordance with the NES.

7.5 Community Service Leave

7.5.1 Employee entitlements to Community Service Leave will be in accordance with the NES.

7.6 Long Service Leave

7.6.1 Employees shall be entitled to accrue and take long service leave in accordance with the relevant ACT legislation.

7.7 Family and Domestic Violence Leave

7.7.1 Employee entitlements to family and domestic violence leave will be in accordance with the NES.

7.8 Public Holidays

7.8.1 Employees are entitled to time off for the following days without deduction of pay for ordinary hours: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day, Labour Day, Birthday of the Sovereign and any other day gazetted under the law of the Australian Capital Territory to be observed generally in that territory.

7.8.2 The Company and affected employees may upon mutual agreement substitute any or all of the public holidays named above for another day and that substituted day will be regarded as the public holiday.

7.8.3 Payment for public holidays is based on an employees annualised salary rate of pay .

7.8.4 Work on a proclaimed public holiday:

- (a) All work performed on a public holiday referred will be paid for at the rate of double time and a half (2.5x).
- (b) Employees working overtime on a public holiday will be afforded at least six hours work or paid for six hours at the appropriate rate.

7.9 Special Leave (Winter shut down)

- 7.9.1 Full time ongoing employees will receive an additional five (5) days paid leave for winter shutdown. This five (5) days paid shutdown will be taken in August every year, when the work load is typically low. This will be a five (5) day continuous shut down period. For clarity this leave will be taken in a block period of 5 days either Monday to Friday or Sunday to Thursday (Night shift).
- 7.9.2 Special leave cannot accrue year to year and must be taken in August unless approval from the Company is received.

8 MISCELLANEOUS PROVISIONS

8.1 Company Policies, Procedures or Rules

- 8.1.1 All Company policies, standards and procedures will be binding on Employees but do not form part of the employment contract.
- 8.1.2 The Company may introduce new policies, standards and procedures or vary existing policies, standards or procedures.
- 8.1.3 Breaches of Company policies, procedures or rules may lead to disciplinary proceedings which in some instances, may result in the termination of an Employee's employment.

8.2 Inclement Weather

- 8.2.1 The parties to this Agreement will collectively work towards the minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles with regard to inclement weather and the idle time that inclement weather creates:
- (a) The Company shall set up training modules across all areas of the business geared to increase the skill levels of the employees.
 - (b) The employees shall be proactive in undertaking these training modules during periods of inclement weather.

8.2.2 Inclement Weather Working Arrangements

- (a) The temperature will be measured by the nearest local area temperature or with approved and calibrated temperature measuring equipment. The parties to this Agreement will collectively work towards the minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles with regard to inclement weather and the idle time that inclement weather creates:
 - (i) The Company shall set up training modules across all areas of the business geared to increase the skill levels of the employees.
 - (ii) The employees shall be proactive in undertaking these training modules during periods of inclement weather.
- (b) The employees will be paid for all ordinary time lost due to inclement weather, up to a maximum of 32 hours in a four-week period, in accordance with the Award.
- (c) The Company shall comply with the Inclement Weather policy below.
- (d) This Clause will not apply to workplaces or work locations where temperatures are artificially raised or lowered, except where those temperatures are exacerbated by inclement weather. However, it is acknowledged that the Company has work, health and safety obligations that should be dealt with in accordance with the Work Health and Safety Act 2011.

- (e) Any disputes will be handled in accordance with the Dispute Settlement Procedure contained in this Agreement.
- (f) It is agreed that in the event of inclement weather, consultation will be held between the Company and affected Employee(s) with a view to reaching agreement on whether Work should continue or discontinue. This consultation must take place in a timely fashion, generally within half an hour.
- (g) The primary emphasis of the consultation is to achieve an agreed outcome whereby:
 - (a) Work can continue; and
 - (b) A safe workplace is provided and safe systems of work are employed.
- (h) All persons covered by this Agreement agree that all necessary steps will be taken to ensure that a full working understanding of the inclement weather procedures is achieved and maintained throughout by the Company.

