

'CONFIDENTIAL'

EVEREST CIVIL PTY LTD



**TRUCK DRIVER/PLANT OPERATOR
CONTRACT OF EMPLOYMENT (CASUAL)**

CONTRACT dated 14 October 2025

BETWEEN Everest Civil of 39 Nelson Place, Carindale QLD 4152
("Employer")

AND Juan Boulter of C/O via email webbbounty@gmail.com
("Employee")

1. DEFINITIONS

- 1.1 'Act' means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 1.2 'Award' means the *Building and Construction General On-site Award 2020*.
- 1.3 'Board' means Everest Civil.
- 1.4 'Commencement Date' means the commencement date prescribed in the Schedule.
- 1.5 'Confidential Information' includes all information of a confidential nature regarding the Employer's past, current or future business interests, methodology, processes or affairs and client/customer information or information regarding any person or entity with which it may deal or be concerned. It may also include (but is not limited to) matters of a technical nature, technical processes, trade secrets, marketing procedures, financial information, client information and any other information of which the Employee is advised in writing by the Employer as being Confidential Information.
- 1.6 'Continuous Service' has the meaning set out in the Act.
- 1.7 'Contract' means this contract of employment.
- 1.8 'Immediate Family' has the same meaning as in the Act and includes the Employee's spouse (or de facto spouse) and a parent, sibling, child, grandparent or grandchild of the Employee or the Employee's spouse.
- 1.9 'Intellectual Property Rights' means the copyright, trade mark, design, patent, process or any other property capable of legal protection.
- 1.10 'NES' means the National Employment Standards of the Act.
- 1.11 'Position' means the position prescribed in the Schedule.
- 1.12 'Public Holiday' has the same meaning as in the Act.
- 1.13 'Schedule' means the Schedule to the Contract.
- 1.14 'Sensitive Information' means all information concerning or relating to the provisions of this Contract, including the circumstances relating to the termination of this Contract. It also includes any of the Employer's information, policies, procedures and methodologies and any information of which the Employee is advised in writing by the Employer as being Sensitive Information.
- 1.15 'Wages' means the amount prescribed in the Schedule.

2. COMMENCEMENT DATE

2.1 This Contract and your employment will commence on 6 October 2025. This date will be recognised for all purposes regarding your employment service.

3. EMPLOYMENT RELATIONSHIP

3.1 Offer and Acceptance

The Employer has offered, and the Employee accepts, the terms and conditions outlined in this Contract.

3.2 Variation

This Contract may only be varied in writing signed by both parties.

3.3 Entire Understanding

In addition to the NES, this Contract represents the entire understanding between the parties regarding the employment relationship and replaces all previous contracts, representations and agreements, which from the date of this Contract are void and have no effect. Nothing in this Contract limits the operation of the NES or the Act.

4. POSITION

4.1 Status

The Employee is engaged on a casual basis for the period of this Contract.

This means that the Employee is not employed on a permanent basis but rather their hours of work and employment are subject to their availability for work and the Employer's need for the Employee's services.

However, and without limiting what is set out elsewhere in this Contract, by accepting the terms of this Contract, the Employee agrees and accepts that they are being offered the opportunity to enter into casual engagements with the Employer, in circumstances where the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.

The Employee further agrees and accepts that:

- (a) they have no agreed pattern of work; and
- (b) the Employer is not required to offer them casual engagements at any time, and will only offer casual engagements in accordance with the needs of the business.

4.2 Position Description

The Employee's duties and responsibilities are set out in the Award. The Employee is required to carry out any duties within the Employee's skills and qualifications. Any fundamental and significant changes to the Position will be by agreement between the parties however, the Employer may vary ancillary and secondary tasks within the Position to meet its operational requirements by providing four (4) hour's notice in writing to the Employee.

4.3 Location

The Employee will be based in Brisbane, QLD 4000. The Employer reserves the right to change the office location and to direct the Employee to work at a different premise.

