

DATED

25 JUNE 2024

RICH RIVER ASPHALT (ACN 602 586 621)

**RICH RIVER ASPHALT
ENTERPRISE AGREEMENT 2024**



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THIS AGREEMENT is made on 25 of June 2024

1. APPLICATION & OPERATION OF AGREEMENT

1.1 Title

This agreement shall be known as the *Rich River Asphalt Pty Ltd Enterprise Agreement 2024*.

1.2 Parties Bound

The Agreement covers:

- (a) The Company; and
- (b) All Employees of the Company engaged in asphalt manufacturing, asphalt placement, spray sealing and any related work in any of the classifications set out in section 5 of this Agreement.

1.3 Nominal expiry date

- (a) Subject to clause 1.3(b), this Agreement shall commence from the date it is approved by the FWC and shall remain in force until the 1 July 2027.
- (b) The wages and allowances contained in this Agreement shall apply from the first full pay period commencing on or after the date the Agreement has been formally approved by the FWC.

1.4 Relationship to Award

- (a) This Agreement wholly incorporates the Award as varied from time to time and the NES. Where there is any inconsistency between the Award and this Agreement, the terms of this Agreement shall prevail. The Award provisions shall apply for any matter not contained in this Agreement.
- (b) If the NES provides for a superior entitlement than under this Agreement, the NES entitlement shall prevail over that contained in this Agreement.
- (c) If subsequent variations to the Award during the lifetime of this Agreement are more beneficial to employees, those superior variations (or superior parts thereof) shall be incorporated into this Agreement and shall prevail over the Agreement to the extent of any inconsistency.
- (d) Existing over-Award payments and conditions of employment for the Company's employees shall also continue to apply as if they were an express term of this Agreement, except where the terms of this Agreement expressly provide otherwise.

- (e) This Agreement is not intended to incorporate any terms of the Award which contain prohibited content as defined by the Act or terms which do not comply with the Code. Any term of the Award which contains prohibited content is deemed not to be incorporated into this Agreement, but only to the extent necessary to comply with the Act and the Code.

1.5 No extra claims

- (a) The parties undertake that for the life of this Agreement, there shall be no further claims sought, or granted, except for those granted under the terms of this Agreement.
- (b) This Agreement shall not operate to cause any Employee to be worse off. No Employee shall suffer a reduction in their wage rate as a result of this Agreement.

2. DEFINITIONS

"Act" means *Fair Work Act 2009* (Cth).

"Agreement" means the *Rich River Asphalt Pty Ltd Enterprise Agreement 2024*.

"Award" means the *Asphalt Industry Award 2020*.

"Code" means Code of Practice for the Asphalt Industry.

"Company" means Rich River Asphalt Pty Ltd (ACN 602 586 621).

"Employee" and **"Employees"** means an Employee or Employees of the Company covered by the classifications in Annexure B of this Agreement.

"Employee representative" means a person or organisation an employee nominates as their representative.

"FWC" means the Fair Work Commission.

"NES" means the National Employment Standards contained in the Act.

"Occupational Health and Safety Act" means *Occupational Health and Safety Act 2004* (Vic).

"Ordinary rate of pay" means the full-time weekly rate of pay divided by 38 hours or, if specified in Appendix A, 36 hours.

"RDO" means Rostered Day Off.

3. FLEXIBILITY TERM

- 3.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the arrangement:
- (a) deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; or
 - (v) leave loading; and
 - (b) meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in paragraph 3.1(a); and
 - (c) is genuinely agreed to by the Company and the Employee.
- 3.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) would be about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 3.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the Company's name and the Employee's name; and
 - (c) is signed by the Company and the relevant Employee or, if the relevant Employee is under 18 years of age, is signed by a parent or guardian of that Employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement which are to be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms of this Agreement; 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 arrangement; and
 - (iv) states the day on which the arrangement commences.

- 3.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 3.5 The Company or the Employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and the Employee agree in writing – at any time.

4. **CONSULTATION**

4.1 **Consultation term**

- (a) This term applies if the Company:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

- (b) For a major change referred to in clause 4.1(a):
 - (i) the Company must notify the relevant Employees of the decision to introduce the major change; and
 - (ii) subclauses 4.1(c) to 4.1(i) apply.
- (c) The relevant Employees may appoint a representative for the purposes of the procedures set out in this clause.
- (d) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Company of the identity of the representative,the Company must recognise the representative.
- (e) As soon as practicable after making its decision, the Company must:
 - (i) discuss with the relevant Employees:
 - (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the Employees; and
 - (C) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and

- (ii) for the purposes of the discussion – provide, in writing, to the relevant Employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Employees; and
 - (C) any other matters likely to affect the Employees.
- (f) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses 4.1(b)(i), 4.1(c) and 4.1(e) are taken not to apply.
- (i) In this clause, a “*major change*” is likely to have a significant effect on Employees if it results in:
 - (i) the termination of the employment of Employees; or
 - (ii) major change to the composition, operation or size of the Company’s workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain Employees; or
 - (vi) the need to relocate Employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in subclause 4.1(a)(ii):
 - (i) the Company must notify the relevant Employees of the proposed change; and
 - (ii) subclauses 4.1(k) to 4.1(o) apply.

