1. **Parties to the Agreement**

The Parties to the Agreement will be as follows;

- Kelbon Project Services Pty Ltd the Employer, and
- The employees of Kelbon Project Services Pty Ltd engaged in the classifications contained herein.

2. **Application of Agreement**

This Agreement will apply to the Employer and to their employees engaged in concrete and related works for local authorities and civil construction projects.

3. **Duration of Agreement**

The Agreement shall apply from seven (7) days after the approval with the Fair Work Commission until 30 March 2023.

4. **Purpose of Agreement**

The purpose of the Agreement is to provide comprehensively the wages and conditions of employment for the work performed described herein. For casual employees, the Agreement is a stand-alone document and applies to the exclusion of any applicable Modern Award.

Full-time and part-time employees shall be engaged in accordance with the **Building and Construction General On-site Award 2010** (the Modern Award). The agreement shall operate to include the application of wage rates, overtime payments, shift payments, meal breaks, rest pauses, allowances and leave entitlements that are applied in the Modern Award. A three (3) per cent premium will be adopted for the applicable wage rates for permanent employees.

5. **Contract of Employment**

5.1. **Engagement**

The employment shall be full-time, part-time and casual employment. The employee will be notified at the time of engagement of the employment status.

5.1.1 A full-time employee shall mean an employee engaged for 38 hours per week.

5.2.2 Part-time employees shall be entitled to the same entitlements of a full-time employee on a pro-rata basis. Part-time employees shall be engaged on a regular basis of less than 38 hours per week.

Before commencing a period of part-time employment, the employee and employer will agree in writing:

- That the employee may work part-time;
- Upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;
- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment

5.2.3 Casual employees meaning employees engaged on a daily rate will receive the rates prescribed Clause 6.1 as their ordinary rate. This rate will include annual leave loading, personal/carers leave, notice, redundancy and any other full-time entitlements that do not apply to casuals. A casual employee shall be entitled to a
payment of the minimum day rate for each day the employee is engaged and completes work.

All new employees will be subject to a six (6) month probation period.

Employees shall be multi-skilled and work in a completely flexible workplace not only to increase productivity but also to provide employees with more satisfying and challenging jobs and enhance their career growth opportunities.

There shall be no demarcation or restrictions between functions or organisational status including between traditional crafts, occupations, or vocations or callings.

An employee may be required to, and shall perform, any function providing the employee has the required expertise to safely discharge the requisite and provided that, such functions shall be subject to safe, legal and practical work practices.

The level of flexibility and skill is comprehended in the wage rates for each classification.

5.2. Casual Conversion

5.2.1 A casual employee, other than an irregular casual employee, who has been engaged by the Employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter, has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.

5.2.2 An irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

5.2.3 The Employer shall provide an eligible employee notice in writing of the provisions of Clause 5.2 within four weeks of the employee having attained such period of six months. The employee retains their right of election under Clause 5.2 if the employer fails to comply with the clause.

5.2.4 Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.

5.2.5 Any casual employee who has a right to elect under Clause 5.2, on receiving notice or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the Employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the Employer must consent to or refuse the election but must not unreasonably refuse.

5.3. Safety

It is a requirement to wear and maintain personnel protective equipment and safety equipment while in areas requiring such equipment. In particular this means the wearing of high visibility shirts/ vests and approved safety boots and the completion of pre-start check documentation with hours/kilometers recorded.

5.4. Drug and Alcohol Testing

The Employer reserves the right to introduce drug and alcohol testing during the life of this Agreement. Prior to introduction of testing there will be reasonable consultation with the employees.
5.5. Consultation
The Parties to the Agreement will be bound by the Consultation Term in Schedule 1.

5.6. Flexibility
The Parties to the Agreement will be bound by the Flexibility Term in Schedule 2.

6. Wages and Classification

6.1. Ordinary Rates
Employees shall be classified and paid in accordance with the following classification structure.

The wage rates for each classification are as prescribed below.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Casual Wage Rate Per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labourer - Grade 1</td>
<td>$210.00</td>
</tr>
<tr>
<td>Labourer - Grade 2</td>
<td>$215.00</td>
</tr>
<tr>
<td>Basic Concreter / Experienced Labourer</td>
<td>$220.00</td>
</tr>
<tr>
<td>Experienced Concreter</td>
<td>$225.00</td>
</tr>
<tr>
<td>Sub Foreman</td>
<td>$240.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$265.00</td>
</tr>
<tr>
<td>Senior Foreman</td>
<td>$265.00</td>
</tr>
</tbody>
</table>

The daily rate compensates for up to seven (7) hours per day, Monday to Friday. These rates absorb the casual loading and the allowances in the Modern Award including; travel allowance, tool allowance, industry and special allowances.

