

RPC

Pipe Systems

RPC PIPE SYSTEMS PTY LTD
ENTERPRISE AGREEMENT

2024

ABN: 25 150 977 478

Title

This Agreement shall be known as the RPC Pipe Systems Pty Ltd Enterprise Agreement 2024.

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PART 1: AGREEMENT ADMINISTRATION

1.1 PARTIES BOUND

This Agreement shall be binding: BETWEEN

- 1.1.1 RPC Pipe Systems Pty Ltd (ABN: 25150977478) ("**Company**"/"**Employer**"); and
- 1.1.2 Employees who are engaged by RPC Pipe Systems Pty Ltd and who are employed in the classifications prescribed in clause 4.1.3 of this Agreement ("**Employees**"); and
- 1.1.3 Australian Manufacturing Workers Union ("**AMWU**").

1.2 PERIOD OF AGREEMENT

- 1.2.1 This Agreement will commence operation 7 days after it is approved by the FWC and will have a nominal expiry date of 4 years from date of approval.
- 1.2.2 This Agreement may be terminated after its nominal expiry date when all parties and the majority of Employees covered by this Agreement consent to its termination. The parties do not intend to terminate this Agreement in a manner other than set out in this clause. In the event that this Agreement is terminated, the parties intend to continue to observe the terms and conditions of this Agreement, including the minimum entitlements of Employees, until such time as new workplace arrangements come into operation.
- 1.2.3 The parties agree to commence negotiations of a new enterprise Agreement no later than three (3) months prior to the nominal expiry date of this Agreement, unless otherwise agreed.
- 1.2.4 Employees are required to comply with Company policies and procedures, as amended from time to time at the discretion of the Company. The Company's policies and procedures are not incorporated into and do not form part of this Agreement, nor part of an Employee's contract of employment so as to allow any legal or other proceedings to be taken by or on behalf of an Employee against the Company for any alleged breach or enforcement of any part of such policies. The Company will have the right to introduce necessary new policies, procedures, instructions and directions and to vary existing ones during this Agreement.

1.3 RELATIONSHIP WITH OTHER AWARDS AND AGREEMENTS

- 1.3.1 This Agreement incorporates the terms of the Manufacturing and Associated Industries and Occupations Award 2020 ("**Award**"), as varied from time to time.
- 1.3.2 Where there is any inconsistency between a term in this Agreement and a term in the Award referred to in 1.3.1 which has been incorporated; the term in this Agreement shall take precedence to the extent of the inconsistency.
- 1.3.3 The terms in this Agreement of shift patterns and notice of change will take precedence over the Award.
- 1.3.4 The delegates rights term in the Award is incorporated as a term of this Agreement.

1.4 NO EXTRA CLAIMS

It is a term of this Agreement that the parties will not pursue any extra claims for the duration of this Agreement. This commitment includes claims in relation to all terms and conditions of employment whether or not they are dealt with in this Agreement.

Up to the nominal expiry date of this Agreement, the parties will not engage in protected action under the Fair Work Act 2009.

1.5 VALIDITY OF THIS AGREEMENT

If for any reason a clause in this Agreement is found to be invalid, that finding will not affect the validity and operation of the remaining clauses in this Agreement.

1.6 NATIONAL EMPLOYMENT STANDARDS (NES)

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (“NES”) provided that where there is any 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.

1.7 INDIVIDUAL FLEXIBILITY TERM

1.7.1 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:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Company and the Employee.

1.7.2 The Company must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

1.7.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and the Employee; and
- (c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

1.7.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.7.5 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.

PART 2: EMPLOYER AND EMPLOYEE OBLIGATIONS

2.1 PERFORMANCE OF WORK AND OTHER ISSUES

2.1.1 Employees will do all work directed by the Company, which is within their skill and competence, as determined by their classification level, and will carry out their work at such places as they are directed and required by the Company under the Agreement.

As needed for production requirements, coordinators may require short term transfer of personnel between sections, dependent on skills, continuing to create a flexible work environment which will enable all personnel to work to the limits of their skills and capabilities.

2.1.2 Employees will comply with all reasonable and lawful instructions.

2.1.3 In performing their duties Employees will be responsible and report to Production Management or a nominated delegate.

2.1.4 During their employment with the Company, Employees will constantly seek improvement in services to our clients, safety and welfare, quality and efficiency.

2.1.5 During their employment with the Company, Employees must use their best endeavours to excel in Company/ Employee relations, safety and welfare, quality, productivity, flexibility, communication and timeliness, promote the success, interests and reputation of the Company.

2.1.6 Employees must at all times whilst on duty comply with the Company's instructions, orders or procedures issued from time to time.

2.2 PRODUCTIVITY AND QUALITY

2.2.1 Objectives

It is a prerequisite for the Company's successful operations that the following objectives are achieved and that all parties associated with this Agreement commit themselves to excel in Company/ Employee relations, safety and welfare, quality, productivity, flexibility, communication and timeliness.

This will be achieved by:

- Enhancing productivity and efficiencies within the workplace.
- Continuing to create a flexible work environment which will enable all personnel to work to the limits of their skills and capabilities.
- Ongoing communication and consultation with all personnel being encouraged to participate in matters that have a constructive impact on their overall working environment.
- Constantly seeking improvement in services to our clients, safety and welfare, quality and efficiency.

2.2.2 Productivity and Quality

The Company and its Employees are committed to the continuous improvement of its operations to ensure that at all times it meets and exceeds the expectations of its customers. The objective of this Agreement is to facilitate the continuation in the development of the Company's culture of excellence in customer service and continuous improvement in products, services and work practices.