- (k) The relevant Employees may appoint a representative for the purposes of the procedures in this clause.
- (l) If:
 - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (ii) the Employee or Employees advise the Company of the identity of the representative,the Company must then recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the Company must:
 - (i) discuss with the relevant Employees the introduction of the change; and
 - (ii) for the purposes of the discussion – provide to the relevant Employees:
 - (A) all relevant information about the change, including the nature of the change;
 - (B) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (C) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (iii) 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).
- (n) However, the Company is not required to disclose confidential information or commercially sensitive information to the relevant Employees.
- (o) The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (p) In this clause, “*relevant Employees*” means the Employees who may be affected by a change referred to in subclause 4.1(a).

5. DISPUTE RESOLUTION

5.1 If a dispute relates to:

- (a) a matter arising under this Agreement; or
- (b) the NES set out in the Act,

then this clause sets out procedures to settle the dispute.

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

5.3 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 their relevant supervisors and / or management.

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

5.5 The FWC may deal with the dispute in two 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, it may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: if the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or

- (ii) the 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.

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

6. EMPLOYMENT RELATIONSHIP

6.1 Types of employment

- (a) This Agreement sets out all core terms and conditions of employment.
- (b) Subject to this Agreement, an Employee will be employed in one of the following categories:
 - (i) full-time weekly hire employee, that is an employee who works an average of 36 ordinary hours per week;
 - (ii) part-time weekly hire employee, that is an employee who works on average less than 36 ordinary hours per week; or
 - (iii) casual employee, that is an employee engaged and paid by the hour.

6.2 Part-time employment

- (a) A part-time employee is an Employee who is engaged to work an average of less than 36 hours per week and receives equivalent pay and conditions to full time Employees who do the same kind of work on a *pro rata* basis.
- (b) For each ordinary hour worked, a part-time Employee will be paid no less than the ordinary hourly rate for the relevant classification and *pro rata* entitlements for those hours.
- (c) At the time of commencing employment, the Company and the part-time Employee must agree in writing on the ordinary hours to be worked each week and the days these hours will be worked.
- (d) The Company and a part-time Employee may vary the regular number of ordinary hours by mutual agreement. This variation must be recorded in writing.

6.3 **Casual employment**

- (a) A casual Employee's ordinary hours of work are the lesser of an average of:
 - (i) 36 hours per week; or
 - (ii) the hours required to be worked by the Company.
- (b) A casual Employee will receive a minimum of 4 hours' pay per engagement.
- (c) A casual Employee for working ordinary time shall be paid per hour an amount equal to 1/36 of the actual weekly rate prescribed by this Agreement for the class of work undertaken, plus a casual loading of 25% for ordinary hours as provided for in the Award. The casual loading:
 - (i) constitutes part of the casual Employee's all-purpose rate; and
 - (ii) is paid instead of annual leave, paid personal / carer's leave, notice of termination, redundancy benefits and other entitlements of full-time or part-time employment.
- (d) A casual Employee shall not be entitled to the annual leave, RDOs, personal leave and public holidays prescribed by the Award.
- (e) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

6.4 **Probationary period**

- (a) A probationary period of six months applies to all new permanent Employees. This period is necessary to allow sufficient time for the Company to assess the skills and performance of the Employee.
- (b) At any time during the probationary period, the Company or the Employee may terminate the employment by giving one weeks' notice in writing or notice as otherwise agreed between the parties.
- (c) On or before the expiration of the probationary period the Company will use its best endeavours to assess the Employee's suitability for ongoing employment. The Company will either confirm the Employee's ongoing employment or terminate their employment.

6.5 **Redundancy**

- (a) For the purposes of this clause, a redundancy arises where the Company no longer requires an Employee's job to be performed by anyone because of the operational requirements of the Company's enterprise.

- (b) Employees do not have any entitlement to redundancy benefits under the Agreement or Award if their position has been made redundant due to a sale or restructure of the Company and, as a consequence, they are re-employed by the new owner of the business on terms and conditions which, on balance, are no less favourable than those the Employee enjoyed prior to the sale or restructure.
- (c) An Employee is entitled to a redundancy when a successor employer (or the current Employee in a new position) does not recognise continuity of service.
- (d) Redundancy pay:

Subject to clause 7.5(b) an Employee whose position is made redundant shall receive a severance payment, calculated in accordance with the rates set out in the NES in respect of their period of continuous service.

6.6 **Abandonment of employment**

- (a) The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Company and without notification to the Company will be *prima facie* evidence that the Employee has abandoned their employment.
- (b) The Company will notify an Employee of impending termination of their employment via certified mail to the Employee's last known residential address and to the personal email address held by the Company on the Employee's personnel file.
- (c) Employment will be deemed abandoned if an Employee fails to satisfy the Company of reasonable cause for their absence within fourteen (14) calendar days from the last attendance at work or the date of the last absence in respect of which notification has been given or consent was granted.

