

**Individual Flexibility Agreement
Under the
Building and Construction General On-Site Award 2020**

This Agreement is made between:

Minor Constructions Pty Ltd t/a Refined Space Constructions of **315 Rockonia Road, Koongal 4701** in the State of Queensland ("the Employer")

And

Jeremy Tydd of **3 Forrester Way, Yeppoon Qld 4703** in the State of Queensland ("the Employee").

Date Agreement is Made:	13 January 2025
Employee Position:	Carpenter (CW/ECW3)
Modern Award(s) covering parties, which is being varied pursuant to flexibility clause:	Building and Construction General On-Site Award 2020
Modern Award term(s) being varied:	Clause 16 Ordinary Hours of Work and Rostering Arrangements Clause 18 Meal Breaks Clause 19 Minimum Rates Clause 20 Payment of Wages Clause 21 Expense-related Allowances Clause 22 Industry Allowances Clause 23 Other Allowances Clause 26 Travelling Time Entitlements Clause 29 Overtime Clause 30 Penalty Rates Clause 31 Annual Leave
How are the term(s) being varied:	Clause 16 Ordinary Hours of Work The parties agree that all relevant factors have been taken into consideration and that the normal working hours shall be an average of up to 76 hours per fortnight, with no allowance for the accrual and taking of rostered days off (RDO) as per clause 16.8. Start and finish times may fall within the hours of 6am to 6pm. Frequency of break times and breaks between periods of work will be those agreed between the parties from time to time. Where no agreement can be

reached, the Employer shall determine all reasonable work times that accord with business requirements.

Clause 18 Meal Breaks

The parties agree that the hourly rate has been loaded to compensate for rest periods and crib time payable under clause 18.3.

Clause 19 Minimum Rates

The parties agree to pay the Employee a loaded hourly rate in excess of that provided for in the Award. The parties agree that this loaded rate will be \$40.00 per hour, exclusive of superannuation.

Clause 20 Payment of Wages

The parties agree that wages will be paid fortnightly in arrears by no later than Tuesday of the week following completion of the working fortnight.

Clause 21 Expense-related Allowances

The parties agree that the hourly rate has been loaded to compensate for allowances payable under clause 21.

Clause 22 Industry Allowances

The parties agree that the hourly rate has been loaded to compensate for allowances payable under clause 22.

Clause 23 Other Allowances

The parties agree that the hourly rate has been loaded to compensate for allowances payable under clause 26.

Clause 26 Travelling Time Entitlements

The parties agree that the hourly rate has been loaded to compensate for allowances payable under clause 26.

Clause 29 Overtime and Clause 30 Penalty Rates

The parties agree that any overtime worked Monday to Friday will be up to and capped at 1.9hrs per day and paid at the rate of 150% of the ordinary hourly rate. If required to work overtime for two (2) or more hours beyond your usual finishing time (3:06pm) you will be paid at 150% of the ordinary hourly rate. In the event that unforeseen circumstances necessitate work on a Saturday, the first two (2) hours will be compensated at 150% of the ordinary hourly rate. Any time worked beyond two (2) hours will be compensated at double the Ordinary hourly rate. The maximum allowable working hours on a Saturday will be limited to three (3) hours concluding no later than noon. No work will be scheduled or required on Sundays.

Clause 31 Annual Leave

The parties agree that the employee will be paid an hourly rate that is loaded to compensate for leave loading payable under clause 31.

How does the Agreement not disadvantage the Employee in relation to Employee's terms and conditions of employment:

Clause 19 Minimum Wages

An analysis to ensure the employee is better off overall has been conducted based on the below roster arrangement(s) and applying the penalties as confirmed in this agreement:

Example Roster

Standard Day No Overtime		Standard Day with maximum Overtime	
Day	Ordinary Hours 7.00am to 3.06pm	Ordinary Hours 7.00am to 3.06pm	Overtime 3.06pm to 5.00pm
Monday	7.6	7.6	1.9
Tuesday	7.6	7.6	1.9
Wednesday	7.6	7.6	1.9
Thursday	7.6	7.6	1.9
Friday	7.6	7.6	1.9
Saturday	0	0	0
Sunday	0	0	0
Monday	7.6	7.6	1.9
Tuesday	7.6	7.6	1.9
Wednesday	7.6	7.6	1.9
Thursday	7.6	7.6	1.9
Friday	7.6	7.6	1.9
Saturday	0	0	0
Sunday	0	0	0
Total	76	76	19

Payment Under Award (based on 1.9hrs overtime per day)

Day	Ordinary Time \$27.17	Tool Allowance	Industry Allowance	Fares & Travel	Overtime up to 1.9hrs/day \$44.24/hr	Total
Monday	\$ 206.46	\$ 38.67	\$ 49.55	\$ 21.94	\$ 84.06	\$ 400.68
Tuesday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Wednesday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Thursday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Friday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Saturday	\$ -	\$ -	\$ -	\$ -		\$ -
Sunday	\$ -	\$ -	\$ -	\$ -		\$ -
Monday	\$ 206.46	\$ 38.67	\$ 49.55	\$ 21.94	\$ 84.06	\$ 400.68
Tuesday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Wednesday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Thursday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Friday	\$ 206.46	\$ -	\$ -	\$ 21.94	\$ 84.06	\$ 312.46
Saturday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sunday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2064.60	\$ 77.34	\$ 99.10	\$ 219.40	\$ 840.60	\$ 3,301.04

Payment Under Individual Flexibility Agreement (based on 1.9 hours overtime per day)

Day	Ordinary Time \$40.00	Tool Allowance	Industry Allowance	Fares & Travel	Overtime up to 1.9hrs/day \$60.00	Total
Monday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Tuesday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Wednesday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Thursday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Friday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Saturday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sunday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Tuesday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Wednesday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Thursday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Friday	\$ 304.00	\$ -	\$ -	\$ -	\$ 114.00	\$ 418.00
Saturday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sunday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3040.00	\$ -	\$ -	\$ -	\$ 1140.00	\$ 4180.00

General

Based on these calculations, the Employee will be approximately \$878.96 per fortnight better off based on the Individual Flexibility Agreement.

The parties agree that except as specifically provided for under this individual flexibility agreement, the Employee's loaded rate may be offset against any legal entitlement arising under an Award, Agreement or any other law or legal instrument, such as, but not limited to, any periodic rate of pay, overtime payments, weekend and holiday penalties, shift allowance, vehicle allowance, travelling expense, penalty payments and annual leave loading. As such any salary that the Employee receives that is greater than the entitlement the Employee would receive under the NES, any applicable Award, Agreement or any other law or legal instrument satisfies any other legal entitlements where the Employee receives less than the minimum amount under that law or legal instrument.

This agreement was reached following a period of review by both parties of no less than seven days. The employee was provided a copy of the proposed agreement and the full text of the Building and Construction General On-Site Award 2020 during the seven day review period. The Employee was provided with opportunities to ask questions, seek independent advice or representation during this review period.

This agreement operates as per the date of agreement (13th January 2025)

Either party may terminate this agreement by giving no less than 4 weeks written notice to the other or by providing written notice prior to the Agreements commencement.

The parties entered into this Agreement genuinely and without coercion. The signatures below testify to the fact that the Agreement has been ratified by the parties.

ACKNOWLEDGEMENT

Signed for and on behalf of **Refined Space
Constructions (ACN: 617 039 531):**

.....
(Sign Name)

.....
(Print Name)

.....
(Date)

Signed for and on behalf of the employee **Jeremy Tydd:**

.....
(Sign Name)

.....
(Print Name)

.....
(Date)