

BIELBY
Holdings Pty Ltd

Enterprise Agreement 2024

Table of Contents

1. Title.....	3
2. Definitions.....	3
3. Parties to the Agreement.....	3
4. Application of Agreement.....	4
5. Duration of Agreement.....	4
6. Purpose of Agreement.....	4
7. Contract of Employment.....	4
7.1. Engagement.....	4
7.2. Termination.....	5
7.3. Redundancy.....	6
7.4. Legal Compliance and Workplace Health and Safety.....	6
7.5. Consultation.....	6
7.6. Flexibility.....	6
8. Classification and Wage Rates.....	7
8.1. Classification Structure.....	7
8.2. Wage Rates.....	9
8.3. Higher Duties.....	9
8.4. Apprentices and Traineeships.....	10
8.5. Payment of Wages.....	11
8.6. Superannuation.....	11
8.7. Income Protection.....	11
9. Allowances.....	11
9.1. Travel Allowance.....	11
9.2. First Aid Allowance.....	12
9.3. Leading Hand Allowance.....	12
9.4. Living Away from Home Allowance.....	12
9.5. Project Allowance.....	12
10. Hours of Work and Overtime.....	13
10.1. Ordinary Hours.....	13
10.2. Additional Hours/Overtime.....	13
10.3. Recall.....	13
10.4. Rest Period.....	14
10.5. Meal Breaks and Rest Pauses.....	14
10.6. Out of Ordinary Hours Work.....	14
10.7. Wet Weather.....	15
11. Conditions of Employment.....	15
11.1. Annual Leave.....	15
11.1.1. Entitlement.....	15
11.1.2. Calculation of Annual Leave Pay.....	15
11.1.3. Taking of Annual Leave.....	16
11.1.4. Excess Leave Accrual.....	16
11.1.5. Payment on Termination.....	16
11.2. Personal/ Carers Leave.....	17
11.2.1. Entitlement.....	17
11.2.2. Payment.....	17
11.2.3. Deduction from Personal / Carers Leave Credits.....	17
11.2.4. Personal / Carers Leave Accumulation.....	17
11.2.5. Utilising Personal / Carers Leave.....	17
11.3. Parental Leave.....	17
11.4. Compassionate Leave.....	18
11.5. Community Service Leave.....	18
11.6. Long Service Leave.....	18
11.7. Family and Domestic Violence Leave.....	18
11.8. Public Holidays.....	18
12. Dispute Resolution.....	19

13. Workplace Delegates' Rights	19
Schedule 1 – Minimum Weekly Pay Rates	25
Schedule 2 – Consultation Term.....	26
Schedule 3 – Flexibility Term	29

1. Title

This Agreement shall be known as the Bielby Holdings Employee Enterprise Agreement 2024 ('the Agreement')

2. Definitions

In this Agreement:

- a) **'Employer'** means Bielby Holdings Pty Ltd ABN 36 052 188 600
- b) **'Modern Award'** means the *Building and Construction On-site Award 2020*
- c) **'Civil Construction Work'** means works involved in Civil Construction as defined by the Modern Award.
- d) **'Construction Workers'** means Employer employees who are engaged in working on Civil Construction Work and engaged in any of the classifications set out in this Agreement;
- e) **'the Act'** means the Fair Work Act 2009 (Cth);
- f) **'Immediate Family Member'** means an Employee's spouse or de facto partner (including former spouse and former de facto partner), child (including adult child, adopted child, step child, ex-nuptial child and foster child), parent, grandparent, grandchild or sibling; or the child, parent, grandparent, grandchild or sibling of the Employee's spouse;
- g) **'NES'** means the National Employment Standards
- h) **'Serious Misconduct'** includes but is not limited to insubordination, incompetence, neglect of duty, dishonesty, continued tardiness, negligence, damaging Employer property, fraud, falsifying Employer records, furnishing false information, being under the influence of drugs or alcohol during rostered working hours and/or during travel to and from work, bringing any illegal substance onto Employer premises, fighting, bullying, harassment, sexual harassment, discrimination, stealing or any other conduct detrimental to the Employer, its Employees or clients or which may bring the Employer into dispute;
- i) **'Ordinary Time Rate'** refers to the applicable rates as set out in Clause 8.2 and Schedule 1
- j) **'Permanent Employee'** may mean full-time or part-time employees depending on their engagement hours per week;
- k) **'Time and a Half'** refers to the applicable rates as set out in Clause 8.2 and Schedule 1 multiplied by 150%;
- l) **'Double Time'** refers to the applicable rates as set out in Clause 8.2 and Schedule 1 multiplied by 200%;
- m) **'Double Time and a Half'** refers to the applicable rates as set out in Clause 8.2 and Schedule 1 multiplied by 250%

