

**DRAPER'S CIVIL CONTRACTING ENTERPRISE AGREEMENT
2024 - 2027**

BETWEEN

DRAPER'S CIVIL CONSTRUCTING PTY LTD
AND
EMPLOYEES OF DRAPER'S CIVIL CONTRACTING PTY LTD

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PART 1 - APPLICATION & OPERATION OF AGREEMENT

1.1 TITLE

This agreement shall be known as the Draper's Civil Contracting Enterprise Agreement 2024 - 2027

1.2 APPLICATION

Subject to the provisions of clause 5.1 (classifications and wage rates) hereof, this agreement shall apply to the employment of persons engaged in or in connection with the industries or callings of:

The construction, repair, maintenance or demolition of:

- (a) Domestic subdivisions including individual cottage type housing inclusive of civil and/or mechanical engineering projects;
- (b) power transmission, light, television, radio, communication, radar, navigation, observation towers or structures;
- (c) power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries;
- (d) ports;
- (e) sports and/or entertainment complexes;
- (f) buildings and car parks;
- (g) railways, tramways, roads, freeways, causeways, aerodromes, drains, dams, weirs, bridges, overpasses, underpasses, channels, waterworks, pipe tracks, tunnels, water, gas and sewerage works, conduits, and all concrete work and preparation incidental thereto.

1.3 DATE OF OPERATION AND TERM OF AGREEMENT

This Agreement will commence operation on the seventh day after the day after the date of issue of the notice by the Fair Work Commission advising that the agreement has passed the Better Off Overall Test (or the agreement is varied and has passed the BOOT). The nominal expiry date for the agreement shall be 30th June 2027.

This agreement shall remain in place until replaced by a new agreement which has been agreed between the parties.

1.4 AREA OF OPERATION

This agreement shall apply to the operations of the company in the State of Victoria

1.5 PARTIES BOUND

This agreement shall be binding upon:

1.5.1 Draper's Civil Contracting Pty Ltd (ACN 006 741 288),

1.5.2 The employees of Draper's Civil Contracting Pty Ltd who perform duties prescribed in Clause 1.2 above.

1.6 RELATIONSHIP TO OTHER AWARDS AND AGREEMENTS

- 1.6.1 This agreement incorporates the Building and Construction General On-site Award 2020.
- 1.6.2 Where there is any inconsistency between this agreement and the award referred to in clause 1.6.1, then the NES will take precedence or prevail to the extent of any inconsistency with the Agreement.
- 1.6.3 This agreement shall supersede in full the Draper's Civil Contracting Pty Ltd Certified Agreement 2021 - 2024.

1.7 DEFINITIONS

- 1.7.1 "Agreement" means the Draper's Civil Contracting Enterprise Agreement 2024 - 2027.
- 1.7.2 "Commission" means Fair Work Commission.
- 1.7.3 "Company" or "Employer" means Draper's Civil Contracting Pty Ltd.
- 1.7.4 "Construction worker" means a person who works on a construction site as either a labourer or a plant operator.
- 1.7.5 "Employee representative" means a person or organisation an employee nominates as their representative.
- 1.7.6 "Crew Leader" means an employee who is required to supervise or direct or be in charge of another employee or other employees.
- 1.7.7 "Ordinary rate of pay" means the full-time weekly rate of pay divided by 38 hours.

PART 2 - OBJECTIVES AND COMMITMENTS

2.1 OBJECTIVES

The objectives of the parties under this agreement are:

- 2.1.1 To provide a foundation for good workplace relations through fair pay and conditions, productive work performance and a collaborative approach to resolving issues of concern.
- 2.1.2 To aim for the highest level of occupational health and safety standards in the construction industry.
- 2.1.3 To maintain and continuously improve quality assurance and environmental systems that improve the efficiency of our business and which meet our clients and the community's expectations.

2.2 COMMITMENT TO QUALITY, SAFETY AND THE ENVIRONMENT

2.2.1 Quality

All employees are required to actively participate in the development and operation of the Integrated Management Systems as appropriate to the role that they perform in the business.

2.2.2 Safety

- (a) The company aims to meet the highest level of occupational health and safety in the construction industry.
- (b) All employees must contribute by observing company safety policies and by providing input to help eliminate incidents that cause injury and loss.
- (c) Safety apparel issued to employees by the company must be worn in accordance with the manufacturers specifications and when directed.

2.2.3 The Environment

- (a) The parties to this agreement are committed in principle and practice to the protection of the environment. The development of environmentally sound construction practices and education programs to promote and manage these principles is of utmost priority.
- (b) The public image of the industry is to be promoted and maintained as an environmentally conscious group with practices that enhance and preserve our environment in the most economical manner.

2.3 INDIVIDUAL FLEXIBILITY

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

- (a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and

(b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

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

2.3.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- 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.

2.3.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 2.3.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.3.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

PART 3 - CONSULTATION AND SETTLEMENT OF DISPUTES

3.1 CONSULTIVE ARRANGEMENTS

3.1.1 This term applies if the employer:

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

Major change

3.1.2 For a major change referred to in paragraph 3.1.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 3.1.3 to 3.1.9 apply.

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

3.1.4 If:

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

the employer must recognise the representative.

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

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (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 discussion—provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

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

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

3.1.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 3.1.2(a) and subclauses 3.1.3 and 3.1.5 are taken not to apply.

3.1.9 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 employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

3.1.10 For a change referred to in paragraph 3.1.1 (b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 3.1.11 to 3.1.15 apply.

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

3.1.12 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 recognise the representative.

3.1.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:

- (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (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).
- 3.1.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 3.1.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 3.1.16 In this term:
- relevant employees* means the employees who may be affected by a change referred to in subclause (1).

3.2 DISPUTE RESOLUTION PROCEDURE

- 3.2.1 If a dispute relates to:
- (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- this term sets out procedures to settle the dispute.
- 3.2.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 3.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- 3.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 3.2.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

3.2.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

3.3 WORK FLEXIBILITY

All employees, regardless of their primary functions, will perform duties allocated to them for which they are competent/skilled or able to perform without jeopardising their safety or the safety of their workmates. Where this involves Higher Duties, and the classification rate is higher than the employee is currently on, the employee is to be paid at the higher classification rate for the duration that the higher duties are performed.

