



# **THE AUSTRALIAN REINFORCING COMPANY**

## **GOLD COAST**

### **ENTERPRISE AGREEMENT**

**2024 to 2027**

## **1. Title**

This Agreement shall be known as The Australian Reinforcing Company Gold Coast Enterprise Agreement 2024 to 2027 (“Agreement”).

## **2. Arrangement**

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### 3. Coverage

- (a) This Agreement covers and applies to:
  - (i) SSX Services Pty Limited trading as ARC / The Australian Reinforcing Company ("**The Company**"); and
  - (ii) All Employees of The Company at the Gold Coast sites ("**Sites**"), 101 Millaroo Drive, Helensvale QLD 4212, that are engaged in classifications set out in this Agreement ("**Employees**").
- (b) Reference in this Agreement to "the parties" shall mean, without exception, the Company and the Employees.
- (c) This Agreement will cover The Australian Workers' Union, QLD Branch, if the Union elects to be so covered in accordance with section 183 of the Fair Work Act 2009 (Cth) and if this is noted in the decision of the Fair Work Commission to approve the Agreement.
- (d) This Agreement, along with National Employment Standards (NES) forms the terms and conditions of employment of all Employees who fall within the skill levels classification structure in this Agreement.
- (e) To remove doubt, this Agreement does not apply to "staff" employees covered by the Company's staff salary system.

### 4. Term of Agreement

This Agreement will commence operating 7 days after the approval by the Fair Work Commission and will have a nominal expiry date of 30 June 2027

### 5. Award Incorporated and Interaction with the NES

- (a) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) This Agreement incorporates the terms of the *Manufacturing and Associated Industries and Occupations Award 2020* ("the Award") provided that where there is any inconsistency between the Agreement and the Award, the Agreement shall take precedence to the extent of any inconsistency. In incorporating the Award terms into this Agreement, the terms are to be read as altered to incorporate necessary changes resulting from them being provisions of an Agreement rather than provision of an award. For example, the words "this Award" would become "this Agreement".
- (c) This provision does not apply to any term of the Award which does not pertain to the relationship between the employer and the employees covered by this Agreement.

### 6. Access to Copies of Agreement

Each Employee covered by this Agreement may readily access a copy of the Agreement by making a request to management.

## 7. No Extra Claims

The Employees and the union will not pursue any extra claims not already in this Agreement, for the life of this Agreement.

## 8. Objectives of this Agreement

- (a) To create a safe and healthy working environment for all Employees in accordance with the relevant safety standards.
- (b) To meet the strategic imperatives of the business in the areas of:
  - (i) Customers;
  - (ii) Customer service; and
  - (iii) Operational Excellence.
- (c) To create an environment where Employee skills are progressively developed through training and experience to improve productivity in all areas of operation.
- (d) To align the efforts of the Company and the Employees towards the above goals so that they can work together and take a flexible approach to overcoming any hurdles that may prevent them from being achieved.
- (e) To align the efforts of the Company and Employees towards the above goals so that they can work together and take a flexible approach to overcoming any hurdles that may prevent them from being achieved.

## 9. Continuous Improvement

The parties to this Agreement are committed to maintaining the Company as the safest, customer focused and leader in operational excellence in the reinforcing steel market.

- (a) In order to maintain this position, the parties are committed to:
  - (i) Adopting a flexible approach to variations in work methods, hours or patterns;
  - (ii) Continuing to foster teamwork and communication throughout the business;
  - (iii) Identifying opportunities within the organisation where tangible identified improvements can be made;
  - (iv) Utilise business process tools, i.e. Lean manufacturing techniques; and
  - (v) Implementation, tracking, completion and adherence to improvements in processes or systems.
- (b) The parties will consult and agree with each other about matters which may result in significant changes to work methods, hours or patterns.

## 10. Consultation Clause

### 10.1 Consultation regarding major workplace change

#### (a) Company to notify

- (i) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Company must notify the Employees who may be affected by the proposed changes and their representatives, if any.
- (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### (b) Company to discuss change

- (i) The Company must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 10.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- (ii) The discussions must commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in clause 10.1(a).
- (iii) For the purposes of such discussion, the Company must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Company is required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

### 10.2 Consultation about changes to rosters or hours of work

- (a) Where the Company proposes to change an Employee's regular roster or ordinary hours of work, the Company must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Company must:
  - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
  - (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **11. Flexibility**

For the duration of this Agreement the model flexibility term in accordance with section 202(4) of the *Fair Work Act* will apply.

## **12. Categories of Employment**

### **12.1 Probationary Employment**

- (a) The Company may initially engage a full-time or part-time Employee for a period of probationary employment for the purpose of determining the Employee's suitability for ongoing employment. The Employee must be advised in advance that the employment is probationary and that the duration of the probation is six (6) months.
- a) A probationary Employee is for all purposes of the Agreement a full-time or part-time Employee.
- b) Probationary employment forms part of an Employee's period of continuous service for all purposes of the Agreement, except where otherwise specified.

### **12.2 Full-Time Employment**

An Employee not specifically engaged as being part-time or a casual Employee is for all purposes of this Agreement a full-time Employee.

### **12.3 Casual Employment**

- (a) A Casual Employee one engaged and paid as such with each engagement being a separate engagement. The Company can elect to offer casual work and the person can elect to accept or reject the work. All casual employment work is provided on the basis that there is no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (b) A Casual Employee shall be paid per hour worked, one thirty-eighth of the weekly wage prescribed in this Agreement for the work performed, plus a loading of 25%, plus any applicable shift loading. The casual loading constitutes part of the employee's all-purpose rate of pay. The Casual Employee's hours of work are those specified for each engagement.