3. Parties to the Agreement

The Parties to the Agreement will be as follows:

- The Employer, and
- The employees of the Employer engaged in the classifications contained herein.

4. Application of Agreement

This Agreement shall apply to the Construction Workers who are employed by the Employer on Civil Construction Work, for whom classifications and wages are set out in this Agreement.

Provided, any Greenfields or Project Specific Agreement made by the Employer or Joint Venture which the Employer is part, and which is approved by the Fair Work Commission, will cover the Employer and any employees at that particular Project/ site to the exclusion of this Agreement.

5. Duration of Agreement

The Agreement shall apply from the date of approval with the Fair Work Commission for a duration of four (4) years.

6. Purpose of Agreement

The purpose of the agreement is to provide comprehensive detail relating to the wages and conditions of employment for the work performed and described herein. The Agreement is a stand-alone document and applies to the exclusion of the *Building and Construction General On-site Award 2020*, except as provided by specific reference in this Agreement.

This agreement will be read and interpreted in conjunction with the 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.

7. Contract of Employment

7.1. Engagement

The employment shall be either Full-Time, Part-Time or Casual Employment. The employee will be notified of the employment status in writing at the time of the engagement.

7.1.1. Full-time employee shall be an employee that is engaged for 36 hours per week.

7.1.2. Part-time employees shall be entitled to the same entitlements of a full-time employee on a pro-rata basis.

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

All hours worked by Part-Time employees in excess of an employee's agreed weekly or daily hours shall be paid at the applicable rates prescribed in Clause 8.2 and Schedule 1.

7.1.3. A casual employee shall mean an employee engaged on an occasional basis and whose work pattern is not regular or systematic. Casual employees will receive a loading of 25% on the rates prescribed in either Schedule 1 or Schedule 2 as their ordinary rate. This loading will compensate for annual leave, personal/carer's leave, notice of termination, redundancy, and any other permanent entitlements that do not apply to casuals. A casual employee shall be entitled to payment for a minimum of four (4) hours' work per engagement. The casual conversion provisions of the NES shall apply.

A casual employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Agreement, provided that:

- Where the relevant penalty rate is time and a half, the employee shall be paid 175% of the hourly rate prescribed in this Agreement for the employee's classification;
- Where the relevant penalty rate is double time, the employee shall be 225% of the hourly rate prescribed in this Agreement for the employee's classification; and
- Where the relevant penalty rate is double time and a half, the employee shall be paid 275% of the hourly rate prescribed in this Agreement for the employee's classification.

7.1.4. Employee Flexibility

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. All employees will be required to perform a diverse range of functions.

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 function / duties 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.

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

7.2. Termination

A Permanent Employee's termination shall be in accordance with the provisions of the *Building and Construction General On-site Award 2020* (Modern Award). The period of notice to be given (or paid in lieu) by the Employer shall be as follows:

Where the employee's period of Continuous Service with that Employer is:	The period of notice is:
Up to 1 year	1 week
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years or more	4 weeks

This period of notice shall be increased by one (1) week where the employee is over 45 years of age and has completed two (2) years of Continuous Service with the Employer.

The period of notice to be given by the employee shall be the same as the Employer except for the additional notice for being over 45, in accordance with the *Building and Construction General On-site Award 2020*.

Payment in lieu of notice shall be made if the appropriate notice period is not given. The employment may be terminated by part of the period of notice and part payment in lieu. Payment in lieu of notice shall be at the employee's ordinary weekly wage for the ordinary hours not worked by the employee during the period of notice. Nothing in this clause shall affect the right of the Employer to summarily dismiss an employee for conduct that justifies this action.