PART 4 - EMPLOYMENT RELATIONSHIP

4.1 EMPLOYMENT CATEGORIES

4.1.1 Full-time

Any employee not specifically engaged as being a casual employee is for all purposes of this agreement a full-time employee, unless otherwise specified in the agreement. A full-time employee is engaged to work 38 hours per week plus reasonable additional hours.

4.1.2 Casual

- (a) A casual employee is one engaged and paid as such.
- (b) A casual employee for working ordinary time shall be paid the ordinary rate of pay for each hour worked as prescribed by subclause 5.1 of this agreement, plus 25% as shown in the tables in clause 5.1.2.
- (c) A casual employee shall not be entitled to paid leave entitlements (e.g. annual leave, paid personal/carer's leave, paid compassionate leave, paid jury service) payment for public holidays not worked and payment of notice and redundancy prescribed by this agreement.

4.2 PROBATIONARY PERIOD

- 4.2.1 A probationary period of six months applies to all new full-time employees. This period is necessary to allow sufficient time for the company to assess the skills and performance of the employee.
- 4.2.2 During this period either party may terminate this contract for any reason by providing one week's notice to the other party.
- 4.2.3 On, or before, the expiration of the six-month probationary period the employer will assess the employee's suitability for permanent employment. At that time the employer will either confirm the employee's permanent employment status or terminate their employment contract.
- 4.2.4 Probationary employees will accrue all entitlements for the duration of the probationary period. Further, employees will be paid in accordance with their recognised and assessed skills and shall not be disadvantaged whilst on probation.

4.3 TERMINATION OF EMPLOYMENT

4.3.1 Notice of termination by company

- (a) In order to terminate the employment of an employee, the company must give to the employee, the following notice:

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

- (b) In addition to the notice in 4.3.1(a), employees over 45 years of age at the time of giving of the notice, with not less than two years service, are entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in 4.3.1 (a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice, the total wages an employee would have received in respect of the hours the employee would have worked had their employment not been terminated, including overtime, loadings, penalties, bonuses and allowances must be used, based on the previous 2 weeks wages.
- (e) The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time, or for a specific task or tasks.

4.3.3 Notice of termination by employee

The notice of termination required to be given by an employee shall be the same, as that required of a company, except that there is no additional notice based on the age of the employee concerned. If an employee fails to give notice the company has the

right to withhold moneys due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

4.3.4 Summary dismissal

The company has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this agreement are to be paid up to the time of dismissal only.

4.3.5 Abandonment of employment

(a) 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 shall be prima facie evidence that the employee has abandoned his/her employment.

(b) if within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of their employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

(c) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work, or the date of the last day's absence for which consent was granted or the date of the last absence in respect of which notice was given to the company, whichever is the later.

(d) Notice of termination and payment shall be in accordance with Clause 4.3.1, consistent with the National Employment Standards (NES). Clause 4.3.5 will not apply.

4.3.6 Loss of Validation of Licence / Certificates

(a) The employee must at the request of the employer, co-operate with the employer to provide proof of validation or license/certificates

(b) Employees have a duty to notify the company immediately in the event of cancellation or suspension of drivers license and/or OH & S certificates of competency required in the performance of their duties.

(c) The company will regard a failure to report cancellation or suspension of such licences or certificates as serious misconduct and, in accordance with clause 4.3.4, reserves the right to terminate without notice any employee who fails to declare such loss, with twenty-four (24) hours notice.

(d) Should either a license or certificate held by the employee be cancelled or suspended and the employee has notified the company in accordance with the paragraph above, all possible alternative employment options will be examined by the company. If no possible alternative employment options can be agreed upon, the company reserves the right to terminate the employment of the employee due to the loss of an essential qualification.

4.4 REDUNDANCY

4.4.1 Definition

Where a company had made a definite decision that the company no longer wishes the job the employee has been doing, done by anyone and this is not due to the

ordinary and customary turn-over of labour and that decision leads to the termination of employment of the employee.

4.3.1 Redundancy Policy

Subject to the terms and conditions of the Award, the criteria for terminating employees in a redundancy situation shall be:

- (a) All relevant legislation governing unfair dismissal, discrimination, etc. will be observed.
- (b) In determining which employee is to be retained in employment, the company will review what skill/classification needs it has and match those needs with skills possessed by the existing workforce.
- (c) Voluntary terminations will be considered.
- (d) All other things being equal, an employee's length of service with the company will be taken into account.

In the event of there being a dispute in relation to the application of this clause, the dispute resolution procedure in clause 3.3 shall apply.

4.4.2 Redundancy pay

A redundant employee shall receive redundancy payments, calculated as follows, in respect of the period of continuous service (as defined by this agreement) with his or her company.

Period of continuous service	Severance pay
Less than 1 year	1.75 hours per week of service
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- (a) "Weeks' pay" means the ordinary time rate of pay at the time of termination for the employee concerned.
- (b) Any period of service as a casual shall not entitle an employee to accrue service in accordance with this clause for that period.
- (c) Service as an apprentice will entitle an employee to accumulate credits towards the payment of a redundancy benefit in accordance with this clause if the employee completes an apprenticeship and remains in employment with that company for a further twelve months.

4.4.3 Transmission of business

- (a) Where a business is, before or after the date of this agreement, transmitted from a company (in this sub-clause called "the transmitter") to another company (in this sub-clause called the transmittee) and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:
- (i) The continuity or the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and
 - (ii) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In this sub-clause "company" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law. Transmitted has a corresponding meaning.

4.4.4 Alternative employment

The company, in a particular redundancy case, may make application to the Fair Work Commission to have the general severance pay prescription varied if the company obtains acceptable alternative employment for an employee.

PART 5 - WAGES AND RELATED MATTERS

5.1 CLASSIFICATIONS & WAGE RATES

5.1.1 Classification structure

The classification structure is detailed in Schedule A of this agreement.

5.1.2 Wage rates

Employees will receive wage increases commencing on the seventh day after the date of issue of the notice by Fair Work Australia. The percentage wage increases will be calculated on their current wage rates.