- (c) On each occasion a casual Employee is engaged to attend work the Employee must be paid for a minimum of four (4) consecutive hours' work. In order to meet their personal circumstances a casual Employee may request, and the Company may agree to, an engagement of no less than three (3) consecutive hours.
- (d) Casual Employees shall have no entitlement to paid annual leave, paid personal/carer's or paid compassionate leave, payment for absence on public holidays, or any other entitlements which attach to full-time employment and do not apply to casual Employees. Casual Employees accept the casual loading as compensation in-lieu of these entitlements.

#### **12.4 Part-Time Employment**

- (a) An Employee may be engaged to work on a part-time basis involving a regular pattern of hours, agreed in writing prior to commencement, which shall average less than 38 hours per week.
- (b) The terms of this Agreement shall apply pro-rata to part-time Employees, on the basis that the ordinary hours of work for full-time Employees are 38.

### **13. Payment of Wages**

- (a) The Company shall pay an Employee by direct deposit to an account nominated by the Employee, not later than four (4) working days in the week following the end of the pay period.
- (b) Pay periods shall be fortnightly and will include overtime hours worked during that period.
- (c) By Agreement with the Employer, the Employee may authorise deductions from salary for forwarding to a nominated external organisation.

### **14. Protective Clothing**

- (a) The Company will supply any protective clothing or equipment deemed necessary for the safe performance of work.
- (b) The Company will issue all permanent Employees with two (2) pairs of long pants or overalls, five (5) long sleeve shirts and one (1) pair of boots on commencement of employment. Replacement clothing will be issued on an individual and as needed basis.
- (c) Personal Protection Equipment (PPE) will be replaced more often if damaged through work, except where the Employee has not taken due care of the PPE issued previously.

### **15. Dispute Resolution Procedure**

- 15.1 Subject to sub-clause 15.4 and to the terms of this Agreement, in the event of a dispute in relation to a matter arising under this Agreement or the National Employment Standards (NES), the following procedure will apply:



- (a) The Employee(s) concerned will first meet and confer with their immediate supervisor. The Employee(s) may appoint another person to act on their behalf.
- (b) If the matter is not resolved at such a meeting, the parties will arrange further discussions involving more senior management as appropriate. This further meeting will take place within 7 days.
- (c) The Employee(s) may invite a representative to be involved in the discussions.
- (d) If the matter remains unresolved, either party may refer the dispute to Fair Work Commission (FWC) for assistance in resolving the matter via conciliation or mediation and if the matter remains unresolved, by arbitration. Either party may appeal a decision to a Full Bench of FWC.

15.2 In order to facilitate the procedure in this clause:

- (a) The party with the grievance must notify the other party of the problem at the earliest opportunity;
- (b) The parties must cooperate to ensure that the procedure is carried out as quickly as possible.

15.3 While the parties are attempting to resolve the matter, work shall continue as normal unless an Employee has a reasonable concern about an imminent risk to his/her health or safety. The parties will keep the satisfaction of customer needs a priority.

15.4 Clause 15 does not apply to disputes about occupational health and safety, which must be dealt with in accordance with the dispute resolution procedure prescribed in the relevant State occupational health and safety legislation as varied from time to time.

## 16. Training

- (a) The parties to this Agreement recognise that in order to meet the strategic imperatives of the business and to increase efficiency and productivity a greater commitment to training and skill development is required.

Accordingly, the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
  - (ii) providing Employees with career opportunities through appropriate training to acquire additional skills;
  - (iii) removing barriers to the utilisation of skills acquired; and
  - (iv) determining current and future skill needs of the enterprise.
- (b) The Company will pay for all reasonable training costs incurred by an Employee for Company sponsored/approved courses.
  - (c) Where the Company arranges for specialised training outside of normal working hours, training time shall be paid for at ordinary rates or an equivalent amount of ordinary time off may be agreed between the Employee and their Team Leader by mutual agreement.

- (d) Any disputes arising in relation to this clause shall be subject to the provisions of Clause 15 – Dispute Resolution Procedure of this Agreement.

## **17. Redundancy**

- a) At times, the Company may need to terminate the employment of Employees for reasons of an economic, technological, structural or similar nature.
- b) When such a decision has been made, the Company will give the Employees as much notice as possible of its intention to terminate Employees on grounds of redundancy, as defined in Fair Work Act 2009.
- c) Where the employment of an Employee is terminated on grounds of redundancy, the following benefits will be provided:
  - (i) The Company will give four (4) weeks' notice of termination, or payment in lieu thereof;
  - (ii) Employees over 45 years of age at the time of the giving of the notice are entitled to an additional week's notice;
  - (iii) Severance pay of three (3) weeks' pay per year of service, with pro-rata payment for each part completed year, up to a maximum of 52 weeks, excluding the notice period; with the exception of an Employee with service of between 1 – 2 years receiving 4 weeks' pay for this service, as per the NES;
  - (iv) Payment of pro-rata long service leave for Employees with 5 years' or more continuous service; and
  - (v) A separation certificate.
- d) The benefits provided in subclause (c) above are not payable where the Employee is offered suitable alternative employment.
- e) This Clause does not apply:
  - (i) To Employees of the Company not covered by this Agreement;
  - (ii) Where employment is terminated as a consequence of resignation, dismissal due to serious misconduct, capacity or performance, abandonment of employment, expiration of a fixed term contract, death or ill health;
  - (iii) To the following categories of Employees: probationary Employees, casual or temporary Employees, independent contractors, Employees engaged for a specific period of time or for a specific task or tasks.

