



***ENTERPRISE***  
***AGREEMENT 2024***

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## PART A - INTRODUCTION

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### 1. TITLE

This Agreement shall be known as the Rain Bird Enterprise Agreement 2024.

### 2. PARTIES

The parties to this Agreement are:

- 2.1. Rain Bird (Australia) Pty Ltd (ABN 35 004 644 446); and
- 2.2. all employees employed by Rain Bird in the Job Classifications set out in **Schedule 1** ("**the Employees**").

### 3. DEFINITIONS

- 3.1. "**Act**" means the Fair Work Act 2009 Cth
- 3.2. "**Agreement**" means this Rain Bird Enterprise Agreement 2024.
- 3.3. "**Capacity**" means full time, part time or casual employment.
- 3.4. "**Casual Employee**" has the meaning given by section 15A of the Act.
- 3.5. "**Casual Wage Rate**" means the applicable minimum rate of pay payable to a Casual Employee in **Schedule 1**, inclusive of a 25% casual loading.
- 3.6. "**Commencement Date**" means the seventh day following the date this Agreement is approved by Fair Work Commission ("**FWC**").
- 3.7. "**Confidential Information**" includes all information regarding the business, trade secrets and commercially valuable information of Rain Bird, its Related Bodies Corporate, including without limitation:
  - (a) All information relating to Customers (eg Customer lists, databases or records, particular customer transactions and the state of customer accounts) to which the Employee is privy as a result of their employment with Rain Bird;
  - (b) All information relating to suppliers of goods and services and Rain Bird arrangements with any other third parties;
  - (c) All information relating to Rain Bird including products, pricing, manuals, books, Policies and personnel;
  - (d) All matters relating to the business and marketing plans and strategies, technical data and financial information of Rain Bird;
  - (e) All systems, processes, designs, methods, drawings, know-how, specifications, intellectual property, computer hardware, software or programs of Rain Bird; and
  - (f) Any information or Documents which an Employee has been given or which has come to their attention during their employment with Rain Bird which, from its nature and content, is or would reasonably be expected to be confidential.

- 3.8. "**Customer**" means any person, corporation or other entity to whom Rain Bird has provided any services at any time in connection with the business of Rain Bird, which includes potential Customers, with which Rain Bird or any employee, contractor, agent or servant of Rain Bird has held discussions or provided proposals regarding the supply of any service or business to Rain Bird.
- 3.9. "**Documents**" includes supplier lists, price lists, Customer lists, market research information, software, data in any material form (including electronic form), manuals, diagrams, graphs, charts, projections, specifications, estimates, records, concepts, accounts, plans, formulae, designs, methods, techniques, processes, correspondence, letters, electronic messages and papers of every description including all copies of or extracts from the same.
- 3.10. "**Full time Employee**" means a Permanent Employee who works 152 hours per 4 week period.
- 3.11. "**Immediate Family**" means:
- (a) The Employee's spouse (including former spouse, de-facto spouse or former de-facto spouse or same sex partner), child (including stepchild, adopted child, ex-nuptial child or adult child), parent, grandparent, grandchild or sibling; and/or
  - (b) A child, parent, grandparent, grandchild or sibling of the Employee's spouse.
- 3.12. "**Intellectual Property**" means any statutory or other proprietary, ownership or control rights which now exist or may in future exist (both in Australia and in any foreign country) in respect of any invention, patents, trademarks (including goodwill and whether registered or unregistered), copyrights (including future copyrights), designs, circuit layouts, Confidential Information, trade secrets, know-how and all other rights with respect to intellectual property.
- 3.13. "**Job Classification**" means the job classification in which the Employee is employed by Rain Bird, as set out in **Schedule 1** and confirmed in writing in the Employee's Letter of Engagement.
- 3.14. "**Letter of Engagement**" means a letter provided to a new Employee which sets out their individual terms of employment, including:
- (a) The Employee's Capacity;
  - (a) The Employee's Job Classification under this Agreement;
  - (b) The Employee's Wage Rate;
  - (c) For Part time Employees, their initial Standard Hours of Work, including:
    - (i) the number of hours to be worked on each particular day of the week (**guaranteed hours**);
    - (ii) the corresponding start and finish times of shifts for each day of work; and
  - (d) Any other terms and conditions of employment not provided for in this Agreement.

- 3.15. **"Long Term Casual Employee"** means a Casual Employee who has been employed by Rain Bird on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months, and has a reasonable expectation of continuing employment by Rain Bird on a regular and systematic basis.
- 3.16. **"NES"** means the National Employment Standards in the Act.
- 3.17. **"Non Salaried Employee"** means an Employee who receives an hourly rate or weekly Wage Rate which is determined in accordance with the number of hours worked by the Employee as required by Rain Bird and set out in this Agreement and the Letter of Engagement.
- 3.18. **"Ordinary Wage Rate"** means the applicable minimum rate of pay payable to a Permanent Employee for all Standard Hours of Work.
- 3.19. **"Overtime"** or **"Overtime Hours"** means hours worked as defined in **Clauses 21 and 22**.
- 3.20. **"Overtime Pay"** means the applicable rate of pay for Overtime hours worked as set out in **Clauses 21 and 22**.
- 3.21. **"Part time Employee"** means a Permanent Employee who works up to 152 hours per 4 week period.
- 3.22. **"Permanent Employee"** means a Full time or Part time Employee.
- 3.23. **"Rain Bird"** means Rain Bird (Australia) Pty Ltd (ABN 35 004 644 446).
- 3.24. **"Rain Bird's Policies"** means any of Rain Bird's policies and procedures as set out in its employee manual, dealing with employment related duties, entitlements and obligations, as amended from time to time.
- 3.25. **"Related Body Corporate"** has the same meaning as defined under the *Corporations Act 2001*.
- 3.26. **"Salaried Employee"** means an Employee who receives an annual salary in equal payments, weekly, or fortnightly, monthly as determined by Rain Bird, irrespective of the hours worked by the Employee in accordance with this Agreement and the Letter of Engagement.
- 3.27. **"Schedule"** means a schedule to this Agreement.
- 3.28. **"Shift"** means the continuous period of time from when the Employee starts work to when the Employee finishes work for any rostered shift (excluding unpaid meal breaks).
- 3.29. **"Standard Hours of Work"** are those hours an Employee is required to work, excluding reasonable additional hours as set out in **Clauses 8.3(i), 8.4(i) and 8.6(a)(i)** of this Agreement.
- 3.30. **"Wage Rate"** means:
- (a) in the case of Salaried Employees, the Employee's salary (expressed either as an annual amount or as a notional hourly amount);

- (b) in the case of Non Salaried Permanent Employees or Casual Employees, the Employee's ordinary hourly rate of pay; and
- (c) excludes the following:-
  - (i) Overtime (**Clauses 21 and 22**); and
  - (ii) Performance Incentives and Bonuses (**Clause 30**).
- (d) The minimum Wage Rates for Employee Job Classifications are set out in **Schedule 2**.

3.31. **"Week"** means Monday to Sunday.

**PART B - APPLICATION**

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**4. THIS AGREEMENT:**

- 4.1. will operate from the Commencement Date and shall remain in operation for a period of 4 years from the Commencement Date (the "**Nominal Expiry Date**");
- 4.2. shall be binding on Rain Bird and all Employees;
- 4.3. overrides all letters of offer and employment contracts, whether written or oral, in existence prior to the Commencement Date, save for an Employee's Letter of Engagement or any agreement or deed relating to confidential information, intellectual property or post employment obligations;
- 4.4. constitutes the entire agreement between Employees and Rain Bird in relation to all matters relating to their employment with Rain Bird, save for Employee Letters of Engagement, any agreement or deed relating to confidential information, intellectual property or post employment obligations or any of Rain Bird's Policies;
- 4.5. is not to be read in conjunction with any award;
- 4.6. provides minimum entitlements only and shall not restrict Rain Bird and Employees from agreeing to a higher Wage Rate or any other additional benefits; and
- 4.7. Does not incorporate any of the NES in the Act. 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.

**5. VALIDITY OF AGREEMENT**

If any provision of this Agreement is declared or determined to be illegal or invalid by the Workplace Authority or a court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected and the illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.