The period of notice shall not apply in the case of dismissal for Serious Misconduct or to Casual Employees.

7.3. Redundancy

Redundancy shall be in accordance with the Modern Award. The Employer will contribute \$80.00 per week into an approved redundancy fund on behalf of all permanent employees to offset the liability of redundancy payments arising in terms of this clause.

The liability for payments arising in terms of this clause on the Employer can be offset or partially offset by any payments made on behalf of an employee to a registered redundancy fund.

7.4. Legal Compliance and Workplace Health and Safety

It is a requirement to wear and maintain personnel protective equipment and safety equipment whilst in areas requiring such equipment. 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.

7.5. Consultation

The Parties to the Agreement will be bound by the Consultation Term in Schedule 2 – Consultation Term.

7.6. Flexibility

The Parties to the Agreement will be bound by the Flexibility Term in Schedule 3 – Flexibility Term.

8. Classification and Wage Rates

8.1. Classification Structure

Employees shall be classified and paid in accordance with the following structure.

Classification	Description
CW 1	<ul style="list-style-type: none"> • An employee with less than 12 month's experience. • General Labourer
CW 2	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> • Basic servicing maintenance surface plant and equipment. • Storeperson - Care, maintenance and storage of all tools and equipment. • Utilising of tools & equipment in support of classifications CW 3 & above. • Skilled General Labourer - Application of general manual support skills. • Powered Vibrating Road Roller up to 4 Tonne • Powered Road Roller up to 8 Tonne
CW 3	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> • Basic Rigging • Basic Scaffolding • Dogging • Concrete Worker / Finisher • Shotcreter • Pipe and Conduit Laying • Steel Fixer • Plant operator able to operate one or multiple minor plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Bobcat; ○ Forklift; ○ Telehandler; ○ Trucks up to and including 20 Tonne capacity (payload); ○ Cranes up to and including 25 Tonne ; ○ Excavtor up to 8 Tonnes;

	<ul style="list-style-type: none"> ○ Compaction plant > 8 tonnes up to 25 Tonnes;
CW 4	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> ● Intermediate Rigging ● Intermediate Scaffolding ● Concrete pump operator ● Experienced Plant Operator able to operate one or multiple plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Cranes > 25 Tonne up to 50 Tonne; ○ Grader up to 137kw (less than CAT 120); ○ Excavators up to .5 cubic metre capacity (up to 20 tonne operatingweight); ○ Crawler Tractors up to 180kw (CAT D7 and below); ○ Scraper Loader up to 15 cubic metre capacity (less than CAT 621); ○ Loaders up to 130kw (up to CAT 950); ○ Backhoe; ○ Trucks over 20 Tonne capacity (payload); ○ Compactors over 25 Tonne;
CW 5	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> ● Leading Hand ● Employees engaged as a Tradesperson (trade qualified) ● Formsetter ● Advanced Rigger or Scaffolder ● Advanced Plant Operator able to operate one or multiple plant and equipment ancillary to civil construction works, including: <ul style="list-style-type: none"> ○ Cranes > 50 Tonne up to 80 Tonne ○ Grader over 137kw (CAT 120 and above) ○ Excavator over .5 cubic metre capacity (above 20 tonne weight) ○ Crawler Tractor over 180kw (CAT D8 and above)

	<ul style="list-style-type: none"> ○ Scraper Loader over 10 cubic metre capacity (CAT 621 and above) ○ Loader over 130kw (CAT 960 and above) ○ Extruded barrier / slip-form machine;
CW 6	<p>An employee having the skills, qualifications and competency and substantially assigned to exercise the following duties:</p> <ul style="list-style-type: none"> • Senior Leading hand (has performed a Leading Hand role for at least 5 years and who is appointed to this position by the Employer) • Specialist Plant Operator (Final Trim or equivalent skill level)

8.2. Wage Rates

The wage rates for each classification at commencement of this Agreement are as prescribed below. The rates compensate for all special skills and/or disabilities and/or special rates associated with the industry of the Employer (Rates are per hour for ordinary hours of work).

