



FULTON HOGAN QUARRIES PTY LTD
VICTORIAN QUARRY DIVISION
ENTERPRISE AGREEMENT 2025

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1. TITLE

This agreement shall be known as the Fulton Hogan Quarries Pty Ltd Victorian Quarry Division Enterprise Agreement (“Agreement”) 2025.

2. AREA AND SCOPE

This Agreement shall apply throughout the State of Victoria to Fulton Hogan Quarries Pty Ltd (ABN 16 004 475 076 / ACN 004 475 076) and to employees of Fulton Hogan engaged in classifications covered by Appendix A of this Agreement and engaged to work in Quarry sites in Victoria.

3. PARTIES COVERED BY THE AGREEMENT

This agreement covers:

- Fulton Hogan Quarries Pty Ltd, (ABN 16 004 475 076 / ACN 004 475 076);
- Fulton Hogan employees engaged in classifications covered by Appendix A of this Agreement and engaged to work in Quarry sites in Victoria.

Fulton Hogan Quarries Pty Ltd shall be known as Fulton Hogan in this agreement.

4. NATIONAL EMPLOYMENT STANDARDS

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

5. OBJECTIVES OF AGREEMENT

It is the objective of the parties to this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which improve the efficiency and productivity of Fulton Hogan, enhances skills and job satisfaction and assists positively towards ensuring that Fulton Hogan becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- The continued improved efficiency and productivity of the enterprise by ensuring that management and labour practices are more closely attuned to the current and future needs and objectives of Fulton Hogan.
- The creation of a quality environment which is conducive to a flexible work organisation, well placed to meet changing markets and technology.
- A climate which provides support for individuals to enhance their existing skills and develop a broader range of skills thereby providing prospects for higher rewards.
- Making Fulton Hogan a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.
- The development of a stable and safe working environment where all employees are committed to participating in an ongoing process of change.
- The fostering of an environment in which employees care about their work and take pride in their contribution.
- An open consultative approach to dispute resolution.

6. ENTERPRISE FLEXIBILITY

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, workplace flexibility will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for employees to perform a wider range of tasks and participate in additional training where required.

The following principles apply:

- Employees will perform such work as is required of them by Fulton Hogan and will accept instructions and direction from authorised personnel.
- Employees will take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the employee.
- In keeping with the intent of this clause, all employees, subject to this Agreement will become fully conversant with the operation and usage of all relevant technology in their work area including (but not limited to) all systems of work and machinery.

7. WORKPLACE DELEGATES RIGHTS

Workplace delegate rights shall be as per the relevant clause in the applicable Modern Award.

8. CONSULTATION TERM

8 (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

8 (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.

8 (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

8 (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.

8 (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.
- 8 (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8 (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8 (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- 8 (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

- 8 (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.
- 8 (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8 (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.
- 8 (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).
- 8 (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8 (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 8 (16) In this term:
relevant employees means the employees who may be affected by a change referred to in subclause 8 (1).

9. NOMINAL EXPIRY DATE

This Agreement shall commence 7 days after the day on which it is approved by Fair Work Commission. This Agreement will have a nominal expiry date of 31st December 2027.

10. OCCUPATIONAL HEALTH & SAFETY

General

Employees are required to contribute to workplace safety through compliance with all work instructions and safety policies issued from time to time to achieve Fulton Hogan's goal of an Accident Frequency Rate for Lost Time Injuries of ZERO.

Incident Reporting

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

Drugs & Alcohol (Fitness for Work)

Employees are required to be familiar and comply with Fulton Hogan's Drug & Alcohol Policies, Procedures and Standards, and related clauses in Fulton Hogan's Induction Handbook, as amended from time to time.

11. REAL VALUES

The Company's Values guide its development and set a direction for all Fulton Hogan people. All employees are expected to abide by the REAL Values and align with the associated behaviours and policies, standards and procedures

RESPECT

- We understand, listen and learn
- We respect our differences

- We take care of ourselves and others
- We treat others the way they expect to be treated

ENERGY AND EFFORT

- We bring out the best in everything we do
- We do it once, we do it right
- We never give up
- We keep things simple
- We have fun

ATTITUDE

- We are one Fulton Hogan
- We take pride in everything we do
- We do what we say
- We challenge and improve
- We work together, win together and celebrate together

LEADERSHIP

- We value and grow our people
- We do the right thing
- We are fair and trustworthy
- We are accountable
- The standard we walk past is the standard we set
- We are humbly smart

12. TYPES OF EMPLOYMENT

At the time of commencing employment, Fulton Hogan will inform the employee, in writing, whether the employee is a full time, part time or casual employee.

Employees may be employed in one of the following categories:

Full Time Employee

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

Part Time Employee

A part-time employee is an employee who:

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

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

- the hours worked each day, with a minimum of three consecutive hours
- which days of the week the employee will work; and
- the actual starting and finishing times of each day.

The regular pattern of work may be varied. Any variation in the regular pattern of work will be made in writing before the variation occurs.

The variation will be retained by Fulton Hogan and a copy given to the employee.

Casual Employee

For each ordinary hour worked, a casual employee:

- (a) must, in addition to the ordinary hourly rate, be paid a loading of **25%** of the ordinary hourly rate for the classification in which they are employed; and
- (b) must be paid a minimum of 3 hours each day they are employed.