## **18. Termination of Employment**

### **18.1 Termination by the Company**

- (a) Other than in cases of serious misconduct, the Company can terminate an Employee's employment by giving the following period of notice:

<b>Employees' period of continuous service with the Company</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) If the Employee is over 45 years old and has completed at least 2 years of continuous service then the above period of notice will be increased by one week.
- (c) Payment in lieu of the notice prescribed in 18.1(a) and (b) may be given at the discretion of the Company. The Company may terminate the employment by part of the period of notice specified and part payment in lieu thereof.
- (d) The Company has the right to dismiss an Employee without notice for serious misconduct. Serious misconduct includes, but not limited to:
  - (i) wilful, or deliberate, behaviour by an Employee that is Inconsistent with the continuation of the contract of employment; or
  - (ii) conduct that causes imminent, and serious risk to the health, or safety of a person; or
  - (iii) the reputation, viability or profitability of the employer's business.
  - (iv) Conduct that is serious misconduct includes the Employee, in the course of the Employee's employment, engaging in theft, fraud, assault, intoxication at work or an Employee refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment.
  - (v) Section 18.1(d) does not apply if the Employee is able to show that, in the circumstances, the conduct engaged in by the Employee was not serious misconduct.
  - (vi) An Employee is taken to be intoxicated if the Employee's faculties are, by reason of the Employee being under the influence of intoxicating liquor, or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the Employee is unfit to be entrusted with the Employee's duty or with any duty that the Employee may be called upon to perform.
- (e) The Company can terminate a casual Employee's employment by giving one hour's notice or payment in lieu of notice.

## **18.2 Termination by the Employee**

- (a) The notice of termination required to be given by an Employee shall be the same as that required of the Company, except that there is no additional notice based on the age of the Employee concerned.

- (b) If an Employee fails to give required notice in accordance with 18.2(a), the Company may withhold monies due to the Employee on termination under this Agreement or the NES, with the maximum amount withheld equal to the notice appropriate under the NES, less any notice actually given by the Employee. The Company may agree, at its discretion, to allow an Employee to cease employment without payment in lieu or without loss of monies.
- (c) Where any Employee is absent from work for more than three (3) days without consent of the Company or without notification by the Employee, unless reasonable cause is shown within fourteen (14) days the Employee will be deemed to have terminated his/her employment. Notice will apply in accordance with the NES.

## **19. Hours of Work and Overtime**

### **19.1 Hours of Work**

- (a) To meet the Company's operational requirements, Employees will be required to work 152 hours in any 28 day cycle (average of 38 hours per week), plus reasonable additional hours necessary to fulfil their duties.
- (b) Actual hours of work shall be determined by flexible agreement between the Company and the Employee(s) in the plant or work section(s) concerned, based on customer requirements and production needs, with such agreement to be consistent with the facilitative provisions set out in clause 7.3 of the incorporated Award.
- (c) Ordinary hours of work will be worked continuously between 6.00am and 6.00pm Monday to Friday, except for meal breaks.

### **19.2 Overtime Rates of Pay**

- (a) Employees covered by this Agreement will be required to work a reasonable amount of overtime at overtime rates and as such shall work overtime in accordance with business requirements.
- (b) Employees are entitled to the overtime rates of pay for additional hours worked in excess of ordinary hours, as specified in Clause 19.1
- (c) Overtime that is worked from Monday to Friday will operate as follows:
  - (i) The first 2 hours of overtime worked by an Employee will be paid at 1.5 times the ordinary rate of pay; and
  - (ii) After 2 hours of overtime worked on the same day by the same Employee, all further overtime will be paid at 2.0 times ordinary pay.
- (d) Hours of work on a Saturday will be paid as follows:
  - (i) Where an Employee works 2 hours overtime, the Employee will be paid at 1.5 times the ordinary rate of pay; and
  - (ii) Where an Employee works more than 2 hours overtime, the Employee will be paid for the additional hours worked at 2.0 times the ordinary rate of pay; and
  - (iii) A minimum payment of 4 hours.

- (e) Hours of work on a Sunday will be paid at 2.0 times the ordinary rate of pay with a minimum payment of 4 hours.
- (f) Where weekly night shift commences on a Sunday evening and finishes on Friday morning, this being the completion of five (5) nightly shifts, then any overtime worked before the commencement of the shift on Sunday will be paid at normal weekly overtime rates. The Sunday being considered the start of a normal week.
- (g) In the case of an Employee who is requested to work overtime before and outside of their normal spread of hours (e.g. 4 – 6 am with ordinary start time 6 am) and then takes sick during the shift, hence not completing the shift, then penalty rates will apply if a doctor's certificate is produced. If an Employee does not produce a doctor's certificate, then penalty rates will not apply and hours worked will be paid at ordinary time, with the balance of shift (hours not worked) being paid as sick leave.
- (h) Unless the period of overtime is less than one and a half hours an Employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. The Company and Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.
- (i) An Employee is entitled to the meal allowance in clause 24.2 on each occasion that the Employee is entitled to the meal break as in 19.2(h), except if the Employee was notified of the need to work overtime no later than the previous day or rostered shift.
- (j) An Employee recalled to work overtime after leaving the Company's premises (when notified after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rate each time the Employee is recalled.