The Company acknowledges the positive contribution each Employee both individually and as part of a team has made and will continue to make to increasing personal and

Company productivity.

To this end the parties undertake to positively support the continued development of the Company's continuous improvement program.

The Company and its Employees are committed to the continuous improvement of its operations.

2.3 SAFETY

Employer and Employee Responsibilities

2.3.1 Employees must exercise reasonable care and diligence in the performance of their duties under this Agreement and comply with all our reasonable instructions to protect their own health and safety and that of others.

2.3.2 The Company will provide Employees with any necessary protective and safety clothing or equipment that the Company deems necessary to perform duties in a safe manner. Employees must use protective and safety clothing and equipment in accordance with Company instructions and consistent with their obligations.

Any protective clothing and equipment provided to the Employee by the Company must be used as prescribed by the Company, as a condition of the Employee's employment.

It is a requirement that all Employees use and care for any equipment provided by the Company for health and safety purposes. This includes, but is not limited to, personal protective equipment such as respiratory protection, safety glasses, hearing protection, and industrial clothing.

2.3.3 One set of steel capped safety boots from a base selection which will comply with Australian Standards will be issued to each Employee per annum on production of satisfactory evidence that the boots issued previously are no longer serviceable.

For any boots selected outside this range a tax invoice must be submitted to the Company detailing the Employee's name, the date of purchase, details of the vendor, and a description of the purchase, and the purchase price. Upon receipt and validation, and where an approved reimbursement claim form is provided, the Company will reimburse the Employee up to a maximum value of \$200.00, with this amount to be indexed annually from 15 June in accordance with the weighted national average CPI (all groups) until the nominal expiry of this Agreement.

Where the Employee does not request or require subsequent issues of safety boots in any given completed year of service, then such entitlement shall expire and shall not be cumulative.

2.3.4 Prescription Safety Glasses

The Company shall contribute to the purchase of prescription safety glasses for Employee(s) with more than one (1) year of continuous service who requires prescription safety glasses due to a visual impairment.

The Company shall contribute a maximum amount of \$350 for the initial purchase of prescription safety glasses. The Company shall contribute a further \$350 for each additional completed year of service in cases where the Employee's eyesight prescription changes and a new pair of prescription safety glasses are subsequently required, or where a replacement pair is required due to damage incurred as part of the normal wear and tear of performing the Employee's work duties. This amount is to be indexed annually from 15 June in accordance with the weighted national average CPI (all groups) until the nominal expiry of this Agreement.

The Company shall not contribute to a replacement pair of prescription safety glasses in cases where the glasses have been damaged or lost as a result of negligence.

A tax invoice must be submitted to the Company detailing the Employee's name, the date of purchase, details of the vendor, and a description of the purchase (including a change in prescription where relevant), and the purchase price.

Upon receipt and validation, and where an approved reimbursement claim form is provided, the Company will reimburse the Employee the amount of the prescription safety glasses, up to a maximum value of \$350 (or the indexed amount).

Where the Employee does not request or require subsequent issues of prescription safety glasses in any given completed year of service, then such entitlement shall expire and shall not be cumulative.

Where an Employee has less than one (1) year of continuous service with the Company and so would ordinarily not be entitled to receive any amount for prescription safety glasses under this subclause, but receives an amount in contribution toward the purchase of prescription safety glasses as a matter of health and safety, the Employee will be required to reimburse the Employer for that amount, where that Employee resigns within their first one (1) year of continuous service.

- 2.3.5 Employees must advise the Employer of any medication (prescribed or otherwise) which Employees are taking while at their place of work and which may in any way affect the performance of their duties.
- 2.3.6 Health checks, which will include spirometry and hearing tests, will be administered in accordance with the current legislation.

2.4 TRAINING

- 2.4.1 All training and development will be based on the skill requirements of the Company and will reflect the standards required for competent performance within an Employee's career path. The Employee agrees to cooperate and assist in the transfer of skills to other workers.
- 2.4.2 The Company can require Employees to undertake any training deemed by the Company to be essential to the efficient and productive performance of their duties. Such training will be relevant to the industry of the Company and the cost of such required training shall be borne by the Company.
- 2.4.2 Where an Employee undertakes training to obtain a licence or ticket that is an essential requirement of their position, or where the Company and the Employee otherwise agree for the Employee to undertake training at the Employer's expense, the Employee will be required to reimburse the Company for a proportion of the cost of the agreed training upon their resignation, as follows:
 - (a) for agreed training undertaken within 0-6 months of the resignation, the Employee will reimburse the Company for 75% of the cost of the training;
 - (b) for agreed training undertaken within 6-12 months of the resignation, the Employee will reimburse the Company for 50% of the cost of the training;
 - (c) for agreed training undertaken within 12-24 months of the resignation, the Employee will reimburse the Company for 25% of the cost of the training,

provided that this subclause will only apply where the Employee's employment is terminated by the Employee, and not by the Employer or in the case of redundancy.
- 2.4.3 While the undertaking of training will not necessarily automatically result in the upgrading of an Employee's classification, it shall be viewed favorably towards a higher classification and pay rate,
- 2.4.4 Required training licenses will be undertaken as the Company need arises and will be paid at the appropriate level as per the levels matrix. The skills matrix will be regularly reviewed in consultation with Employees.
- 2.4.5 All training provided shall be in accordance with Company policy.

- 2.4.6 All training and travel time outside of the Employee's ordinary rostered hours shall be paid for at their ordinary base rate of pay.

An Employee who on any day is required to attend training away from their accustomed workplace shall at the direction of the Employer present themselves for training at the required starting time; but for all time reasonably spent in reaching and returning from such required training (in excess of the time normally spent in travelling from their home to such workplace and returning) shall be included in their training time and paid as such.