5. PROBATION

5.1 As the Employee is a Casual Employee, no probationary period is applicable.

6. HOURS OF WORK

- 6.1 As a casual employee, the Employee will not have reasonably predictable or regular hours of work and may be required to work at any time of the week including late nights, weekends and public holiday to suit the Employer's operational requirements. The Employer will notify the Employee when they are required to work from time to time.
- 6.2 The Employee's maximum ordinary hours per week as a casual employee will be 40 hours per week, plus reasonable additional hours. However, if there is ever a week where the Employee considers working more than 40 hours is unreasonable, they should discuss this with the Employer.
- 6.3 Any overtime worked will be payable at the Employee's ordinary rate of pay as outlined in the Schedule.

7. OBLIGATIONS AND RESPONSIBILITIES OF THE EMPLOYEE

In addition to any other obligations set out in this Contract, the Employee must comply with the following obligations and responsibilities:

- 7.1 The Employee will devote their time, attention, and skills as necessary to carry out the duties of the Position to the best of their ability.
- 7.2 The Employee will carry out their work at places reasonably requested by the Employer.
- 7.3 The Employee will comply with all the Employer's lawful and reasonable instructions.
- 7.4 The Employee will use their best endeavours to actively promote the Employer's organization, interests, and reputation, including modelling behaviors aligned with organizational mission, values, and cultural framework.
- 7.5 The Employee will comply with the Employer's internal policies and procedures (which do not form part of this Contract) as varied and issued from time to time. The Employee must familiarise themselves with all of the Employer's policies and procedures as soon as reasonably practicable.
- 7.6 Subject to their skills, knowledge and experience, the Employee will, as required, assist in the training and the development of other persons engaged by the Employer.
- 7.7 The Employee will respect and value the diversity of the Employer's workplace by helping to prevent and eliminate unlawful discrimination, harassment, and bullying.
- 7.8 The Employee will comply with all occupational health and safety laws, industry codes and practices to provide a safe workplace.
- 7.9 The Employee will comply with all privacy laws including in the collection and security of personal identifying information.
- 7.10 The Employee will not attend the Employer's workplace impaired by alcohol and/or drugs (prescribed or non-prescribed) and will not consume or be in possession of alcohol or non-prescribed drugs whilst at work.
- 7.11 The Employee will not engage in or support any fellow employee to engage in any bullying, sexual, racial, or other harassment or unlawful discrimination against any person in the course of their employment with the Employer.
- 7.12 The Employee will advise the Employer of any medication (prescribed or non-prescribed), which they are taking which may in any way affect the performance of their duties under this Contract.
- 7.13 The Employee will disclose to the Employer any interests (whether direct or indirect), which may give rise to a conflict with the performance of the services pursuant to this Contract.

8. REMUNERATION

In consideration for the Employee providing services and complying with this Contract, the Employer will provide the Employee with a remuneration package comprised of the following components:

8.1 Wages

- (a) The Employee will be paid an hourly rate, exclusive of Superannuation contributions but including a 25% casual loading, as prescribed by the Schedule to this Contract and will be paid weekly.
- (b) All payments made to the Employee by the Employer throughout their employment (regardless of whether they are expressly referred to or guaranteed by this contract) compensate for and set-off to the fullest extent possible all combined benefits or entitlements the Employee has under any applicable industrial instrument or law. This includes, without limitation, payment for all hours worked, any minimum salary, payment for minimum periods of engagement, overtime, penalty rates for weekend work or public holiday work, shift and overtime allowances, meal allowances, annual leave loading and any other allowances and loadings to which the Employee may otherwise be entitled.
- (c) Where the combined monetary value of all such benefits or entitlements exceeds the combined monetary value of all payments actually made to you, the Employer's further payment obligations shall be limited to the difference between those two combined amounts.
- (d) The Employee's wage will be reviewed annually.
- (e) Without limiting the effect of the preceding paragraphs, the Employee acknowledges that their casual loading is paid instead of, and as compensation for, all payments or benefits that, as a casual employee, they are not entitled to receive under the NES, any industrial instrument, or any other law or instrument. These payments or benefits include but are not limited to paid annual leave, paid personal/carer's leave, paid compassionate leave, payment for absence on a public holiday, payment in lieu of notice of termination, and redundancy pay.