The day rates will be increased by 3% on 1 July in 2020, 2021 and 2022.

6.2. Overtime Rates - Saturday, Sunday and Night Works
Where employees are required to work in excess of seven (7) hours per day Monday to Sunday, weekends and/or night works, the following rates will apply:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Casual Rate Per Hour (in excess of 7 hours)</th>
<th>Casual Rate Per Day (rates up to 7 hours per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labourer - Grade 1</td>
<td>$50.05</td>
<td>$350.33</td>
</tr>
<tr>
<td>Labourer - Grade 2</td>
<td>$51.62</td>
<td>$361.32</td>
</tr>
<tr>
<td>Basic Concreter / Experienced Labourer</td>
<td>$52.49</td>
<td>$367.41</td>
</tr>
<tr>
<td>Experienced Concreter</td>
<td>$53.46</td>
<td>$374.25</td>
</tr>
<tr>
<td>Sub Foreman</td>
<td>$57.50</td>
<td>$402.51</td>
</tr>
<tr>
<td>Foreman</td>
<td>$63.65</td>
<td>$445.52</td>
</tr>
<tr>
<td>Senior Foreman</td>
<td>$63.65</td>
<td>$445.52</td>
</tr>
</tbody>
</table>

The overtime rates will compensate for all applicable penalty rates, meal and crib allowances. These rates will be increased by 3% on 1 July 2020, 2021 and 2022.

6.3. Superannuation
The Employer shall pay superannuation in accordance with the prescriptions of the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time into the employee’s superannuation fund. This will satisfy the statutory requirements for occupational superannuation. The employer shall ensure that superannuation contributions pursuant to this clause are made into an eligible choice fund and that such fund is a fund that offers a MySuper product or is an exempt public sector scheme.

### 6.4. Payment of Wages

The employees will be paid weekly by electronic funds transfer.

### 7. Hours of Work and Overtime

#### 7.1. Ordinary Hours

The ordinary hours of work shall be an average of 38 hours per week to be worked over a nominated four (4) week work cycle. The ordinary hours may be worked from 6.00 am to 6.00 pm Monday to Friday.

Employees shall not be required to work more than seven (7) hours per day, or a total of 35 hours per week between Monday and Friday.

The work cycle may be altered by agreement to suit project requirements.

#### 7.2. Additional Hours/Overtime

It is a requirement that employees will work reasonable additional hours in excess of their ordinary hours. The day rate prescribed in Clause 6.1 compensates for any additional hours of overtime in excess of the ordinary hours up to seven (7) hours per day Monday to Friday.

In the circumstances employees are required to work in excess of seven (7) hours per day, Monday to Friday, the rate in Clause 6.2 will apply.

#### 7.3. Meal Breaks and Rest Pauses

There will be a meal break and a rest pause for each shift or day where a minimum of five (5) hours are worked Monday to Friday. The meal break shall be 30 minutes duration and will be unpaid. The rest pause will be 10 minutes duration and paid. The meal breaks and rest pauses will be taken at such time so to not interfere with the continuity of the operations, including but not limited to the shortening of the employee’s finishing time at the request of the employee.

An employee may be required to change the meal break to suit the requirements of the employer or client. In these circumstances, the meal break will be taken at another time during the day to suit the continuity of work. An employee cannot change their meal break without prior approval from their supervisor.

### 8. Conditions of Employment

#### 8.1. Carers Leave

An employee may use accrued personal/carers days as carers leave to tend to the care or support to a member of the employee’s immediate family, or a member of the employee’s household. The leave will be subject to the employee providing reasonable proof of the need for use of carer’s leave. Casual employees shall be entitled to a
maximum of two (2) unpaid days per occasion.

8.2. Compassionate Leave

An employee may take compassionate leave when a member of the employee’s immediate family or household member: contracts or develops a personal injury or illness that poses a serious threat to their life; or dies. Compassionate leave for casual employees shall be a maximum of two (2) unpaid days per occasion.