6.7 Termination of employment

- (a) Period of notice to be provided by Employees:

Employee's period of continuous service with the employer at the end of the day the notice is given:	Period of notice
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Not more than one year	1 week
More than one 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) Where an Employee has over two (2) years continuous service with the Company and is 45 years of age or older, an additional week's notice is required in addition to the above amounts. All such notice may be paid in lieu of notice.

7. WAGES, CLASSIFICATIONS AND RELATED MATTERS

7.1 Wage rates

- (a) Rates of pay:

The minimum wage rates applicable from the first pay period commencing upon the certification and commencement of this Agreement are set out in Annexure A.

- (b) Skill level classifications:

The classifications set out in the table at Annexure A are comprised of the following:

- (i) **Level 1:** New entrant to the Company and the asphalt industry undergoing Company inductions, assessment and training. No Employee shall remain at the Level 1 classification for more than one (1) month.

- (ii) **Level 2:** Level 2 is an Employee who has completed the Company's induction and is undertaking up to three (3) months on-the-job training and is not undertaking a traineeship. No Employee shall remain at the Level 2 classification for more than 6 (six) months:

- (A) Labourer / Shovel hand;
- (B) General Hand; and
- (C) Trainee Plant Operator.

(iii) **Level 3:** Level 3 Employees are those who have completed up to three (3) months on-the-job training; or have more than six (6) months external industry training and are capable of working productively under routine supervision; but is not yet a fully productive member of a spray or paving crew:

- (D) Traffic Controller Level 1 and 2;
- (E) Trainee Laboratory Technician;
- (F) Spotter / Tipman;
- (G) Front End Loader Operator;
- (H) General Hand / Rake Hand;
- (I) Trainee Roller Driver;
- (J) Truck Driver (MR); and
- (K) Tipper Driver (HR).

(iv) **Level 4:** In asphalt production plants this will mean an Employee who is deemed competent to operate the plant with a minimum of supervision. Level 4 Employees are competent to carry out 2 or more tasks in Level 3 and one or more of the following tasks:

- (A) Steel Wheel Asphalt Roller;
- (B) Front End Loader Operator;
- (C) Multi Tyre Roller Operator;
- (D) Plant Operator;
- (E) Crew Truck Driver (MR Licence);
- (F) Asphalt Plant Level Hand;
- (G) Tractor Broom Operator;
- (H) Tack Coat Driver;
- (I) Asphalt Plant Operator;
- (J) Competent Laboratory Technician;
- (K) Tipper Driver (MR Licence);
- (L) Bitumen Sprayer Offsider (Handheld Lance);

- (M) Trailer / Towing Broom;
 - (N) Fitter;
 - (O) Traffic Controller Level 3 and 4;
 - (P) Skid Steer Operator;
 - (Q) Asphalt Rake Hand;
 - (R) Multi Skilled Construction Worker;
 - (S) Electrical Spotter;
 - (T) Penciller; and
 - (U) HC Truck Driver (Truck and Trailer and Float Driver).
- (v) **Level 5:** Level 5 Employees are multi-skilled and have been assessed by the Company to be competent to perform all of the duties required within the work team. Typically, they can perform at least three (3) or more of the duties in the Level 4 classification and at least one of the following:
- (A) Cockerel Box Operator;
 - (B) Asphalt Paver Driver;
 - (C) Profiler Operator;
 - (D) Suction Broom Driver / Street Sweeper;
 - (E) Laser Level / GPS Operator;
 - (F) Skid Steer Operator competent with all attachments;
 - (G) Dangerous Goods Licence / HR Licence;
 - (H) Bulk Kerosene Driver;
 - (I) Assistant Team Leader / Field Clerk; and
 - (J) HC Driver (Truck and Trailer and Heavy Float).
- (vi) **Level 6:** Level 6 Employees are competent in one or more of the following tasks:
- (A) Team Leader;
 - (B) NATA Accredited Laboratory Signatory;
 - (C) Asphalt Plant Operator including Maintenance of Plant;

- (D) Fully Qualified Fitter;
 - (E) Advanced Float Driver (HC Licence); and
 - (F) Bitumen Tanker Driver.
- (vii) **Level 7:** Level 7 Employees are competent in all facets of the operation and will also hold supervisory skills. Typically, Level 7 Employees have been appointed by the Company manager:
- (A) Bitumen Spray Truck Driver;
 - (B) Supervising Foreman; and
 - (C) Specific defined specialist.
- (c) New and existing Employees – skills development:
- (i) All new Employees will have their skill levels assessed against their respective classifications. Where it is determined that the Employee is required to increase their skill level, the Company is committed to training up the Employee to become skilled commensurate to the increased skill level.
 - (ii) Existing Employees may be given the opportunity to develop their skill level and undergo training to achieve a higher classification. During this training period, their rate of pay will remain unchanged until their skill level is at the higher classification.

7.2 Overtime

- (a) Overtime will be payable in accordance with the Award and at the rates set out in Annexure A.
- (b) For a full-time or casual Employee other than a shiftworker, overtime is any time worked:
 - (i) in excess of the ordinary hours of work; or
 - (ii) outside of the ordinary hours of work.
- (c) For a part-time Employee, hours worked in excess of their ordinary hours will be overtime and paid at the appropriate overtime rate.
- (d) Employees who work any weekend shifts shall be paid a minimum of 4 hours.
- (e) All work carried out between midnight Friday and midnight Sunday will be paid at the overtime rates specified in Annexure A.