The percentage wage increases are:

- 4.0% on the first pay period under the agreement in 2024
- 4.0% on the first pay period after 30 June 2025
- 3.0% on the first pay period after 30 June 2026

All new staff employed by Draper's Civil Contracting Pty Ltd will commence at pay rates not less than the minimum pay rate as indicated by this agreement and/or the rates prescribed by the Australian Fair Pay Commission, as varied from time to time. These wage rates are detailed below.

Draper's Civil Contracting Pty Ltd Enterprise Agreement 2024-2027

The applicable minimum wage rates will apply from the first pay period under this Agreement.

Level	Ordinary Rate of Pay \$/hour including Allowances	Full-time Rate \$/week	Casual Rate \$/hour *
CW1	\$ 28.33	\$ 1,076.52	\$ 35.41
CW2	\$ 28.83	\$ 1,095.49	\$ 36.04
CW3	\$ 29.55	\$ 1,122.76	\$ 36.93
CW5	\$ 31.14	\$ 1,183.23	\$ 38.92
CW8	\$ 33.33	\$ 1,266.62	\$ 41.67
PCW1	\$ 29.69	\$ 1,128.30	\$ 37.12
PCW2	\$ 30.19	\$ 1,147.27	\$ 37.74
PCW3	\$ 30.90	\$ 1,174.14	\$ 38.62
PCW4	\$ 31.69	\$ 1,204.17	\$ 39.61
PCW5	\$ 32.50	\$ 1,235.00	\$ 40.63
PCW6	\$ 33.21	\$ 1,261.87	\$ 41.51
FO	\$ 27.19	\$ 1,033.05	\$ 33.98
FO1	\$ 28.39	\$ 1,078.90	\$ 35.49
FO2	\$ 32.17	\$ 1,222.35	\$ 40.21
FO3	\$ 35.15	\$ 1,335.78	\$ 43.94

**Note: Includes 25% Casual Loading*

Draper's Civil Contracting Pty Ltd Enterprise Agreement 2024-2027

The applicable minimum wage rates will increase by 4.0 percent on the 30/06/2025.

The rates of pay to apply from the first pay period after 30/06/2025 are:

Level	Ordinary Rate of Pay \$/hour including Allowances	Full-time Rate \$/week	Casual Rate \$/hour *
CW1	\$ 29.46	\$ 1,119.59	\$ 36.83
CW2	\$ 29.98	\$ 1,139.31	\$ 37.48
CW3	\$ 30.73	\$ 1,167.67	\$ 38.41
CW5	\$ 32.38	\$ 1,230.56	\$ 40.48
CW8	\$ 34.67	\$ 1,317.28	\$ 43.33
PCW1	\$ 30.88	\$ 1,173.43	\$ 38.60
PCW2	\$ 31.40	\$ 1,193.16	\$ 39.25
PCW3	\$ 32.13	\$ 1,221.10	\$ 40.17
PCW4	\$ 32.96	\$ 1,252.34	\$ 41.20
PCW5	\$ 33.80	\$ 1,284.40	\$ 42.25
PCW6	\$ 34.54	\$ 1,312.35	\$ 43.17
FO	\$ 28.27	\$ 1,074.37	\$ 35.34
FO1	\$ 29.53	\$ 1,122.05	\$ 36.91
FO2	\$ 33.45	\$ 1,271.25	\$ 41.82
FO3	\$ 36.56	\$ 1,389.21	\$ 45.70

****Note: Includes 25% Casual Loading***

Draper's Civil Contracting Pty Ltd Enterprise Agreement 2024-2027

The applicable minimum wage rates will increase by 3.0 percent on 30/06/2026.

The rates of pay to apply from the first pay period after 30/06/2026 are:

Level	Ordinary Rate of Pay \$/hour including Allowances	Full-time Rate \$/week	Casual Rate \$/hour *
CW1	\$ 30.35	\$ 1,153.17	\$ 37.93
CW2	\$ 30.88	\$ 1,173.49	\$ 38.60
CW3	\$ 31.65	\$ 1,202.70	\$ 39.56
CW5	\$ 33.35	\$ 1,267.47	\$ 41.69
CW8	\$ 35.71	\$ 1,356.80	\$ 44.63
PCW1	\$ 31.81	\$ 1,208.63	\$ 39.76
PCW2	\$ 32.34	\$ 1,228.95	\$ 40.43
PCW3	\$ 33.10	\$ 1,257.74	\$ 41.37
PCW4	\$ 33.95	\$ 1,289.91	\$ 42.43
PCW5	\$ 34.81	\$ 1,322.93	\$ 43.52
PCW6	\$ 35.57	\$ 1,351.72	\$ 44.46
FO	\$ 29.12	\$ 1,106.61	\$ 36.40
FO1	\$ 30.41	\$ 1,155.71	\$ 38.02
FO2	\$ 34.46	\$ 1,309.39	\$ 43.07
FO3	\$ 37.65	\$ 1,430.88	\$ 47.07

**Note: Includes 25% Casual Loading*

No employee is to be worse off after the commencement of this agreement.

5.2 LEARNING (TRAINING)

Each employee will be given the opportunity to participate in training as required.

Management or their nominee, in consultation with the relevant employee or employees will determine nomination of a specific training course. The employees agree to participate in good faith in nominated training courses and specific learning programs determined by the company.

Where the company determines a priority and implements a company specific learning program, that program will be conducted in normal working hours and at company expense.

Where the successful completion of a course requires on-the-job experience, the company will endeavour to provide that experience component within an agreed time frame. The parties will accept that the experience component is subject to that work being available within the company's range of projects.

Any cost associated with the undertaking of the nominated course will be met by the company upon successful completion of the course and subject to satisfactory attendance and performance.

Management, in consultation with employee's representatives, will assist in identifying general training requirements and specific skill-based training as part of career planning and in accordance with the requirements of award based skill classification structure.

Employees will be required to reimburse to the Company 50% of the total cost of any Initial Certified training arranged for the employee and paid for by the Company should the employee elect to terminate their employment within six months of having received such training. The total cost is inclusive of the course fees and the respective employees wages for the duration of the course. Reimbursement of costs will not apply to refresher courses. Where reimbursable, the employee may elect to pay costs in cash or to have it taken from balance of entitlements owing to the employee at the time of termination.