When a casual employee works overtime, they must be paid overtime rates as per clause 16 Overtime of this agreement.

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

Changes to casual employment status

A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES. See sections 66A to 66MA of the Act.

NOTE: Disputes about changes to casual employment status may be dealt with under sections 66M and 66MA of the Act and/or under clause 34 — Dispute resolution.

13. POSITION

A Probation Period of six months will apply to all new positions unless otherwise specified.

The classification structure for employees is set out in Appendix A – Classification Structure & Core Competencies. All employees covered by this agreement must be classified in line with this structure.

A description of the classifications, core competencies and wage rates is attached to this Agreement in the Appendix. Employee duties may be varied from time to time.

Fulton Hogan may direct employees to perform or not to perform any part of the duties at any time.

Employees will be responsible for:

- The prompt and efficient discharge of the duties, directions and tasks assigned by their Supervisor and/or Fulton Hogan or its representative; and
- Carrying out all work in a professional and skillful manner.

Employees will be required to:

- Work both as part of a team and independently where appropriate;
- Comply with and observe all lawful directions and instructions issued by Fulton Hogan;
- Comply with Fulton Hogan policies, procedures and standards issued from time to time;

- Declare to Fulton Hogan any offer made to an employee, or receipt from, a third party of any gift or other benefit in connection with employment with Fulton Hogan; and
- Provide legible records including Timesheets, Plant Check sheets and other records as required or directed.

Employees will have an annual review during which they will be assessed as to their progress during the year. A consultancy group (including representatives from the workforce) will meet on a regular basis to agree upon and set these reviews. Fulton Hogan will maintain a Training Database and create a Personal Development Plan (FH ACT) for each employee that will form the basis of the annual reviews. Reviews outside of this period can occur at the discretion of the manager.

14. REMUNERATION

Principals of Payment

The classification and wage structure in this Agreement is skills based. This structure encourages development of all employees; employees are paid for the work that they perform and the competencies that they utilise in their current position.

Base Rate

Base hourly rates are set out in Appendix B.

The base hourly rates will be increased in line with the wage tables contained in Appendix B.

Bonus Scheme

A bonus scheme is available to full time employees and is structured as follows:

Item	Measurement Definition	Bonus Achievable (\$)		Individual/ Site Based	
Profitability	A bonus will be achievable based on the % of the budgeted Profit the site achieves.	80-89%	\$125	Site Based	
		89-99%	\$187.50		
		100+%	\$250		
Productivity	Bonus will be achievable based on the nominated monthly productivity result of a specified 12 months. In the instance where a fixed plant is not available, a new measure will be agreed upon between management and employees.	<Target	\$0	Site Based	
		>Target	\$250		
		Year 1 - 84%	As above		As above
		Year 2 - 84%	As above		As above
	Year 3 - 84%	As above	As above		

Quality	Bonus will be achievable based on the number of Customer Related Quality CAM's raised over a 12 month period as agreed with the Sales and Quarry Manager. (Customer complaints, contamination, incorrect material etc.)	0 CAM's 1 CAM's 2 CAM's 3 CAM's 4 CAM's	\$250 \$187.50 \$125 \$62.50 \$0	Site Based
Safety	Bonus will be achievable based on the site achieving a TRIFR less than the specified Company Target (site specific) and achieve 0 LTI's over a 12 month period.	< Target >Target	\$0 \$250	Site Based
Safety/ Environmental	Bonus will be achievable based on 1 safety/environmental initiative being raised per month for a period of 12 months.	<12 >12	\$0 \$250	Site Based

The bonus will be calculated on an annual basis from December to November and will be paid in the second pay period in December. New employees who start after December will receive a pro-rata bonus based on their employment start date. If an employee wants to salary sacrifice the bonus payment they must inform Payroll prior to the commencement of the performance period e.g. prior to December 1 when the period commences).

Electronic Funds Transfer

Employees shall be paid weekly via electronic funds transfer. Employees are entitled to have their wages paid into a maximum of two bank accounts.

15. SUPERANNUATION

Fulton Hogan will continue, during the life of this Agreement, to make contributions to existing employees' superannuation funds, or for new employees, into a fund nominated by the employee, or the Stapled Super Fund as applicable. Fulton Hogan's default fund is Australian Super, provided the fund offers a MySuper product. Payments will be made on a monthly basis.

It is further agreed that at any time during the currency of this Agreement employees may elect to 'salary sacrifice' into the above Fund. This payment is in addition to Fulton Hogan's responsibility under the Superannuation Guarantee Levy.

16. OVERTIME

After 8 ordinary hours of work Monday – Friday overtime will be paid at the rate of time and a half for the first two hours and double time thereafter.

Employees who are required to work on a Saturday, Sunday or Public Holiday will be paid for a minimum of 4 hours work at the prescribed rate.

Prescribed rates of overtime shall be as follows; Saturdays - Time and a half for the first two hours, double time thereafter, Sundays & Public Holidays – Double time.

Where an employee elects to, he/she may bank double time overtime hours for the purposes of funding additional paid leave provided that the following conditions are met.

- The employee clearly indicates on their timesheet the hours per day to be banked.
- Banked hours do not exceed 80 hours (at double time rates).