## **PART C - EMPLOYMENT CONDITIONS**

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### **6. FAIR WORK INFORMATION STATEMENT**

Rain Bird must give each new Employee the Fair Work Information Statement before, or as soon as practicable after, the Employee starts employment. Copies of the Fair Work Information Statement may be located at <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/fair-work-information-statement>

### **7. CASUAL EMPLOYMENT INFORMATION STATEMENT**

Rain Bird must give each new Casual Employee the Casual Employment Information Statement before, or as soon as practicable after, the Casual Employee starts employment. Copies of the Casual Employment Information Statement may be located at <https://www.fairwork.gov.au/employment-conditions/national-employment-standards/casual-employment-information-statement>

### **8. CONTRACT OF EMPLOYMENT**

8.1. A new employee commencing employment will be provided with a Letter of Engagement. The Letter of Engagement and this Agreement shall determine the terms and conditions of the Employee's employment with Rain Bird.

8.2. Any change to an Employee's Letter of Engagement shall be made in consultation with the Employee and will be confirmed in writing.

#### **8.3. Full Time Non Salaried Employees**

- (i) are required to work an average of 152 hours per four Week period, plus reasonable additional hours;
- (ii) will be paid the relevant Wage Rate for each hour worked up to 152 hours per four Week period; and
- (iii) will receive Overtime in accordance with **Clauses 21** and **22** for hours worked in excess of 152 hours per four Week period.

#### **8.4. Part Time Non Salaried Employees**

- (i) are required to work up to 152 hours per four Week period, plus reasonable additional hours;
- (ii) will be paid the relevant Wage Rate for each hour worked up to 152 hours per four Week period; and
- (iii) will receive Overtime in accordance with **Clauses 21** and **22** for hours worked in excess of 152 hours per four Week period.

#### **8.5. Casual Employees**

- (a) Casual Employees are employed to work on an hourly basis, when available and as required by Rain Bird.

- (b) Casual Employees shall be paid a Casual Wage Rate, being the Ordinary Wage Rate for the Employee's Job Classification as set out in **Schedule 2**, plus a casual loading of 25%, for all hours worked.
- (c) The following Clauses do not apply to Casual Employees:
  - (i) **Clause 10** (Probation period);
  - (ii) **Clause 34** (Annual leave);
  - (iii) **Clause 35** (Personal/carer's leave);
  - (iv) **Clause 40** (Paid community service leave)
  - (v) **Clause 61** (Notice of termination);
  - (vi) **Clause 63** (Redundancy); and
  - (vii) Such other Clauses of this Agreement which are clearly expressed to apply only to Permanent Employees.

#### 8.6. Salaried Employees

- (a) Salaried Employees:
  - (i) are required to work up to 152 hours per four Week period, plus reasonable additional hours; and
  - (ii) are paid a salary which is in full satisfaction of all hours worked; and
  - (iii) shall not be entitled to payment for:
    - 1 Overtime under **Clauses 20** or **22**;
    - 2 Penalty Rates under **Clause 23**;
    - 3 Allowances under **Clause 31**; or
    - 4 Any other clause that provides for additional payment to an employee in addition to their Wage Rate for hours worked.
- (b) Salaried Employees must be paid no less than they would have received had they been employed as a Non-Salaried employee under this Agreement for each 12 month period.

### 9. OBLIGATIONS

In their employment with Rain Bird, Employees agree to, at all times:

- 9.1. act in good faith towards Rain Bird;
- 9.2. obey all lawful and reasonable directions of Rain Bird's management;
- 9.3. comply with all legal requirements;

- 9.4. contribute to an amicable working atmosphere, including avoidance of prejudicial or discriminatory behaviour towards other individuals or groups;
- 9.5. follow guidance given by Rain Bird in relation to occupational health and safety and promote a safe and secure working environment;
- 9.6. notify Rain Bird immediately of any customer complaint, injury or incident sustained in the performance of duties;
- 9.7. act diligently, to the best of their ability and within the knowledge of their experience and any qualifications in the performance of work;
- 9.8. create and maintain records of work related activities as required by Rain Bird;
- 9.9. provide Rain Bird with relevant personnel details and inform Rain Bird of any change to those personnel details; and
- 9.10. act in the best interests of Rain Bird and at all times use their best endeavours to protect and promote Rain Bird's reputation, goodwill and customer relationships.

**10. PROBATION PERIOD**

- 10.1. Permanent Employees employed after the Commencement Date shall be employed subject to a 6 month qualifying and probation period of employment.
- 10.2. During the probation period, the Employee or Rain Bird may terminate employment with the giving of 1 weeks' notice.
- 10.3. Should an Employee be promoted to a new position at any time during their employment with Rain Bird, that new position will be subject to a 3 month probation period. During this probation period, either Rain Bird or the Employee may revoke the promotion and Rain Bird will reinstate the Employee to their former position and Wage Rate, or a comparable position and Wage Rate if the former position is not available. Such a revocation and reinstatement is deemed not to constitute termination of employment at the initiative of Rain Bird.

**11. PRE-EXISTING INJURIES AND DISEASES**

- 11.1. Prior to commencing employment with Rain Bird, Employees are required to disclose any pre-existing injuries, diseases or medical conditions suffered by the Employee of which the Employee is aware and which could reasonably be expected to be affected by the nature of the Employee's proposed employment with Rain Bird.
- 11.2. If an Employee fails to disclose any such pre-existing injuries, diseases or medical conditions, the Employee may not be entitled to compensation for any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury, disease or medical condition arising out of the Employee's employment with Rain Bird.
- 11.3. An Employee may be required to undergo a pre-employment medical and physiotherapy examination at the expense of Rain Bird. Rain Bird will receive a report in relation to the Employee's ability to perform the inherent requirements of the potential position.

**12. BACKGROUND CHECKS**

- 12.1. Prior to commencing employment, an Employee may be required to undertake a background check. If required by Rain Bird to do so because of the nature of the position, the Employee must complete an 'Application for Police Check' and submit to Rain Bird together with a copy of their driver's licence.
- 12.2. Prior to commencing employment, an Employee may be required to undertake a credit check. If required by Rain Bird to do so because of the nature of the position, the Employee must complete an authorisation for Rain Bird to enable Rain Bird to undertake a credit check from a credit reporting agency.

**13. IMMIGRATION COMPLIANCE**

Employees who are not Australian citizens or permanent residents will be required to complete an authority to obtain details of the Employee's immigration status from the Department of Immigration and Citizenship. No Employee will be permitted to undertake any work for Rain Bird unless it is verified that the Employee has the right to work.

**14. COMPANY POLICIES**

Employees must comply with the Rain Bird Employee Handbook. Rain Bird may amend its policies from time to time and will advise Employees of any amendments made.

**PART D - JOB CLASSIFICATIONS AND DUTIES**

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**15. JOB CLASSIFICATIONS**

15.1. Rain Bird employs Employees into the following classifications:

- (a) Technical:
  - (i) Service Engineer
- (b) Customer Service:
  - (i) Customer Service Supervisor
  - (ii) Customer Service Representative
- (c) Sales:
  - (i) Area Sales Manager / Area Specification Manager
  - (ii) Senior Area Sales Manager / Senior Area Specification Manager
  - (iii) Contractor Specialist
  - (iv) Senior Contractor Specialist
- (d) Management:
  - (i) Operations Manager
  - (ii) Regional Sales Manager
  - (iii) Service Manager

15.2. The duties are provided in **Schedule 1**. Job Classifications will be confirmed in Employee Letters of Engagement.

15.3. Any change to an Employee's Job Classification shall be made in consultation with the Employee and will be communicated in writing.

**16. FLEXIBILITY OF DUTIES**

16.1. Any job description provided to an Employee should be read as a general guide. Rain Bird may direct any Employee:

- (a) to carry out such duties as are within the limits of the Employee's skill, competence and training; and
- (b) to use such business tools or equipment as may be required, provided that the Employee has been properly trained in the use of such business tools and equipment.

16.2. Employees are expected to willingly accept flexibility of jobs and duties throughout their employment and to take all reasonable steps to achieve quality, accuracy, efficiency and completion of any reasonable job or task assigned by Rain Bird.

- 16.3. A reasonable change in duties to accommodate Rain Bird's business needs will not attract any extra payment and will not be grounds for the termination of employment.

**17. HIGHER DUTIES**

- 17.1. An Employee engaged for 3 or more hours during one day on duties carrying a higher minimum rate than the Employee's ordinary classification must be paid the higher minimum rate for the day;
- 17.2. If engaged for less than 3 hours during the day on higher duties, the Employee must be paid the higher minimum rate for the time worked on higher duties.