Classification	\$ Per Hour
Level 1	\$35.97
Level 2	\$38.16
Level 3	\$39.89
Level 4	\$41.46
Level 5	\$42.76
Level 6	\$44.06

Refer to Schedule 1 – Minimum Weekly Pay Rates which outlines the future increases.

8.3. Higher Duties

- a) Where an employee on any day is required and has agreed to perform duties of a higher classification than the employee's ordinary classification, the employee will be paid at the higher ordinary time rate for the work performed.
- b) Following the completion of the activities under the higher classification, the employee will revert back to the ordinary time rate that is applicable to their classification prior to undertaking the higher duties.
- c) Notwithstanding the above, employees who are being trained to operate plant or equipment which would otherwise attract a higher ordinary time rate, will not be paid at the higher ordinary time rate until they are assessed as being competent, and are performing duties at the higher classification. This clause will be utilised by the Employer for the purposes of bona fide training and will not be used by the Employer to simply avoid payment to employees at a classification that attracts a higher ordinary time rate.

8.4. Apprentices and Traineeships

The wage rates for employees undertaking an Apprenticeship or Traineeships are prescribed below.

Provided where an employee is employed by the Employer immediately prior to commencing an apprenticeship or traineeship, the employee will not suffer a reduction in the ordinary time rate by virtue of entering into the contract of training.

8.4.1 Apprentices

The ordinary hours of work (36 hours per week) and other conditions of employment shall be in accordance with this Agreement.

An Apprentice shall receive the following percentage of the Level 5 ordinary time rate:

- 1st Stage – 75%
- 2nd Stage – 85%
- 3rd Stage – 90%
- 4th Stage – 95%

An Adult Apprentice is a person 21 years or over at the time of entering into a contract of training in a specified trade. An Adult Apprentice will receive the Apprentice rates contained in this clause or the Level 3 rate, whichever is higher.

8.4.2 Traineeships

Employees who are completing a Certificate II or Certificate III in Civil Construction and are engaged as a Trainee will be paid in accordance with the following table. The wage rates for each classification compensate for special skills and/or disabilities and/or special rates associated with the industry of the Employer.

1. Trainees will be paid a percentage of the applicable Classification as per section 8.1 in accordance with the following table:

Classification	On Commencement	Rate
Year 1	Less than 12 months	70% of ordinary time rate
Year 2	12 months but less than 24 months	80% of ordinary time rate
Year 3	24 months or more and satisfactory	90% of ordinary time rate
Completion	On Completion	Relevant Wage Rate

2. Trainees may undergo recognition of prior learning (RPL) in order to satisfy competency requirements. Where this is the case, the Trainee will be deemed to have completed the relevant unit of competency on or after the date upon which the registered training organisation (RTO) deems the module to have been satisfied. A Trainee who is deemed to have completed units of competency by virtue of RPL will have the term of their traineeship reduced accordingly.

8.5. Payment of Wages

The employees will be paid weekly by electronic funds transfer.

8.6. 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.

All employees will be provided with the opportunity to nominate their individual eligible choice fund. If the employee does not nominate a fund, the Employer will nominate a default fund. 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.

8.7. Income Protection

The Employer shall maintain an Income Protection insurance policy for permanent employees. The policy may change from project to project and will be outlined in the Site Conditions letter.

9. Allowances

9.1. Travel Allowance

An employee required to commence work on site shall receive a travel/mobility allowance of \$40.00 per day for each day that the employee is required to commence on site. This allowance may apply to anyone who is provided with a vehicle or transport to and from the job by the Employer.

This allowance shall be a flat amount and not included in the calculation of overtime or other types of leave but shall be payable for any day upon which employees in accordance with the Employer's requirements, works or reports for work or allocation of work.

This allowance shall include compensation for travelling time or expenses incurred by employees travelling for work. No other payments for travelling to and from work will be payable to any employees.

9.2. First Aid Allowance

A qualified employee appointed by the Employer to perform first aid duty shall be paid a flat rate of \$4.00 per day in addition to ordinary rates.

9.3. Leading Hand Allowance

Leading Hand Allowance will apply to an employee who is required to oversee employees as outlined below. This will be treated as an all purpose allowance.