The Time in Lieu may be accessed by applying for Leave and under the following conditions:

- The employee must submit a leave form to their manager for approval;
- The Leave form shall clearly note that the leave is Time in Lieu;
- Unless agreed to by the manager no more than 3 consecutive days can be claimed;
- Each days leave will be paid as 4hrs at double time; and
- Any unused banked hours will be paid out prior to 25th Dec each calendar year.
- Employees can request to cash out Banked Hours at any time during the year provided they have the balance to do so.

17. ALLOWANCES

Travel Allowance:

Employees shall receive an allowance of \$30.43 per week to cover travel expenses. This rate is applicable from the first full Pay Period after 1st January 2025, and will increase in line with the allowance table contained in Appendix B.

Work Allowance:

Employees shall receive an allowance of \$12.18 per day to be paid as a work allowance for typical conditions incurred working at Quarry sites. This rate is applicable from the first full Pay Period after 1st January 2025, and will increase in line with the allowance table contained in Appendix B.

First Aid Allowance

A first aid allowance will be paid to an employee who:

1. Has been trained to provide first aid; and
2. Holds a current and appropriate first aid qualification (such as a certificate from St John's Ambulance or a similar body); and
3. Is appointed by the company to perform first aid

Employees who meet the criteria above will be paid a first allowance of \$18.40 per week. This rate is applicable from the first full Pay Period after 1st January 2025, and will increase in line with the allowance table contained in Appendix B.

Responsibility Allowance:

Employees who take on additional, temporary responsibilities (stepping up from Grade 5 to Grade 6) shall receive a responsibility allowance of \$1.46 per hour. This allowance applies for periods greater than 2 hours and shall apply for the entire shift. This rate is applicable from the first full Pay Period after 1st January 2025, and will increase in line with the allowance table contained in Appendix B.

18. INCOME PROTECTION & MAKE UP PAY

Income Protection & Accident Make Up Pay

The Company will enter into an income protection insurance policy with a supplier for full time weekly employees (including fixed term and seasonal employees).

In all cases eligibility will be determined by the policy document. The policy will provide benefits as per the policy document to employees, including the following:

Income Protection

100% of income to a maximum of \$1100.00 per week in the event of any non-work disability or illness as defined in the policy. A waiting period of 14 days, or 28 days for all claims in respect of the disability resulting from an Insured Person training for, practicing or playing any code of football. Income protection is payable for a maximum of 104 weeks.

Ancillary Benefits

Ancillary benefits as defined in the policy, including funeral cover and death cover.

Accident Make Up Pay

Accident make-up payments to 100% of income, to a maximum of \$1100.00 per week of pre-injury earnings for 104 weeks applies after a 14 day waiting period.

Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of workers compensation paid to the employee pursuant to the said appropriate Act and the employee's average weekly income (capped at \$1100) for the previous 12 months, or where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said rate for that period.

Cost

The cost to the Company will be no greater than \$23.46 per week for each full time employee. If premiums payable in respect of this insurance increases during the life of this Agreement, the Company and employees will meet and discuss appropriate modification of the design benefit with the objective of ensuring that the Company's total cost remains the same.

All benefits under this clause will be strictly in accordance with the policy. No benefit is payable once the employee reaches 65 (for sickness) and 70 (for injury and death).

19. HOURS OF WORK

38 Hour Week

Subject to this agreement, an employee will work an average of 38 ordinary hours each week as directed by the company.

Ordinary Hours

General hours of operation for the quarry are between 6am and 6pm Monday to Friday and 6am to 3pm Saturday.

The ordinary spread of hours will be from 6.00am to 6.00pm, Monday to Friday inclusive, unless otherwise agreed or, if the employee is a shift worker, on any day of the week Monday to Friday inclusive; or by agreement with the majority of the employees in the section of the quarry operation concerned on any day of the week Monday to Sunday inclusive.

The company may request employees to work reasonable overtime at the rates specified under this Agreement.

Afternoon Shift

If an employee is rostered on to work afternoon shift, they will be paid an afternoon shift allowance of 20% extra for such shift; this applies to the first 8 hours of ordinary work. After 8 ordinary hours of work on afternoon shift, an employee will be paid at a rate of double time thereafter.

Afternoon shift is defined as any shift finishing after 6:00pm and at or before midnight.

Night Shift

If an employee is rostered on to work night shift, they will be paid a night shift allowance of 25% extra for such shift, this applies to the first 8 hours of ordinary work. After 8 ordinary hours on night shift, an employee will be paid at a rate of double time thereafter.

Night shift is defined as any shift finishing after midnight and at or before 8am.

Breaks

For shifts planned to be six hours or less (i.e. on a Saturday), meal breaks in the working day will be one fifteen minute meal break, arranged (by roster) to be at approximately mid shift. The fifteen minute meal break will be a paid meal break.

For shifts planned to be more than six hours but nine hours or less, meal breaks in the working day will be arranged into one fifteen minute meal break and one thirty minute meal break to be spread (by roster) as evenly as practicable throughout the working day, but in any case no more than six hours between the start of work and the thirty minute meal break. The fifteen minute meal break will be a paid meal break, and the thirty minute meal break will be an unpaid meal break.