A trainee whilst undergoing training under the Civil Construction Traineeship shall be paid at 68% of the Level – CW1 wage classification during training in year 1, 78% in year 2 and 90% in year 3.

Any apprentice employed by Draper's Civil Contracting P/L would be deemed equivalent to a traineeship under this Clause 5.2 Learning (Training).

5.3 PAYMENT OF WAGES

5.3.1 Method of payment

Employees shall be paid their wages by Electronic Funds Transfer.

5.3.2 Time of payment

- (a) Wages shall be paid on Tuesday of each week. New employees will be paid on the same basis as current employees working at the same job location.
- (b) In any week on which a holiday falls on a Monday or Tuesday, wages shall be paid on the following Wednesday.
- (c) Nothing shall prevent any alternative mutual arrangement between a company and an employee.

5.3.3 Payment on termination

When notice is given in accordance with clause 4.3 of this agreement, all monies due to the employee pursuant to this agreement shall be paid at the time of termination.

Where this is not practicable, the company shall at the next regular payday, either transmit by electronic banking direct to the employee's nominated bank account, or send by registered post to the employee's home address, all monies due.

5.3.4 Wage particulars

Particulars of details of payment to each employee shall be included on the envelope enclosing the payment, or in a statement handed or emailed to the employee at the time payment is made and shall be in accordance with the Fair Work Act.

5.3.5 Time and wages records

The company will keep a time and wages record showing the name of each employee, the classification of each employee, the hours worked each day, the location of the work place and the wages and allowances paid each week.

5.4 ALLOWANCES

5.4.1 Crew Leader

- (a) A person appointed to be acting Crew Leader (as defined), in the absence of the specifically appointed Crew Leader, shall be paid at the rate of the undermentioned amounts above the rates of the highest classification supervised, or their own rate, whichever is the highest in accordance with the number of persons in his/her charge.

	Per week \$
(i) In charge of not more than 1 person	\$19.00
(ii) In charge of 2 and not more than 5 persons	\$38.00
(iii) In charge of 6 and not more than 10 persons	\$57.00
(iv) In charge of more than 10 persons	\$76.00

5.4.2 Car usage allowance

Where an employee, with the approval from the employer, uses their own vehicle to transport or tow company equipment during work hours, a car use allowance of \$18 per day will be paid to the employee, in addition to the amount being payable for fares and travelling.

5.4.3 Meal allowance

Where an employee on a particular working day works more than two hours of overtime, they shall be entitled to a meal allowance of \$20.00

5.4.4 Relevant Industry Allowances

The following Relevant Industry Allowances have been included in all the Ordinary Rates of Pay – refer to the tables in Clause 5.1.2 Wage Rates:

- Industry Allowance
- Laser Safety Officer
- First Aid
- Confined Space
- Wet Work
- Live Sewer
- Hydraulic Hammer

All other relevant allowances will be paid as per the award.

5.5 FARES AND TRAVELLING ALLOWANCE

5.5.1 Fares and Travel

To accommodate the current possible future expansion of the business, the radial area for payment of travel allowance is to be classified as within 50km of central yard.

Travel allowance shall be paid initially at the rate of \$26.50 per day worked, then increased as follows

- \$27.00 on the first pay period after 30th June 2025
- \$27.50 on the first pay period after 30th June 2026

Transfer during working hours – \$1.00 per km

Provision of transport

Provision of a fully serviced roadworthy motor vehicle in accordance with clause 5.5.3 of the agreement shall be deemed to be in lieu of the above allowance.

Note: Travel allowance only applicable if employee is requested to use their own vehicle to travel to a work site, otherwise company vehicles will be supplied to travel from company premises to work sites on company time.

5.5.2 Employees with Company Vehicles

This clause applies to employees who are supplied with a fully fuelled, serviced, maintained and insured Company Vehicle. These employees are generally required to start on every work site at the designated time, as directed by Management, which is usually 7:00am.

Plant Operators are expected to refuel machinery at the end of each day's work in readiness for the next day. This is particularly critical where trucks are on hire. In this instance, Plant Operators will be required to start on site at the designated time (ie7:00am). That is, the operator is to be in a position to start loading the trucks at the designated start time (ie7:00am).

All employees provided with a Company Vehicle will be required to sign a Company Vehicle Policy. Failure to do so may result in removal of the privilege and disciplinary action.

5.5.3 Travel outside radial areas

Employees starting from the central yard and required to work more than the standard 8 hours when travelling outside the 50km radius, within 1 day, will be paid overtime rates as per Clause 6.3.

PART 6 - HOURS OF WORK, ROSTERED DAYS OFF AND OVERTIME

6.1 HOURS OF WORK

- 6.1.1 The ordinary hours of work under this agreement shall notionally be 38 per week, worked between the spread of hours of 6am and 6pm Monday to Friday, in accordance with clause 6.2.1
- 6.1.2 The employer has the right to alter start and finish times within the spread of ordinary daily hours of 6am to 6pm to enable later starts in winter and earlier starts during some months of summer and during expected periods of inclement weather. The start time during the winter months will be no earlier than 7.30am based on the safety and productivity of each work site. The start hours will change nominally from the 1st June until the 30th August unless directed otherwise.
- 6.1.3 Prior to the employer so altering the start and finish times it shall, by consultation with affected employees:
- (a) Provide not less than eighteen hours' notice to affected employees of the change to start and finish times.
 - (b) Provide an opportunity to affected employees to advise of individual, personal or family circumstances relevant to said change and shall consider any such advice from affected employees.
 - (c) Have regard to its obligations to provide a safe and healthy workplace and
 - (d) Have regard to the intention of avoiding excessive overtime.
- 6.1.4 The parties agree that, in the case of special circumstances arising, the employer may seek negotiations with the employees and their representatives concerning further variation of the hours of work provisions on a specific project or process and, that, in such cases, the provisions of Clause 3.1.10 to 3.1.16 shall apply.