In charge of:	Rate per hour:
2-5 persons	\$1.80
6-10 persons	\$2.30
11+ persons	\$3.20

9.4. Living Away from Home Allowance

A non-local employee shall mean an employee with a usual residence that is in excess of 100km from the Project Location.

A non-local employee will be provided with the following in respect of accommodation and meals whilst rostered to be on site, as directed by the Employer:

- a) Accommodation and meals (the accommodation provided may involve the 'motelling' of rooms); or
- b) Accommodation provided and a daily allowance of \$45.00 per day to compensate for meals and incidentals (e.g. laundry); or
- c) A daily allowance of \$100.22 per day to compensate for accommodation, meals and incidentals.

Applicants will be advised that their declaration will determine their eligibility, or otherwise, for living away from home allowance or board and accommodation. Such determination will not alter during the employee's employment on the Project.

Applicants for this allowance will be required to make the appropriate declaration for the purpose of the Fringe Benefits Taxation.

9.5. Project Allowance

A project allowance may be paid at the discretion of the Employer. The project allowance may compensate for project disabilities including remoteness, roster cycles and/or labour market consideration. Project allowances will be prescribed in Site Condition Letters and may change from project to project.

10. Hours of Work and Overtime

10.1. Ordinary Hours

The ordinary hours of work shall be an average of 36 hours per week over a maximum four (4) week cycle. The ordinary hours may be worked from 6.00am to 6.00pm, Monday to Friday.

The span of hours may be varied by up to one hour for reasons including, but not limited to, an earlier commencement due to available summer daylight hours. The daily ordinary hours will be a maximum of 8 hours per day.

The work cycle may be altered by agreement, or by reasonable notice to suit project requirements. It will be available to work alternate hours of work that provide an average of 36 hours a week over a nominated work cycle. These cycles may include weekends to suit project requirements and/or implement compacted work cycles such as:

- 14 days on, 7 days off;
- 10 days on, 4 days off;
- 4 days on, 3 days off; and
- Even time rosters.

The weekend penalties for ordinary hours will be time and a half for the first two (2) hours and double time thereafter on Saturday; and double time on Sunday.

10.2. Additional Hours/Overtime

All time worked in excess of the work cycle's ordinary weekly or daily hours shall be paid as overtime at the following rates:

- Monday to Saturday (until midday) at the rate of Time and a Half for the first two (2) hours and Double Time thereafter.
- All overtime worked on Saturday (after midday) and on Sunday shall be paid at Double Time.

Employees will be entitled to a payment for a minimum four (4) hours' work for all weekend and public holiday work performed.

10.3. Recall

An employee recalled to work overtime after leaving the site on any day Monday to Friday (whether notified before or after leaving the site) shall be paid for a minimum of four (4) hours work at the appropriate rate for each time the employee is recalled.

Except in the case of unforeseen circumstances arising, the employees shall not be required to work the full four (4) hours if the job the employee was recalled to perform is completed within a shorter period.

This overtime shall not be regarded as overtime for the purpose of Clause 10.3 when the actual time worked is less than four (4) hours on the recall or on each of the recalls.

10.4. Rest Period

An employee who works overtime shall have at least a 10-hour rest period between the end of work on any one day and start of work on the next day.

If on the instructions of the Employer, the employee resumes or continues work without having had 10 consecutive hours off duty, the employee shall be paid double time until he or she is released from duty for 10-hour rest period. The employee shall then be entitled to be absent without loss of pay for ordinary working hours occurring during the 10-hour rest period.

In the case of shift workers, eight (8) hours shall be substituted for 10 hours when overtime is worked:

- a) for the purpose of changing shift rosters; or
- b) to provide coverage for a shift worker who has not reported for work; or
- c) where employees have mutually agreed to swap shifts

10.5. 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. The meal break shall be 30 minutes duration and will be unpaid. The rest pause will be 20 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.

In the case where workers are required to perform 'Out of Ordinary Hours Work' as proscribed in clause 10.6, workers will receive a paid rest pause of 20 minutes and a paid meal break of 30 minutes for each shift, to be treated as time worked.

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.