For shifts planned to be more than nine hours but twelve hours or less, meal breaks in the working day will be arranged into two thirty minute meal breaks to be spread (by roster) as evenly as practicable throughout the working day, but in any case no more than five hours between breaks or between the start of work and the first meal break. One thirty minute meal break will be an unpaid meal break and one thirty minute meal break will be a paid meal break. Provided that an employee and Fulton Hogan agree, the five ordinary hours before taking a break may be extended to up to six ordinary hours.

For shifts planned to be more than twelve hours, meal breaks in the working day will be arranged by mutual agreement but will be arranged so that the risk of fatigue in the workplace is minimised by ensuring that an employee will not be required to work for more than five ordinary hours without a break for a meal which will be unpaid. Provided that an employee and Fulton Hogan agree, the five ordinary hours before taking a break may be extended to up to six ordinary hours.

Meal break rosters will be at the direction of the site management and will be arranged in order to allow for continuous production and sales.

Where mutually agreed, the above method of arranging meal breaks may be substituted by another method, provided:

- that the method of arranging meal breaks minimises the risk of fatigue in the workplace.
- the proportion of time allocated to paid and unpaid meal breaks is arranged so as to not disadvantage either party against the standard arrangement described above
- the agreed method of arranging meal breaks is common to all employees covered by this Agreement, at the location.

Notwithstanding the meal breaks specified in this clause, employees that are required to work more than ten hours are entitled to a twenty minute “crib” break, or payment at ordinary rates for that twenty minute “crib” break, provided that such work is to continue after the “crib” break. The “crib” break is to be taken by mutual agreement and with consideration to fatigue management guidelines

It is recognised that under certain circumstances relating to production or other workload priorities, there may be a need to vary the meal break roster on a day to day basis. The parties recognise the need for flexibility in the workplace, and in such cases meal breaks will be taken at a mutually agreed time.

Public Holidays

Employees are entitled to Public Holidays in accordance with the NES.

Company Shutdown Periods

Fulton Hogan, from time to time, may declare certain days as “shutdown days” and, depending on workload, request employees to take leave (annual leave or as appropriate) on these days. These may include, but are not limited to, “Christmas Shutdown” periods, the Monday before Melbourne Cup Day and Easter Tuesday.

Fulton Hogan will provide in writing reasonable notice of any ‘shutdown days’.

If there is a major shutdown of the plant that would result in a shutdown period in excess of a week, then Fulton Hogan will endeavour to provide alternative work within the quarry or elsewhere within the Group. Failing this Fulton Hogan may require the employee to take annual leave without prior notice to coincide with the relevant shutdown period.

Rostered Days Off

Ordinary hours to a maximum of 8 hours per day may be worked with 0.4 hours for each day worked accruing as an entitlement towards an RDO.

RDO’s may be taken at any time by arrangement between the employee and Fulton Hogan; with a minimum of 48 hours’ notice required by either party, unless otherwise agreed with the Manager. The Monday in November prior to Melbourne Cup Day will be taken as an RDO each year – employees may mutually agree with the employer to work on this RDO should there be an operational requirement.

By agreement between the employee and the Company, RDOs may be paid out at the ordinary rate of pay. A maximum of 5 RDO days can be accumulated and rolled over at the end of the year to the next calendar year; these can be taken as agreed between the

employee and Fulton Hogan. RDOs in excess of the 5 days will be paid out in the second pay period in December each year.

20. ANNUAL LEAVE

Full time employees are entitled to 4 weeks of annual leave for each year worked. For the purpose of the additional week of annual leave provided for in the NES, a shift worker is an employee who is regularly rostered to work Sundays and Public Holidays. Payment for annual leave will be at the base hourly rates set out in Appendix B, and based on the number of ordinary hours required to be worked in any 4 week period during the year.

Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. Annual leave attracts Leave Loading of 17.5%

A minimum of 2 weeks' notice in writing of intention to take annual leave is required.

Paid annual leave may be taken for a period agreed between an employee and Fulton Hogan.

Fulton Hogan will make available the opportunity for employees to cash out annual leave entitlements providing the requirements of Section 94 of the Fair Work Act are met:

- a) an employee must elect in writing to cash out a portion of annual leave
- b) an employee must not cash out more than 2 weeks in each 12 months and must have at least four weeks of accrued annual leave left over after the cash out
- c) the company must agree to the employee cashing out the relevant portion of leave

Where any employee accrues annual leave in excess of their annual entitlement Fulton Hogan may direct the employee to take annual leave during a particular period unless prior arrangements have been agreed to and subject to the provisions of the National Employment Standards and the Cement, Lime and Quarrying Award 2020 [MA000055] in relation to directing employees to take leave are met.

Fulton Hogan will pay an employee for any accrued but untaken annual leave on termination of employment. An employee will be entitled to leave loading on any accrued untaken leave paid out on termination of employment.

21. PERSONAL LEAVE

Full time employees are entitled to 10 days paid personal leave for each year of continuous service, which can be taken when absent from work due to personal illness or injury ("sick leave"), or for the purpose of caring for a member of the employee's immediate family or household who requires care and support because of illness, injury or an unexpected emergency ("carer's leave").

Sick Leave

Employees are not entitled to take paid sick leave for a period during which they are absent from work on account of personal illness or injury and are in receipt of worker's compensation payments.

Employees are required to notify their immediate supervisor or the Department Manager as soon as practicable (which may be a time after the leave has started) if they are unable to attend work because of illness.