6.2 WORK CYCLES AND ACCRUED DAYS OFF

- 6.2.1 The ordinary working hours shall be worked in a 20 day-4 week cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days and with 0.4 of an hour on each of those days accruing towards the 20th day, which shall be taken as a paid day off. The 20th day of that cycle shall be known as the Accrued Day Off (ADO) and shall be taken as outlined in 6.2.2 to 6.2.5 hereof.
- 6.2.2 An ADO shall generally be taken on the fourth Monday in each four-week cycle or as otherwise mutually agreed between Management and Employees. In this regard, the parties agree to meet in December of each year of this agreement in order to establish a calendar of ADO's for the following year.
- 6.2.3 Each day of paid leave taken and any holiday (as prescribed in clause 41 – Public Holidays – of the award), occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 6.2.4 Upon commencement of employment, employees who have not worked, or who are

not regarded by reason of paragraph 6.2.1 hereof as having worked a complete twenty (20) day/four (4) week cycle, shall receive pro-rata accrual entitlement for the first ADO or group of ADO's falling after their commencement of employment. Thereafter, for the duration of employment with that employer, ADO's will be paid in full as they occur.

- 6.2.5 Upon termination of employment, an adjustment will be made to ensure that the full ADO entitlement, and no more, has been provided. This means that employees then having received more ADO's than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full ADO entitlement will have the outstanding amount added to final termination payments.
- 6.2.6 The ADO can be changed by agreement with the individual concerned. At least 24hours notice is required.

6.3 OVERTIME

6.3.1 Weekdays

Overtime worked on weekdays will be paid at the rate of time and one half of ordinary time rates for the first two hours and double time thereafter.

6.3.2 Saturdays, Sundays and Public Holidays

- (a) Overtime worked on a Saturday will be paid for at the rate of time and one half ordinary time rates for the first two hours and double ordinary time rates thereafter.
- (b) Overtime worked on a Sunday will be paid at double time.
- (c) Overtime worked on a public holiday will be paid at double time and a half
- (d) Minimum payment for working on Saturday, Sunday or a public holiday is 4 hours at the applicable rate as per (a) to (c) above.
- (e) An unpaid meal break of 30 minutes and a paid crib time of 20 minutes (payable at the applicable overtime rate) are to be observed just as they are on any working day.

6.3.3 Call outs

Call outs are payable as overtime in accordance with Clauses 6.3.1 and 6.3.2 with the qualification that the minimum payment provision at 6.3.2(d) applies only to the first callout on any day and any subsequent call outs are payable only in relation to the actual time worked.

6.3.4 Rest period after overtime duty

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, such that they have not had at least ten consecutive hours off duty between those times, shall, subject to this clause, be released after completion

of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instructions of their company, such an employee resumes or continues work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.4 BREAKS AND MEALS

6.4.1 Meal breaks

On each day worked, there shall be a cessation of work of not more than 45 minutes but not less than 30 minutes duration for workers to take an unpaid meal break, within 5 hours of commencement of work.

6.4.2 Rest breaks

- (a) One morning tea break of 20 minutes duration shall be allowed to employees without deduction of pay on each day or shift.
- (b) The time for taking the tea break shall be set by agreement between the company and employees concerned.

6.4.3 Variation of breaks

The duration of any break prescribed by this clause may be varied by agreement between the company and employees concerned, provided that the company shall not be required to pay for any such variation.

6.5 SHIFT WORK

Shift work is to be administered in accordance with the Award. Refer to Building and Construction General On-site Award 2020

6.5.1 Definitions

- (a) Night Shift – means a shift starting at or after 8:00pm and before 6:00am

6.5.2 Rates & Breaks

- (b) When an employee is employed continuously (inclusive of public holidays) for 5-night shifts Monday to Friday, the following rates will apply:
- Night shift
 - 150% of the ordinary hourly rate for the first 8 hours
 - 200% of the ordinary hourly rate after 8 hours continuous work
- (c) An employee must have a minimum 10-hour break before their next shift

PART 7 - INCLEMENT WEATHER

7.1 INCLEMENT WEATHER

7.1.1 This Inclement Weather clause sets out the full rights, obligations and entitlements of the parties and establishes the conditions under which payment for periods of inclement weather shall be made. The parties agree that all necessary steps shall be taken to ensure a full working understanding of the inclement weather clause, as contained in this Agreement, is achieved and maintained. This Inclement Weather clause is to be read and observed in lieu of the provisions of the award.

7.1.2 Definition – Inclement Weather

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

7.1.3 Restriction of payment

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job until the provisions set out in this clause have been observed.

Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate agreement provisions, regardless that some employees may be entitled to cease work due to inclement weather.

Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the employee and where necessary, the nominated Representatives and Site Management.

7.1.4 Hot Weather Guidelines

Consultation regarding the need to plan and perform work during expected periods of hot weather will occur to ensure there is appropriate consideration of Occupational Health and Safety issues. As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of the formal OH&S procedures developed, adopted and managed on a project basis having regard for the different conditions that may prevail on projects in various locations.

Typical Draper Construction work practices will be employed up to a temperature of 35°C.

If the temperature reaches 35°C, site-based consultation shall take place within 30 minutes of temperature reaching same. This consultation will include the employees and/or nominated employee representatives, Site Management, and if required, Management. The purpose of the meeting is to discuss and agree on a process moving forward. That is, transfer of employee/s to another site where considered practical and reasonable, allocation of alternate work duties where considered practical and reasonable or remain on site.

Between the temperatures of 35 and 37 degrees C a ten-minute rest break per hour will be taken by employees directly affected. If the temperature reaches 37 degrees C, there is to be cessation of work.

Work however, will not cease and no employee is to leave site until the Site Manager has consulted with staff on site and the job site has been left in a safe and satisfactory condition.

In addition to the above, control measures including air-conditioned amenities and access to cool drinking water shall be progressively implemented to minimise the risk to employee/s health and safety.

During periods of hot weather, work in air-conditioned plant shall continue, subject to amenities being located adjacent to or within a reasonable distance from the work area.

7.1.5 Temperature Measurement

For the purpose of measuring temperature, the two local BOM weather stations will be utilised. For sites south of the Barwon River, Geelong Racecourse Station and for sites north of the Barwon River, Avalon Station.

