



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Protech Group (Aust) Pty Ltd
(AG2020/1109)

PRECAST ENTERPRISE AGREEMENT 2020

Building, metal and civil construction industries

COMMISSIONER SIMPSON

BRISBANE, 4 JUNE 2020

Application for approval of the Precast Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Precast Enterprise Agreement 2020* (the Agreement). The Applicant was made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). It has been made by Protech Group (Aust) Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[4] The Agreement is approved and will operate in accordance with s.54 of the Act


COMMISSIONER

The seal of the Fair Work Commission is circular. It features the Australian coat of arms in the center, surrounded by the text 'THE SEAL OF THE FAIR WORK COMMISSION' and 'AUSTRALIA' at the bottom.

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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

Precast Enterprise Agreement 2020

1 Parties to the Agreement

The Parties to the Agreement will be as follows;

- Protech Group (Aust) Pty Ltd and subsidiaries including Protech Personnel Pty Ltd and Protech Personnel (NSW) Pty Ltd as the Employer, and
- The employees of the Employer engaged in the classifications contained herein.

2 Application of Agreement

This Agreement will apply to the Employer and to their employees engaged in or in connection with precast works including the production or manufacture of cement and/or concrete products in Queensland and New South Wales.

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.

3 Duration of Agreement

The Agreement shall apply from seven (7) days after approval with the Fair Work Commission until 30 December 2022.

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. The Agreement is a stand-alone document and applies to the exclusion of any applicable Modern Award.

5 Contract of Employment

5.1 Engagement

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.

5.1.2 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

All hours worked in excess of an employee's agreed weekly or daily hours shall be paid at the applicable overtime rates.

5.1.3 Casual employees meaning employees engaged as such will receive a loading of 25% in addition to the rates prescribed in Clause 6.1 as their ordinary rate. This rate will compensate for annual leave, 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 a minimum of four (4) hours' work per engagement.

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 person engaged by the Employer as a regular casual employee may request that their employment be converted to full-time or part-time employment.

5.2.2 A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.

5.2.3 A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.

5.2.4 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.

5.2.5 Any request under this Clause 5.2 must be in writing and provided to the Employer.

5.2.6 Where a regular casual employee seeks to convert to full-time or part-time employment, the Employer may agree to or refuse the request, but the request may only be refused on reasonable grounds.

5.2.7 Reasonable grounds for refusal include that:

- (a) it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part time employee in accordance with the provisions of this award – that is, the casual employee is not truly a regular casual employee as defined in paragraph (b);
- (b) it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months;
- (c) it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
- (d) it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be

accommodated within the days and/or hours during which the employee is available to work.

- 5.2.8 For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- 5.2.9 Where the Employer refuses a regular casual employee's request to convert, the employer must provide the casual employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in Clause 8.8.
- 5.2.10 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and employee must discuss and record in writing:
- (a) the form of employment to which the employee will convert – that is, full-time or part-time employment;
 - (b) if it is agreed that the employee will become a part-time employee, the matters referred to in Clause 5.1.2; and
 - (c) the date upon which the conversion will take effect.
- 5.2.11 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual employee to so convert.
- 5.2.12 Nothing in this clause requires an Employer to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.
- 5.2.13 An employer must provide a casual employee whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work. A casual employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in this subclause.

5.3 Termination

A permanent employee's termination shall be in accordance with the provisions of the *Fair Work Act 2009* (Cth). The period of notice to be given 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 years of continuous service with the Employer.

The period of notice to be given by the employee shall be one (1) week.

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.

If an employee who is at least 18 years old does not give the period of notice required under this Clause, the Employer may deduct from an amount payable to the employee under this Agreement, an amount that is no more than one week's wages for the employee. Provided that any deduction made must not be unreasonable in the circumstances.

5.4 Redundancy

Redundancy will be in accordance with the National Employment Standards.

5.5 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.

5.6 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.

5.7 Consultation

The Parties to the Agreement will be bound by the Consultation Term in Schedule 1.

5.8 Flexibility

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

6 Wages and Classification

| Classification | Definition |
|-----------------------|--|
| Level 1 | An employee that is a New Entrant with less than six (6) months experience in the industry. |
| Level 2 | An employee with more than six (6) months experience in the industry and operates a concrete vibrator, is a repair/ and or jointer or undertakes general labouring duties. |
| Level 3 | An employee who is experienced in the industry and is a minor concrete operator, pipe tester or stacker by hands of articles including bricks, blocks, tiles and pipes. |
| Level 4 | An experienced employee in concrete productions manufacture who can perform OHT Crane operations, tack welding, steel fixing and operate concrete vibrating machines. |
| Level 5 | An experienced employee who is multi-skilled in all of the concrete product and/ or acts as a Leading Hand. |

6.1 Wage Rates

Employees shall be classified and paid in accordance with the following classification structure. These are the minimum rates and in particular cases a higher amount maybe negotiated.

The wage rates for each classification 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.

| Classification | Wage Rate - Per Hour Permanent |
|-----------------------|---------------------------------------|
| Level 1 | \$20.55 |
| Level 2 | \$21.10 |
| Level 3 | \$21.90 |
| Level 4 | \$22.65 |
| Level 5 | \$23.80 |
| Leading Hand | \$24.75 |

These wage rates will increase in the years 2020, 2021 and 2022 by the percentage increase awarded by the National Wage Review and operative from the date of such increase by the National Wage Review.

6.2 Living Away from Home Allowance

An employee who is required to work at a distance from his usual place of residence that is unreasonable to return home to each day will be entitled to reasonable board and accommodation or be paid a living away from home allowance of \$83.95 per day for the first seven (7) days and \$587.00 per week for any subsequent week or part thereafter.