10.6. Out of Ordinary Hours Work

There may be the requirement to perform 'Out of Ordinary Hours Work', where the majority of a shifts' ordinary hours are worked after 6:00pm and/or outside of the ordinary span of hours to suit the requirements of a project. The requirement to work these shifts will only occur after consultation with the appropriate employees.

A loading of 20% of the employee's ordinary time rate shall apply to all ordinary hours worked during an 'Out of Ordinary Hours Work' shift Monday to Friday. Provided, shifts commencing after 5:00pm Sunday shall be treated as a Monday shift and attract a 20% loading in addition to the employee's ordinary hourly rate.

All hours worked in excess of the ordinary hours (i.e. an average of 36 hours per week) for an 'Outside of Ordinary Hours Work' shift will be paid at double time.

10.7. Wet Weather

During periods of inclement weather that prevents work from being performed on site, the Employer, where practical, will transfer employees to an alternative site not so affected, or to the Employer's depot/yard to perform maintenance, service-type duties, or training.

Where this is not practical, all permanent employees shall be entitled to payment by the Employer for ordinary time lost through wet weather and the effects of wet weather for up to 40 hours in each calendar month (non-cumulative) subject to an employee being present at site and ready, willing, and able to work. The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through wet weather.

If an employee is required to work in the rain without cover the employee shall be paid single time in addition to the prevailing rate for all work performed. The additional payment shall not apply to employees working in dry situations or working undercover.

11. Conditions of Employment

11.1. Annual Leave

11.1.1. Entitlement

A Permanent Employee shall be entitled to be paid annual leave at the rate of four (4) weeks of ordinary time for each year of employment. The period of annual leave shall be exclusive of any public holiday that occurs during the period.

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the employer) and who is regularly rostered to work those shifts.

At the written agreement between the Employer and employee, annual leave may be taken as a payment in lieu of leave subject to the following;

- A balance of four (4) weeks leave must be maintained.
- The payment in lieu will be equal to the pay for that period of time as prescribed in Clause 11.1.2.

11.1.2. Calculation of Annual Leave Pay

Annual leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours for the period of annual leave (excluding shift allowances and weekend payments but including leading hand allowance); plus, an amount equal to 17.5% of the amount to compensate for the lost

opportunity of overtime.

11.1.3. Taking of Annual Leave

The taking of annual leave will be subject to mutual agreement and at times convenient to requirements of projects.

The Employer by giving reasonable notice may require employees to take annual leave for an annual shutdown.

11.1.4. Excess Leave Accrual

Where an employee has an excess accrual of annual leave (more than 8 weeks paid annual leave accrued or 10 weeks for shift workers), the employer may direct the employee to take excess leave subject to the following:

1. The employer must first genuinely try to reach an agreement with an employee to take excess annual leave.
2. Where no agreement can be reached, the employer may direct the employee in writing to take one or more periods of paid annual leave subject to the following circumstances:
 - i. The employee's remaining accrued entitlement to paid annual leave after the requirement to take excessive leave must be more than 6 weeks;
 - ii. The taking of leave must not provide that the employee take a period of paid annual leave of less than one week;
 - iii. The taking of leave must not provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction/notice is given; and
 - iv. Must not be inconsistent with any leave arrangement agreed by the employer and employee.

Notwithstanding the above, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave. Where agreement is not reached between the employer and the employee, an employee who has an excessive leave accrual may require an employer to grant paid annual leave on the basis that they have accrued such excess leave for more than a period of 6 months and have satisfied the above conditions outlined in sub-Clauses 1 and 2 above.

11.1.5. Payment on Termination

If an employee is terminated after the end of a year of employment, the employee is deemed to have been given any untaken leave from the date of termination and shall be paid for that leave accordingly. The employee shall also be paid for any public holidays falling within the period of leave in addition to payment for the leave.

If an employee is terminated before the end of a full year of employment, the employee shall be paid pro-rata annual leave based on the period of service.

11.2. Personal/ Carers Leave

11.2.1. Entitlement

A Permanent Employee shall accrue paid personal/carers leave at the rate of 10 days for each year of Continuous Service consistent with the Act. Personal/carers leave will be paid at the employee's ordinary rate of pay for ordinary hours for the period of personal/carers leave.