- (f) When an Employee is recalled to work, after leaving their job at the completion of a shift, they shall be paid a minimum of 4 hours at overtime rates.

7.3 Allowances

- (a) Travelling expenses and distant work allowance:

Travelling expenses and allowances for distant work will be paid in accordance with the Award.

- (b) All-purpose allowances:

Allowances paid for all purposes are included in the rate of pay of an Employee who is entitled to the allowance, when calculating any penalties, loadings or payment while they are on annual leave. The following allowances are paid for all purposes under this Agreement:

- (i) industry allowance; and
- (ii) inclement weather allowance.

Inclement Weather

- (c) Definition of Inclement Weather:

"Inclement Weather" means "wet weather and / or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof".

- (d) An inclement weather allowance of \$38.67 per week is payable to Employees to compensate for:

- (i) all the additional disabilities of being required to work when exposed to Inclement Weather; and
- (ii) working in isolated and under-developed locations.

- (e) Inclement Weather allowance is payable for all purposes.

- (f) Where Employees cannot be gainfully employed on their normal duties or on other productive work because of wet weather, they will carry out alternative work out of the rain, where available.

7.4 Wage increases

- (a) Employees will receive pay adjustments in line with the FWC minimum wage increase applicable from 1 July 2024.
- (b) The wage rates will increase annually by the percentage increase awarded by the National Wage Review Panel and will be operative from the date of such increases whenever they occur.
- (c) The Company reserves the right to pay Employees above the minimum wage rates set by the FWC.

8. HOURS OF WORK AND WORKSITE CONDITIONS

8.1 Hours of work

- (a) To allow for the more flexible use of workforce and equipment over the available daylight hours, the ordinary daily hours may be worked between the hours of 2.00am and 8.00pm Monday to Friday.
- (b) Due to daily workload priorities, the Company may require Employees to work reasonable overtime and Employees will not unreasonably refuse to work overtime under these circumstances. For the avoidance of doubt, Employees will be paid overtime rates in accordance with the Award. However, the Company agrees to take into consideration the personal circumstance of each Employee when requiring an Employee to work reasonable overtime.
- (c) A meal break shall be taken after no more than five hours work. However, it is recognised that production or other workload priorities may require that, in some circumstances, an Employee may be required to work longer than five hours before partaking of a meal break.
- (d) The Company and Employees may agree to any variation of these arrangements in clause 8.1 to meet the circumstances of the work in hand.

8.2 Work cycles & RDOs

- (a) The ordinary working hours shall be worked:
 - (i) in a 10-day / 2-week cycle on Monday to Friday inclusive; and
 - (ii) with eight hours worked for each of nine days.
- (b) 0.8 of an hour on each of those days accruing towards the tenth day, which shall be taken as a paid day off. The tenth day of the cycle shall be known as the 'RDO'.

- (c) RDOs are paid at the ordinary rate paid to Employees at the time of taking the RDO and shall include any applicable industry allowance as prescribed by the Award.
- (d) An Employee shall accrue twenty-six (26) RDOs in each twelve months of continuous service.
- (e) Each day of paid leave taken and any public holiday occurring during any cycle of two weeks will be regarded as a day or part day worked for accrual purposes (this does not include periods of long service leave).
- (f) Employees who have not worked a completed 10-day / 2-week cycle will be regarded as a day or part day worked for accrual purposes (this does not include periods of long service leave). For the avoidance of doubt, this means that Employees then having received more RDOs than they were entitled to will have the relevant amount removed from final termination payments, and Employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

8.3 **Work on scheduled RDOs**

- (a) An Employee may be required to work on an RDO where it is necessary:
 - (i) to allow other Employees to be employed productively;
 - (ii) to carry out maintenance outside ordinary working hours;
 - (iii) because of unforeseen delays to a particular project or a section of it;
or
 - (iv) for other reasons arising from unforeseen or emergency circumstances on a project. Such circumstances would include the following:
 - (A) excessive periods of Inclement Weather;
 - (B) matters not necessarily the Company's fault which have led to the project being delayed or falling behind schedule;
 - (C) the requirement to meet the principal's work program and unexpected delays in the project due to scheduling of other works or supply of materials; or
 - (D) work that cannot be performed on other days because of municipal council restrictions, or other relevant laws or regulations.

- (b) Where the Employee is required to work on a scheduled rostered day off they will take one paid day off before the end of the next work cycle, and the Employee must be paid for the day worked at the rates prescribed for Saturday work under the Award.

8.4 Alternate and substitution of RDOs

- (a) The Company and a majority of the Company's Employees may by agreement:
 - (i) substitute another day for the scheduled RDO;
 - (ii) accumulation of RDOs; or
 - (iii) arrangements which allow for flexibility in relation to taking RDOs.
- (b) During the warmer months, the Company may require Employees to bank RDOs. These months include but are not limited to – January, February, March, April, and May. These exemptions to the industry calendar are subject to the following provisions:
 - (i) details of such banked RDOs shall be entered on each Employee's employment records and pay slip;
 - (ii) the banked RDOs will be taken individually or as a block by agreement between the parties;
 - (iii) the banked RDOs will be taken within the year where the banking has occurred; and
 - (iv) the RDOs shall be taken adjacent to a weekend or in conjunction with public holidays or annual leave.