8.2 Superannuation

The Employer will make superannuation contributions on behalf of the Employee in accordance with the Superannuation Guarantee legislation prevailing from time to time. Superannuation contributions will be made into an eligible fund nominated by the Employee, or if no fund is nominated by the Employee within 28 days of commencing employment, into the Employer's default fund.

8.3 Living Away From Home and Meal Allowances

- (a) Where the Employee is required to travel for work and cannot reasonably return to their home address at the end of each day, the Employer will provide suitable accommodation, and an appropriate 'Living Away From Home Allowance'. In addition, the Employer will provide a suitable 'Meal Allowance' in these instances. The details of such allowances are specified in the Schedule.
- (b) Where the Employee is required to travel for work which qualifies them for the allowances specified in clause 8.3(a) of this Contract, the Employee will be paid for travel time at their ordinary rate of pay as outlined in the Schedule.

9. REIMBURSEMENT OF EXPENSES

- 9.1 The Employee is entitled to reimbursement for any expenses reasonably incurred with the Employer's approval on behalf of the business. Any reimbursement for authorised monetary expenses submitted by the Employee in accordance with the Employer's procedures and repayable to the Employee under this Contract will be paid at the same time as the Employee's Wages.

10. OVERPAYMENT

10.1 In the event the Employer overpays the Employee, the Employee agrees that the overpayment is a debt owing to the Employer. By agreement, the Employee may repay the amount owing. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the amount by lawful means.

11. LEAVE ENTITLEMENTS

11.1 As a casual employee, the Employee is only entitled to leave to the extent provided for casual employees in accordance with the NES and the Act.

12. LICENCES

12.1 In the course of their employment, the Employee will be required to drive a heavy goods vehicle. As such, the Employee must maintain a current and appropriate licence for operation of such vehicles.

12.2 The Employee must immediately notify the Employer if the relevant licence is suspended or cancelled. The suspension or cancellation of the Employee's licence may result in termination of employment.

13. TERMINATION

13.1 As a casual employee, either the Employer or the Employee may terminate the employment at any time without notice.

13.2 The Employee is not entitled on termination of employment to any pay in lieu of notice or any severance pay or redundancy pay based on length of service.

(a) On termination of employment for any reason, the Employee must immediately return to the Employer all property, documents and items relating to the business of the Employer which they have in their possession or control. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property, and other information, in whatever form, relating in any way to the Employer or its clients.

(b) On termination of employment for any reason, the Employee must also irretrievably delete any confidential information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in their possession, custody, care, or control outside the Employer's premises.

(c) The Employee will repay to the Employer the balance of any loans or advances made by the Employer against their pay or leave entitlements, or any money otherwise owed to the Employer by the Employee. The Employer reserves the right to deduct any moneys owing to the Employer from your final pay on termination.

14. RESTRICTIONS AFTER TERMINATION

14.1 The Employee agrees that they will not, without the prior written consent of the Employer, directly or indirectly participate, assist or be interested in (whether as sole operator, partner, associate, consultant, employee, independent contractor, employer, director, principal or in any other capacity) the commission of each of the following restricted activities during each Restraint Period and Restraint Area as defined.

14.2 The Employee acknowledges that they hold an important role with the Company that is of sensitivity to the Company's and its related entities business, confidential information and good will. The Employee further acknowledges that for the Restraint Period and in the Restraint Area they will not attempt or indirectly attempt for himself or on behalf of another person unless the Employee has written consent by the Employer:

- approach, solicit, canvass or accept work of a type that he performed for the Company or a related entity from any client or prospective client of the Company or a related entity with whom the Employee has had business dealings as part of their role;
- be employed or engaged by a competitor in a similar role which is in competition with part of the Company or a related entity in which they worked; or
- approach, solicit, induce or persuade an employee, contractor, supplier or agent of the Company or a related entity with whom they had business dealings in their role to cease their engagement with the Company or that related entity.