Applicants for employment will be required to make a declaration accompanied by appropriate proof of their usual place of residence upon application.

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.

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 Salary Sacrifice/Package

It will be available by agreement that parts of the wage or payments arising from this Agreement to be sacrificed and paid as additional superannuation to the gross value of the wages/payments sacrificed.

6.5 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 maximum work cycle of four (4) weeks. The ordinary hours may be worked from 6.00 am to 6.00 pm Monday to Friday. The ordinary hours shall not exceed 10 hours per day.

The work cycle may be altered by agreement to suit project requirements. It will be available to work alternate hours of work that provide an average of 38 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; 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.

7.2 Additional Hours/Overtime

It is a requirement that employees will work reasonable additional hours in excess of their ordinary hours. All time worked in excess of the work cycle's ordinary weekly or daily hours or outside of the span of ordinary hours of work 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 time worked on Saturday (after midday) and on Sunday shall be paid at double time.

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

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 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.

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.

7.4 Meal and Crib Allowance

An employee who is required to work at least two (2) hours overtime, Monday to Friday, without being notified at least 24 hours prior to the overtime commencing, will be entitled to a meal allowance of \$15.80 for such work performed. In addition, the employee will be paid a crib break of 20 minutes at their ordinary rate where at least two (2) hours overtime has been performed.

7.5 Shift Work

Shift work is a necessary feature of the employer's operation and employees may be required to work shift work in accordance with project needs.

An Afternoon Shift means any shift finishing after 6:00pm and at or before midnight.

A Night Shift means any shift finishing subsequent to midnight and at or before 8:00am

A Rostered Shift means a shift of which the employee concerned has had at least 48 hours' notice.

Shift work shall be paid as follows:

- Where less than five (5) continuous afternoon or nights or a rostered 38 hours per week are worked, the overtime penalties in Clause 7.2 will apply.
- Where five (5) continuous afternoon or nights or more per week are worked, a 15% loading shall apply on the ordinary hours of work only;
- Where a non-rotating shift roster is worked for a four (4) week period or more, a 25% loading shall apply on the ordinary hours of work only.

An afternoon or night shift worker will be entitled to a paid 20 minutes crib break in each shift which will be counted as time worked.

All overtime worked by shift workers Monday to Friday will be paid at the rate of double time. The overtime penalties as prescribed in Clause 7.2 shall apply to all hours worked on shift work on a Saturday or Sunday.

8 Conditions of Employment

8.1 Annual Leave

8.1.1 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 continuous service consistent with the *Fair Work Act 2009* (Cth). 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 National Employment Standards (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 8.1.4.

8.1.2 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 two (2) months' notice may require employees to take annual leave for an annual shutdown.

8.1.3 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.

8.1.4 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); plus an amount equal to 17.5% of the amount.

8.1.5 Payment on Termination

An employee on termination will be paid the accrued untaken annual leave based on the period of service.

8.2 Personal/Carers Leave

8.2.1 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 *Fair Work Act 2009* (Cth). Personal/carers leave will be paid at the employee's ordinary rate of pay for ordinary hours for the period of 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.

8.2.2 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:

- Have a credit entitlement to a period of leave,
- Notify the Employer of the absence as soon as possible,
- Advise the Employer how long the absence on personal/carers leave is likely to be,
- 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.

8.2.3 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.

8.2.4 Personal/carers Leave Cumulative

Personal/carers leave shall accumulate from year to year.

8.2.5 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.

8.3 Parental Leave

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

8.4 Compassionate Leave

A permanent 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 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.

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.

8.5 Community Service Leave

Employees will be entitled to Community Service Leave in accordance with the *Fair Work*

Act 2009 (Cth).

8.6 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 purpose of Portable Long Service Leave Schemes will be undertaken.

8.7 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,
- 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 rate of double time and a half for all time so worked where "double time and a-half" means one and a-half day's wages in addition to the employee's ordinary time rate of pay or *pro-rata* if there is more or less than a day.

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.

8.8 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

Protech Group (Aust) Pty Ltd

Signed  _____

Name Marc Meili

Capacity to Sign Managing Director

Address 1/3466 Pacific Hwy, Springwood Q 4127

Witness  _____

Name of Witness (print) Natalie Stewart

Address 1/3466 Pacific Hwy, Springwood Q 4127

Date 17/04/2020

Signed For and on behalf of the


Employees of Protech Group (Aust) Pty Ltd

Signed 

Name Kingston Peru

Capacity to Sign Labourer

Address 9 Heshbon St, Gateshead, NSW, 2290

Witness BRAD HARTLEY 

Name of Witness (print) BRAD HARTLEY

Address 12 Devonshire St CAMERON PARK, NSW 2285

Date 16/4/2010

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.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2020/1109

Applicant:

Protech Group (Aust) Pty Ltd

Section 185 – Application for approval of a single enterprise agreement.

Undertaking – Section 190

I, Natalie Stewart, Group General Manager – People & Culture for Protech Group (Aust) Pty Ltd give the following undertaking with respect to *Precast Enterprise Agreement 2020* (“the Agreement”):

I have the authority given to me by Protech Group (Aust) Pty Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

1. Adoption of the Modern Award

The Applicant undertakes to apply the following clauses of the Concrete Products Award 2020 in addition to the terms of the Enterprise Agreement:

- Clause 18.2 (d) - First Aid Allowance
- Clause 18.3 (c) - Distant work
- Clause 18.3 (i) - Transfer between jobs
- Clause 19 - Superannuation
- Clause 31 - Dispute resolution procedure training leave

2. Coverage

In relation to clause 2 the Applicant undertakes that the Agreement does not apply to work falling within the coverage of the *Building and Construction General On-Site Award 2010*.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

Date: 03 June 2020