8.5 Hot Weather Guidelines

- (a) Under this Agreement, ambient temperature of or above 37°C shall be defined as constituting 'Inclement Weather'.
- (b) When it is expected that the temperature will be 37°C or more, or when the temperature approaches 37°C, the parties on site shall confer regarding the performance of work.
- (c) Working arrangements will be determined in accordance with the Company's 'Protection from Ultraviolet Radiation' procedure and 'Safety Procedure (SP-05) "Working Outdoors in Heat" procedure, however these policies are not incorporated as a term of this Agreement.

- (d) If directed, Employees may leave their worksite provided that the task or activity being performed is completed and the penalty provisions as for outdoor work under the Award shall apply.
- (e) Once the temperature reaches 37°C, a risk assessment shall be conducted and the Rich River Asphalt procedure for “Working in Hot Weather” will be followed.
- (f) During periods of hot weather, work in air-conditioned environments shall continue as normal. Employees will walk a reasonable distance through the open to and from amenities and the air-conditioned workspace, provided it does not pose an unreasonable risk to their health or safety.
- (g) By agreement with the site safety officer and the Company during periods of extreme heat, the Saturday break roster can be applied to weekday work.
- (h) It is expressly agreed that work shall not automatically cease on account of extreme heat at any temperature above 37°C, and any stoppage of work where the temperature is under 37°C shall be a breach of this Agreement, rendering the Employee ineligible for any payment which may otherwise fall due.

8.6 Unsafe conditions due to Inclement Weather

Where an Employee is prevented from working at their particular function as a result of unsafe conditions caused by Inclement Weather, the Employee may be transferred to other work in their classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the Employee shall remain on site.

8.7 Working in heat

- (a) The parties are committed to minimising the risk to Employee’s health due to heat illness. The Company shall implement a heat policy where on days it is expected to reach 37°C and above. This policy does not form part of a term of this Agreement.
- (b) This policy shall be monitored by the Rich River Asphalt Safety Manager and Project Management. All attempts to minimise exposure to heat will be exhausted, if all heat related hazards cannot be controlled then it is intended that Employees will not work, unless it is emergency work or necessary to make sites safe prior to Employees leaving the site.

9. LEAVE

9.1 Annual leave

- (a) Annual leave is provided for in the NES.
- (b) The Company may direct Employees to take annual leave:
 - (i) if the Company intends to shut down all or part of its business and wishes to require affected Employees to take paid annual leave during that period. If in these circumstances Employees do not have accrued annual leave to cover the shutdown period, Employees may be required to take unpaid leave for all or part of the shutdown period; or
 - (ii) upon four (4) weeks' notice where Employees have more than eight (8) weeks annual leave accrued (or a *pro-rata* equivalent of eight (8) weeks if employed on a part time basis); or
 - (iii) in accordance with the Act.
- (c) Prior to commencement of any period of annual leave four (4) weeks' notice will be required, although the Company may agree to reduce this period in circumstances where it is reasonably convenient for it to do so.

9.2 Annual leave loading

- (a) In addition to the payment of annual leave as prescribed in clause 21 of the Award, an Employee shall receive during a period of annual leave a loading of 17.5% calculated on the hourly rates of pay prescribed in clause 7.1 of this Agreement if applicable.
- (b) Annual leave loading is not payable on termination to employees who receive an 'all purposes' rate of pay.

9.3 Leave without pay

Unpaid leave will only be considered where prior approval of the Operations Manager (or their delegate) has been obtained by the Employee seeking to take unpaid leave. Approval of unpaid leave will not be unreasonably withheld by the Company.

9.4 Parental leave

Parental leave shall be provided in accordance with the NES.

9.5 Compassionate leave

Compassionate Leave shall be provided in accordance with the NES.

9.6 Personal / carer's Leave

- (a) Personal / carer's leave entitlements are provided for in the NES.
- (b) Employees are entitled to paid personal leave in the event of:
 - (i) their illness or injury (personal leave); or
 - (ii) to provide care or support to a member of their immediate family or household in the event of their illness or injury or in case of an unexpected emergency affecting them (carer's leave).
- (c) Employees will progressively accrue personal leave at the rate of 10 days per annum.
- (d) Paid personal leave accrues *pro-rata* and is cumulative.
- (e) Personal leave is not payable on termination of employment.
- (f) Where an Employee has exhausted their paid personal leave entitlements under this clause and they comply with the relevant statutory notice requirements, they are entitled to an additional two days' unpaid carer's leave per occasion in the event of illness or injury of, or an unexpected emergency affecting, an immediate family member or member of their household. The two days' unpaid carer's leave must be taken consecutively unless otherwise agreed between the parties.
- (g) Employees must comply with the relevant evidence requirements for taking paid personal leave.
 - i. Medical certificates must be issued by a registered medical doctor, with the doctor's registration number clearly displayed on the certificate.
 - ii. Online medical certificates are acceptable only if they meet this standard (doctor's registration number included) and can be verified through the official Medical Board of Australia register
 - iii. Certificates from nurses, chemists, or any ambiguous medical authorities will not be accepted
 - iv. Rich River Asphalt management reserve the right to verify the registration of any doctor issuing a medical certificate through the Medical Board of Australia website: Medical Board Register.
 - v. Medical certificates are not required for a single day of absence during the week unless the sick day falls before or after a weekend, public holiday, or rostered day off (RDO). In these cases, a medical certificate is mandatory
 - vi. Failure to comply with the provision of evidence guidelines may result in the non-acceptance of the paid sick leave request.