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

(a) A spouse or de-facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
(b) A child, parent, grandparent, grandchild or sibling of a spouse or de-facto partner of the employee.

8.3. Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the Fair Work Act 2009 (Cth).

8.4. Parental Leave

Employees will be entitled to Parental Leave in accordance with the Fair Work Act 2009 (Cth).

8.5. Long Service Leave

All Employees shall be entitled to long service leave in accordance with the relevant State Legislation. The Employer will ensure that any registration necessary for the purpose of Portable Long Service Leave Schemes will be undertaken.

8.6. Public Holidays

The following public holidays shall be observed by the Company:

- Christmas Day,
- Boxing Day,
- New Year's Day,
- Australia Day,
- Good Friday,
- Easter Saturday,
- Easter Sunday,
- Easter Monday,
- Anzac Day
- Labour Day,
- Queen’s Birthday,
- A public holiday prescribed by legislation for the district and/or state that the employee is working in (e.g. Show Day).

Any employee required to work on a public holiday nominated herein shall be paid at the following rate. This rate will apply for a maximum of seven (7) hours per day.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Casual Wage Rate Per Day (up to 7 hours per day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labourer - Grade 1</td>
<td>$448.00</td>
</tr>
<tr>
<td>Classification</td>
<td>Casual Wage Rate Per Hour (in excess of 7 hours per day)</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------------------------------------------------------</td>
</tr>
<tr>
<td>Labourer - Grade 1</td>
<td>$64.00</td>
</tr>
<tr>
<td>Labourer - Grade 2</td>
<td>$66.00</td>
</tr>
<tr>
<td>Basic Concreter / Experienced</td>
<td>$67.00</td>
</tr>
<tr>
<td>Labourer</td>
<td></td>
</tr>
<tr>
<td>Experienced Concreter</td>
<td>$68.00</td>
</tr>
<tr>
<td>Sub Foreman</td>
<td>$73.00</td>
</tr>
<tr>
<td>Foreman</td>
<td>$80.50</td>
</tr>
<tr>
<td>Senior Foreman</td>
<td>$80.50</td>
</tr>
</tbody>
</table>

In circumstances where employees are required to work in excess of seven (7) hours per day, the following rates shall be paid:

These rates will increase by 3% on 1 July 2020, 2021 and 2022.

It will be available for the Employer and a majority of the affected employees to substitute the nominated public holiday for another day and the prescriptions of this clause will apply to the substituted day.

9. Dispute Resolution Procedure

The Parties to this Agreement shall observe the following Industrial Dispute Resolution procedure in respect of disputes relating to the operation of this Agreement and the application of the National Employment Standards:

The Employer or employee may appoint a representative at any of the steps of the dispute process.

1. Parties to the dispute will first meet and confer by holding discussions between the employee/s concerned and an immediate supervisor/s.

2. If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate.

3. If the matter remains unresolved, the Employer or employee may refer it to a more senior level of management for consideration.

4. In the event of the matter remaining unresolved, either party may refer the matter to the Fair Work Commission for conciliation.

5. Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration. Any decision, determination or outcome of the Fair Work Commission shall be consistent with the Code for the Tendering and Performance of Building Work 2016.
Except in situations where there is a perceived immediate and significant threat to employee health and safety, work will continue and consideration of the needs of the business will remain a priority.
SIGNATURE PROVISIONS

Signed for and on behalf of

Kelbon Project Services Pty Ltd
Signed For and on behalf of the

Employees of Kelbon Project Support

[Redacted]
Schedule 1

Consultation Term

(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

(2) For a major change referred to in paragraph (1)(a):

   a) the employer must notify the relevant employees of the decision to introduce the major change; and
   b) subclauses (3) to (9) apply.

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

(4) If:

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

the employer must recognise the representative.

(5) As soon as practicable 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.

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

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

(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

(10) For a change referred to in paragraph (1)(b):

a) the employer must notify the relevant employees of the proposed change; and
b) subclauses (11) to (15) apply.

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

(12) If:

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

the employer must recognise the representative.

(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).

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

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
(16) In this term relevant employees means the employees who may be affected by a change referred to in subclause (1).
Schedule 2

Flexibility Term

(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.