A medical certificate (or other evidence that would satisfy a reasonable person, including a Statutory Declaration) relating to each sick day is required where more than two sick days have been taken in the immediately preceding 12 month period or where more than two consecutive days are taken. Employees do not have to provide this evidence where they are unable to do so because of circumstances beyond their control. Employees may be requested to provide a medical certificate if they have a day off before or after any weekend or public holiday.

All sick leave shall be cumulative; however employees are not entitled to be paid for accrued but untaken sick leave on termination of employment.

Carer's Leave

Employees are entitled to use up to 10 days of their personal leave entitlements each year as carer's leave. Employees are not entitled to take carer's leave for a particular period if another person has taken leave to care for the person for the same period.

Employees taking carer's leave, are requested to notify Fulton Hogan of their inability to attend for duty as soon as practicable (which may be a time after the leave has started).

When taking carer's leave Fulton Hogan will require Employees to provide a medical certificate or make a statutory declaration or evidence that would satisfy a reasonable person regarding:

- The nature of the illness of the person cared for; and
- The need of that person for care by another person

Employees do not have to provide this evidence where they are unable to do so because of circumstances beyond their control.

Employees will not be paid out accrued but untaken personal leave on termination of employment.

In the event that a medical certificate or statutory declaration or other evidence that would satisfy a reasonable person is not provided for any period of personal leave, Fulton Hogan reserves the right to treat the period of absence as unauthorised leave without pay or a breach of this Agreement at its discretion.

Carer's Leave is deducted from accrued personal leave entitlements.

22. PARENTAL LEAVE

Employees will be entitled to Parental Leave in accordance with the Fulton Hogan Parental Leave Procedure and the NES.

23. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the minimum statutory entitlement prevailing in the State of Victoria, currently:

- 13 weeks after 15 years continuous service,
- Pro-rata after 7 years

If an employee leaves Fulton Hogan's employment after 7 years the LSL entitlement will be paid pro-rata for the time of employment.

24. OTHER LEAVE

Employees are entitled to be paid compassionate leave of 2 days upon the death or life threatening illness or injury of an immediate family or household member; or a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or the employee, or the employee's spouse or de facto partner, has a miscarriage. Employees must give Fulton Hogan evidence that would satisfy a reasonable person of illness, injury, death, stillbirth or miscarriage.

Employees are entitled to public holidays proclaimed within the State or Territory where the majority of work is performed.

Community Service Leave, not covered by legislation, shall be by agreement between the employee and Fulton Hogan. Community Service Leave shall include, but not limited to, Defence Force requirements, Country Fire Authority, State Emergency Service volunteers and Blood Donors.

25. WORK CLOTHING & PERSONAL PROTECTIVE EQUIPMENT (PPE)

Fulton Hogan will provide appropriate Fulton Hogan branded work clothing on a "suitable to task" basis. This will include:

- 2 Work Pants
- 3 Long Sleeve Shirts
- 1 Safety boots
- 2 Jumpers or windcheaters
- 1 Blue jacket or equivalent
- Safety vest and other PPE – ear muffs, gloves, hats, hard hats, etc.

Fulton Hogan provided work clothing shall be worn during work hours and, along with any other visible worn clothing, be kept free of markings, logos or other adornments other than that of Fulton Hogan or, with approval of Department or Division Manager, its client companies.

Fulton Hogan clothing shall be replaced on a "fair wear and tear" basis with approval from the Department or Division Manager. Employees are required to present worn clothing or equipment before replacements will be issued.

26. COMPANY PROPERTY & POLICIES

Employee's must return to Fulton Hogan, upon request, all of Fulton Hogan's property which may be in their possession, including any confidential information, documents, tools, equipment or software (including any computer information) and any keys or access cards.

27. PROVISION OF COMPANY VEHICLES

It is intended that company vehicles shall be the first preference, and shall be provided on most occasions, for any required travel to other sites in order to undertake work as directed. Where the use of private vehicles is required and approved by Department or Divisional Manager prior to the event, use of such private vehicles for the approved work activities shall be reimbursed by Fulton Hogan at rates prescribed by the ATO.

Private vehicle use for private purposes will not be reimbursed. Private use includes normal travel to and from home to your normal workplace.

Fulton Hogan company vehicles must be utilised in line with the Light Vehicle Fleet Driver Standard.

28. TERMINATION

Ending employment by notice

Fulton Hogan may end your employment by providing notice, pay in lieu of notice, or a combination of notice and pay in lieu. You may resign from employment by giving notice to Fulton Hogan.

The required amount of notice for both situations is based upon the period of continuous employment as follows:

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Plus an additional period of 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with Fulton Hogan at the end of the day the notice is given.

Ending employment without notice

In the event of serious misconduct, Fulton Hogan may dismiss an employee immediately and without any obligation to provide notice, pay in lieu or any other compensation whatsoever.

Serious misconduct includes but is not limited to:

- Being intoxicated or under the influence of illegal drugs,
- Stealing, fraud, assault or other criminal behaviour,
- Wilful damage to Fulton Hogan plant or equipment,
- Sexual harassment or other offensive or harassing behaviour,
- Failure to carry out health and safety obligations,
- Refusing to carry out a lawful and reasonable instruction; and
- Not carrying out an employee's duty.