### **19.3 Public Holidays**

- (a) Employees are entitled to the public holidays described at Chapter 2, Part 2.2, Division, 10 of the *Fair Work Act* (Cth). All full-time Employees under this Agreement are entitled to the following public holidays without loss of pay:
  - (i) New Year's Day
  - (ii) Australia Day
  - (iii) Good Friday
  - (iv) Easter Saturday
  - (v) Easter Monday
  - (vi) Anzac Day
  - (vii) Queen's Birthday
  - (viii) Labour Day
  - (ix) Christmas Day
  - (x) Boxing Day

or such other day that is Gazetted as a substitute for, or in addition to, any of the above days respectively.

- (b) In addition to the public holidays above, one additional public holiday shall apply on the day gazetted for the local show day.
- (c) In order to meet the operational requirements of the Company, Employees may be required to work on public holidays.
  - (i) Employees required to work on a public holiday shall be paid double time and one half and shall be paid for a minimum of four hours work.
  - (ii) Time in lieu may be substituted for payment by mutual agreement.
- (d) Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, he or she will not be entitled to payment for the absence. This clause does not preclude payment for the public holiday.

#### **19.4 Meal Breaks**

- (a) The Company may stagger the time of taking a meal and rest breaks to meet operational requirements. Employees commit to staggering meal breaks wherever possible in order to meet business requirements.
- (b) For day work Employees, a meal break of 30 mins (unpaid) will be allowed with one additional 10 min break paid at ordinary pay rates.
- (c) For afternoon or night shift Employees, a meal break of 20 mins and an additional 10 min break will be allowed with both being paid at ordinary pay rates.

## **20. Shift Work**

- (a) For the purposes of this Agreement:
  - (i) Rostered Shift – means any shift of which the Employee has had at least 48 hours' notice;
  - (iii) Afternoon Shift means a shift finishing after 6.00 pm or before midnight; and
  - (ii) Night Shift means any shift finishing after midnight and at or before 8.00am.
- (b) An Employee working on afternoon shift will be paid a shift allowance of 15% of ordinary rate of pay.
- (c) An Employee working on night shift will be paid a shift allowance of 30% of ordinary rate of pay.
- (d) Consistent with clause 33.2(e) of the Incorporated Award, an employee who works on an afternoon or night shift which does not continue:
  - (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six-day workshop (where no more than eight ordinary hours are worked on each shift); or
  - (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 19 – Hours of Work and Overtime or 20 - Shift work),

must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

- (e) The shift allowance will be paid for 38 hours worked or pro-rata thereof.
- (f) Provided that:
  - (i) any change in the ordinary hours of work shall be by mutual agreement; and
  - (ii) the spread of hours for afternoon and night shift workers may be changed by up to one hour forward or one hour back by mutual agreement.
  - (iii) In regard to (i) (ii) above mutual agreement means agreement between an employer and:
    - the majority of employees at the workplace;
    - the majority of employees in a discrete section of the workplace; or
    - an individual employee.
  - (iv) Different agreements may be reached with the majority of employees in different sections of the workplace or with different individual employees.
- (g) For the purposes of the additional week of annual leave provided for under the National Employment Standards (NES), a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

## 21. Leave

### 21.1 Personal/Carer's & Compassionate Leave - General

- (a) It is acknowledged that the National Employment Standards (NES) came into effect from January 2010. From this date an Employee's entitlement to leave will be administered in accordance with the NES. To avoid any doubt the administration on leave in accordance with the NES is not intended to reduce the leave benefits of Employees.
- (b) Employees are entitled to 10 days (76 hours) of paid personal leave each year, which includes sick leave and carer's leave.
- (c) Personal/Carer's Leave accrues on a pro-rata basis and is cumulative.
- (d) Good attendance is regarded as a most important job requirement. Employees are expected to report to work punctually and regularly and to carry out normal duties until the designated finishing time.
- (e) If an Employee cannot come to work for any reasons (including personal illness or injury), the Employee must, before the start of their shift or as soon as possible immediately thereafter, tell the Employee's supervisor (directly), or where for medical reasons the Employee is unable to call the Employee's supervisor, then the Employee can nominate a person to call the Employee's supervisor on their behalf:
  - (i) that the Employee is unable to come to work;
  - (ii) the reason the Employee is unable to come to work; and
  - (iii) how long the Employee is likely to be away.
- (f) The Employee will meet with his/her supervisor or team leader before resuming work with leave application form and medical certificate pertaining to his absence.

- (g) This system aims to protect Employees from loss of pay if they are unable to attend work because of injury or illness.
- (h) Where an Employee has been absent due to illness for two (2) or more continuous weeks, resumption of work must be preceded by medical clearance.

### **21.2 Personal/Carer's Leave - Conditions**

- (a) Personal leave may be used:
  - (i) for paid sick leave purposes, when the Employee is sick or injured;
  - (ii) for paid carer's leave purposes, when the Employee needs to provide care or support to a member of their immediate family, or a member of their household, who requires care or support because of:
    - a personal illness, or injury, of the member; or
    - an unexpected emergency affecting the member.
- (b) The term 'immediate family' includes a spouse (including former spouse, de-facto spouse, or a former de-facto spouse), or a child or adult child (including an adopted child, step child or ex-nuptial child), parent, grandparent, grandchild or sibling of either the Employee or the Employee's spouse.
- (c) Personal leave accrues on a pro-rata basis and is cumulative.
- (d) A casual, full-time or part-time Employee who has exhausted his or her annual paid carer's leave entitlement, is entitled to up to two (2) days unpaid carer's leave for each occasion where the Employee needs to provide care for a member of his or her immediate family or household because of illness, injury or an unexpected emergency. The Company may request the Employee to provide suitable documentation to support unpaid Carer's Leave.
- (e) In order to receive paid Personal/Carer's Leave, the Employee must provide supporting documentation in the form of a medical certificate from a Registered Health Practitioner for each period of Personal/Carer's Leave.
- (f) The Company may accept at its discretion a Statutory Declaration in-lieu of a medical certificate from a Registered Health Practitioner for a single day's absence.
- (g) Notwithstanding (e) above, two single day absences without a Registered Health Practitioner certificate are allowed in any 12 month period.