A Company vehicle will be used for transport to and from the required training course, unless otherwise arranged.

- 2.4.7 Where possible training will be nationally accredited.

2.5 FITNESS FOR WORK

- 2.5.1 Employees must present themselves for work on all occasions ready, willing and able to perform the normal work in a manner that will be safe for Employees and those working with them.
- 2.5.2 The Company may require Employees to undertake a personal impairment test arranged by the Company, if the Company has reason to believe that Employees are under the influence of drugs and/or alcohol while Employees are on duty.
- 2.5.3 If Employees are found to be under the influence of non-prescribed drugs or alcohol while at work Employees will face disciplinary action described as per Company Policy as varied from time to time, up to and including summary dismissal.
- 2.5.4 Any full time/part time Employee must gain written permission from Management if they wish to work a second job, which permission will not be unreasonably refused, whilst still primarily employed by the Company.
- 2.5.5 An Employee is required to notify the coordinator or manager as soon as is reasonably practical before the time the Employee is required to commence ordinary working hours of the Employee's inability to work for any reason and the estimated duration of the absence.
- 2.5.6 Random drug and alcohol testing shall be carried out on all Company sites. All Employees must make themselves available for any random testing.

2.6 CONFIDENTIALITY, INTELLECTUAL PROPERTY AND CONFLICT OF INTEREST

For the purpose of this clause, Intellectual Property includes all inventions, copyright, patent rights, trademarks or processes generated by an Employee during the course of their employment with the Company.

- 2.6.1 Unless otherwise agreed by the Company through written consent, the Employee agrees that the right, title and interest (including but not limited to existing and future copyright and moral rights) in any confidential information or any other intellectual property to which the Employee makes a contribution, or creates individually, during the course of his or her employment will belong to the Company.
- 2.6.2 The Employee shall not reveal to any person(s) or organisation(s) any intellectual property, including trade secrets, confidential technologies and/or processes, and any Company financial information that may come to their knowledge resulting from their employment with the Company other than as required in the normal course of their employment.
- 2.6.3 During the Employee's employment with the Company, the Employee must not engage, directly or indirectly, in any employment or business that is similar to or competitive with the business of the Company, without the prior written consent of the

Company.

- 2.6.4 During the Employee's employment with the Company, the Employee must not engage, directly or indirectly, in any employment or business that could impair the Employee's ability to act in the best interests of the Company, without the prior written consent of the Company.
- 2.6.5 The Employee's obligations under sub-clause 2.6.1 and 2.6.2 of this section will continue, notwithstanding the expiry or termination of their employment.
- 2.6.6 This clause does not limit Employees' rights to disclose information about this Agreement.

2.7 DISPUTE RESOLUTION

- 2.7.1 If a dispute relates to:
- (a) a matter arising under this Agreement; or
 - (b) the National Employment Standards,
- this term sets out procedures to settle the dispute.
- 2.7.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 2.7.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 2.7.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 2.7.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission 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 Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission 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.

- 2.7.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the Employee to perform; or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 2.7.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

2.8

CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

2.8.1 This term applies if the Company:

- (a) 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
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

2.8.2 For a major change referred to in paragraph (2.8.1) (a):

- (a) the Company must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses (2.8.3) to (2.8.9) apply.

2.8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

2.8.4 If:

- (a) a relevant Employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Company of the identity of the representative. the Employer must recognise the representative.

2.8.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

2.8.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.

2.8.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

2.8.8 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 Employer, the requirements set out in paragraph (2.8.2)(a) and subclauses (2.8.3) and (2.8.5) are taken not to apply.

2.8.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or

- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 2.8.10 For a change referred to in paragraph (2.8.1)(b):
- (a) the Company must notify the relevant Employees of the proposed change; and
 - (b) subclauses (2.8.11) to (2.8.15) apply.
- 2.8.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 2.8.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Company of the identity of the representative. the Employer must recognise the representative.
- 2.8.13 As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant Employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and
 - (c) 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).
- 2.8.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 2.8.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 2.8.16 In this term: ***relevant Employees*** mean the Employees who may be affected by a change referred to in subclause (1).

PART 3: BASIS OF EMPLOYMENT

3.1 Categories of Employment

Contract of Employment

3.1.1 Full-time Employment

Except as provided in sub-clause 3.1.2, 3.1.3 and 3.1.4 of this Agreement, employment will be by the week. Such Employees will be considered full-time Employees and work an average of 38 ordinary hours per week.

3.1.2 Part-time Employment

The company, at its discretion, may engage Employees to work on a part-time basis involving hours which shall average less than 38 hours per week. The terms of this Agreement shall apply pro rata to part-time Employees on the basis that ordinary weekly hours for full-time Employees are 38 hours.

The terms of this Agreement shall apply pro-rata to part-time Employees.

3.1.3 Casual Employment

A casual Employee is an Employee who has no firm advance commitment to continuing and indefinite work and who is entitled to be paid a casual loading under the terms of this Agreement.

A casual employee is not employed on a permanent basis and is not entitled to any guaranteed hours of work.

A casual Employee for working ordinary time shall be paid the base rate of hourly pay applicable to the relevant Classification contained in this Agreement, plus a casual loading of 25 percent. The casual loading constitutes part of the Employee's all-purpose rate, and compensates the Employee for the loss of paid leave (other than long service leave and family and domestic violence leave), payment for public holidays not worked, notice of termination and redundancy pay.

On each occasion a casual Employee is required to attend work, the Employee shall be paid for a minimum of four consecutive hours' work. By mutual agreement at the request of the Employee, the minimum engagement period may be reduced to no less than three consecutive hours.