29. REDUNDANCY

Redundancy is a decision made by Fulton Hogan that an employee's job is no longer required to be performed, and that this decision is not due to the ordinary and customary turnover of labour.

If employment is ended (terminated) because of redundancy then, in addition to the provision of notice, Fulton Hogan will pay to the employee a severance payment (which is an extra and final payment) as follows:

Period of Employment	Severance Pay
Less than 1 year	Nil
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	16 weeks' pay

“Week’s pay means the ordinary time rate of pay for the employees concerned.

If Fulton Hogan decides that your position is redundant, Fulton Hogan may consider other alternatives, such as whether other employment opportunities are available.

If Fulton Hogan is able to obtain an offer of alternative employment on terms overall no less favourable than those pertaining under this Agreement, there will be no obligation to pay redundancy under this Agreement subject to Section 120 of the Fair Work Act. An offer of alternative employment is an offer for a job with similar duties in writing from another employer at a salary level at least equal to that paid to the employee by Fulton Hogan.

30. ACCIDENT PAY

Accident pay (WorkCover) will be paid in accordance with the relevant state or territory workers’ compensation legislation, including the provision of makeup pay, in accordance with clause 18.

31. STANDING DOWN EMPLOYEES

Fulton Hogan has the right to deduct payment for any time that employees cannot be usefully employed because of any strike or through any failure in equipment or facilities or any stoppage of work for which Fulton Hogan cannot reasonably be held responsible.

32. ELIMINATION OF DISCRIMINATION

The parties to this Agreement agree that:

- It is their intention to achieve the principle of respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

33. ENGAGEMENT OF SUBCONTRACTORS

It is the intention of Fulton Hogan to communicate with employees regarding the engagement of subcontractors. As part of this, Fulton Hogan intends to communicate the rationale and expected timeframe of the engagement.

34. DISPUTE RESOLUTION

Any dispute arising from the employment relationship covered by this Agreement, or the National Employment Standards (NES), shall be settled in the manner set out below:

- The matter shall first be discussed between the aggrieved employee and the employee's supervisor.
- If not settled by that discussion the matter shall be discussed between the worker and/or their representative and the location manager or other appropriate officer of Fulton Hogan.
- If not settled, the matter shall be further discussed between the worker and/or their representative and the appropriate senior employer representative.
- If agreement has not been reached, the matter shall then be discussed between a representative of the head office of Fulton Hogan and the worker and/or their representative.
- If the matter cannot be resolved by the meeting, the matter will be referred by the parties to Fair Work Commission for conciliation.
- If the conciliation process is unsuccessful the Fair Work Commission may then:
 - Arbitrate the dispute; and
 - Make a determination that is binding on the parties.
- Any outcome determined by Fair Work Commission pursuant to this clause, cannot be inconsistent with the Building Code 2013, or if it is replaced, any successor Code.
- Until the matter is determined, work shall continue normally except as to bona fide safety issues. No party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

35. INTENTION OF PARTIES

The parties agree that this Agreement covers all terms and conditions of the employment, and overrides any terms and conditions contained in any award or certified agreement that would otherwise be applicable.

This Agreement represents the entirety of the agreement made between employees and Fulton Hogan in relation to terms and conditions of employment and it is agreed that no further claims may be made, nor industrial action engaged in, by either party during the life of the Agreement.

36. CONTINUITY

The parties accept that the nature of employee's roles and levels of responsibility may be significantly varied throughout the period of service with Fulton Hogan. It is agreed that

irrespective of any such variations, the terms and conditions set out in this Agreement will continue to apply.



37. INDIVIDUAL FLEXIBILITY


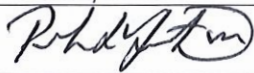
- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime 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) 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
 - (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.
- (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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.

38. TRANSMISSION

In the event of a transmission of business it is expressly agreed that Fulton Hogan is not required to make a severance payment as set out in Clause 29 of this Agreement if it obtains an offer of employment for the employee on terms and conditions of employment overall no less favourable than those under this Agreement.

39. SIGNATURES

For Fulton Hogan	
Signed	
Date	17/12/2024
Name in Full (Printed)	Damien Vardy
Capacity / Position	Regional Manager - Manufacturing, Technical & Quarries
Company Address	Level 2, Building A, 500 Princes Hwy, Noble Park, Victoria, 3174
Signed by Witness	
Witness Name in Full (printed)	Adam Jones
Witness Address	Level 2, Building A, 500 Princes Hwy, Noble Park, Victoria, 3174

For the Employees of Fulton Hogan	
Signed	
Date	17/12/2024
Name in Full (Printed)	Mark Henshaw
Capacity / Position	Appointed Bargaining Representative
Address	C/O Fulton Hogan Tynong Quarry 50 Tynong North Road, Tynong North, Victoria, 3813
Signed by Witness	
Witness Name in Full (printed)	Peter Houston
Witness Address	C/O Fulton Hogan Tynong Quarry 50 Tynong North Road, Tynong North, Victoria, 3813

APPENDIX A - CLASSIFICATION STRUCTURE & CORE COMPETENCIES

Grade 1 – New Entrant

- i. Perform general labouring and cleaning duties. Undertake structured training for one or more functional groups. Work under direct supervision.
- ii. Employee has completed the company induction program

Grade 2 – Quarry Operator

- i. Employees at this level will be sufficiently skilled and able to competently perform duties of one competency. Competency standards are prepared for each of the competencies identified with training and assessment support mechanisms in place to assist employees in performing duties.
- ii. Employees will commit to supportive training as directed to ensure that OH&S and other legislative responsibilities are able to be met
- iii. The employees' skill level shall be determined by competency assessment and additionally by the Quarry Manager based on the employee's ability to perform a task without support for an agreed period of time. Each competency standard will detail the timeframe required for requisite practical experience. If competency is not achieved employee will remain at current grade
- iv. Employees will be trained in additional competencies as site needs dictate.