### **21.3 Compassionate Leave**

An Employee is entitled to 3 days of paid compassionate Leave on each "permissible occasion" (i.e. spending time with a family or household member who has a life threatening illness or injury, or where a family/household member dies within Queensland and 5 days of paid compassionate leave on each "permissible occasion" outside of Queensland or overseas. The Company may request the Employee to provide suitable documentation to support compassionate Leave.



#### **21.4 Discretionary paid Sick Leave**

- (a) In addition to paid Personal/Carer's Leave, Employees may be granted Discretionary Sick Leave (DSL) in accordance with this clause.
- (b) An Employee may be granted at the absolute discretion of the Company DSL provided the following requirements are met:
  - (i) The Employee, where possible, advises his/her supervisor prior to the beginning of the shift of the impending absence, its nature and its likely duration.
  - (ii) Proof of the illness is tendered, in the form of a medical certificate.
  - (iii) The Employee meets with the supervisor/team leader before resuming work.
  - (iv) It is acknowledged that the DSL system may be abused, and that any DSL granted to Employees must be counter balanced with extra rights of the Company to control the system.
  - (v) Abuse of the DSL system will be identified primarily through absence patterns, frequency or duration. If such patterns are identified, the presentation of a doctor's certificate will not exclude an Employee from the following disciplinary process.
  - (vi) Where the Company is concerned that an Employee is abusing this system, the normal disciplinary procedure will be used to resolve the situation.
  - (vii) In addition, the Employee will be required to prove to the satisfaction of the Company that he/she was unable, on account of injury or illness, to attend for duty on the day or days for which DSL is claimed.
  - (viii) An Employee will not be entitled to DSL for any period in respect of which an Employee is entitled to Worker's Compensation.
  - (ix) DSL payments will be continuously reviewed and in particular where an Employee is off work on Personal/Carer's leave or DSL for a period of 3 consecutive months, or 3 months in the aggregate over a 12 month period.

#### **21.5 Jury Service**

An Employee required to undertake jury service shall not suffer a loss of earnings as a result of being absent from work on jury service.

#### **21.6 Emergency/Defence Forces Service Leave**

Leave may be granted, at the discretion of the Company, to Employees attending emergency / defence forces service activity without loss of pay and such leave will otherwise apply in accordance with National Employment Standards (NES).

## 21.7 Annual Leave

- (a) A full-time or part time Employee is entitled to 4 weeks (152 hours) of annual leave for each 12 month period of employment in accordance with the NES.
- (b) Annual leave accrues progressively and is credited to Employees progressively in accordance with the NES.
- (c) Annual leave may be taken in one period or in separate periods subject to mutual consent between the Employee and the Company.
- (d) Employees are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount shall be calculated on the basis of what the Employee would have been paid under this Agreement for working ordinary hours during the period of leave.
- (e) The Employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the Employee as a reimbursement for expenses incurred.
- (f) Only the following absences from work are to be taken into account as time worked in calculating the annual leave:
  - (i) long service leave, annual leave, public holidays, paid personal leave, paid compassionate leave and jury service taken by an Employee will count as time worked;
  - (ii) any absences of up to 152 ordinary working hours in each 12 month period on worker's compensation leave; or
  - (iii) any interruption or termination of the employment by the Company which has been made with the intention of avoiding obligations under this clause.
- (g) Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this Agreement are:
  - (i) any absence with reasonable cause, proof of which shall be upon the Employee;
  - (ii) any absences on unpaid carer's leave;
  - (iii) any leave without pay authorised by the Company; or
  - (iv) parental leave.

Provided that leave does accrue in regard to unpaid community service leave and unpaid stand down, consistent with the continuous service provision of the Fair Work Act.
- (h) Where a public holiday prescribed by 19.3 of this Agreement falls within an Employee's period of annual leave and is observed on a day which, in the case of that Employee, would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the Employee would have worked if the day had not been a holiday.

- (i) The annual leave provided by this clause must be taken as leave and payment will not be made or accepted in lieu of annual leave, except as provided by 21.7(k) – payment of accrued leave on termination.
- (j) By agreement between the Company and an Employee, annual leave may be taken at any time provided it is done within two years from the date when the right to leave accrued.
- (k) Employees are entitled to be paid out for accrued annual leave on termination of employment.
- (l) Where the Company shuts down the enterprise or part of it, the Employee must take an amount of annual leave if:
  - (i) directed to do so by the Company; and
  - (ii) at least that amount of annual leave as credited to the Employee.

## **21.8 Annual Leave Loading**

Annual leave loading will be paid as it is taken subject to the following provisions:

- Day work Employees – an Employee who worked on day and afternoon shift work – a loading of 20 per cent.
- Shift work Employees – an Employee who worked on shift work – a loading of 20 per cent or the Employee’s normal shift loading, whichever is higher.

## **21.9 Parental Leave**

The provisions of this clause apply to full-time, regular part-time and “eligible casual” Employees. This clause shall be read in conjunction with the provisions of the NES.

An “eligible casual” Employee means a casual Employee who has been employed on a regular and systematic basis for several periods of employment or for ongoing period of employment during a period of at least 12 months.