**18. LOCATION AND TRANSFER OF EMPLOYMENT**

- 18.1. Rain Bird employs Employees at various business premises.
- 18.2. Rain Bird may relocate Employees from one location to another, on a permanent or temporary basis, to accommodate the needs of the business, but will first consult with the Employee to ensure that such relocation takes into account that Employee's personal circumstances.
- 18.3. Due to the nature of Rain Bird's business, Employees may be required to travel, including interstate and overseas, to perform duties at the place of business of Rain Bird's Customers or prospective Customers.

**PART E - HOURS OF WORK AND BREAKS**

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**19. SPREAD OF HOURS**

- 19.1. The spread of ordinary hours for Customer Service Employees will be:
- (a) Monday to Friday – 7:00am – 7:00pm; and
  - (b) Saturday – 7:00am – 12:30pm.
- 19.2. Technical, Management and Sales Employees can work their Standard Hours at any time on any day of the week.
- 19.3. By written agreement between an Employee and Rain Bird, the spread of ordinary hours in **Clause 19.1** may be altered by up to one hour at either end of the spread for that Employee.

**20. MEAL AND REST BREAKS**

- 20.1. Employees must be given breaks as follows:
- (a) Employees will not be required to work more than 5 hours without an unpaid meal break of 30 minutes; and
  - (b) For any Employee that works for:
    - (i) more than 3 hours and less than 8 hours, they will be entitled to take a 10-minute paid rest break; or
    - (ii) more than 8 hours, they will be entitled to take two 10-minute rest breaks, one in the morning and one in the afternoon.
- 20.2. For the avoidance of doubt, time that is taken as a paid rest break shall be counted as time worked within the meaning of Standard Hours of Work. Time that is taken as an unpaid meal break shall not be counted as time worked within the meaning of Standard Hours of Work.
- 20.3. Meal breaks and rest breaks are, in all cases, to be taken at times which are convenient to Rain Bird's business. It may be that, in some instances, an Employee will be required to work through their break, in which case, a break will be taken at a mutually agreeable time.

**21. OVERTIME**

- 21.1. This Clause only applied to Non-Salaried Customer Service and Technical Employees.
- 21.2. Overtime means hours worked by an Employee:
- (a) In excess of 152 hours (excluding meal breaks) in a 4-week period (with each 4 week period determined in accordance with the commencement of the first pay cycle following 1 January of each calendar year);
  - (a) In excess of, or outside, their Standard Hours of Work;

- (b) Outside the spread of ordinary hours prescribed under Clause 19;
- (c) For Part Time employees, in excess of their and guaranteed hours; and
- (d) In excess of 11 ordinary hours (excluding meal breaks) worked on any single day, provided the Employee has been authorised in writing to work such hours by Rain Bird.

21.3. Overtime hours worked by all Employees must be paid the following applicable Overtime Pay:

<b>Time Period</b>	<b>Permanent Overtime Pay</b>	<b>Casual Overtime Pay</b>
First 2 hours of Overtime in a day	150% of the Wage Rate	175% of the Wage Rate
Overtime in excess of 2 Overtime hours in a day or Sunday	200% of the Wage Rate	225% of the Wage Rate

21.4. For the avoidance of doubt, each Day's work shall stand alone for the calculation of Overtime.

**22. OVERTIME – SALES EMPLOYEES**

22.1. This clause will only apply to non-salaried Sales Employees.

22.2. Overtime means hours worked by an Employee:

- (a) In excess of 152 hours (excluding meal breaks) in a 4-week period (with each 4 week period determined in accordance with the commencement of the first pay cycle following 1 January of each calendar year);
- (b) Work performed after 6pm Monday to Friday;
- (c) Work performed on a Saturday or Sunday;
- (d) Hours worked in excess of 10 ordinary hours (excluding meal breaks) on any single day,

provided the Employee has been authorised in writing to work such hours by Rain Bird.

22.3. Overtime hours worked by Sales Employees must be paid the following applicable Overtime Pay:



<b>Time Period</b>	<b>Permanent Overtime Pay</b>	<b>Casual Overtime Pay</b>
Hours worked: <ul style="list-style-type: none"> <li>• after 6:00pm Monday to Friday;</li> <li>• In excess of 10 hours in a day;</li> <li>• On a Saturday; or</li> <li>• In excess of 152 hours in a 4 week period.</li> </ul>	150% of the Wage Rate	175% of the Wage Rate
Hours worked on a Sunday	200% of the Wage Rate	225% of the Wage Rate

22.4. Each day will stand alone for Overtime Pay calculations.

### 23. PENALTY RATES

23.1. This clause does not apply to Management or Salaried Employees.

23.2. In addition to their Wage Rate, non-salaried Sales and Customer Service Employees will be entitled to the following penalty rates (calculated on their Wage Rate excluding any casual loading) for hours worked based on their department as follows:

<b>PERMANENT EMPLOYEES</b>			
<b>Department</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Sales	In accordance with clause 22		250% (150% when travelling)
Customer Service	125%	200%	250%
<b>CASUAL EMPLOYEES</b>			
<b>Department</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Sales	In accordance with clause 22		250% (150% when travelling)
Customer Service	150%	225%	275%

23.3. In addition to their Wage Rate, non-salaried Technical Employees will be entitled to the following penalty rates (calculated on their Wage Rate excluding any casual loading) for hours worked based on their department as follows:

<b>Department</b>	<b>Monday to Friday between 7:00pm and 7:00am</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Permanent	120%	120%	150%	250%
Casual	145%	145%	175%	250%

- 23.4. Where an employee is entitled to both Overtime and a Penalty Rate for the same hour, the Employee will be provided the greater of the two benefits, and the benefits will not stack.

## **PART F - WAGES, SUPERANNUATION AND BENEFITS**

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### **24. WAGES**

- 24.1. Subject to the terms of this Agreement, Employees will be paid, as a minimum, the Wage Rate for the Employee's Job Classification as set out in **Schedule 2**.
- 24.2. Non-salaried Employees must be paid their wages at least fortnightly in arrears.
- 24.3. Salaried Employees will be paid their wages monthly, on or around the 25 of each month.
- 24.4. The Wage Rates in this Agreement will, at all times, meet or exceed the minimum base rates of pay under the relevant modern award in compliance with section 206 of the Act.
- 24.5. It is each Employee's obligation to provide correct bank details to Rain Bird and advise Rain Bird promptly if there are any changes to those details.
- 24.6. Pay-slips giving details of earnings and deductions will be issued after each payment of wages.

### **25. JUNIOR WAGE RATES**

Junior Employees may be paid a junior percentage of the Ordinary Wage Rate or Junior Wage Rate set out in **Schedule 2** in accordance with the percentages set out below:

Sales Employees:

<b>Age</b>	<b>Junior Percentage</b>
18 years and under	67.5%
19 years	80%
20 years	90%
21 years and over	100%

Customer Service Employees:

<b>Age</b>	<b>Junior Percentage</b>
Under 16 years of age	45%
16 years of age	50%
17 years of age	60%
18 years of age	70%
19 years of age	80%
20 years of age	90%
21 years of age	100%

Technical Employees:

Age	Junior Percentage
Under 16 years	36.8%
16 years	47.3%
17 years	57.8%
18 years	68.3%
19 years	82.5%
20 years	97.7%
21 years of age	100%

## 26. TRAINEE WAGE RATES

- 26.1. Rain Bird may engage Employees as trainees in certain Job Classifications, pursuant to a training contract registered and approved by the relevant state training body.
- 26.2. Trainees shall, as a minimum, be paid in accordance with the minimum wage rates under the *Miscellaneous Award 2020*.