Grade 3 – Quarry Operator

- i. Employees will be sufficiently skilled and assessed to competently perform duties associated with the mandatory OH&S and other legislative training requirements and at least 3 functional competencies within the quarry.
- ii. Employees at this level will be expected to utilise all of the skills on a regular rotational basis to ensure competency is maintained
- iii. Competency will be determined by the Quarry Manager based on the employee's ability to perform a task without support. If competency is not achieved employee will remain at current grade.
- iv. Employees at this level will be experienced operators and have achieved a minimum of one year's experience at Grade 2 Level.

Grade 4 – Quarry Operator (Multi Skilled)

- i. Employees at grade 4 will be expected to undertake training to ensure multi-skilling meets operational requirements. Employees at this level will be expected to utilise all of the skills on a regular rotational basis to ensure competency is maintained
- ii. Employees at grade 4 will be sufficiently skilled and have been assessed to competently perform duties associated with the mandatory OH&S and other legislative training requirements and at least 6 functional competencies within the quarry.
- iii. Competency will be determined by the Quarry Manager based on the employee's ability to perform a task without support
- iv. Employees at this level will be experienced operators and have achieved a minimum of one year's industry experience at Grade 3.

Grade 5 - Quarry Operator (Senior - Multi Skilled)

- i. Employees at grade 5 will be competent in multiple quarry functions and train less experienced operators. Employees at this level will be expected to utilise all of the skills on a regular rotational basis to ensure competency is maintained.
- ii. Employees at grade 5 will be sufficiently skilled and have been assessed to competently perform duties associated with the mandatory OH&S and other legislative training requirements and at least 6 functional competencies within the quarry.
- iii. Competency will be determined by the Quarry Manager based on the employee's ability to perform tasks at an advanced level
- iv. Employees at this level will be experienced operators and have achieved a minimum of two year's industry experience at Grade 4.
- v. Employees required to step up to fill temporary Grade 6 roles will be paid a Responsibility allowance for the time required to do so provided it is for periods greater than 2 hours. The rate shall apply for the entire shift.

Grade 6 - Leading Hand

- i. Employees at Grade 6 will have completed training and will be assessed in all modules of the Cert IV Extractive Industries. Employees at this level will be sufficiently skilled to perform duties at Grade 5 and be able to perform the duties of a supervisor on a relief basis.
- ii. Appointment of the role of leading hand is at the sole discretion of the company and will be done after consideration of site specific needs. Access to grade 6 positions is only available by Company Appointment.
- iii. Employees at this level are responsible for ensuring that the performance of site employees is managed. Employees required to step up to fill temporary Supervisory roles will be paid a Responsibility Allowance for the time required to do so provided it is for periods greater than 2 hours. The rate shall apply for the entire shift.

Note:

- The Company will not unreasonably withhold an Employee from undertaking the relevant training in order to be able to progress through classification levels 1-5.
- If it is identified, at any time, that an employee has not maintained the required competencies and attitudes then (through a consultative process) they may be relegated a maximum of one grade in any 12 month period.
- Employees at all levels will be required to mentor others.
- Employees within any classification or level will be required by Fulton Hogan to perform general duties including the completion of reports, minor maintenance, assisting with other maintenance and for training purposes, the duties of higher classifications and levels.

FUNCTIONAL GROUPS

- Fixed Plant Operator – This group includes all plant process work; this includes the operation of fixed plant infrastructure being crushers, feeders, conveyors, mixers etc. This also includes minor maintenance tasks (greasing, cleaning screening mats, unblocking crushers/chutes etc.) and general housekeeping. To achieve this competency a minimum of 1 of the listed operations must be obtained.
- Fixed Plant Maintenance – This group includes all plant maintenance work (Including hot works, dogging and advanced maintenance) except as detailed in minor maintenance above.
- Truck Driving – All truck driving done in association with production (e.g. fuel truck, water cart), processing and stockpiling of materials within a work site and including general maintenance.
- Loading – All loading at the quarry face, crushing plant, stockpile locations within a work site and including general maintenance (e.g. face loader, sales loader).
- Bulldozing – All dozer work associated with quarry development, wining of extractive materials within a work site and including general maintenance.
- Excavators/Rock Breaker – All work associated with the operation of excavators (>10 tonne) and breakers for quarry development, wining of extractive materials or other work within a work site and including general maintenance excavator <10 tonnes.
- Grading – All grading work associated with quarry development and maintenance.
- EWP, Telehandler, Forklift – All work associated with the operation of a EWP, Telehandler or Forklift. To achieve this competency a minimum of 1 of the listed operations must be obtained.
- Mobile Crushing – This includes work associated with the running of mobile crusher or screen plant. To be deemed competent in this area the employee must be responsible for the daily maintenance and production tracking of mobile equipment.
- Weighbridge – All work associated the weighbridge.
- Environmental – The employee will be trained and competent to monitor the sites environmental performance. This will include regular scheduled inspection, monitoring and recording of environmental performance measures.
- Laboratory Testing - Able to complete Quality Assurance Testing (gradings, moisture testing, unsounds, cement content).