Parental leave also applies in accordance with the NES and the Company’s Parent and Partner leave standard policy, which provides for an additional Company paid parental leave benefit for eligible employees. For clarity the Company’s Parent and Partner Leave policy is not incorporated into this Agreement.

### **(a) Basic entitlement**

An eligible Employee, in accordance with the NES, is entitled to both unpaid and paid parental leave on the birth or adoption of their child. Unpaid leave is in accordance with the NES and additionally under the Company’s Parent and Partner Leave policy an eligible Employee is entitled to paid parental leave, which may be shared with the spouse or partner of the Employee. For Employees who are the primary carer, a paid component of a continuous period of 20 weeks’ leave for the birth or adoption of a child may be taken, in accordance with the Company policy.

For Employees who are the spouse or partner of the primary carer a paid component of 3 week’s partner leave for the birth or adoption of a child may be taken in accordance with the Company policy.

Full-time and part-time Employees shall receive, during the paid component of their leave, their full ordinary time income including any regular allowances but excluding overtime, shift loadings or allowances, penalty rates and disability allowances. Eligible casual Employees shall receive an amount equivalent to their weekly earnings, averaged over the past 12 months, minus the casual loading.

An Employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements, which they have accrued, such as annual leave or long service leave. The combined period of all leave shall not exceed 52 weeks.

**(b) Taking of Leave**

An Employee must provide notice to the Company in advance of the expected date of commencement and conclusion of parental leave in accordance with the leave policy.

**(c) Returning to work after a period of parental leave.**

An Employee will be entitled to the position, which they held immediately before proceeding on parental leave. Where such position no longer exists but there are other positions available, which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly as possible comparable in status and pay to their former position.

Any subsequent changes in the Employee's employment category will be by agreement.

**21.10 Leave to Deal with Family and Domestic Violence**

Family and domestic violence leave will apply as per the NES and Company policy.

**22. Employee Representatives**

**22.1 Employee Representative Training**

The Employee representatives may be allowed time off with ordinary pay for up to two (2) days training per annum (not cumulative) to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its connection with the Agreement and the *Fair Work Act*, subject to the Employee representative:

- (a) Giving the Operations Manager four (4) weeks' notice of the proposed training, including details of the type, content, duration of the course, and
- (b) Arranging with the Operations Manager for attendance to minimise adverse effects on the business operations.

**22.2 Communication Meetings**

The Company will provide for a paid communication meeting of up to 1 hour each quarter of the year for employees and their union to discuss matters affecting their employment with the Company. This is subject to prior arrangement with and approval of the Company regarding the timing and location of the meeting, and the measures that will be taken to minimise disruption to operations. Attendance at these meetings will be permitted on a without loss of ordinary time pay basis for employees who are otherwise rostered to work ordinary hours during the meeting.

## 23. Classification Structure and Rates of Pay

### 23.1 Classifications

(a) The classification structure is set out in Appendix A “Classification Structure”.

### 23.2 Rates of Pay

(a) The weekly Base Rates of Pay, inclusive of all allowances and special rates, except where otherwise specified in this Agreement, and the wage increases provided for under this Agreement, are set out in the table below.

(b) The following increase will apply during the term of the Agreement:

- 4.0% from the first full pay period on or after 1 July 2024;
- 4.0% from the first full pay period on or after 1 July 2025; and
- 3.0% from the first full pay period on or after 1 July 2026.

Classification	Weekly Base Wage Rates		
	4.0%	4.0%	3.0%
	Jul-24	Jul-25	Jul-26
<b>Level 1</b>	\$ 1118.37	\$ 1163.11	\$ 1198.00
<b>Level 2</b>	\$ 1221.44	\$ 1270.29	\$ 1308.40
<b>Level 3</b>	\$ 1282.42	\$ 1333.72	\$ 1373.73
<b>Level 4</b>	\$ 1325.51	\$ 1378.53	\$ 1419.89

### 23.3 Annual Reward Plan

(a) In addition to but separate from the rates of pay set out above, a lump sum cash payment may apply under a structured Reward Plan, a profit linked payment based on annual financial year Earnings Before Income Tax (EBIT) and Total Recordable Injury Frequency Rate (TRIFR) for the ARC Gold Coast Business; with payment contingent on achieving the Targets below:

Operating Cash Target	Cash Payment %
100% EBIT Target Achieved	1.25% of Gross Earnings*
125% EBIT Target Achieved	1.5% of Gross Earnings*
150% EBIT Target Achieved	2.0% of Gross Earnings*

TRIFR Target	Cash Payment %
TRIFR Regional achieved < 4.9	1.0% of Gross Earnings*

*Note: \*Gross Earnings comprises wages, overtime, shift loadings and Team Leader allowance.*

## 24. Allowances

### 24.1 First Aid Allowance

A First Aid Allowance will apply to those Employees who hold and maintain an appropriate first aid qualification and who are appointed by the Company to act as First Aid attendants. These appointments will be determined, taking into account adequate coverage across shifts and departments. The first aid allowance is a flat weekly payment that does not form part of the all-purpose rate of pay.

### 24.2 Meal Allowance

A Meal Allowance is payable in accordance with clauses 19.2(h) and (i) of this Agreement.

### 24.3 Team Leader Allowance

- (a) Where a Level 4 Operator is assigned by the Company to perform Team Leader duties, he/she will be paid an Allowance whilst performing those duties. The allowance is a weekly amount that will apply for all purposes of this Agreement, except where otherwise stated in the Agreement.
- (b) Team Leader duties includes performing organisational, administrative and communication tasks and decision-making of a high order than normally involved at Level 4.
- (c) The Team Leader Allowance is not payable to any classification below Level 4.