For the purposes of this clause:

(a) "Restraint Period" means:

- (i) 12 months;
- (ii) 6 months;
- (iii) 3 months.

(b) "Restraint Area" means:

- (i) the greater metropolitan Area of Brisbane (radius within 20km of the business);
- (ii) Brisbane (radius within 10km of the business);
- (iii) Brisbane (radius within 5km of the business).

14.3 The Employer may require the Employee to provide it with evidence confirming the Employee's compliance with this clause and the Employee agrees to promptly provide such evidence upon any reasonable request by the Employer.

14.4 This clause survives termination of the Employee's employment with the Employer.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

15.1 Confidentiality

Except as required by law, the Employee will not disclose, divulge, communicate to or otherwise place at the disposal of any third party, in any form or by any means, any Confidential Information or Sensitive Information. Any unapproved disclosure of Confidential Information or Sensitive Information is considered a serious breach of this Contract and may result in the Employee's dismissal.

15.2 Intellectual Property

- (a) All Intellectual Property Rights arising as a result of the performance of this Contract by the Employee will be the property of the Employer.
- (b) The Employee irrevocably and unconditionally assigns and agrees to assign, to the fullest extent permitted by law, to the Employer all right, title and interest which the Employee has or may acquire in relation to anything created, designed, developed, maintained or enhanced by the Employee in connection with the performance of their services.
- (c) The Employee agrees to do all things necessary to assist the Employer to identify, document and protect the Employer's Intellectual Property Rights.

- (d) The Employee agrees and consents to any act or omission by the Employer which may infringe any moral rights of the Employee in respect of any works or other subject matter created by the Employee in the course of their employment with the Employer. The Employee agrees that their consent extends to any acts and omissions by the Employer's licensees and successors.
- (e) The Employee may negotiate with the Employer to reserve to themselves part or whole of any Intellectual Property Rights to which the Employee may legally be able to establish title prior to the Employee's commencement of employment with the Employer.

16. EXCLUSIVITY

- 16.1 Subject to clause 16.2, for the duration of this Contract, the Employee will not engage in any other paid activity outside of the Employer's business without the prior written approval of the Employer.
- 16.2 For the duration of this Contract, the Employee will not engage in any conduct or activities which are inconsistent with their duties as an employee of the Employer or which conflict or might reasonably be perceived to conflict with the Employer's interests.
- 16.3 The Employee must declare to the Employer any interest in any business of any kind that may be in competition with the business of the Employer.

17. RETURN OF PROPERTY

- 17.1 On cessation of this Contract for any reason the Employee must:
 - (a) return immediately all property belonging to the Employer;
 - (b) return immediately any information relating to the Employer's business methodology or affairs, and
 - (c) destroy any record of any information relating to the Employer or to the Employer's business methodology or affairs which is unable to be returned, including information stored electronically.
- 17.2 For the purpose of this clause 'property' includes, but is not limited to, keys, uniforms, phones, computers, motor vehicles and equipment.
- 17.3 The Employee agrees that for any outstanding property not returned, costs or money owed to the Employer is a debt owing to the Employer. By agreement, the Employee may repay the amount equal to the reasonable value of what is owed. If agreement is not reached on repayment, the Employer may initiate proceedings to recover the outstanding amount by lawful means.