## 27. SUPERANNUATION

- 27.1. The Wage Rates outlined in this Agreement are exclusive of superannuation.
- 27.2. Rain Bird will pay superannuation contributions into a complying superannuation fund nominated by the Employee.
- 27.3. In the event that the Employee fails to nominate a complying superannuation fund within 60 days of commencement of employment, Rain Bird must pay superannuation contributions into the Employee's stapled superannuation fund, or if this does not exist, the default superannuation fund nominated by Rain Bird which must have a MySuper product.
- 27.4. The Employee may also forgo part of their Wage Rate in return for additional superannuation contributions being made by way of a 'salary sacrifice'. In the event that an Employee decides, for whatever reason, to making additional superannuation contributions, the Employee must advise Rain Bird in writing. Rain Bird will than take all available steps to stop the additional contributions.
- 27.5. Subject to the governing rules of the relevant superannuation fund, Rain Bird must also make the superannuation contributions provided for in **Clause 27.2**:
- (a) While the Employee is on any paid leave;
  - (b) For the period of absence from work (subject to a maximum of 52 weeks) of the Employee due to work-related injury or work-related illness provided that:
    - (i) the Employee is receiving workers compensation payments or is receiving regular payments directly from Rain Bird in accordance with the statutory requirements; and
    - (ii) the Employee remains employed by Rain Bird.

**28. SALARY SACRIFICE**

- 28.1. Rain Bird may agree to allow an Employee to forgo part of their Wage Rate in return for additional contributions being made into their superannuation fund by way of salary sacrifice.
- 28.2. In the event that an Employee decides, for any reason whatsoever, to stop participating in such salary sacrificing, arrangements will be made to reinstate the amount sacrificed to the Employee's Wage Rate.

**29. WAGE REVIEWS AND PERFORMANCE REVIEWS**

- 29.1. Wage and performance reviews are conducted periodically.
- 29.2. In reviewing an Employee's performance, regard shall be had to:
  - (a) their efficiency and competence in carrying out their duties and in meeting any established targets;
  - (b) their staff relations and public relations with Customers of Rain Bird;
  - (c) any of their other personal attributes (including versatility, judgement and productivity);
  - (d) efforts the Employee has made since their last review to develop their work-related skills; and
  - (e) any other arrangements which have been set in place between the Employee and their manager regarding their work.
- 29.3. The conduct of a wage or performance review will not impose an obligation on Rain Bird to increase an Employee's Wage Rate, unless such an increase is necessary in order to comply with **Clause 24.4**.
- 29.4. Rain Bird may, however, increase an Employee's Wage Rate after taking into account relevant factors, including performance and prevailing market conditions both generally and relating to the operational requirements of the business.

**30. PERFORMANCE RELATED BONUSES AND DISCRETIONARY BONUSES**

- 30.1. Rain Bird is committed to rewarding personal, team and company success. To further this, Rain Bird may elect to pay a bonus to an Employee in accordance with Rain Bird's bonus policy.
- 30.2. All bonuses are discretionary and Rain Bird reserves the right to review, amend or retract any type of performance incentive scheme or bonus at any time.
- 30.3. A performance related bonus or discretionary bonus will only be paid if the Employee is a current Employee as at the date such payment is due to be made.
- 30.4. Employees who receive a performance related bonus or discretionary bonus shall not have an expectation that such payment will form part of their wages on an ongoing basis.

### 31. ALLOWANCES

#### 31.1. Sales Employees:

Allowance	Qualification	Entitlement
Weekend Allowance	An Employee required by Rain Bird to be away from home (a usual place of residence) or headquarters for any weekend	\$64.80 per occasion
Living Away From Home	An Employee required to remain away from their usual place of residence for 2 or more consecutive nights in any one week, Monday to Sunday inclusive, in servicing the employee's allocated area.	\$81.59 per week
Vehicle	An Employee who is required to use their personal motor vehicle in completing their duties	\$0.98/km (car) \$0.33/km (motorbike)

#### 31.2. Technical Employees:

Allowance	Qualification	Entitlement
First Aid	An Employee who has a St Johns First Aid Certificate (or similar) and who appointed by Rain Bird to be a First Aid Officer.	\$20.65/week
Vehicle	An Employee who is required to use their personal motor vehicle in completing their duties	\$0.98/km
Leading Hand Allowance	A Team Leader or leading hand in charge of 3 or more employees.	3 – 10 employees: \$45.42/week 11 – 20 employees: \$67.10/week 21+ employees: \$85.68/week
Meal	An Employee who is required to work more than 1.5 hours of overtime after the completion of their hours and are not given at least 24 hours notice <sup>7</sup>	\$22.99 or a supplied meal. If the overtime exceeds 4 hours \$20.85 or a further meal.

#### 31.3. Customer Service Employees:

Allowance	Qualification	Entitlement
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First Aid	An Employee who has a St Johns First Aid Certificate (or similar) and who appointed by Rain Bird to be a First Aid Officer.	\$15.48/week
Meal	An Employee who is required to work more than 1.5 hours of overtime after the completion of their hours and are not given at least 24 hours notice <sup>7</sup>	\$19.43 or a supplied meal.  If the overtime exceeds 4 hours \$15.56 or a further meal.
Vehicle	An Employee who is required to use their personal motor vehicle in completing their duties	\$0.98/km

### 32. EXPENSES

- 32.1. Employees shall be reimbursed for all reasonable travel, accommodation and like expenses incurred in the carrying out of the Employee's duties, provided Rain Bird has previously authorised such expenses and:-
- (a) for reimbursement for reasonable travel expenses—the Employee has provided Rain Bird with a timesheet indicating the number of kilometres travelled and the reason for the travel; and
  - (b) for reimbursement of all other expenses—a tax invoice relating to the expense has been provided.
- 32.2. Reimbursement for reasonable travel expenses does not include travel which is undertaken as part of the daily tasks required to complete an Employee's duties.

## PART G - LEAVE ENTITLEMENTS

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### 33. GENERAL LEAVE PROVISIONS

- 33.1. All paid leave provided for in this Agreement will be paid at the Employee's Wage Rate.
- 33.2. The rules set out in the Act in relation to the taking of leave will apply in conjunction with this Agreement.
- 33.3. Permanent Employees will accrue leave entitlements on a pro-rata basis.
- 33.4. Casual Employees are not entitled to paid leave unless specified otherwise under this Agreement or the Act.

### 34. ANNUAL LEAVE

- 34.1. Permanent Employees are entitled to 4 weeks' paid annual leave for each year of service, to be taken at times agreed between the Employee and Rain Bird.
- 34.2. Annual leave accrues on a pro-rata basis throughout the year, is cumulative and is paid out upon termination of employment.

- 34.3. If possible, a request for the taking of annual leave should be made at least 4 weeks in advance. Rain Bird may reasonably refuse a request for annual leave where the operational requirements of the business necessitate such a refusal.
- 34.4. Rain Bird prefers and encourages Employees to take all accrued annual leave within 12 months of accruing that annual leave.
- 34.5. For the purpose of the NES, a **shiftworker** means an Employee who regularly works on a Sunday or a public holiday ("regularly" means more than 34 Sundays and 6 public holidays in a year) in a workplace where shifts are continuously rostered 24 hours a day for 7 days a week.
- 34.6. Cashing Out of Annual Leave
- (a) An Employee may elect, and Rain Bird may agree, to cash out a particular amount of the Employee's accrued annual leave, up to a maximum of 2 weeks in any 12-month period.
  - (b) Each agreement to cash out an amount of an Employee's annual leave must be via a separate written agreement.
  - (c) Rain Bird and the Employee must not agree to the Employee cashing out an amount of accrued annual leave if the agreement would result in the Employee's remaining leave balance being less than 4 weeks.
  - (d) The Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

#### 34.7. Requirement to Take Annual Leave

- (a) Rain Bird may direct an Employee in writing to take a period of annual leave in circumstances where the Employee has accrued more than 8 weeks' paid annual leave, provided Rain Bird and Employee have first genuinely tried to reach an agreement on how to reduce or eliminate the leave accrual.
- (b) A direction by Rain Bird under Clause 34.7(a):
  - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks;
  - (ii) must not require the Employee to take any period of paid annual leave of less than one week;
  - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by Rain Bird and Employee.

#### 34.8. Annual Close Down

- (a) Rain Bird may direct an Employee to take paid annual leave during all or part of a period in conjunction with the Christmas and New Year period, where Rain Bird shuts down its business, part of its business, or a particular site where the Employee is based for work.
- (b) If an Employee does not have sufficient accrued annual leave for the period of the shutdown, then the Employee will take unpaid leave for the balance of the shutdown period during which no annual leave or personal/carer's leave will accrue.
- (c) Where Rain Bird decides to utilise the provisions of **Clause 34.8(a)** in respect of the Christmas and New Year period, Rain Bird must give at least 4 weeks' prior notice to the affected Employees.