### 24.4 Allowance Increases

All of the above allowances shall increase by the same percentage amount and at the same time as the wage increases set out in this Agreement:

Allowance	4% FFPP* 1 July 2024	4% FFPP* 1 July 2025	3% FFPP* 1 July 2026
First Aid	\$20.54 / week	\$21.36 / week	\$22.00 / week
Meal Allowance	\$17.92 / meal	\$18.64 / meal	\$19.20 / meal
Team Leader	\$108.20 / week	\$112.53/ week	\$115.91 / week

Note: \*FFPP is the first full pay period on or after the dates specified in the table.

## 25. Accident Make-Up Pay

- (a) "Accident Make-Up Pay" means a weekly payment of an amount being the difference between the weekly amount of compensation paid and the Employee's average actual earnings for the previous 12 months.
- (b) The Company shall pay an Employee accident make-up payment where the Employee receives an injury for which weekly payment or compensation is payable by, or on behalf of, the employer pursuant to the provisions of the appropriate Workers Compensation Act, as amended from time to time.

- (c) The Company shall pay, or cause to be paid, accident make-up payment during the period of incapacity of the Employee until such incapacity ceases, provided that the maximum period or aggregate of periods of accident make-up payment shall be a total of 52 weeks in respect to any one injury. For the purposes of calculating the 52 weeks of incapacity under this sub-clause, any period of rehabilitation under a relevant Workers Compensation Act shall be deemed to be a period of incapacity.
- (d) The liability of the Company to pay accident make-up payment in accordance with this Clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said reason during the period of any incapacity shall not, in any way, affect the liability of the Company to pay accident make-up payment as provided in this Clause.
- (e) In the event that the Employee receives a lump sum in redemption of weekly payments under the appropriate Act, the liability of the Company to pay accident make-up payment as herein provided shall cease from the date of such redemption.

## **26. Superannuation**

Company superannuation contributions are made under and for the purposes of complying with the Superannuation Guarantee legislation. Contributions shall be made to AustralianSuper or Russell Superannuation Master Trust, the Company's default superannuation fund (a MySuper product approved fund), or any other SG compliant fund of the employee's choice.


## **27. Long Service Leave**

The relevant State Act shall determine Long Service Leave entitlements for the Employees covered by this Agreement. Commencing on the first full pay period on or after 29 June 2013, Employees covered by this Agreement shall be entitled to Long Service Leave on the following basis:

- 27.1 In respect of their service with the Company prior to 29 June 2013 their entitlement is accrued on the basis of 0.866 weeks per completed year of service (13 weeks after 15 years of service);
- 27.2 In respect of their service on and from 29 June 2013 their entitlement will be accrued for Long Service Leave on the basis of 1.3 weeks per year of completed service (13 weeks after 10 years of service);
- 27.3 Pro-rata long service leave shall be paid on termination, other than for serious misconduct, after 5 years continuous service.

Executed as an Enterprise Agreement under the Fair Work Act 2009

Signed for and on behalf of SSX Services Pty Ltd trading as ARC/The Australian Reinforcing Company by:

  
Signature

Geoffrey L. Slogrove  
Full Name

101 Millaroo Drive Helensvale Qld 4212.  
Address

Area Manager South.  
Position

2nd September 2024  
Date

The above person is authorised to sign this Agreement on behalf of the Company.

Witnessed by:

  
Signature

GEORGIE SEATON  
Full Name

101 Millaroo Drive, Helensvale  
Address

2-9-2024.  
Date



Signed for and on behalf of The Australian Workers' Union (AWU)



Signature

Stacey Lee Schinnerl

Full Name

Level 13, 333 Adelaide Street Brisbane QLD 4000

Address

Queensland Branch Secretary

Position

28<sup>th</sup> August 2024

Date

The above person is authorised to sign this Agreement on behalf of the Union.

Witnessed by



Signature

Melinda Chisholm

Full Name

L13, 333 Adelaide St Brisbane

Address

J Paval

Position

28/08/2024

Date



## **APPENDIX A - CLASSIFICATION STRUCTURE**

The Australian Reinforcing Company Classification Structure has been formulated to provide a process for Employee development and to increase and enhance skills and knowledge which will enable Employees to participate more effectively in the control and improvement of the organisation's processes, and will enable participation in career development opportunities available through training and development.

Employee development will be reviewed every 6 months to enhance the workforce's existing knowledge and skills and the addition of new knowledge and skills that are based on the needs of Australian Reinforcing Company at this enterprise.

There will be a direct relationship between remuneration and the acquisition and application of skills and knowledge related to the needs of the Operations area at this enterprise.

### **Employee Involvement**

The importance of Employee involvement in the process of formulating the classification structure has been recognised. Mechanisms, in the form of a joint Employee and management participative committee have been established to achieve this involvement. This mechanism is ongoing and essential for the mobilisation of the workforce to assist in the achievement of the Company's goals.

Both Management and Employees are committed to the implementation of the classification structure to extend the knowledge and skills of Employees, and improve the performance of all processes at Australian Reinforcing Company enterprises. All Employees have been given the opportunity to participate, and through such participation, advance through the levels of the structure, and thereby gain additional remuneration.

Management, Employees and their representatives, to ensure its relevance and effectiveness in this enterprise are monitoring the program. Progression through the program is planned to provide Employees with the maximum career opportunity. However, such matters as operational requirements, available training resources, and the availability of equipment and safety considerations will jointly determine such progression.

Employees participating in the program will be required to assist in the training of other Employees.