Casual Employees are entitled to casual conversion in accordance with the NES.

The Company maintains its commitment to a high level of fulltime employment and to limit wherever practicable engagement on a short term or casual basis.

The Company is committed to its full-time Employees, where possible. The casual employment concept is intended to cover the peaks and troughs of future workloads.

3.1.4 Fixed Term Employees

Fixed term Employees will be hired for a likely period or for the duration of a specific contract requirement on an as needs basis at the discretion of the Company and subject to law. They will be informed that their employment is for a likely term or project basis.

An Employee so engaged shall be advised on engagement, and in writing, of the specific duration of his/her employment, and may be terminated at the expiry of that period without additional notice being required.

Fixed term Employees engaged on the basis of an ordinary 38-hour week shall be entitled to the same provisions as that of a full-time Employee, with the exception of the provisions referred to in clause 6.1 and clause 6.2.

Where a fixed term Employee is employed on the basis of less than 38 hours per week, leave entitlements shall accumulate on a pro-rata basis.

Nothing in this sub-clause shall affect the right of the Company to dismiss a fixed term Employee without notice for serious misconduct, and in such cases, wages shall be paid up to the time of dismissal only.

3.1.5 Probationary Period

All new Employees other than casuals will be employed on a probationary basis for the first three (3) calendar months of employment, from the date on which they are employed.

Based on any ongoing deficiencies in performance, this may be extended to up to six (6) months. Extending the probationary period based on ongoing deficiencies in performance shall be at the discretion of the Company.

3.1.6 Absences

With the exception of absences authorised by the Company or approved leave, the Company is under no obligation to pay for any hour(s) not worked by an Employee. Employees do not accrue leave whilst on unpaid leave.

3.1.7 **Abandonment**

The absence of an Employee from work for a continuous period exceeding three (3) working days without the consent of the Employer and without notification to the Employer shall be prima facie evidence that the Employee has abandoned their employment.

If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of their Employer that they were absent for reasonable cause, the Employee is deemed to have abandoned their employment.

Termination of employment by abandonment in accordance with clause 3.1.7
Abandonment of employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Employer, whichever is the later.

Clause 6.1 Notice of Termination shall apply when providing notice for the purpose of abandonment of employment.

PART 4: GENERAL CONDITIONS OF EMPLOYMENT

4.1 RATE OF PAY AND ALLOWANCES

4.1.1 The classification structure and definitions will apply to Employees covered by this Agreement, except where otherwise specified.

4.1.2 All Inclusive Rate

Unless otherwise stated in this Agreement, the rate of pay is an all-inclusive rate whereby the rate of pay includes compensation for all allowances (Excluding first aid and Meal allowance).

4.1.3 Classifications & Rates

Upon commencement of this Agreement, all Employees shall receive a 5% increase on the ordinary time base pay from the first full pay period after 15 June 2024 (back-paid accordingly upon the first pay period after commencement of this Agreement) as follows:

Classification	Current Rate	From 15 June 2024 (+5%)
Level 1	\$23.57	\$24.75
Level 2	\$24.18	\$25.39
Level 3	\$25.47	\$26.74
Level 4	\$26.79	\$28.13
Level 5	\$28.96	\$30.41
Level 6	\$32.20	\$33.81
Team Leader	\$35.03	\$36.78
Fabricator/TSO	\$36.50	\$38.33
Electrical / Mechanical Fitter	\$40.79	\$42.83
Senior Electrical / Mechanical Fitter	\$44.63	\$46.86

4.1.4 Future Increases

The ordinary time base pay will increase annually as follows:

From 15 June 2025 3%
 From 15 June 2026 3%
 From 15 June 2027 3%

In the event that an annual increase in the Consumer Price Index (the most recent official figures published at the first anniversary of this agreement) and the weighted national average CPI (all groups), is greater than the percentage wage increase prescribed for the respective year, the minimum hourly rate (above) will be increased by the same percentage as CPI.

4.1.5 Meal Allowance

An Employee required to work overtime for more than one and half hours without being notified on the previous day or earlier that he/she will be so required to work shall either be supplied with a meal by the Company or paid a Meal Allowance at the rate prescribed by the Award, currently **\$17.92**, for the first meal and each subsequent meal.

Unless the Company advises an Employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the Company shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he/she shall be paid as above prescribed for meals which he/she has provided but which are surplus.

4.1.6 **First-Aid Allowance**

An Employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance (S.A. District) Incorporated or similar body shall be paid a weekly First Aid Allowance at the rate prescribed by the Award, currently **\$20.54**, if he or she is appointed by the Employer to perform first-aid duty.

4.1.7 **Training and Meeting Attendance**

All training and meeting attendance outside of the Employee's ordinary rostered hours shall be paid for at their basic rate of pay.

4.2 **PAYMENT OF WAGES**

Employees will be paid weekly in arrears for each week worked by electronic funds transfer into an Australian Financial Institution account nominated by the Employee.

4.3 **ORDINARY HOURS OF WORK**

4.3.1 Ordinary hours for Full Time Employees will average 38 hours per week within a work cycle of 28 days and except in the case of shift Employees (reference clause 4.11), are to be worked Monday to Friday between 6:00am and 6:00pm as required by the Company.

4.3.2 Ordinary hours may be worked up to 10 hours per day.

4.3.3 The Company will determine the actual method of working ordinary hours which best suits the operational requirements.

4.3.4 The Company will advise Employees of their ordinary starting and finishing times at the commencement of employment, which may include a requirement to work reasonable overtime.