Personal/carers leave shall not apply for illnesses or injury covered by worker's compensation. An employee shall not be entitled to be paid personal/carers leave for more ordinary hours than the employee would have worked on that day.

11.2.2. Payment

Personal/carers leave shall be paid at the employee's ordinary weekly wage rate for ordinary hours and the employee must meet the following requirements:

- i. Have a credit entitlement to a period of leave,
- ii. Notify the Employer of the absence as soon as possible,
- iii. Advise the Employer how long the absence on personal/carers leave is likely to be,
- iv. Provide evidence satisfactory to the Employer of the illness or injury. An employee absent on personal/carers leave for more than two (2) consecutive days or on more than two (2) single days in any year may be required by the Employer to produce a medical certificate from a qualified medical practitioner stating the nature of the illness and the period the employee will be unable to work.

11.2.3. Deduction from Personal / Carers Leave Credits

Personal/carers leave debits will be equivalent to the ordinary hours an employee would have worked had they not been on personal/carers leave.

11.2.4. Personal / Carers Leave Accumulation

Personal/carers leave shall accumulate from year to year.

11.2.5. Utilising Personal / 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 the use of carer's leave. In circumstances where the employee has exhausted all of the paid leave, a further two (2) days unpaid leave may be taken per occasion. Casual employees shall be entitled to a maximum of two (2) unpaid days per occasion.

11.3. Parental Leave

Employees will be entitled to Parental Leave in accordance with the Act.

11.4. Compassionate Leave

A Permanent Employee may take compassionate leave when an Immediate Family Member contracts or develops a personal injury or illness that poses a serious threat to their life; or dies. Compassionate leave shall be a maximum of two (2) paid days per occasion. Compassionate leave for casual employees shall be a maximum of two (2) unpaid days per occasion.

11.5. Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the Act.

11.6. 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 purposes of portable long service schemes will be undertaken.

11.7. Family and Domestic Violence Leave

Employees are entitled to 10 days of paid family and domestic violence leave each year in accordance with the NES. This leave does not accumulate year to year and is available in full at the start of each 12-month period from commencement of employment.

11.8. Public Holidays

All Permanent Employees shall be entitled to the following public holidays without loss of pay;

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

Any employee required to work on a public holiday nominated herein shall be paid at the rate of Double Time and a Half for all time so worked.

It will be available for the Employer and employee by individual agreement to substitute the nominated public holiday for another day and the prescriptions of this Clause will apply to the substituted day.

Provided a Permanent Employee who has been employed continuously for two (2) weeks and who; is terminated by the Employer or stood down during December; and is re-employed by the Employer at any time before the end of January in the following year; shall be paid for the public holidays of Christmas Day, Boxing Day and New Year's Day when those days occur during the period of the termination or standing down.

Any request for an employee to work on a public holiday will only be made if it is a reasonable request.

12. Dispute Resolution

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 NES:

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.

Where conciliation of the matter is unsuccessful, either party may refer the matter to the Fair Work Commission for arbitration.

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.

13. Workplace Delegates' Rights

- (1) Clause 13 provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
- (2) In clause 13:
 - a. employer means the employer of the workplace delegate;
 - b. delegate's organisation means the employee organisation under the rules of which the workplace delegate was appointed or elected; and
 - c. eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.
- (3) Before exercising entitlements under clause 13, a workplace delegate must give the

employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- (4) An employee who ceases to be a workplace delegate must give written notice to the employer as soon as practicable.

(5) Right of Representation

A workplace delegate may represent the industrial interests of eligible employees in matters including but not limited to:

- d. consultation about major workplace change;
- e. consultation about changes to rosters or hours of work;
- f. resolution of individual or collective grievances or disputes;
- g. performance management and disciplinary processes;
- h. enterprise bargaining; and
- i. any process or procedure in which the employees are entitled to be represented.