The model is the sum of skill and knowledge training required for Employee progression and is comprised of levels 1 to 4 inclusive. Level 1 is normally the entry level to the model for all new Employees covered by this Agreement at each of the Sites.

At entry, new Employees are required, as a condition of employment, to undergo a skills assessment to determine the initial allocation of skills points thereby determining the appropriate level within the classifications. At Level 1, if an Employee is determined to have less than the required 10 points for this level, then it is a requirement that training is provided at the earliest opportunity to enable the attainment of required points and accepted by the Employee.

## SKILLS SCORE

OPERATIONS	POINTS	
Level 1	0-59	
Level 2	60-99	
Level 3	100-149	
Level 4	150-200+	Engineering Trades person Level 1

### 1. INTRODUCTION

A classification structure that is relevant to the company and enables the extension of knowledge and skills of Employees has been implemented.

The classification structure comprises four levels in operations where progression to a higher level depends upon the acquisition of skill score points relevant to the Employees' principal function.

A level is an Employee classification, which carries with it a rate of pay. The level, at which an Employee is classified and therefore paid, is determined by conducting skill audits for all operations that an Employee is deemed competent and required to perform within the enterprise. Evaluation of Employee competency will be conducted under the direction of management. For new Employees, a skill assessment must be carried out in order to determine an appropriate level within the classification structure, taking into account the Employees principal function.

### 2. SKILLS AND KNOWLEDGE

#### Skills

The acquisition of skills by the Employee will normally be through on-the-job training. The skills apply to specific work areas (e.g. Steel, Warehouse).

#### Knowledge

The acquisition of knowledge by the Employees may require their participation in self-paced training or in training sessions conducted away from the job.

#### Work areas

The training for all Employees at each level is determined by the needs of each enterprise.

### 3. ACCREDITATION - CLASSIFICATION POINTS

All units in a task will have a syllabus and work program setting down performance objectives and criteria.

For all tasks, the performance objectives and criteria will form the basis of assessment and the ultimate accreditation of an Employee completing training. Proficiency will be shown by the Employee in skills and knowledge through a variety of ways e.g. Written tests, interview, practical demonstrations and computer based assessment, or a combination of these.

The accreditation process requires that to successfully complete a Unit, the Employee must reach the minimum acceptable standard (i.e. The Performance Objective), as prescribed in the syllabus and work program for that unit.

For any unit or group of units for which an Employee has attained the performance objectives, indicating that they have the skill and knowledge to perform the task, there may be a requirement to actually perform the task to standard for a period of time to satisfy that the Employee accepts and meets all the accountabilities and responsibilities associated with the task, and generally applies the skills and knowledge to the required standard, before final accreditation is made.

In the event of disputation as to whether a person has met the performance objectives of a unit, the matter can be referred to the QLD Regional Manager and Human Resources Manager, or their representatives.

If an Employee fails to meet the required standard for a Unit, additional instruction may be provided to the Employee to assist him/her to achieve the required standard.

If accreditation results in the Employee moving to a new operator level, the Employee's employment record will be endorsed accordingly and the relevant points for the module added to the Employee's tally and appropriate Wage Level adjustments must also be made effective from date of accreditation.

A register shall be kept for each participating Employee, containing details of the Modules successfully completed in accordance with the Classification Structure. This "competency record" will be kept in each Employee's personal record and in a central register and must include each Employee's aggregate of points.

Where a skill or Unit is no longer relevant to the operations of the enterprise, then the Employee's record of competency will be maintained, however the corresponding points for the skill, module or unit will be deducted from the Employee's tally. An Employee's existing pay level would be protected for a maximum 12 month period.

#### **4. RATES OF PAY**

The Rates of Pay are based on the level of skill and knowledge achieved by each Employee where accreditation has been endorsed by the Workplace Committee and commitment given by the Employee to exercise those skills and knowledge when required.

#### **5. PARTICIPATION IN WORKPLACE TRAINING PROGRAMS**

All Employees are encouraged to participate in training programs as a function of Employee development. Participation in safety training programs is a condition of employment.

## **6. CLASSIFICATION**

### **Operator Level 1**

#### **Skill Score Points – 0-59**

Employees shall be graded at this level where they are performing functions within the skill point range of 0 to 59 points.

Employees at this level work within established routines, methods and procedures.

Supervision is direct.

### **Operator Level 2**

#### **Skill Score Points – 60-99**

Employees at this level perform functions using a more extensive range of skills and knowledge at a higher level than required at level 1. Employees shall be graded at a minimum of 60 points at this level.

Employees are responsible and accountable for their own work which is performed within established methods and procedures.

Supervision is routine.

Employees are required to train other Employees in the skills of their own level and below by means of personal instruction and demonstration.

### **Operator Level 3**

#### **Skills Score Points – 100-149**

Employees at this level perform functions using a more extensive range of skills and knowledge at a higher level than required at level 2.

Employees shall be graded at this level where they have completed the relevant training, and their principal function requires the exercise of at least 100 points

Employees are responsible and accountable for their own work, which is performed within established guidelines and they exercise limited discretion within the range of their skill and knowledge.

Supervision is minimal.

Employees are required to train other Employees in the skills of their own level and below by means of personal instruction and demonstration.

## **Operator Level 4**

### **Skills Score Points – 150-200**

Employees at this level perform functions using a more extensive range of skills and knowledge at a higher level than required at level 3.

Employees can be appointed to this level. Employees are responsible and accountable for their own work, and may have limited responsibility for the work of others. They exercise initiative, discretion and judgement within the range of their skills and knowledge.

Supervision is minimal.

Employees are required to train other Employees in the skills of their own level and below by means of personal instruction and demonstration.