4.3.5 Subject to operational needs the Company may vary an Employee's days of work or start and finish time to meet the needs of the business in accordance with the rostering provisions of this Agreement

4.4 **REST/CRIB BREAKS**

Employees shall be entitled to the following:

Monday to Friday:

- a) 1 (one) rest period of 15 minutes each day, without deduction of pay.
- b) a further 30-minute unpaid meal break per day between the fourth and sixth hours from the Employee's time of commencement; and

- c) where an Employee is required to work overtime immediately after the completion of ordinary hours and the overtime is to be more than one and a half hours, such Employee shall be allowed a further crib break of 20 minutes which shall be paid for at ordinary base rates.

Saturday to Sunday:

(one) 1 rest break of 10 minutes without deduction of pay, when the work performed on either Saturday or Sunday consists of no less than three (3) hours; and a further 20 minute crib break per day between the fourth and sixth hours from the Employee's time of commencement, paid at ordinary base time rates.

To allow for continuity of work, breaks may be staggered.

4.5 ROSTERED DAYS OFF

- 4.5.1 Except where ordinary hours are longer than eight per day as provided for in this Agreement, 7.6 hours of each day, Monday to Friday, will be ordinary time and 0.4 hours, also at ordinary time, will accrue as an entitlement for Rostered Days Off ("RDOs").
- 4.5.2 Upon termination, any accrued RDOs will be paid to the Employee at ordinary rates.
- 4.5.3 Employees may accrue up to a maximum of 38hrs of RDO, where at such a time the RDO must either be taken, or cashed, subject to agreement between the Employee and the Company. In the event that no agreement is reached the Company may pay out any portion up to the entire accrual of RDOs.
- 4.5.4 It is agreed that Employees will take RDO's on an agreed day, not as a scheduled shut down of the plant, unless required by the Company.
- 4.5.5 RDO will not accrue on any unpaid or paid leave taken, including, but not limited to, public holidays occurring during employment, and where an employee fails to finish their normal shift whether voluntarily or involuntarily. RDO shall only accrue on actual days worked and where an Employee has completed their ordinary time rostered shift.
- 4.5.6 Employees may request additional RDO hours to be accrued in lieu of overtime worked. Such time shall be at ordinary time rates and any penalty rates which would otherwise have applied are deemed forfeited (i.e. one hour of RDO per hour worked).
- 4.5.7 All requests to take RDOs must be approved in advance by the relevant Coordinator and will be subject to the Company's operational requirements.
- 4.5.8 The Company may at its discretion direct Employees to take accrued RDO hours with one weeks' notice.

4.6 REQUIREMENT TO WORK OVERTIME

- 4.6.1 The Company may require an Employee to work reasonable overtime in addition to scheduled hours and the Employee will work reasonable overtime in accordance with such requirements.
- 4.6.2 The assignment of overtime by the Company to an Employee will be based on specific work requirements and the practice of "one in, all in" overtime will not apply.
- 4.6.3 Overtime shall be offered to Employees at the discretion of the Company.

4.7 PAYMENT OF OVERTIME

- 4.7.1 Subject to the provisions of this sub-clause and unless expressly stated otherwise elsewhere in this Agreement, all work performed outside of the ordinary hours of any day, Monday to Friday inclusive, will be paid for at the rate of time and one half for the first three (3) hours and double time thereafter (calculated on the ordinary base rates of pay specified in clause 4.1). Casual Employees will be entitled to the appropriate penalty rates plus their 25% casual loading.
- 4.7.2 Work performed on Saturdays prior to 12:00 noon will be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 4.7.3 Work performed on Saturdays after 12:00 noon or on Sundays will be paid for at the rate of double time.
- 4.7.4 An Employee who works overtime on a Saturday or Sunday will be paid for at least four (4) hours at the appropriate overtime rate. This shall not apply where an Employee elects to leave before the completion of his/her shift. In such a case, the Employee will be paid for the time worked only.
- 4.7.5 In computing overtime for Employees other than shift workers, each day will stand alone, but when an Employee works overtime which continues beyond midnight on any day, the time worked after midnight will be deemed to be part of the previous day's work for the purpose of this sub-clause.
- 4.7.6 The extra rates prescribed in this clause are in substitution for and not cumulative upon the shift work allowances prescribed by sub-clause 4.14.
- 4.7.7 Penalty rates defined in sub-clause 4.7.3 to sub-clause 4.7.7 inclusive shall not apply to shift workers where the standard working week is amended for continuous shift workers, so that the spread of the ordinary working hours includes work on Saturday and/or Sunday. In which case, shift allowances shall apply in lieu of these provisions as prescribed in sub-clause 4.14.
- 4.7.8 All overtime performed by a Continuous Shiftworker (as defined in subclause 4.13) shall be paid for at the rate of double time.

4.8 TIME OFF IN LIEU OF OVERTIME

- 4.8.1 By agreement between the Employee and Employer, overtime otherwise payable as prescribed in clause 4.7 may be taken as time off in lieu of payment ("TOIL") at a mutually agreeable time. For each overtime hour, an Employee may take the same amount of hours as time off in lieu (TOIL), which is referred to as 'time for time'.
- 4.8.2 An Employer cannot exert undue influence or undue pressure on an Employee to take TOIL instead of overtime pay.
- 4.8.3 The TOIL must be taken within 26 weeks of overtime being worked, or an agreement reached between the two parties.
- 4.8.4 If the TOIL cannot be decided upon or taken within the 26 weeks, the overtime remuneration must be paid in the next pay cycle.
- 4.8.5 A minimum of 1 hour per day must be worked to be accrued as TOIL
- 4.8.6 Any TOIL balance unused at termination will be paid with the termination pay.
- 4.8.7 If requested by the Employee at any time, the Employer must pay the Employee for any unused entitlement to take time off in lieu of payment for overtime which the Employee has not yet used. Payment must be made at the overtime rate applying to the overtime worked and must be made in the next pay period following the request for payment

4.9 **RECALLS**

4.9.1 An Employee recalled to work overtime after completing their rostered shift and leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rates.