#### 34.9. Leave without Pay

- (a) Where an employee has exhausted their Annual Leave entitlement, they can request to take Leave without Pay.
- (b) Leave without Pay is at the discretion of Rain Bird and must be applied for in accordance with Rain Bird's policy.

### 35. PERSONAL/CARER'S LEAVE

- 35.1. Permanent Employees are entitled to 10 days' paid personal/carer's leave for each year of service.
- 35.2. Personal/carer's leave accrues on a pro-rata basis, is cumulative and is not paid out upon termination of employment.
- 35.3. Personal/carer's leave may be used as follows:



- (a) As "**sick leave**" - in the event of personal illness or injury; or
- (b) As "**carer's leave**" - to provide care or support to a member of the Employee's Immediate Family or household, who requires care and support because of:
  - (i) A personal illness or injury of a member; or
  - (ii) An unexpected emergency affecting the member.

35.4. In order to qualify for the payment of personal/carers leave, the Employee must:

- (c) Take all reasonable steps to inform Rain Bird of any expected period of absence from work due to personal/carers leave prior to the start of the shift on which the Employee is rostered to work or as soon as is reasonably practical, in order that alternative staffing arrangements may be made; and
- (a) If personal leave is taken:
  - (i) For 2 or more consecutive days; or
  - (ii) On either side of any weekend or public holiday;

provide Rain Bird a medical certificate to satisfy Rain Bird as to the Employee's inability to work or, in the case of carer's leave, confirming the illness or injury of the person being cared for by the Employee.

35.5. The documentary evidence required in accordance with this Clause must be given to Rain Bird as soon as is reasonably practicable (which may be before or after personal/carers leave has started).

35.6. Personal/carers leave and Workers' Compensation

- (a) Permanent Employees are not entitled to personal/carers leave for any period in respect of which they are entitled to workers' compensation.

## 36. UNPAID CARER'S LEAVE

36.1. Employees, including Casual Employees, are entitled to up to 2 days' unpaid carer's leave for each occasion where a member of the Employee's Immediate Family or household, requires care or support during such a period because of:

- (a) A personal illness, or injury, of the member; or
- (b) An unexpected emergency affecting the member.

36.2. To be entitled to take unpaid carer's leave in accordance with this Clause:

- (a) The Employee's entitlement to paid personal/carers leave in accordance with **Clause 35** (if any) must be exhausted; and
- (b) If required by Rain Bird, the Employee must give Rain Bird evidence to satisfy a reasonable person as to the illness or injury of the person being cared for by the Employee.

### 37. COMPASSIONATE LEAVE

37.1. Permanent Employees are entitled to up to 2 days' paid compassionate leave on each occasion of the following:

- (a) For the purposes of spending time with a person who is a member of the Employee's Immediate Family or household who has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) After the death of a member of the Employee's Immediate Family or household; or
- (c) After the Employee, or the Employee's spouse or de factor partner, has a miscarriage.

37.2. If Rain Bird requests reasonable evidence of the illness, injury, death or miscarriage, the Employee must provide such evidence before becoming entitled to receive payment for compassionate leave.

37.3. Casual Employees are entitled to unpaid compassionate leave.

### 38. PARENTAL LEAVE

38.1. Full time, Part time and Long Term Casual Employees are entitled to 12 months' unpaid maternity, paternity and adoption leave in accordance with the Act.

### 39. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions of the relevant long service leave legislation that covers minimum long service leave entitlements in the State or Territory in which the Employee's employment is based.

### 40. COMMUNITY SERVICE LEAVE

40.1. Subject to **Clause 40.2**, an Employee who engages in a voluntary emergency management activity are entitled to be absent from the workplace for a period equal to:

- (a) The time during which the Employee engages in the activity;
- (a) Reasonable travelling time associated with the activity; and
- (b) Reasonable rest time immediately following the activity,
- (c) provided that the Employee's absence is reasonable in all the circumstances.

40.2. The Employee must provide Rain Bird with:

- (a) Notice of their absence, advising of the expected period of the absence, either before the commencement of the activity or as soon as practicable following commencement of the activity; and
- (a) Reasonable evidence that the Employee is absent from work because the Employee has been or will be engaging in a voluntary emergency management activity.

40.3. Any absence from work on a period of community service leave is unpaid, unless agreed by Rain Bird otherwise.

#### **41. JURY SERVICE LEAVE**

Employees are entitled to paid Jury Service leave in accordance with the NES and the State or Territory legislation applicable in the State or Territory in which they are employed.

#### **42. FAMILY AND DOMESTIC VIOLENCE LEAVE**

Family and domestic violence leave is provided for in the NES.

#### **43. STUDY LEAVE**

43.1. Rain Bird regards the study commitments of its Employees as critical in the ongoing personal development of Employees and their consequential contribution to the business.

43.2. If an Employee undertakes any further education or training in courses that are relevant to the business of Rain Bird, Rain Bird may grant the Employee a period of study leave, either paid or unpaid, for the purposes of exams or exam preparation. This will be determined on a case by case basis at Rain Bird's discretion, with reference to performance, time commitments and the continuing ability to perform duties and responsibilities.

43.3. The amount of leave granted will be at Rain Bird's discretion.

43.4. If an Employee undertakes any further education or training in courses that are not directly relevant to the business of Rain Bird, Rain Bird may grant the Employee a period of annual leave, in accordance with **Clause 34.9**.

#### **44. PUBLIC HOLIDAYS**

44.1. As Rain Bird generally operates on public holidays, employees may be requested to work on public holidays.

44.2. Employees will be able to, upon receiving a request to work on a Public Holiday, reject that request on reasonable grounds

44.3. Public holidays are those days (including substituted public holidays) declared or prescribed as public holidays in accordance with the public holiday legislation in the Employee's State of employment.

##### **Public Holidays Not Worked**

44.4. Casual Employees are not entitled to payment for any absence on a public holiday.

44.5. If a Permanent Employee is absent on a public holiday, Rain Bird must pay the Employee their Wage Rate for the Employee's Standard Hours of Work on the Public Holiday.

44.6. If the Permanent Employee does not have Standard Hours of Work on the public holiday, the Permanent Employee is not entitled to payment under this Clause.

For example, an Employee is not entitled to payment if he or she is a Part time Employee whose Standard Hours of Work do not fall on the day of the week on which the public holiday occurs.

**Public Holidays Worked**

44.7. If an Employee works on a Public Holiday, the Employee will be paid the penalty rate contained in clause **23.2**.

**45. CONTINUOUS SERVICE**

45.1. Any period of paid leave under **Clauses 34, 35, 37, 39, 40, 41, 42** or time off on a public holiday under **Clause 44.5** will be counted as continuous service for the purposes of future leave accrual.

45.2. Any period of unpaid leave under **Clauses 36, 37, 38, 41 or 43** will not break continuous service, but will not be counted as continuous service, for the purposes of future leave accrual.

## **PART H - THE WORKPLACE GENERALLY**

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### **46. APPROPRIATE DRESS**

Rain Bird's image is an important responsibility of all Employees. All Employees shall be required to dress and present in a professional, neat and tidy manner in accordance with occupational health and safety requirements as communicated from time to time.

### **47. POSSESSION OF NECESSARY LICENCES, QUALIFICATIONS & TOOLS OF TRADE**

47.1. Employees acknowledge that it is an essential condition of this Agreement that they hold, and continue to hold, the licenses and qualifications set out in their Letter of Engagement. Loss or suspension of any of these licenses or qualifications will entitle Rain Bird to suspend or end the Employee's employment immediately. The Employee will not be entitled to benefits during suspension or notice or payment in lieu of notice where the Employee's employment is terminated.

47.2. At the commencement of employment, where an Employee is required to hold a licence or formal qualification to undertake the required duties of the position, that Employee shall be required to provide to Rain Bird a certified copy of the licence and/or formal qualification.

### **48. ACCREDITATION AND TRAINING**

48.1. The terms and conditions that apply to accreditation for any given Employee will be set out in the Employee's Letter of Engagement.

48.2. Subject to Rain Bird's Policies, Rain Bird may require Employees to undertake training from time to time.

48.3. Employees shall not be entitled to any additional payment where training is attended.

48.4. Rain Bird may agree to subsidise part of the cost of external training courses or programs that an Employee would like to undertake subject to the Rain Bird Policies.