18. DISCLOSURE OF INFORMATION

- 18.1 By executing this Contract, the Employee declares that they are entitled to work in Australia. The Employee will provide evidence of that entitlement if directed by the Employer. If the Employee is at any stage not entitled to work in Australia, the Employer may terminate the Employee's employment without notice.
- 18.2 The Employee has an ongoing obligation to disclose all relevant and factual information of which the Employee is aware that could affect, or that could be foreseen to affect, the Employee's employment with the Employer or the Employee's ability to perform the duties associated with their position, and to perform such duties in a safe manner. This includes disclosing to the Employer any interests (whether direct or indirect), which may give rise to a conflict with the performance of the services pursuant to the Employee's Contract.
- 18.3 The Employee agrees that the information provided to the Employer by the Employee, whether oral or written, in their application for this position and pursuant to this Contract is true, complete and accurate. This includes disclosure of all and any pre-existing injuries and

diseases of which the Employee is aware or which the Employee could reasonably have foreseen may affect their proposed employment.

- 18.4 In the event that any significant inaccuracy or omission is discovered about information provided by the Employee, the Employer may terminate this offer of employment and the Employee's employment without notice. Such termination must not occur until the Employer has had an opportunity to discuss the nature of the inaccuracy or omission and have considered any explanation offered by the Employee.

19. APPLICABLE LAW

- 19.1 To the extent that the provisions of this Contract exceed or supplement the minimum standards prevailing under the Act, those provisions will be enforceable in the state prescribed in the Schedule.
- 19.2 Any dispute arising from the interpretation, enforcement or any other matter under this Contract may only be dealt with in the jurisdiction of the state or territory set out in the Schedule, unless there is no available remedy to either party in that jurisdiction.
- 19.3 If any provision in this Contract is in breach of any applicable law, it will be of no effect to the extent that it is in breach of that law only, and the remainder of the Contract will continue in force.

20. OPERATION OF THE CONTRACT

- 20.1 A reference in this Contract to a Schedule refers to that Schedule then in force, whether or not the Schedule is physically attached to all or any counterparts of this Contract. The Schedule forms part of this Contract.
- 20.2 The headings are for convenience only and are not intended to be relied on for the interpretation of the Contract.

21. SURVIVING TERMS

- 21.1 The provisions of this Contract which are capable of having effect after the termination of this Contract will remain in full force and effect following the termination of this Contract.

EXECUTED as a Contract

SIGNED FOR AND ON BEHALF OF
EVEREST CIVIL PTY LTD

.....
Andy Cameron

Date: / /

in the presence of

.....
Witness name and signature

Date: / /

SIGNED BY

.....
Juan Boulter

Date: / /

in the presence of

.....
Witness name and signature

Date: / /

SCHEDULE

Name	Juan Boutler
Position Title	Truck Driver/Plant Operator
Reporting Relationship	Andy Cameron
Location	Brisbane, QLD 4000
Commencement Date	6 October 2025
Remuneration	\$40.00 (inclusive of 25% casual loading, plus superannuation)
Allowances	<ul style="list-style-type: none"> • Living Away from Home Allowance of \$70.00 where applicable • Meal Allowance of \$50.00 where applicable when working out of Brisbane
Status	Casual
Award	Building and Construction General On-site Award 2020
Classification	CW/ECW 5 – not residential work

POSITION DESCRIPTION

- Operate excavators to carry out earthworks, trenching, site preparation, backfilling, and loading activities.
- Conduct daily pre-start checks, inspections, and routine maintenance of plant and equipment in line with manufacturer and company requirements.
- Operate heavy goods vehicles and other company vehicles to transport materials, spoil, machinery, and equipment safely between sites.
- Load and unload trucks using appropriate lifting techniques, ensuring loads are secured in compliance with road transport legislation.
- Follow site plans, drawings, and supervisor instructions to ensure excavation work is accurate and completed on time.
- Ensure safe operation of equipment in compliance with Work Health and Safety (WHS) legislation, site safety procedures, and environmental controls.
- Maintain safe exclusion zones and clear communication with ground workers, spotters, and other operators.
- Report hazards, defects, incidents, or near misses immediately to the Site Supervisor.
- Assist with general labouring duties when plant is not in operation.
- Maintain records of work completed, fuel usage, and equipment hours as required.

The list of duties is not exhaustive, and you may be directed to perform tasks outside of the above scope in line with your skills and abilities.