4.9.2 The Company may require the recalled Employee to carry out additional duties beyond the initial reason for the recall.

4.9.3 This provision shall not apply:

- (a) in cases where it is customary for an Employee to return to the Company's premises to perform a specific job outside his/her ordinary working hours; or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time; or
- (c) where the Employee does not complete their assigned task or tasks, in which case the Employee will be paid for the time worked only,

4.10 **TEN HOUR BREAK**

4.10.1 When additional overtime work is necessary, it will, wherever reasonably practicable, be so arranged that an Employee has at least ten (10) consecutive hours off duty between the work of successive days.

4.10.2 An Employee who is required to work so much additional overtime between the completion of the ordinary hours worked on one day and the commencement of the ordinary hours on the next day, so that the Employee has not had at least ten (10) consecutive hours off duty between those times, will, subject to this sub-clause, be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.10.3 If, on the direction of the Company and in exceptional circumstances, an Employee resumes or continues work without having had ten (10) consecutive hours off duty, the Employee will be paid at double time until the Employee is released from duty for such period and the Employee will then be entitled to be absent until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

4.10.4 Where an Employee is called in to work on a Sunday or holiday prescribed under this Agreement preceding an ordinary working day, the Employee will, wherever reasonably practicable, be given ten (10) consecutive hours off duty before the usual starting time on the next day. If this is not practicable, then the provisions of sub-clauses 4.10.2 and 4.10.3 of this Agreement will apply.

4.10.5 The provisions of this sub-clause will apply in the case of shift Employees as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where another shift Employee does not report for duty.

4.11 **ORDINARY HOURS OF WORK - SHIFT WORK**

Shift work may be required to be worked, subject to agreement between the Company and the Employee or the majority of Employees concerned.

The Company shall give at least 5 days' notice to affected Employees, of an

intention to introduce shift work.

The notice will include advice of the intended starting and finishing times of the respective shifts. However, less than 5 days' notice may be given in the event of safety or emergency requirements or if agreed upon by both the Employer and Employee or the majority of Employees.

If no agreement is reached, then five (5) days' notice of the rostered shift may be given by the Company.

Where there is no longer a requirement for shift work to be performed by an Employee(s), the Employee(s) may be transferred to day work where suitable, at the discretion of the Company.

The Company must give at least 5 days' notice to the affected Employee(s), of an intention to convert from shift work to day work.

4.12 4-DAY WEEK ROSTER - SHIFT HANDOVER

Application

Clause 4.12 applies to permanent Employees who work on a 4-day week roster only.

Shift handover

Employees are required to attend for work 6 minutes before their rostered shift start time to receive a handover from the previous shift, or to stay back at work 6 minutes after their rostered shift end time to provide a handover to the next shift (but not both), as directed. This 6-minute handover before or after a shift, as the case may be, will be unpaid, and will not incur overtime or penalty rates of any kind.

Paid days off in recognition of shift handover time

Instead of payment for overtime, shift handover time will be compensated for by the following entitlements:

- (a) one paid Health and Wellbeing Day (paid at 9.5 ordinary hours), accredited on 1 January each year for existing Employees, or on the date of commencement of employment for new Employees. The Health and Wellbeing Day is to be taken in a single day block on a date to be agreed with the Company in writing; and
- (b) one paid Birthday Day (paid at 9.5 ordinary hours) accredited on 1 January each year for existing Employees, or on the date of commencement of employment for new Employees who are yet to have a birthday in the calendar year. The Birthday Day is to be taken in a single day block on the Employee's birthday, or if the Employee's birthday falls on a day that is not a rostered working day, on the next rostered working day following or preceding the Employee's birthday, unless otherwise agreed between the Company and the Employee in writing.

The Health and Wellbeing Day and the Birthday Day are to be taken within the calendar year (i.e. before 1 January the following year), and will not accumulate or roll over from year to year if not taken. Where an Employee has an accrued but untaken Health and Wellbeing Day or Birthday Day, the entitlement will be paid out upon termination, at 9.5 ordinary hours calculated on the ordinary time base rate of pay.

4.13 SHIFT DEFINITIONS

Rostered Shift means any shifts of which the Employee has had at least 48 hours' notice.

Afternoon Shift means any shifts finishing after 6:00pm and at or before midnight; and

Night Shift means any shift finishing after midnight and at or before 8:00am

The ordinary hours for the working week for Night Shift for a 24/5 operation can be worked from 10pm on the Sunday night and paid at the ordinary rate plus shift allowance.

Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least 6 consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

4.14 **SHIFT ALLOWANCES**

Afternoon or Night Shift Allowance

An Employee who qualifies as working an afternoon shift or night shift shall receive an allowance of 15% more than the Employee's ordinary base rate of pay for all ordinary hours worked (as defined in sub-clause 4.13 during the afternoon or night shift(s)). This shall not apply to any overtime worked.

Permanent Night Shift Allowance

An Employee who:

- (a) works night shift only during a period of engagement; or
- (b) remains on night shift for a period of more than 4 consecutive weeks; or
- (c) who works on night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of their working time off night shift in each cycle,

shift shall receive an allowance of 30% more than the Employee's ordinary base rate of pay for all ordinary hours worked (as defined in sub-clause 4.13), during the night shift(s). This shall not apply to any overtime worked.