8.2.3 Inclement Weather Policy

- (a) The parties agree that the inclement weather policy will be as follows:
 - (i) When temperatures reach between 35 and 37 degrees C, it will be deemed that there is inclement weather and Employees will be relocated or shedded up unless the provisions of (b) – (f) have been implemented.
 - (ii) When temperatures reach 37 degrees C. and above Employees will be withdrawn from the site unless the provisions of (b) – (f) have been implemented.
- (b) If Employees complain, or show signs, of heat stress the company will provide shade and cool drinking water for the employees that are affected. The Company will also provide medical assistance for any employee affected by heat stress where required.
- (c) Through the consultative process work may be arranged for early morning starts to beat the heat. If this process is agreed then no more than 8 ordinary hours in the day shall be worked.
- (d) Fresh, cold drinking water must be made available throughout the day to ensure fluid intake for Employees in warmer conditions.
- (e) It is agreed that, after consultation with the affected Employee(s), the Company can transfer Employees to an unaffected area or other sites not affected by inclement weather. This includes requiring employees to perform work involving completing training modules from the company in accordance with 8.2.1.
- (f) Temperature will be measured by the nearest automatic Bureau of Meteorology Monitoring Station at the commencement of each project; the Onsite Management and Employee Representatives shall agree which is to be the applicable automatic weather monitoring station or shall determine an alleviative method of temperature measurement.
- (g) During periods of hot weather, as defined in item 1 8.2.3(a) of this clause, work in air conditioned or clearly cooler environments shall continue as normal. Employees will walk a reasonable distance through the open to and from amenities, (amenities must be air-conditioned) and the air-conditioned or clearly cooler work space, provided it does not pose a serious threat to their health and safety.
- (f) All Employees affected by inclement weather shall be provided with personal protective

clothing as required by the appropriate OH&S guidelines.

8.3 Engagement Procedures

8.3.1 Vehicle License

- (a) It is a condition of employment that employees hold a current, valid and suitable driver's license. If this license is suspended or cancelled, the employee must notify the Company immediately. The Company reserves the right to dismiss an employee who loses their license. Failure to advise the Company in writing of suspension or cancellation on the part of the employee may result in instant dismissal.

8.4 Protective Clothing and Uniforms

8.4.1 Uniforms

- (a) The Company views the wearing of protective clothing and equipment at all times as a serious matter and employees are expected to conform with the wearing of appropriate clothing and equipment.
- (b) The uniforms supplied by the Company are designed to protect the employees from the inherent hazards in their work environment and are by definition part of the protective clothing.
- (c) The Company will continue to provide a dry-cleaning service for company uniforms of all fulltime employees under this Collective Agreement.
- (d) Clothing will be issued once a year and will be replaced on a fair wear and tear basis. A points system as follows will apply with respect to the issue of protective clothing. Each employee will be entitled to an issue equating to 15 points from a selection made up as follows:

Trousers	2 points
Shirt (Long Sleeve)	1 point
Jumper	2 points
Jacket	3 points
Overalls	2 points
- (e) A maximum of one jacket and two jumpers will be issued. It is up to the employee concerned to ensure that the choices they make will enable them to wear the correct attire at all times until the next issue of clothing.
- (f) Sprayer drivers and sprayer operators and fitters shall be issued with 3 pair of overalls per year as part of their PPE requirements.

8.4.2 Protective Clothing

- (a) In addition to the clothing identified above, the following items supplied the Company shall be worn and used as appropriate:
 - Hearing protection
 - Overalls
 - Hard hat head protection (where required)
 - Sun protection (including hat, sunscreen and sunglasses)
 - Safety boots
 - Gloves

Wet weather trousers
Any other relevant safety clothing/safety equipment

- (b) Employees are expected to wear company provided clothing and equipment and keep it in a tidy manner so as to display a professional company image. It is mandatory that employees wear the uniform provided in its unaltered condition.
- (c) Employees not presenting themselves for work in appropriate protective clothing will be refused a start for the day and will receive no pay. Consistent breaches of these conditions of employment will result in disciplinary action.
- (d) Refusal to use the protective equipment appropriate to the task at hand will result in disciplinary action being taken.
- (e) Every effort will be made by the Company to ensure that the supply of protective clothing meets Australian Standards and is supplied by Australian made manufacturers.

8.5 Stand down

Stand down will operate in accordance with s524 of the Fair Work Act 2009 (Cth).

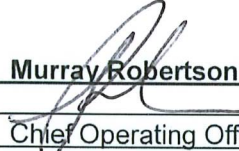
9.0 Wage increases

- (a) The wage rates in Attachment 2 effective from 01 July 2024 include a 5% wage increase. Only Employees who were employed at the time the Agreement commences are entitled to rates provided by the Agreement – i.e. Employees whose employment ended prior to the commencement of the Agreement are not entitled to rates under this Agreement.
- (b) Wages will increase as follows from the first full pay period commencing on or after the specified date:
 - 1 July 2025 – 4%
 - 1 July 2026 – 4%
 - 1 July 2027 – 4%
- (c) Employees who are employed by the Company and covered by the Agreement at the time the Agreement commences operation will be paid a one-off ex-gratia payment by the Company equal to a 3% wage increase based on the employee's annualised salary as calculated in clause 5.1.5 from 12 January 2024 until 01 July 2024. This one-off ex-gratia payment is subject to taxation and will be made in the first full pay period commencing on or after Fair Work Commission approval of the Agreement.