If through consultation between employees, Site Management and Management it is deemed that the temperature on site is clearly less than the temperature recorded at the relevant measuring station, and reference to a site-based thermometer confirms same, then works will continue on that site.

7.1.6 Interpretation & Application of Guidelines

It is jointly agreed that employee representative/s and management are empowered to implement the guidelines as per the scope provided.

It is jointly agreed that refresher training to explain the interpretation and application of the inclement weather clauses is to be conducted to ensure correct use.

If the guidelines are not followed, the employer will not be required to pay for lost time through inclement weather.

7.1.7 **Transfers**

The employees on any site or section of a site affected by inclement weather may, as a result of site-based discussions, be transferred to another site or section of a site or to the central yard for productive work including training.

Management will take a reasonable approach when requiring employees to transfer from site to site or back to the central yard. This shall include considering the distance to be travelled and the time of the day. Site based discussions will determine when the transfer of employees from site to site or back to the central yard is appropriate or when works on each affected site should cease.

7.1.8 **Completion of Concrete Pours and Similar Activities including Emergency Work**

- (a) Except as provided in this sub-clause an employee shall not work or be required to work in the rain.
- (b) Employees shall not be required to start a concrete pour or similar activity which cannot be easily halted in the event of inclement weather. ie pipeline crossing of existing road or Gas Mains Renewal work
- (c) Where a concrete pour or similar activity as described in (b) above has been commenced prior to the commencement of a period of inclement weather, employees will be required to complete such concrete pour or similar activity to a safe and practical stage, and in the case of wet weather, shall be provided with adequate wet weather gear.
- (d) If an employee's clothes become wet as a result of working in the rain, to complete an activity as described in (b) above, the employee shall, unless the employee has a change of dry working clothes available, be allowed to go home without loss of pay.
- (e) The provisions hereof shall also apply in the case of emergency work where the employees concerned, and their Site Manager agree that the work is of an emergency nature and can start and/or proceed.

7.1.9 **Safety**

- (a) Where an employee is prevented from working at the employee's particular site as a result of unsafe conditions caused by the inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of the employees' inclement weather entitlement.
- (b) It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the Employee or Nominated Representative/s and Site Management.

7.1.10 **Wet Weather**

Where a particular site is affected by rain for more than an accumulated total of four hours of ordinary time in any one day, and upon consultation with the Site Manager and Management, employees will be allowed to go home for the remainder of the day without loss of pay.

Employees operating plant and equipment with fully enclosed cabins may, at the Site Managers or Managements discretion, be asked to continue operations provided that works can be undertaken in a safe manner.

Employees may be requested to work in the rain in an effort to make the job safe prior to ceasing work under and in accordance with this clause.

PART 8 - LEAVE

8.1 ANNUAL LEAVE

Full-time employees are entitled to 4 weeks (20 days) off paid Annual Leave accruing pro rata by pay period.

Employees are expected to provide reasonable notice of their intention to take annual leave and approval is subject to work requirements at the time. In this regard, due consideration needs to be paid to the seasonal fluctuations of the business and leave arrangements will generally be structured to account for these.

Employees are expected to utilise Annual Leave within 12 months of it accruing.

The employee will be entitled to 17.5% Annual Leave Loading.

Compulsory annual leave is to be taken by all employees during the Christmas holiday shutdown period. This period commences a few days before Christmas and is typically for a duration of two weeks.

Employees are permitted to take annual leave at any time of the year. Any request for annual leave is to be submitted in writing to Management for consideration. A request for annual leave may be denied due to other employees with similar skills already having booked leave for that period.

An employee may elect to cash in part of their annual leave entitlement by voluntary notice in writing provided that:

- The employee has had at least two weeks off on annual leave in the previous period of 12 months and;
- After cashing in the annual leave, the employee retains a balance of at least 4 weeks of annual leave

8.2 PERSONAL (SICK and CARER'S) LEAVE

Personal Leave is to be used in situations where an employee is unable to attend for work due to personal injury or illness (Sick Leave) or due to the need to care for or support a member of the Employee's immediate family or household because of a personal illness or injury of the member or an unexpected emergency affecting the member (Carer's Leave).

The following are members of an employee's immediate family:

- a spouse, de facto partner, child, partner, parent, grandparent, grandchild or sibling of the employee; and
- a child, parent, grandparent, grandchild or sibling of a spouse of the employee provided that:
 - spouse includes a former spouse, a de facto spouse and a former de facto spouse
 - de facto partner means a person who lives with the employee as the employee's husband or wife on a genuine domestic basis although not legally married to the employee and
 - child includes an adopted child, a stepchild, an ex-nuptial child and an adult child.

Full-time employees are entitled to 10 days of paid Personal Leave per annum accruing pro rata by pay period with any unused portion accumulating from one year to the next.

Part-time employees accrue paid Personal Leave on a pro rata basis.

Casual employees are not entitled to paid Personal Leave.

In circumstances where an Employee has exhausted the paid Personal Leave entitlement, an additional two days of unpaid Carer's Leave may be granted for each occasion on which an Employee is unable to attend work due to the need to care for an ill or injured family or household member. This does not accumulate. This provision also applies to a casual employee.

The Employee is required to notify the Company prior to their scheduled starting time on any day that they are unable to attend for work.

The Company may require an employee to provide satisfactory evidence of incapacity for work which would satisfy a reasonable person for absences in excess of one day or absences either side of a weekend or a public holiday.

Unused Personal Leave is not paid out on termination of employment.

8.3 COMPASSIONATE LEAVE

Employees shall be entitled to up to 2 days of paid leave upon the death or threat to life of a member of the Employee's immediate family or household.

The Company may require the Employee to provide evidence of the requirement to take Compassionate Leave.

8.4 COMMUNITY SERVICE LEAVE

An employee (other than a casual) called for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid by the Court and the amount of ordinary rate earnings he/she would have received for the ordinary time hours expended at the Court to a maximum of 10 days entitlement. The employee will provide the Company with proof of attendance, duration of attendance and amount received in respect thereof.

Employees, including casual employees, are entitled to be absent from work for the purpose of performing a 'voluntary emergency management activity'.