WEIGHBRIDGE CLASSIFICATION

Grade 1 – New Entrant Weighbridge Operator

Employees at this grade can perform basic weighbridge requirements, under supervision.

Grade 2 – Weighbridge Operator

Employees at this grade can perform weighbridge requirements with limited supervision and have a sound understanding of the below processes.

- Transport Management (Carrier ExBin Inductions, Fleet Average Tares, Mass Management – Load Capacity-Permits-Rego Checks-PBS, Axle Weight Checks, Truck Safety Inspection, SWMS, Drivers Inductions, Maintain Fleet Data Base, Maintain Fleet Information, Weighbridge Maintenance - Service – Faults - Cleaning)
- Entry Hut (Verify Site Contractor Attendance, Induction, SWMS, Company Insurance, Mthly Salesforce Reports, Onlocation Programs for Vic Quarries, reports & records, calculate Safety Stat Hrs for Contractors, Maintain SWMS Register for Vic Quarries Contractors & FH, Eforms, Remote weighbridge – ticking and admin support)
- Administration (Filing & archiving, staff amenities orders, office stationery orders, uniform orders)

Competency will be determined by the Quarry Manager.

Grade 3 – Weighbridge Operator

Employees at this grade will be competent in grade 2 and can perform weighbridge requirements unsupervised. Employees at this grade have extensive knowledge of weighbridge processes and procedures and can perform the following tasks on top of grade 2.

- Vendor Batching, Vendor Set Up in accounting program.
- Employees at this grade will have achieved a minimum of 1 year's industry experience at the previous grade.

Competency will be determined by the Quarry Manager

Grade 4 – Weighbridge Operator (multiskilled)

Employees at this grade will be competent in grade 3 and can perform weighbridge requirements unsupervised, have extensive knowledge of weighbridge processes and procedures and can perform the following tasks on top of grade 3. Employees at this grade are considered multiskilled.

- Incoming order (sales) calls, Weighbridge report checks – balancing, liaison with Sales Rep, Set up of Jobs in weighbridge program, weighbridge relief, customer invoicing, Customer request, Customer payments – processing and allocation of payments, maintain daily weighbridge schedule, Maintain weighbridge sales forecast, Customer Debtors collection-report, Carrier Payment runs and RCTI, Customer Requested Reports, Credit/Debit Notes, Fleet/Casual Truck Management, Land Bank Invoicing, Management of Land Bank Property Agreements.

Employees at this grade will have achieved a minimum of 1 year industry experience at the previous grade.

Competency will be determined by the Quarry Manager

Grade 5 – Weighbridge Operator (Senior Multiskilled)

Employees at this grade are competent in multiple weighbridge and administrative functions and train less experienced weighbridge operators. Employees at this grade can perform all aspects of weighbridge operations and will be expected to utilise all the skills on a regular rotational basis to ensure competencies are maintained.

Competency will be determined by Quarry Manager.

Employees at grade 5 level will have achieved a minimum of 2 years industry experience at the previous grade. Access to this grade is by company appointment only.

APPENDIX B – WAGE & ALLOWANCE TABLES

WAGE TABLES

Wage rates applicable from first full Pay Period after 1st January 2025 – 4%

Classification Level	Hourly Rate	Casual Rate
	(new rate \$ per hour)	(new rate \$ per hour)
1	\$30.77	\$38.47
2	\$33.05	\$41.32
3	\$34.56	\$43.20
4	\$36.07	\$45.08
5	\$37.32	\$46.64
6	\$39.44	\$49.30

Wage rates applicable from first full Pay Period after 1st January 2026 – 3.5%

Classification Level	Hourly Rate	Casual Rate
	(new rate \$ per hour)	(new rate \$ per hour)
1	\$31.85	\$39.82
2	\$34.21	\$42.77
3	\$35.77	\$44.71
4	\$37.33	\$46.66
5	\$38.62	\$48.28
6	\$40.82	\$51.02

Wage rates applicable from first full Pay Period after 1st January 2027 – 3.5%

Classification Level	Hourly Rate	Casual Rate
	(new rate \$ per hour)	(new rate \$ per hour)
1	\$32.97	\$41.21
2	\$35.41	\$44.26
3	\$37.02	\$46.28
4	\$38.64	\$48.30
5	\$39.97	\$49.97
6	\$42.25	\$52.81

ALLOWANCE TABLE

Allowance Type	Allowance from first full pay period after 1 st January 2025 – 4%	Allowance from first full pay period after 1 st January 2026 – 3.5%	Allowance from first full pay period after 1 st January 2027 – 3%	Frequency
Travel Allowance	\$30.43	\$31.50	\$32.60	Per week
Work Allowance	\$12.18	\$12.60	\$13.05	Per day
First Aid Allowance	\$18.40	\$19.04	\$19.71	Per week
Responsibility Allowance	\$1.46	\$1.51	\$1.56	Per hour (for periods greater than 2hrs)