- (h) Notification:
The Employee must, not later than 30 minutes before their designated start time on the day they are scheduled to work, advise the Company of:
 - (i) their inability to attend for work;
 - (ii) the reason for the absence; and
 - (iii) the estimated duration of the absence.

9.7 **Family and Domestic Violence Leave**

All Employees (including part time and casual Employees) are entitled to 10 days paid family and domestic violence leave each year in accordance with the NES.

9.8 **Long Service Leave**

Employees are entitled to long service leave pursuant to the provisions of the relevant legislation applicable in the State of Victoria. All Employees covered by this Agreement can be registered with portable long service leave schemes as applicable.

9.9 **Jury Service**

- (a) Permanent Employees required to attend jury service will be reimbursed an amount equal to the difference between the amount paid for their jury service and the wage they would have received based on their ordinary hours of work had the Employee not been on jury service.
- (b) Employees will notify the Company as soon as possible of the date they are required to attend for jury service.
- (c) Employees will give the Company proof of their attendance for jury service, the duration of such attendance and the amount they were paid for jury service.

9.10 **Public Holidays**

- (a) Public holiday entitlements are provided for in the NES.
- (b) Employees are entitled to public holidays gazetted for the State of Victoria only. If the Company is working in a different State or Territory and a public holiday fall on that date, the public holiday for that State or Territory will not be observed.

10. OTHER MATTERS

10.1 Occupational health and safety

The parties to this Agreement are committed to creating and maintaining a safe working environment. Employees must comply with the following:

- (a) their personal obligations under occupational health and safety legislation to take reasonable care for their own health and safety, and take reasonable care for the health and safety of others who may be affected by their acts or omissions;
- (b) upon becoming aware of a situation which poses a risk to a person's health or safety, immediately report that risk and any relevant information to their supervisor / OH&S Manager or other appropriate representative of the Company;
- (c) cooperate with anything the Company does to comply with its duties under occupational health and safety legislation;
- (d) wear Company-issued safety equipment, clothing and / or footwear as directed; and
- (e) observe the Company's occupational health and safety policies, where applicable. For the avoidance of doubt, such policies do not form a term of this Agreement.

10.2 Accident and Incident Report Form

The Company provides an accident and incident book for the purpose of recording all workplace injuries (including near misses). All accidents, injuries and incidents which occur on site must be duly recorded in this book by Employees.

10.3 Payroll deductions

- (a) An Employee may authorise the Company to make a deduction from their after tax pay to pay the Employee's union fees. The Company must comply with that authorisation by paying the required amount to the nominated union.

- (b) Salary sacrifice for superannuation:

Throughout the life of this Agreement, Employees can opt to have any part of their pay paid to their nominated superannuation fund. For the avoidance of doubt, this is in addition to the minimum superannuation contributions paid in satisfaction of the Company's superannuation guarantee obligations.

10.4 Training

- (a) The Company is committed to providing a level of training greater than the industry average in order to provide a safe, productive and fulfilling work environment.
- (b) In consultation with the Company, the Employee may be required to undertake training courses and refresher courses applicable to the Company's requirements. Where this occurs, Employees will be paid at their usual hourly rate.
- (c) Employees will not unreasonably refuse training.
- (d) Employees who resign from the company within 12 months of completing training funded by the Company, may be asked to reimburse the Company the full cost of such training.

11. PROTECTIVE CLOTHING

11.1 Uniforms

- (a) The Company shall ensure that Employees are provided protective clothing in accordance with this clause.
- (b) The Company shall ensure that Employees are provided with the following (high visibility garments must comply with AS/NZ 4602):
 - (i) two long sleeved, high visibility shirts;
 - (ii) approved safety footwear (must comply with AS/NZ 2210) appropriate to the classification of work being carried out;
 - (iii) one high visibility jumper; and
 - (iv) one high visibility rain jacket or approved equivalent apparel.
- (c) Where an Employee has not sought the replacement of the issue of protective clothing as provided on a fair wear and tear basis within twelve months from the date of issue, then that Employee shall be entitled to a re-issue of the apparel at the completion of that twelve months.
- (d) Employees shall wear the protective clothing / equipment supplied to them. An employee's failure to wear or use protective clothing / equipment may result in disciplinary action being taken against the Employee in accordance with the Company's applicable disciplinary procedures.
- (e) The Company will provide a laundering service for company uniforms for all permanent Employees.