An employee engages in a voluntary emergency management activity only if they:

- engage in an activity that involves dealing with an emergency or natural disaster;

- the employee engages in the activity on a voluntary basis;
- the employee is a member of, or has a member-like association with, a ‘recognised emergency management body’ and either:
 - the employee was requested by or on behalf of the body to engage in the activity or
 - no such request was made, but it would be reasonable to expect that if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

An employee may be requested to provide evidence that would satisfy a reasonable person that the employee is entitled to this leave and must comply with this request.

8.5 PARENTAL LEAVE

In accordance with the provisions of the Fair Work Act 2009, an employee may be eligible for the grant of up to 52 weeks of unpaid Parental (Maternity, Paternity or Adoption) Leave.

To be eligible, an employee must have completed 12 months service with the Employer and be subject to the circumstances prescribed in the relevant provisions of the Fair Work Act 2009.

Entitlements to Personal leave, Annual Leave and long service leave will not accrue while on unpaid parental leave.

8.6 PUBLIC HOLIDAYS AND HOLIDAY WORK

8.6.1 Public holidays

The following days are appointed as public holidays:

- (a) New Year's Day or the day after New Year's Day when New Year's Day is a Sunday,
- (b) 26 January (Australia Day), or the following Monday when Australia Day falls on a weekend.
- (c) The second Monday in March (Labour Day),
- (d) Good Friday,
- (e) Easter Monday,
- (f) 25 April (Anzac Day),
- (g) The second Monday in June (Queen's Birthday),
- (h) Friday before the AFL Grand Final
- (i) Melbourne Cup Day,
- (j) Christmas Day, and
- (k) The day after Christmas Day (Boxing Day) or the following Monday when Boxing Day is a Sunday.

8.6.2 Work on a public holiday

- (a) All work performed on any of the proclaimed holidays in this clause shall be paid for at the rate of double time and one half the ordinary rate of pay.
- (b) An employee required to work on a public holiday shall be afforded a minimum four hours work or paid for four hours at the appropriate rate.

PART 9 - OTHER MATTERS

9.1 ON-SITE WORK

Commercial / Industrial and Civil Construction Sites

In the event of employees of the company employed under this agreement being required to work on sites covered by Enterprise Bargaining Agreements with a scope and application relevant to Commercial/Industrial sites, the terms and conditions of the relevant Site Enterprise Agreement ie CFMEU EBA will apply provided that the Company itself receives payment on the basis of those terms and conditions applying.

9.2 OCCUPATIONAL HEALTH & SAFETY

Company Policy

The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the proper use of all personal safety equipment/clothing and to the safety and good health of all employees. To facilitate this, it is provided that:

- It is the company's obligation to provide a safe and healthy workplace.
- Any worker becoming aware of a situation, which is unsafe, is responsible for immediately reporting the information to his or her Site Manager / Management or other appropriate representative of the company.
- Issued and employee owned safety equipment, clothing and footwear must be used and worn in the manner intended.
- Employees who do not wear the required safety equipment, clothing and footwear when required to do so will receive one written warning, after which they may be summarily dismissed if they do not comply with the Company's Policy.

9.2.1 General

The parties are committed to meeting the highest standard of Occupational Health and Safety standards in the construction industry. The employees are required to contribute to workplace safety through compliance with all work instructions and safety policies issued from time to time.

The company is committed to achieve the goal of an Accident Frequency Rate for Lost Time Injuries of ZERO.

Safety Committee will be established. Detailed minutes are to be maintained and copies made available to all employees. Meetings will be held during working hours.

Employees are expected to contribute to workplace safety through the above mechanism and by compliance with the Company's Safety Policies.

9.2.2 Incident Reporting

Employees are expected to fully comply with the company's Incident Reporting requirements including near miss reporting, quality, vehicle accidents, plant issues and customer complaints.

Safety Issue Settlement Procedure

- (a) Where an immediate risk to safety is identified and deemed serious enough to warrant cessation of work, operations will cease in the affected area only and continue normally in all other areas.
- (b) Personnel in the affected zone will be relocated to areas where work can continue without risk.
- (c) Personnel required to perform rectification work will be afforded all due care and protection.
- (d) Where a safety risk is deemed hazardous so as to affect the entire project, employees shall not leave site unless an emergency exists.
- (e) Inspections shall be conducted jointly by Management, employee representatives, Safety Committee, and, if necessary, statutory or local authority inspectors.
- (f) Management, in consultation with the Safety Committee, will prioritise areas to be inspected and rectified.
- (g) Areas agreed by the parties to be safe, will be progressively opened for productive work.

9.2.3 Drugs & Alcohol

- (a) Employees are required to be familiar and comply with the company's Drug & Alcohol Policy.
- (b) Employees are required to attend work on time and in a fit state to carry out duties in a safe manner. Under no circumstances will any Employee affected by alcohol and/or drugs be permitted to work. Employees affected by alcohol and/or drugs are a safety hazard to themselves and all others present at the worksite and will be subject to appropriate disciplinary proceedings which may result in the employee's termination.
- (c) The Company will conduct drug and alcohol testing as per our occupational health and safety policies and procedures. Employees are required to cooperate with testing regimes implemented by the Company and/or its customers in relation to any projects on which they work.

9.2.4 Environment

The parties to this agreement acknowledge the company's environmental policy and will develop a co-operative approach to pursuing these objectives.

9.2.5 Protective equipment

The company will provide all employees with the following protective equipment:

- (a) Hard hat,
- (b) Safety jacket,
- (c) Ear muffs or earplugs,
- (d) Safety glasses,

- (e) Sun screen,
- (f) Safety footwear when steel capped work boots are not appropriate, and
- (g) Other protective equipment as deemed appropriate.

9.2.6 Protective clothing

The company will provide all employees with the following protective clothing on a wear out basis:

- (a) Two Hard Yakka work shirts – or equivalent.
- (b) Two pairs of Hard Yakka Trousers – or equivalent.
- (c) Two Hard Yakka Crew Neck Jumpers.
- (d) Steel capped work boots up to the value of \$150.00 (GST Inclusive).
Employees have the option to purchase more expensive boots so long as they meet company PPE requirements. In this instance, the company will reimburse the employee \$150.00 (GST Inclusive) upon the employee furnishing a valid receipt for same to the company.
- (e) One Reflective DNC Brand Wind Jacket or equivalent

9.2.7 Operation of Plant and Equipment

It is understood that at all times, plant and equipment shall only be operated either by employees who hold the appropriate certificate of competency, as approved by the company, or competent persons falling within the guidelines of the plant and safety regulations, as approved by the company.