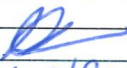
10 Signatories

For and on behalf of Downer EDI Works Pty Ltd:

Name in Full (printed):
Signature:
Position:
Employer Address:
Date:


Murray Robertson

Chief Operating Officer
567 Collins Street Melbourne Victoria 3000
02 September 2024

Witnessed by:
Name in full (printed):
Signature:
Witness Address:
Date:


STUART CHAPMAN

1 O'RORKE ROAD PENLOPE AUCKLAND
02.09.2024

For and on behalf of the Employees:

Name in Full (printed):
Signature:
Position:
Employer Address:
Date:

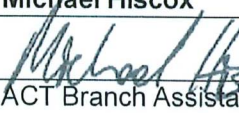
Brianna Hamad

Laboratory Foreman
36 Sawmill Circuit Hume ACT 2620
23 August 2024

Witnessed by:
Name in full (printed):
Signature:
Witness Address:
Date:


Marina Ford

48 Were Street Calwell ACT 2620
23 August 2024

For and on behalf of the CFMEU:

Name in Full (printed):
Signature:
Position:
Address:
Date:

Michael Hiscox

ACT Branch Assistant Secretary (The Union is a bargaining representative of one or more Employees covered by this agreement).
7-10/8 Cape Street Dickson ACT 2620
29 August 2024

Witnessed by:
Name in full (printed):
Signature:
Witness Address:
Date:

Rosalind Read

7-10/8 Cape Street Dickson
29/08/24

11 Attachment 1: Classification Structure

	Asphalt Paving	Spray Seal	Production & Laboratory	Profiling	Slurry
1	New Employee (less than 12 months)	New Employee (less than 12 months)	New Employee (less than 12 months)	New Employee (less than 12 months)	New Employee (less than 12 months)
2	Multi Tyred Roller Traffic Controller, General Hand, Spotter	General Hand, Spotter, Multi Tyred Roller, Traffic Controller	General Hand Trainee Lab Technician	General Hand, Spotter	General Hand
3	Front End Loader , Tractor Broom, Skidsteer Operator, Rake Hand, Tipper Driver HR Driver	Bitumen Sprayer trainee/operator Front End Loader, Tractor Broom Operator, Kero Bulker Driver, Bitumen Bulker Driver, Tipper Driver, Assistant Sprayer Driver HR Driver	Asphalt Plant Operator, Forklift Operator Level 1 Lab Technician (Coring included) HR Driver	Profiler Operator, Profiler level hand. HR Driver	Front End Loader, Emulsion Bulker Driver, Bergkamp Driver HR Driver
4	Paver Driver, Screed Operator, Tack Coat Driver, Steel Operator, Site Clerk, HC Driver	Float Driver, Site Clerk, Suction Broom Operator, Fully Competent Sprayer driver HC Driver	Asphalt Plant Operator (Including Maintenance), Multi Skilled Plant Operators Level 1 Laboratory Signatory (Coring Included) HC Driver	Profiler Operator (1 & 2 meter) HC Driver Shuttle buggy	Blending Operator, Breining Machine Operator HC Driver
5	Leading Hand Dangerous Goods	Leading Hand, Dangerous Goods	Leading Hand Senior Laboratory Signatory (Coring Included)	Leading Hand Dangerous Goods	Leading Hand Dangerous Goods
6	Foreman	Foreman Senior Sprayer Driver (appointed)	Foreman	Foreman	Foreman

12 Attachment 2: Pay Rates (Exclusive of allowances)

The wages rates include compensation for any applicable allowances that may be payable under an applicable Award that are not otherwise provided for in this Agreement.

Pay rates from 1 July 2024 (5.0%)*

Level	Ordinary base hourly rate	38-hour week ordinary pay	Weekly potential additional hours payment	Equivalent Mon-Fri total salary	Equivalent yearly salary	Overtime rate of pay (x1.5)	Overtime rate of pay (x 2)	Min 6hr Weekend Shift payment	Night Shift payment - per shift
1	\$25.84	\$981.92	\$323.65	\$1,305.57	\$67,889.43	\$38.76	\$51.68	\$310.08	\$82.69
2	\$27.94	\$1,061.72	\$349.95	\$1,411.67	\$73,406.76	\$41.91	\$55.88	\$335.28	\$89.41
3	\$29.58	\$1,124.04	\$370.49	\$1,494.53	\$77,715.53	\$44.37	\$59.16	\$354.96	\$94.66
4	\$30.64	\$1,164.32	\$383.77	\$1,548.09	\$80,500.47	\$45.96	\$61.28	\$367.68	\$98.05
5	\$31.91	\$1,212.58	\$399.67	\$1,612.25	\$83,837.14	\$47.87	\$63.82	\$382.92	\$102.11
6	\$33.73	\$1,281.74	\$422.47	\$1,704.21	\$88,618.83	\$50.60	\$67.46	\$404.76	\$107.94