11.2 **Personal protective equipment (PPE)**

While not being part of any personal issue of protective clothing / uniform, the Company will provide the following PPE (conforming to the appropriate Australian Standard) for use when necessary. Employees shall correctly use the following required PPE during the performance of their duties:

- (a) safety helmets (must comply with AS/NZ 1801);
- (b) ear / hearing protection (must comply with AS/NZ 1270);
- (c) eye protection (must comply with AS/NZ 1336);
- (d) sunscreen (SPF 50+);
- (e) gloves; and / or
- (f) gum boots.

11.3 **Resignation and payment for uniform**

- (a) Where an Employee leaves their employment within one month of being issued with protective clothing, they will reimburse the Company 50% of the purchase cost thereof.
- (b) Any Employee whose position is made redundant will not be required to reimburse the Company for the protective clothing.

11.4 **Return of Equipment**

All tools and equipment other than PPE as applicable issued to Employees remain the property of the Company and must be returned at the end of an Employee's employment. Failure to return tools will result in the Employee reimbursing the Company for the cost of those tools.

12. **SUPERANNUATION**

The Company shall make all necessary superannuation requirements it is required to make on behalf of its Employees in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) and the *Superannuation Guarantee (Administration) Regulations 1993* (Cth). The default superannuation fund shall be Construction and Building Industry Super (Cbus).

Salary sacrifice for superannuation:

Throughout the life of this Agreement, Employees can opt to have any pay rises paid to their superannuation fund as a personal contribution. If an Employee opts for a wages / superannuation salary sacrifice, the Company's obligations to pay the superannuation guarantee charge will be calculated to include both the gross wage and personal superannuation contribution as ordinary time earnings

13. **SIGNATURES OF THE PARTIES**

The contents and spirit of this Agreement are endorsed and supported by the Employees and management of the Company.

EXECUTED AS AN AGREEMENT

Executed by **Rich River Asphalt Pty Ltd (ACN 602 586 621)** by being signed by those persons who are authorised to sign for the company in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Rich River Asphalt Pty Ltd Director:

Full Name: (please print) GREGORY W MCGILK
Company Position: DIRECTOR
Usual Address: 11 DESPATCH ST ECHUCA 3564
Signature: [Handwritten Signature]
Date: 6/11/2024

Rich River Asphalt Pty Ltd Authorised Person:

Full Name: (please print) GREG WHITEHEAD
Company Position: RICH RIVER ASPHALT SYSTEMS MANAGER
Usual Address: 11 DESPATCH STREET, ECHUCA, VIC, 3564
Signature: [Handwritten Signature]
Date: 6/11/2024

Signed by a representative of the employees covered by this Agreement

Full Name: (please print) AARON PRENETI
Company Position: PLANT OPERATOR
Usual Address: 11 DISPATCH ST ECHUCA VIC 3564
Signature: [Handwritten Signature]
Date: 6/11/2024

ANNEXURE A

RICH RIVER ASPHALT – WEEKLY HIRE, FULL TIME AND PART TIME PAY RATES 2024

Level	Position	YEAR	Hourly Rate of Pay	Overtime – Mon to Fri first 2 hours (x 1.5)	Overtime – Mon to Fri thereafter (x 2)	Overtime – Saturday first 2 hours (x 1.5)	Overtime – Saturday after 2 hours (x 2)	Sunday (x 2)	Public Holiday (x 2.5)
1	New entrant to the industry, completes employer induction, labourer	1 July 2022	\$23.49	\$35.24	\$46.99	\$35.24	\$46.99	\$46.99	\$58.73
	1 July 2023 Increase 5.75% >	1 July 2023	\$24.84	\$37.27	\$49.69	\$37.27	\$49.69	\$49.69	\$62.11
2	On the job training for 3 to 6 months. No longer than 6 months on this level	1 July 2022	\$25.64	\$38.46	\$51.27	\$38.46	\$51.27	\$51.27	\$64.09
	1 July 2023 Increase 5.75% >	1 July 2023	\$27.11	\$40.67	\$54.22	\$40.67	\$54.22	\$54.22	\$67.78
3	Passed Level 2 training or greater than 6 months external industry training	1 July 2022	\$27.82	\$41.74	\$55.65	\$41.74	\$55.65	\$55.65	\$69.56
	1 July 2023 Increase 5.75% >	1 July 2023	\$29.42	\$44.14	\$58.85	\$44.14	\$58.85	\$58.85	\$73.56