The company shall ensure that all plant and equipment is safe to operate for daily use.

The company will provide adequate training to ensure that all employees are fully conversant with the safe operating procedures of all plant and equipment to be operated by them.

The employees agree to undertake training programs established by the company to broaden their knowledge in relation to the above and on all aspects of their scope of works.

9.3 ON SITE AMENITIES

The company shall, at all times, exercise its obligations under the Victorian Occupational Health and Safety Act 2004 regarding the provision of acceptable and reasonable facilities and amenities at all site locations.

The company shall in the day to day management of such facilities and amenities, adopt the provisions of the following Guidelines and Codes of Practice;

- Worksafe Vic Compliance Code: Facilities in Construction – March 2018
- Worksafe Vic Industry Standard: Civil Construction, a guide to managing safety – June 2017

The adequacy and suitability of facilities and amenities at each work site shall be determined by the Project Manager, based on consultation and agreement with the site safety representative and/or the recommendations of the Safety Committee.

9.4 SUPERANNUATION

The company in accordance with the requirements of the Superannuation Guarantee Act shall make superannuation contributions. Contributions will be made to any fund agreed to by the employer and employees. There is also a provision to allow employees to Salary Sacrifice and/or make Additional Superannuation Contributions.

9.5 LONG SERVICE LEAVE

All employees shall be registered with CoINVEST and the terms of CoINVEST must be abided by.

9.6 LIVING AWAY FROM HOME – DISTANCE WORK

Where an employee is required to work at a distant location such that they cannot return home each night, and the employee does not return home, will be entitled to one of the following entitlements:

- The Company will provide suitable accommodation together with a Meal Allowance \$80/day
- Be paid a living away from home allowance of \$160 / day for accommodation and meals.

9.7 JOURNEY INSURANCE

The company will provide all employees covered by this agreement with journey insurance to cover their travel to and from work.

9.8 AGREEMENT TO CONTINUE IF NOT REPLACED

- The parties agree that negotiations to review this agreement will commence three months prior to its expiration.
- This agreement shall continue until replaced by another agreement, which is to be ratified by the appropriate statutory body.

9.9 COMMITMENT TO THE AGREEMENT

This agreement shall not operate to cause any employee to be worse off. No employee shall suffer a reduction in their wage rate as a result of this agreement.

PART 10 - SCHEDULES**10.1 SCHEDULE A - CLASSIFICATION STRUCTURE**

Plant Description	Plant Size Cat Equivalent	Employee Classification
Rollers	0 to 5T 5 to 10T 10t up	PCW2 PCW3 PCW4
Compactors	Cat 815F Cat 825F	PCW5 PCW6
Excavators	0 to 16T 17 to 25T 26 to 65T	PCW4 PCW5 PCW6
Backhoes	Cat 432/Case 580SK Cat 438/Case 590SK	PCW4 PCW5
Skid Steer	Cat 216 to Cat 248	PCW4
Wheel Loaders	Volvo L30 Cat 918/Cat 914 Cat 928/Cat 924 Cat 936/Komatsu WA150 Case 621/Komatsu WA200 Cat 938 to 972	PCW3 PCW4 PCW4 PCW4 PCW4 PCW5
Graders	Cat 12G Cat 12H	PCW5 PCW5
Scrapers	Cat 613 to Cat 615 Cat 627 - Cat 631	PCW4 PCW5
Trucks	0 to 60T	PCW4
Labourers	General Skilled Trade Skilled – Two man Crew Trade (Crew Leader).	CW1 CW2 CW3 CW5 CW8

10.2 SCHEDULE B – GAS CLASSIFICATIONS

FO	<ul style="list-style-type: none"> • Works under direct supervision of FO1 or Higher • Apply safe work procedures in the Workplace • Work with a team • Use small plant, equipment and tools • Undertake specific training for advancement to FO1
FO1	<ul style="list-style-type: none"> • Under supervision of FO2 or higher. • New mains and services construction • Read and interpret plans • Butt Fusion • Saddle Fusion • Electro Fusion • Medium Rigid Truck License • Use small plant, equipment and tools •
FO2	<ul style="list-style-type: none"> • Able to instruct and supervise up to 3 personnel • New mains and services construction • Mains and service renewal construction • Butt Fusion • Saddle Fusion • Electro Fusion • Large diameter > 180mm • Bag tube, multiple stop off & bypasses • Refix relight • Gas escape management • Medium rigid truck licenses • Excavator/loader/backhoe licenses •
FO3	<ul style="list-style-type: none"> • Able to instruct and supervise up to 5 personnel • Manage on site works • Manage on site safety • Commission/Decommission Pipelines • New mains and services construction • Mains and service renewal construction • Butt Fusion • Saddle Fusion • Electro Fusion • Large diameter > 180mm • Bag tube, multiple stop off & bypasses • Refix relight • Gas escape management • Medium Rigid Truck Licence • Excavator/Loader/Backhoe Licences

10.3 ENDORSEMENT

The contents and spirit of this agreement are endorsed and supported by the employees and management of Draper's Civil Contracting Pty Ltd:

Draper's Civil Contracting Pty Ltd

Employer Representative:

Signature

Name: Matthew Jackman
Position: Joint General Manager
Authority
to sign: Under General Power of Attorney by Company



Address: 54-56 Leather Street
Breakwater VIC 3219

Date 29 / 08 / 2024

Draper's Civil Contracting Pty Ltd

Employee Representative:

Signature

Name: Simon Butler
Position: Crew Leader – Maintenance
Authority
to sign: Draper's Employee under current EBA
Nominated by fellow employee to be
Enterprise Bargaining Agreement
Employee Representative



Address: 54-56 Leather Street
Breakwater VIC 3219

Date 29 / 08 / 2024