Non-Successive Shift Allowance

An Employee who works on an afternoon or night shift which does not continue:

- (a) for at least five successive afternoon or night shifts or six successive afternoon shifts in a six day operation (where no more than eight ordinary hours are worked on each shift); or
- (b) for at least 38 ordinary hours (where more than 8 ordinary hours are worked on each shift)

shall receive an allowance of 50% more than the Employee's ordinary base rate of pay for the first three hours and 100% more than the Employee's ordinary base rate of pay for the remaining hours.

Non-Rostered Shift Allowance

An Employee who works on a shift that is not a Rostered Shift (as defined in subclause 4.13) shall receive an allowance of 50% more than the Employee's ordinary base rate of pay for the first three hours and 100% more than the Employee's ordinary base rate of pay for the remaining hours if employed on non-continuous shiftwork, and an allowance of 100% more than the Employee's ordinary base rate of pay if employed on Continuous Shiftwork (as defined in subclause 4.13).

The shift allowance prescribed in this clause shall not apply when the time is worked by arrangement between the Employees themselves, for the purpose of effecting the customary rotation of shifts, or on a shift to which the Employee is transferred on short notice as an alternative to standing the Employee off in circumstances which would entitle the Employer to deduct payment in accordance with subclause 4.17.

Saturday Shift Allowance

A shiftworker who performs ordinary hours of work on a Saturday shall receive 50% more than the Employee's ordinary base rate of pay for all ordinary hours worked. The Saturday shift allowance shall apply in substitution for the shift allowances otherwise prescribed in this clause.

Sunday Shift Allowance

A continuous shiftworker on a Rostered Shift shall receive an additional 100% of the Employee's ordinary base rate of pay where the major portion of a shift falls on a Sunday.

A non-continuous shiftworker shall receive an additional 100% of the Employee's ordinary base rate of pay for all time worked on a Sunday.

Where shifts commence between 11.00 pm and midnight on a Sunday, the time so worked before midnight does not entitle the Employee to the Sunday rate for the shift. However, the time worked by an Employee on a shift commencing before midnight on the day preceding a Sunday and extending into the Sunday will be regarded as time worked on the Sunday paid in accordance with this clause.

The Sunday shift allowance shall apply in substitution for the shift allowances otherwise prescribed in this clause.

4.15 **TRAVELLING AND SITE ALLOWANCE**

An Employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of the Employer present themselves for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from home to such workshops or depot and returning) they shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

If the Employee is required to be away for 2 days or more, a Site Allowance will be paid as follows:

- (a) Where meals and accommodation are provided (including at RPC Tech Olympic Dam) –\$45.00 per day;
- (b) Where the work is located interstate– \$110 per day;
- (c) Where the work is located overseas - \$140 per day.

All accommodation and transport costs will be paid by the Employer.

If an Employee is required to be away for 2 days or more, the Employee will be paid for time spent travelling in excess of the time normally spent travelling from home to the usual place of work, as follows:

- (a) Monday to Saturday: the Employee's ordinary time base rate of pay, or the ordinary time base rate of pay for Level 6, whichever is greater; and
- (b) Sunday: the Employee's ordinary time base rate of pay plus 50%, or the ordinary time base rate of pay for Level 6 plus 50%, whichever is greater.

4.16 **SHUT DOWN**

4.16.1 Subject to production requirements and Christmas and Easter Shutdowns sub clause 4.16.4 the Company may close its worksites or reduce the number of Employees required for work so that all, or a number of Employees take accumulated leave at the same time.

Employees shall be notified by the Company of the impending shut down and will give as much notice of shutdowns as possible, with a minimum notice period of 28 days unless otherwise agreed between the Company and the majority of relevant employees.

Where possible at times the Company may ask for Employees to volunteer to take annual leave.

4.16.2 Where an Employee does not have a sufficient entitlement to, or a sufficient accumulation of Annual Leave, or Long Service Leave available to cover the

shutdown period, the Employee shall take unpaid leave.

4.16.3 The Company shall generally observe an annual shut down over the Christmas and Easter period, subject to project requirements, at which time the Company may close its worksites or reduce the number of Employees required to work. The Christmas shut down will be limited to a maximum of four (4) weeks.

4.16.4 The number of periods of shut down shall be limited to no more than three (3) per annum and ensure each Employee receives at least one period of at least 14 consecutive days (including non-working days and public holidays) of annual leave.

Before such flexibility is implemented Employee representatives will have been consulted to ensure that all practicable alternatives have been considered, taking into account the needs of Employees and customers.

4.16.5 Where it is determined that customer requirements change and work is required (after notifying Employees of a closedown period), the Company will negotiate alternative leave arrangements with individual Employees, however no Employee will be forced to work during the stated shut down period.

4.17 **STAND DOWN**

The Company is entitled to withhold payment to any Employee(s) for any day the Company considers that the Employee(s) cannot be usefully employed because of any strike, any breakdown in machinery, or any stoppage of work by any cause which ceases operations, and for which the Company cannot be reasonably held responsible, having reviewed the situation and having no reasonable alternative work available.

In such case, Employees may be able to use their accumulated Annual Leave or Long Service Leave where applicable, in circumstances other than a strike or industrial action, or where the Employee cannot be reasonably held responsible, which shall be at the discretion of the Company.

4.18 **SUPERANNUATION**

4.18.1 For all Employees, the Company will make contributions on behalf of the Employee, to the Employee's nominated complying superannuation fund, provided the superannuation fund is an eligible choice fund and offers a MySuper product.

4.18.2 Superannuation contributions shall be in accordance with legislative requirements, provided the contributions will be paid monthly until 30 June 2026 and paid in each pay cycle thereafter.