### **49. VEHICLE USE**

If an Employee is required to use any vehicle in carrying out their duties with Rain Bird, the Employee must:

49.1. hold an appropriate and current driver's licence at all times;

49.2. advise Rain Bird if the Employee's licence expires or is cancelled, suspended or revoked and, in such a case, cease to drive in the course of their employment;

49.3. observe and comply with all traffic and road rules and regulations. Failure to do so may result in counselling or, in serious cases, the termination of employment; and

49.4. pay all fines, costs, penalties and infringements arising out of the use of the vehicle for business use which contravenes any traffic and/or road rule and regulation.

49.5. If an Employee is required to use their own vehicle in carrying out their duties with Rain Bird, the Employee must ensure that their vehicle is roadworthy and has current insurance and registration at the time of the use.

## 50. ELECTRONIC DEVICES

- 50.1. If an Employee is provided with a mobile telephone or electronic device by Rain Bird for the performance of their duties, care must be taken to prevent accidental damage, loss or theft of the mobile phone, electronic device and any ancillary equipment. Any damage, loss or theft must be promptly reported to Rain Bird.
- 50.2. If a mobile phone, electronic device or any ancillary equipment supplied by Rain Bird is damaged, lost or stolen, as a result the Employee's actions, the Employee shall reimburse Rain Bird for the reasonable cost of the replacement of the mobile phone, electronic device and / or the ancillary equipment.
- 50.3. Mobile phones or electronic devices must not be used whilst driving a vehicle during the performance of duties, unless appropriate hands free equipment is in use.
- 50.4. During working hours, or during such times as an Employee is required to use the mobile phone or electronic device which has been supplied by Rain Bird for the performance of employment duties, it must be kept switched on and carried by the Employee.

## 51. ALCOHOL AND DRUG POLICY

- 51.1. Subject to **Clause 51.5**, it is prohibited that any Employee be under the influence of drugs or alcohol whilst carrying out their duties.
- 51.2. All Employees must attend work on time and in a fit state to carry out their duties in a safe and efficient manner.
- 51.3. Subject to **Clause 51.5**, if it is suspected that an Employee is under the influence of drugs or alcohol, the Employee will be required to submit to a medical test by a medical practitioner nominated by Rain Bird. This test will be used to assess whether there is alcohol or drugs in the Employee's system.
- 51.4. A breach of this Clause will constitute serious misconduct in accordance with **Clause 62**.
- 51.5. For the purposes of this Clause, the term "**drugs**" does not include prescribed medication which does not affect the carrying out of the Employee's duties.
- 51.6. Despite **Clause 51.5**, an Employee must notify Rain Bird of any medication the Employee is taking which may impair the ability of the Employee to perform their duties.

## 52. SMOKING POLICY

So that, as far as is practicable, staff, contractors and visitors are not subjected to smoke inhalation, smoking is prohibited in:

- 52.1. all Rain Bird controlled buildings;
- 52.2. all Rain Bird vehicles; and
- 52.3. other areas designated as no smoking areas by signage.

## 53. HEALTH AND SAFETY OF EMPLOYEES

- 53.1. The responsibilities of all Employees include, but are not limited to:

- (a) working carefully to ensure the Employees own safety and the safety of others who may be affected by an Employee's acts or omissions;
- (b) using and maintaining equipment properly; and
- (c) ensuring that all work areas are free of hazards.

53.2. Any Employee becoming aware of a situation that is unsafe is responsible for immediately reporting the information to their supervisor / manager and the supervisor / manager shall be responsible for acting on the report.

53.3. All personal protective equipment issued to Employees must be used and worn in the manner intended.

53.4. Employees must comply with Rain Bird's Policies in relation to health and safety in conjunction with this Clause.

#### **54. ANTI DISCRIMINATION, EQUAL OPPORTUNITY AND HARASSMENT**

54.1. All Employees and Rain Bird agree that it is the intention of all to achieve and maintain a workplace which respects and values the diversity of people in the workforce by helping to prevent and eliminate discrimination at the workplace on any discriminatory ground, including but not limited to on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

54.2. Employees must comply with Rain Bird's Policies in relation to anti-discrimination, equal opportunity, harassment and workplace bullying in conjunction with this Clause.

#### **55. SUSPENSION**

An Employee may be stood down on full pay, pending an investigation, if Rain Bird receives a complaint from another Employee or customer, or it is otherwise suspected that the Employee has, or may have, committed a serious breach of this Agreement or one of the matters listed in **Clause 62**.

#### **56. STAND DOWN**

56.1. Rain Bird has the right to stand down an Employee without pay where an Employee cannot be usefully employed because of a natural disaster, or power failure, or any stoppage of work by a cause for which Rain Bird cannot reasonably be held responsible.

56.2. The Employee can request to take annual leave during any stand down period.

56.3. This Clause does not operate to affect continuity of employment for the purposes of accrual of leave entitlements.

## **PART I - FURTHER EMPLOYMENT OBLIGATIONS**

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### **57. CONFIDENTIAL INFORMATION**

#### **57.1. Obligations**

- (a) Employees may use Confidential Information for the sole purpose of providing services to Rain Bird in the course of employment. Employees must not use Confidential Information for any other purpose without the express written approval of a Director of Rain Bird.
- (b) Employees must not remove Confidential Information from the premises of Rain Bird without the express written approval of a Director of Rain Bird.

#### **57.2. Application**

- (a) This Clause shall also not apply to Confidential Information that is or subsequently comes into the public domain (unless this is due to a breach of confidentiality) or information required to be disclosed by law.
- (b) Employees agree that the obligations contained in this Clause shall survive termination of employment with Rain Bird.
- (c) Nothing in this Clause, nor in this Agreement, shall be taken as in any way prohibiting or restricting disclosure or details of this Agreement by either party to any other person.

#### **57.3. Acknowledgement**

Employees acknowledge that Confidential Information is of considerable commercial value to Rain Bird. Any disclosure of Confidential Information in breach of this Agreement will cause Rain Bird damage that cannot adequately be compensated by any award of damages. Rain Bird shall be entitled to an injunction to restrain an Employee from disclosure of this Confidential Information and this remedy shall be in addition to any award of damages that may be made in favour of Rain Bird.

### **58. INTELLECTUAL PROPERTY RIGHTS**

- 58.1. All material provided to its Employees by Rain Bird and all intellectual property rights in that material are and will remain the absolute property of Rain Bird.
- 58.2. Employees acknowledge and agree that any discovery, invention, secret process or improvement in procedure ("**Discovery**") made, including any artwork, designs or brand names developed or discovered by an Employee during their employment with Rain Bird in connection with or in any way affecting or relating to the business of Rain Bird must be promptly disclosed to Rain Bird and will be the absolute property of Rain Bird.
- 58.3. An Employee, if and when required by Rain Bird to do so, must, at the expense of Rain Bird:
  - (a) Apply or join in applying with Rain Bird for letters patent or other similar protection in Australia or in any other part of the world for any Discovery; and



- (b) Do all things necessary for vesting the said letters patent or other similar protection when obtained and all right and title to and interest in the same (including all patent rights and proprietary rights) in Rain Bird or its nominee as sole beneficial owner.

58.4. Employees irrevocably and unconditionally consent to Rain Bird acts or omissions in relation to their moral rights in any existing and future copyright works created or designed by an Employee in the course of their employment which may or might otherwise constitute a breach or infringement of those moral rights in the absence of such consent.

58.5. Employees agree that the obligations contained in this Clause shall survive termination of employment with Rain Bird.

**59. CONFLICTS OF INTEREST AND SECONDARY EMPLOYMENT**

59.1. During employment Employees must not engage in any activity that may conflict in any way with their employment at Rain Bird. Failure by an Employee to notify Rain Bird of any activities or proposed activities which may result in a conflict of interest may result in disciplinary action, or in serious cases, termination of employment.

59.2. Permanent Employees:

- (a) are not permitted to accept work external to Rain Bird where such work may adversely impact on their working hours, commitments or accountabilities associated with their role with Rain Bird, or where such work represents a conflict of interest with their role with Rain Bird; and
- (b) If an Employee is contemplating secondary employment external to Rain Bird, the Employee is required to initially discuss their intention with their Manager prior to accepting such a position. Rain Bird will not unreasonably refuse consent to secondary employment where such other work does not constitute a conflict of interest.