* Only Employees who were employed at the time the Agreement commences are entitled to rates provided by the Agreement – i.e. Employees whose employment ended prior to the commencement of the Agreement are not entitled to rates under this Agreement.

Pay rates from 1 July 2025 (4.0%)

Level	Ordinary base hourly rate	38-hour week ordinary pay	Weekly potential additional hours payment	Equivalent Mon-Fri total salary	Equivalent yearly salary	Overtime rate of pay (x1.5)	Overtime rate of pay (x2)	Min 6hr Weekend Shift payment	Night Shift payment - per shift
1	\$26.87	\$1,021.06	\$336.59	\$1,357.65	\$70,597.90	\$40.31	\$53.75	\$322.48	\$86.00
2	\$29.06	\$1,104.28	\$363.95	\$1,468.23	\$76,347.77	\$43.59	\$58.12	\$348.69	\$92.98
3	\$30.76	\$1,168.88	\$385.31	\$1,554.19	\$80,817.83	\$46.14	\$61.53	\$369.16	\$98.44
4	\$31.87	\$1,210.68	\$399.12	\$1,609.80	\$83,709.43	\$47.80	\$63.73	\$382.39	\$101.97
5	\$33.19	\$1,261.22	\$415.66	\$1,676.88	\$87,197.74	\$49.78	\$66.37	\$398.24	\$106.20
6	\$35.08	\$1,333.04	\$439.37	\$1,772.41	\$92,165.16	\$52.62	\$70.16	\$420.95	\$112.25

Pay rates from 1 July 2026 (4.0%)

Level	Ordinary base hourly rate	38 hour week ordinary pay	Weekly potential additional hours payment	Equivalent Mon-Fri total salary	Equivalent yearly salary	Overtime rate of pay (x1.5)	Overtime rate of pay (x 2)	Min 6hr Weekend Shift payment	Night Shift payment - per shift
1	\$27.95	\$1,051.84	\$350.06	\$1,401.90	\$72,898.57	\$41.92	\$55.90	\$335.38	\$89.44
2	\$30.22	\$1,137.34	\$378.50	\$1,515.84	\$78,823.90	\$45.33	\$60.44	\$362.64	\$96.70
3	\$31.99	\$1,203.84	\$400.72	\$1,604.56	\$83,437.20	\$47.99	\$63.99	\$383.92	\$102.38
4	\$33.14	\$1,246.78	\$415.08	\$1,661.86	\$86,416.79	\$49.71	\$66.28	\$397.68	\$106.05
5	\$34.51	\$1,298.84	\$432.29	\$1,731.13	\$90,018.55	\$51.77	\$69.03	\$414.17	\$110.44
6	\$36.48	\$1,372.94	\$456.94	\$1,829.88	\$95,153.85	\$54.72	\$72.96	\$437.79	\$116.74

Pay rates from 1 July 2027 (4.0%)

Level	Ordinary base hourly rate	38 hour week ordinary pay	Weekly potential additional hours payment	Equivalent Mon-Fri total salary	Equivalent yearly salary	Overtime rate of pay (x1.5)	Overtime rate of pay (x 2)	Min 6hr Weekend Shift payment	Night Shift payment - per shift
1	\$29.07	\$1,083.38	\$364.06	\$1,447.44	\$75,266.76	\$43.60	\$58.13	\$348.80	\$93.01
2	\$31.43	\$1,171.54	\$393.64	\$1,565.18	\$81,389.59	\$47.14	\$62.86	\$377.14	\$100.57
3	\$33.27	\$1,239.94	\$416.75	\$1,656.69	\$86,147.90	\$49.91	\$66.55	\$399.28	\$106.48
4	\$34.47	\$1,284.02	\$431.68	\$1,715.70	\$89,216.64	\$51.70	\$68.93	\$413.59	\$110.29
5	\$35.89	\$1,337.60	\$449.58	\$1,787.18	\$92,933.23	\$53.84	\$71.79	\$430.73	\$114.86
6	\$37.94	\$1,413.98	\$475.22	\$1,889.20	\$98,238.36	\$56.91	\$75.88	\$455.30	\$121.41