(6) Entitlement to Reasonable Communication

- a. A workplace delegate may communicate with eligible employees for the purpose of representing the industrial interests of the employees under clause 13(5) This includes discussing membership of the delegate's organisation with the employees and consulting the delegate's organisation in relation to matters in which the workplace delegate is representing employees.
- b. A workplace delegate may communicate with eligible employees individually or collectively, during working hours or work breaks, or before the start or after the end of work

(7) Entitlement to Reasonable Access to the Workplace and Workplace Facilities

The employer must provide a workplace delegate with access to or use of the following workplace facilities, unless the employer does not have them:

- a. a room or area to hold discussions which is fit for purpose, private and accessible by the workplace delegate and eligible employees;
- b. a physical or electronic noticeboard;
- c. electronic means of communication that are ordinarily used by the employer to communicate with eligible employees in the workplace;
- d. a lockable filing cabinet or other secure document storage area; and
- e. office facilities and equipment including printers, scanners, photocopiers and wi-fi.

(8) Entitlement to Reasonable Access to Training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and 1 day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- a. The employer is not required to provide the 5 days or 1 day of paid time during normal working hours, to more than one workplace delegate per 50 eligible employees.
- b. A day of paid time during normal working hours is the number of hours the workplace delegate would normally be rostered or required to work on a day on which the delegate is absent from work to attend the training.
- c. The workplace delegate must give the employer as much notice as is practicable, and not less than 5 weeks' notice, of the dates, subject matter and the daily start and finish times of the training.
- d. The workplace delegate must, on request, provide the employer with an outline of the training content.
- e. The employer must advise the workplace delegate as soon as is practicable, and not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- f. The workplace delegate must provide the employer with evidence that would satisfy a reasonable person of attendance at the training, within 7 days after the day on which the training ends.

(9) Exercise of Entitlements Under clause 13

- a. A workplace delegate's entitlements under clauses 13.5 to 13.7 are subject to the conditions that the workplace delegate must:
 - i. comply with their duties and obligations as an employee;
 - ii. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - iii. not hinder, obstruct or prevent the normal performance of work; and
 - iv. not hinder, obstruct or prevent employees exercising their rights to freedom of association.
- b. Clause 13 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- c. Clause 13 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE 1: Under section 350A of the Act, the employer must not:

- a. unreasonably fail or refuse to deal with a workplace delegate; or
- b. knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- c. unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 13.

NOTE 2: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 13.

The Definitions for this clause are as follows;

employee organisation has the meaning given by section 12 of Act. enterprise has the meaning given by section 12 of the Act.

workplace delegate has the meaning given by section 350C(1) of the Act.

SIGNATURE PROVISIONS

Signed for and on behalf of

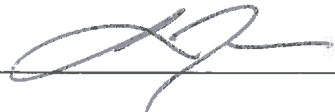
Bielby Holdings Pty Ltd

Signed  _____

Name ADAM EDWARDS

Capacity to Sign MANAGING DIRECTOR

Address L3/23A GRAHAM ST
MILTON QLD 4064

Witness  _____

Name of Witness (print) TIM RYAN

Address L3/23A GRAHAM ST
MILTON QLD 4064

Date 8/7/24

Signed For and on behalf of
the Employees of Bielby Holdings Pty Ltd

Signed 

Name Kevin Kamsek

Capacity to Sign CW & OPERATOR

Address 3-15 Dennis Rd Springwood 4127

Witness 

Name of Witness (print) Mark Kribe

Address 3-15 Dennis Road, Springwood, QLD 4127

Date 9/7/2024

Schedule 1 – Minimum Weekly Pay Rates

Classification	On Commencement	1/07/2025	1/07/2026	1/07/2027
Level 1	\$35.97	\$37.05	\$38.16	\$39.31
Level 2	\$38.16	\$39.30	\$40.48	\$41.70
Level 3	\$39.89	\$41.09	\$42.32	\$43.59
Level 4	\$41.46	\$42.70	\$43.98	\$45.30
Level 5	\$42.76	\$44.04	\$45.36	\$46.73
Level 6	\$44.06	\$45.38	\$46.74	\$48.15

Schedule 2 – 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) sub-clauses (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 sub-clauses (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) sub-clauses (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 sub-clause (1).

Schedule 3 – 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 Clause 172 of the Act; and
 - (b) are not unlawful terms under Clause 194 of the Act; 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.