**60. CONFIDENTIALITY, INTELLECTUAL PROPERTY & POST EMPLOYMENT OBLIGATIONS**

Rain Bird may, at any time, request an Employee to execute a separate deed relating to confidential information, intellectual property and/or post employment obligations which will operate in conjunction with obligations contained in this Agreement.

## PART J - ENDING EMPLOYMENT

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### 61. NOTICE OF TERMINATION

#### 61.1. Casual Employment

Casual employment can be terminated by either party on the giving of 1 day's notice (or, at the discretion of Rain Bird, payment in lieu of notice).

#### 61.2. Permanent Employment

(a) Subject to **Clause 10**, Permanent employment can be terminated by either party on the giving of the following periods of notice (or, at the discretion of Rain Bird, payment in lieu of notice):

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
1 year and up to 3 years	2 weeks
3 years and up to 5 years	3 weeks
5 years and over	4 weeks

61.3. An Employee over 45 years of age with at least 2 years' continuous service with Rain Bird, an additional 1 week's notice (or payment in lieu of notice) shall be given by Rain Bird.

61.4. During any period of notice, Rain Bird is not obliged to provide an Employee with any work or work of a particular kind. Rain Bird may direct that the Employee does not attend Rain Bird premises and may further direct that the Employee only carry out duties as directed by Rain Bird.

61.5. Any payment in lieu of notice shall be equal to the Wage Rate the Employee would have received in respect of the hours (excluding Overtime, if applicable) that would have been worked by the Employee during the period of notice had the Employee not been terminated.

61.6. If the Employee fails to give the notice required under **Clause 61.2** and is at least 18 years old, Rain Bird may withhold money due to the Employee upon termination of employment. The amount withheld will not exceed one week calculated at the relevant Wage Rate.

61.7. Where Rain Bird has given notice of termination to an Employee, an Employee must be allowed up to one day off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with Rain Bird.

61.8. Payment on termination of employment

(a) Where notice of termination is given by Rain Bird or Employee in accordance with the terms of this Agreement, Rain Bird will pay the Employee their final pay by no later than 7 days after the day of termination.

(b) This Clause is subject to Rain Bird making deductions authorised by this Agreement or the Act.

## 62. TERMINATION WITHOUT NOTICE

62.1. Rain Bird may immediately, without notice or payment in lieu of notice, terminate the employment of an Employee if the Employee is guilty of serious misconduct. Serious misconduct includes, but is not limited to:

- (a) Wilful or deliberate behaviour by the Employee that is inconsistent with the continuation of employment;
- (b) Conduct that causes serious risk to the health or safety of a person, or the reputation, viability or profitability of Rain Bird business;
- (c) Engaging in theft, fraud or assault;
- (d) Harassing, sexually or otherwise, or discriminating against other employees, contractors or customers of Rain Bird;
- (e) Being intoxicated or under the influence of drugs at work; or
- (f) Refusing to carry out a lawful, reasonable instruction by a supervisor or manager;

and, in such case, the Employee will be paid all entitlements due to the date of the termination of employment, upon the return of all Rain Bird property as required by **Clause 64**.

## 63. REDUNDANCY

63.1. This Clause applies only to Rain Bird in the event that, at the time the job an Employee is doing is to be made redundant, Rain Bird employs 15 or more Permanent or Long Term Casual Employees.

63.2. This Clause does not apply to:

- (b) an Employee employed for a specified period of time, for a specified task, or for the duration of a specified season;
- (c) an Employee whose employment is terminated because of serious misconduct;
- (d) a Casual Employee; and
- (e) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement.

63.3. Redundancy Pay

In addition to the period of notice provided in **Clause 63.2**, and subject to the provisions of the Act, a Permanent Employee whose employment is terminated for reasons of redundancy will be entitled to the following amount of redundancy pay in respect of his or her continuous period of service with Rain Bird:

Period of Continuous Service with Rain Bird on termination	Redundancy Pay
At least 1 year but less than 2 years	4 weeks' pay

<b>Period of Continuous Service with Rain Bird on termination</b>	<b>Redundancy Pay</b>
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
10 years or over	12 weeks' pay

63.4. **"Week's Pay"** means the usual wage rate which the Employee would have received for working ordinary hours during the relevant period.

63.5. Time Off During Notice Period for Redundancy

- (a) An Employee terminated for reasons of redundancy, will during the period of notice of termination given by Rain Bird be allowed up to one day off during each week of their notice without loss of pay for the purpose of seeking other employment.
- (b) An Employee allowed paid leave for more than one day during the notice period for the purpose of seeking other employment will, at the request of Rain Bird, be required to produce proof of attendance at an interview in order to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- (c) This Clause will apply in lieu of **Clause 61.7**.

#### **64. PROPERTY OF RAIN BIRD**

64.1. When the employment of an Employee is terminated, the Employee must return to Rain Bird all property of Rain Bird which is in their possession, custody or control. This includes, without limitation, tools, vehicles, uniforms, footwear, keys, sign on cards, fuel cards, equipment, documents, Policies, manuals, or other information whether in electronic, written or other form. Employees undertake not to retain any copies of any such property.

64.2. Rain Bird has the right to withhold any final pay until all property is returned as required by this Clause.

64.3. An Employee is responsible for all loss and damage suffered by Rain Bird due to wilful acts or negligence on the part of the Employee caused during their employment, including loss and damage to property belonging to Rain Bird.

## 65. ABANDONMENT OF EMPLOYMENT

- 65.1. If an Employee is absent from work without a reasonable excuse for three consecutive working days without having communicated to Rain Bird any reason for the absence, Rain Bird may regard the Employee's conduct as demonstrating an intention to no longer be bound by the terms of this Agreement and their Letter of Engagement.
- 65.2. In these circumstances and where Rain Bird has made reasonable attempts to contact the Employee (e.g. by phone, email, emergency contact and co-workers), Rain Bird Rain Bird may terminate the Employee's employment in accordance with **Clause 61**.

## 66. INCAPACITY TO WORK

- 66.1. In the event that an Employee is absent from performing duties due to illness or other incapacity for a period of not less than 3 months in any 12 month period (excluding paid personal/carer's leave or WorkCover), and is unable to demonstrate to Rain Bird that they will be able to return to work and perform the inherent requirements of their position within a short to medium term, Rain Bird may terminate the Employee's employment in accordance with **Clause 61**.
- 66.2. This Clause does not affect the Employee's rights and entitlements under any applicable law relating to workers' compensation

## 67. DEDUCTIONS

Rain Bird reserves the right to deduct from an Employee's wages or, upon the termination of their employment, to deduct from their final pay, including from any accrued leave entitlements, any sums owed to Rain Bird by the Employee relating to their employment, in respect to the following:

- 67.1. any overpayments of wages or over-reimbursement of expenses;
- 67.2. in accordance with **Clause 47**, any training costs payable;
- 67.3. if the Employee fails to work out the required notice period as set out in **Clause 61.2**, an amount equal to the Wage Rate the Employee would have received had the Employee worked out the required notice period;
- 67.4. the replacement value of any property belonging to Rain Bird provided to an Employee or under the Employee's control for the purposes of completing their employment duties that the Employee has not returned upon termination, as required by **Clause 64**; and
- 67.5. the value of any unaccrued leave taken in advance.

**PART K – FAIR WORK COMMISSION CLAUSES**

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**68. INDIVIDUAL FLEXIBILITY ARRANGEMENTS**

68.1. Rain Bird and an Employee covered by this Agreement may agree to make an individual flexibility arrangement ("**IFA**") to vary the effect of terms of this Agreement if:

- (a) The IFA deals with 1 or more of the following matters:
  - (i) Arrangements for when work is performed;
  - (ii) **Clause 19** (Spread of Ordinary Hours);
  - (iii) **Clause 20** (Meal and rest breaks);
  - (iv) **Clauses 21 and 22** (Overtime);
  - (v) **Clause 23** (Penalty rates); or
  - (vi) **Clause 31** (Allowances).
- (b) The IFA meets the genuine needs of Rain Bird and the Employee in relation to 1 or more of the matters mentioned in **Clause 68.1(a)**;
- (c) The IFA is genuinely agreed to by Rain Bird and the Employee without coercion or duress; and
- (d) The IFA includes details of:
  - (i) The terms of this Agreement that will be varied by the IFA;
  - (ii) How the IFA 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 their employment as a result of the IFA.