Level	Position	YEAR	Hourly Rate of Pay	Overtime – Mon to Fri first 2 hours (x 1.5)	Overtime – Mon to Fri thereafter (x 2)	Overtime – Saturday first 2 hours (x 1.5)	Overtime – Saturday after 2 hours (x 2)	Sunday (x 2)	Public Holiday (x 2.5)
4	Passed Level 3 and has 3 or more documented competencies requiring minimum supervision	1 July 2022	\$30.00	\$45.00	\$60.00	\$45.00	\$60.00	\$60.00	\$75.00
	1 July 2023 Increase 5.75% >	1 July 2023	\$31.72	\$47.59	\$63.45	\$47.59	\$63.45	\$63.45	\$79.31
5	Multi-skilled employee competent to perform all duties required in the work team	1 July 2022	\$32.73	\$49.09	\$65.46	\$49.09	\$65.46	\$65.46	\$81.82
	1 July 2023 Increase 5.75% >	1 July 2023	\$34.61	\$51.92	\$69.22	\$51.92	\$69.22	\$69.22	\$86.53
6	Multi-skilled employee with greater than 2 year's experience at Level 5	1 July 2022	\$35.46	\$53.19	\$70.92	\$53.19	\$70.92	\$70.92	\$88.65
	1 July 2023 Increase 5.75% >	1 July 2023	\$37.50	\$56.25	\$75.00	\$56.25	\$75.00	\$75.00	\$93.75
7	Multi-skilled employee, generally in a supervisory role or as appointed by the Company Manager	1 July 2022	\$37.64	\$56.45	\$75.27	\$56.45	\$75.27	\$75.27	\$94.09

Level	Position	YEAR	Hourly Rate of Pay	Overtime – Mon to Fri first 2 hours (x 1.5)	Overtime – Mon to Fri thereafter (x 2)	Overtime – Saturday first 2 hours (x 1.5)	Overtime – Saturday after 2 hours (x 2)	Sunday (x 2)	Public Holiday (x 2.5)
	1 July 2023 Increase 5.75% >	1 July 2023	\$39.80	\$59.70	\$79.60	\$59.70	\$79.60	\$79.60	\$99.50

Note: Allowances (marked*) have been added to the rates in the above table

Allowances	Rate
Travel Time Allowance	Payment at the base hourly rate for times spent travelling.
Living Away Allowance – 1 July 2022	\$90.00 per night
*Inclement Weather Allowance (already included in the rate tables above)	\$0.88 per hour
*Industry Allowance (already included in the rate tables above)	\$1.86 per hour
Night Work – 1 July 2023	\$84.00 per shift

ANNEXURE B

Level 1: New entrant to the company and industry undergoing company inductions, assessment and training. No employee shall remain at the level 1 for more than 1 month.

Level 2: Level 2 is an employee who has completed the employer's induction and is undertaking up to 3 months on-the-job training and is not undertaking a traineeship. No employee shall remain at the level 2 for more than 6 months.

(a) Labourer/Shovel Hand

(b) General Hand

(c) Trainee Plant Operator

Level 3: Level 3 Employees are those who have completed over 3 months on-the-job training or have more than 6 months external industry training and are capable of working productively under routine supervision; but is not yet a fully productive member of a spray or paving crew.

(a) Traffic Controller level 1 and 2

(b) Trainee Laboratory Technician

(c) Spotter / Tipman

(d) Front End Loader Operator

(e) General Hand / Rake Hand

(f) Trainee Roller Driver

(g) Truck Driver (MR)

(h) Truck Driver (HR)

Level 4: Level 4 employees are competent to carry out 2 or more tasks in level 3 and one or more of the following tasks. In asphalt production plants this will mean an employee who is deemed competent to operate the plant with a minimum of supervision:

(a) Steel wheel Asphalt roller

(b) Front End Loader Operator

(c) Multi Tyre Roller Operator

- (d) Plant Operator
- (e) Crew Truck Driver (MR Licence)
- (f) Asphalt Paver Level Hand
- (g) Tractor Broom Operator
- (h) Tack Coat Driver
- (i) Asphalt Plant Operator
- (j) Competent Laboratory Technician
- (k) Tipper Driver (MR Licence)
- (l) Bitumen Sprayer Offsider (Handheld Lance)
- (m) Tow Broom
- (n) Fitter
- (o) Traffic Controller Level 3 and 4
- (p) Skid Steer Operator
- (q) Asphalt Rake Hand
- (r) Multi Skilled Construction Worker
- (s) Electrical Spotter
- (t) Penciller
- (u) HC Driver (Truck and Trailer and Float Driver)

Level 5; Level 5 employees are multi-skilled and have been assessed by the employer to be competent to perform all of the duties required within the work team. Typically, they can perform at least 3 or more of the duties in level 4 and at least one of the following:

- (a) Cockerel Box Operator
- (b) Asphalt Paver Driver
- (c) Profiler Operator

- (d) Suction Broom Driver / Street Sweeper
- (e) Laser Level / GPS Operator
- (f) Skid Steer Operator competent with all attachments
- (g) Dangerous Goods licence / HR Licence
- (h) Bulk Kerosene Driver
- (i) Assistant Team Leader / Field Clerk
- (j) HC Driver (Truck and trailer and Heavy Float)
- (k) Bitumen Tanker Driver

Level 6; Level 6 employees are competent in one or more of the following tasks:

- (a) Team Leader
- (b) NATA Accredited Laboratory Signatory
- (c) Asphalt Plant Operator including Maintenance of Plant
- (d) Fully Qualified Fitter
- (e) Float Truck driver (HC Licence)
- (f) Bitumen Tanker Driver
- (g) Bitumen Spray Truck Driver

Level 7; Level 7 employees will be competent in all facets of the operation and will hold supervisory skills. Typically, level 7 employees have been appointed by the company manager.

- (a) Bitumen Spray Truck Driver
- (b) Supervising Foreman
- (c) Specific defined Specialist