68.2. Rain Bird must ensure that the terms of the IFA:

- (a) Are about permitted matters under the Act;
  - (i) Are not unlawful terms under the Act; and
  - (ii) Result in the Employee being better off overall than the Employee would be if no IFA was made.

68.3. If Rain Bird wishes to initiate the making of an IFA, it must:

- (a) give the Employee a written proposal; and
- (b) if Rain Bird is aware that the Employee has, or reasonably should be aware that the Employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 68.4. Rain Bird must ensure that the IFA:
- (a) Is in writing; and
  - (a) Is signed by Rain Bird and the Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.
- 68.5. Rain Bird must give the Employee a copy of the IFA within 14 days after it is agreed to.
- 68.6. Rain Bird or the Employee may terminate the IFA:
- (a) By giving 28 days written notice to the other party to the IFA; or
  - (a) If Rain Bird and the Employee agree in writing — at any time.

## 69. CONSULTATION

- 69.1. This term applies if Rain Bird:
- 69.2. 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 Employees; or
- 69.3. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 69.4. In this Clause, **relevant Employees** means the Employees who may be affected by a change referred to in **Clause 69.1**.

### Major change

- 69.5. For a major change referred to in Clause 69.2:
- (a) Rain Bird must notify the relevant Employees of the decision to introduce the major change; and
  - (b) Clauses 69.6 to 69.12 apply.
- 69.6. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 69.7. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise Rain Bird of the identity of the representative;
- Rain Bird must recognise the representative.
- 69.8. As soon as practicable after making its decision, Rain Bird 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 Rain Bird 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.
- 69.9. However, Rain Bird is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 69.10. Rain Bird must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 69.11. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Rain Bird, the requirements set out in **Clauses 69.5(a), 69.6 and 69.8** are taken not to apply.
- 69.12. In this Clause, 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 Rain Bird'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**

- 69.13. For a change referred to in Clause 69.3:
- (a) Rain Bird must notify the relevant Employees of the proposed change; and
  - (b) Clauses 69.14 to 69.18 apply.
- 69.14. The relevant Employees may appoint a representative for the purposes of the procedures in this term.



69.15. If:

(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(b) the Employee or Employees advise Rain Bird of the identity of the representative;

Rain Bird must recognise the representative.

69.16. As soon as practicable after proposing to introduce the change, Rain Bird 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 Rain Bird reasonably believes will be the effects of the change on the Employees; and

(iii) information about any other matters that Rain Bird reasonably believes are likely to affect the Employees; and

(iv) 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).

69.17. However, Rain Bird is not required to disclose confidential or commercially sensitive information to the relevant Employees.

69.18. Rain Bird must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

## **70. DISPUTE SETTLEMENT PROCEDURE**

70.1. Where a dispute arises out of the terms of this Agreement or in relation to the National Employment Standards, the following procedure should be followed.

70.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Clause.

70.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

70.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

70.5. The FWC may deal with the dispute in 2 stages:

(a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may, by agreement between the parties:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

70.6. While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an Employee must comply with a direction given by Rain Bird to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

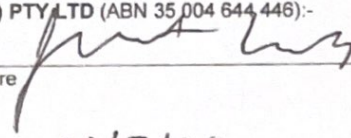
70.7. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this Clause.

**SIGNATURE OF THE PARTIES**

EXECUTED as an Agreement by Rain Bird and its Employees.

SIGNED FOR AND ON BEHALF of RAIN BIRD (AUSTRALIA) PTY LTD (ABN 35 004 644 446):-

SOCRATES CROMBOS  
Name of Rain Bird representative


  
Signature

9 SUNSHINE ST  
PASCOE VALE  
VICTORIA 3044  
Address (Incl State and Postcode)

26/7/24  
Date  
GENERAL MANAGER  
Position

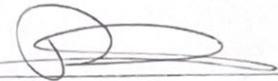
IN THE PRESENCE OF:

NATHAN ULLRICH  
Name of witness  
18 MIA BELLA DVE  
HOPETOUN PARK  
VIC 3340

  
Signature  
26/7/24  
Date

SIGNED FOR AND ON BEHALF of the EMPLOYEES

NATALIA PRATS  
Name of Employee representative

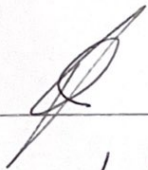
  
Signature

10 SUMMERHILL ST  
TARNEIT VIC  
3029  
Address (Incl State and Postcode)

26/7/24  
Date  
SALES MANAGER  
Position

IN THE PRESENCE OF:

NATHAN ULLRICH  
Name of witness  
18 MIA BELLA DVE  
HOPETOUN PARK  
Address VIC 3340

  
Signature  
26/7/24  
Date

**SCHEDULE 1 – JOB CLASSIFICATIONS**

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**1. Contractor Specialist/Senior Contractor Specialist**

The Contractor Specialist and Sr. Contractor Specialist are the first level responsible for a sales territory and are responsible for sales and sales support for specialized accounts such as contractors. Educates customers on applications and benefits of Rain Bird products or services.

**2. Area Sales Manager**

The Area Sales Manager is responsible for all sales within their area, monitors customer trends and works closely with the marketing and product management staff on product or service development, sales support materials and other planning for customers' requirements.

**3. Senior Area Sales Manager**

The Senior Area Sales Manager undertakes the same duties as an Area Sales Manager but has greater experience than an Area Sales Manager as determined by Rain Bird.

**4. Area Specification Manager**

Establishes and implements call strategies on a consistent basis within assigned area. Conducts product education and demonstration classes. Develops and implements sales programs designed to grow territory business

**5. Senior Area Specification Manager**

Identifies new sales opportunities. Sells customers on using/buying Rain Bird products or services. Educates customers on applications and benefits of Rain Bird products or services. Provides follow-up through inside support people to ensure that sales are delivered in a timely manner and that the customer's and product, and service needs are met. Provides leadership and expertise to less experienced sales and support staff.

**6. Regional Area Sales Manager**

Regional Sales Manager is responsible to monitor customer trends and works closely with the marketing and product management staff on product or service development, sales support materials and other planning for customers' future requirements. This includes responsibility for training and performance management of the sales force and setting and monitoring sales goals and strategic direction.

**7. Customer Service Supervisor**

The Customer Sales Supervisor is responsible for supervising a customer services group. Delivers support to the customer in the most efficient manner ensuring a positive interaction between Rain Bird and the customer. Coordinates with customer, sales and marketing personnel, plant personnel, distribution, and credit to ensure on-time delivery to customers.

**8. Customer Service Representative**

The Customer Service Representative maintains strong communication with customers. Informs customer of receipts of order, prices, shipping dates, delays or additional information needed on order, using mail, e-mail, or telephone. Perform sales analysis upon request from marketing or

sales. Places orders for allied products or for parts needed for installation or repair sales. Reviews letters of credit for international orders.

**9. Service Manager**

The Service Manager is responsible for supervision of the Service Engineers team. Coordinates and is the liaison between the customers and the organization. Provides leadership and expertise to less experienced service engineers.

**10. Service Engineer**

The Service Engineer is responsible for troubleshooting complex problems with a product or its installation either on the phone or in the field as required. May also be responsible for special projects such as developing technical documentation, setting up software, developing customer tracking systems etc. Requires in depth understanding of irrigation system design and product applications.

**11. Operations Manager**

Operations Manager is responsible for fostering a performance-driven and continuous-improvement environment for operations and has accountability for customer service, finance, inventory management, delivery, safety, and quality.

Foster creativity and innovation within the operations team, set achievable targets and hold people accountable.

**SCHEDULE 2 – MINIMUM WAGE RATES**

	<b>Minimum Ordinary Wage Rate</b>	<b>Minimum Casual Wage Rate</b>
<b>Contractor Specialist</b>	\$35.00	\$43.75
<b>Senior Contractor Specialist</b>	\$37.00	\$46.25
<b>Area Sales Manager / Area Specification Manager</b>	\$40.00	\$50.00
<b>Senior Area Sales Manager / Senior Area Specification Manager</b>	\$43.00	\$53.75
<b>Customer Service Supervisor</b>	\$35.00	\$43.75
<b>Customer Service Representative</b>	\$29.42	\$36.78
<b>Service Manager</b>	\$30.00	\$37.50
<b>Service Engineer</b>	\$30.01	\$37.51
<b>Regional Area Sales Manager</b>	\$46.00	\$57.50
<b>Operations Manager</b>	\$40.00	\$50.00