4.18.3 Superannuation salary sacrifice arrangements may also be available at the discretion of the Company, and will be paid in each pay cycle. Taxation of such contributions will be in accordance with applicable legislation.

4.18.4 If an Employee does not nominate a superannuation fund, then contributions will be made to our default fund Australian Super.

PART 5: LEAVE AND PUBLIC HOLIDAYS

5.1. Annual Leave

- 5.1.1 Subject to the NES, full-time Employees will accrue 4 weeks' annual leave per year of continuous service. Part-time shall accrue annual leave on a pro-rata basis. Annual leave accrues only on ordinary hours worked by Employees and on paid leave. It does not accrue on any overtime worked or leave without pay.
- 5.1.2 For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a 7-day shiftworker who is regularly rostered to work on Sundays and Public Holidays.
- 5.1.3 An Employee who would have worked on day work only will receive a loading of 17.5% when they take annual leave or when they cash in annual leave in accordance with sub-clause 5.1.4, which shall be calculated on the ordinary time base rate of pay. In the case of shift workers they may opt to retain their shift loading when they take annual leave or take the 17.5% loading on their ordinary base rate of pay, whichever is the greater.
- 5.1.4 An Employee may apply to "cash-in" accumulated annual leave; provided that the Employee will have a minimum balance of four weeks of accumulated annual leave available after cashing-in such leave, in accordance with the Fair Work Act 2009. Each agreement to cash-in an amount of annual leave must be a separate agreement in writing. Such leave will be paid as a lump sum in addition to the Employee's weekly wage and will be taxed appropriately.
- 5.1.5 Any Annual Leave accrued but not taken, will be paid out on termination.
- 5.1.6 All requests to take annual leave must be approved in advance by the relevant Production Manager or Supervisor and will be subject to the Company's operational requirements. This shall require a minimum of two (2) weeks' notice by the Employee, unless otherwise agreed by the Company.
- 5.1.7 The Annual Leave in this Agreement is exclusive of Public Holidays named in this Agreement that fall on a Monday to Friday inclusive. If any such Public Holiday falls within their period of Annual Leave, the period of Annual Leave will be increased by one day for each Public Holiday if the Employee would have ordinarily have expected to work that day.

5.2. Public Holidays

- 5.2.1 The parties acknowledge that the nature of the Employer's workplace, including its operational requirements, contemplates that Employees may be required to work on public holidays. Public Holidays are the days (or substitute days) defined under the Fair Work Act 2009.
- 5.2.2 From time to time Employees may be requested to work on a public holiday to meet the operational requirements of the business. If an Employee agrees to work on a public holiday, then the Employee will either:
1. be credited with a paid substitute day of leave in lieu of the public holiday (based on the Employee's ordinary rate of pay); or
 2. be paid for the number of hours worked on the public holiday at the rate of double time and a half for each hour worked on the public holiday.

An Employee, other than a casual, who is not required to work on a public holiday, will only be paid for that day if the holiday occurs on a day or shift that the Employee is usually rostered.

Employees working Shift Work outside of the ordinary working schedule, at the specific request of the company, will either have reasonable access to public

holidays or be compensated for paid public holidays foregone.

5.2.3 Substitution of certain public holidays which falls on a weekend:

1. Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
2. Where Proclamation Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
3. Where New Year's Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.

5.2.4 Rostered Night Shift Public Holiday

- (a) Where a rostered night shift starts on a Public Holiday, the whole shift will be paid at the public holiday rate. Where the rostered night shift starts on an ordinary working day, ordinary night shift rates will apply for the whole shift.
- (b) When an Employee elects to take annual leave on a rostered night shift that starts on a Public Holiday, the Employee will be paid at public holiday rates until midnight i.e. only the hours that fall on the actual Public Holiday, and these hours will not be deducted from the Employee's leave balance. The remaining hours will be taken as annual leave and paid at the usual rate for annual leave in accordance with clause 5.1.
- (c) If an Employee takes personal leave on a rostered night shift that starts on a Public Holiday, the Employee will be paid at public holiday rates until midnight i.e. only the hours that fall on the actual Public Holiday, and these hours will not be deducted from the Employee's leave balance. The remaining hours will be taken as personal leave and paid at the usual rate for personal leave in accordance with clause 5.3. A doctor's certificate must be supplied.
- (d) If the Company makes the decision not to run a rostered night shift which starts on a Public Holiday, public holiday rates will be paid for the whole shift.
- (e) For the purpose of this clause, Public Holiday means the 24-hour period of the calendar day on which the Public Holiday falls.

5.3. Personal/Carers Leave

5.3.1 Full-time Employees (other than casuals) will accrue 10 days personal/carer's leave in accordance with the NES. Unpaid personal leave may also be available in accordance with the NES.

Employees working less than 38 hours per week shall accrue personal/carer's leave on a pro-rata basis.

5.3.2 Personal/carer's leave may be used when Employees are unable to attend work due to illness or injury, or if Employees are required to care for a member of their immediate family or household due to that person having an illness or injury, or being affected by an unexpected emergency.

5.3.3 In order to use personal/carer's leave when Employees are unable to attend work because due to illness or injury, the Employee must:

1. Notify the Coordinator or Manager as soon as reasonably practicable of the Employee's inability to work for any reason and the estimated duration of the absence.
2. provide the Company with evidence which includes a medical certificate stating that they were, or will be, unable to attend work due to illness or injury

The Employee will be entitled to three (3) single day absence in any anniversary year without a medical certificate, not to be taken consecutively.

Thereafter any day or multiple days claimed at any time, will require the Employee to provide to the Company's satisfaction a certificate from a registered health practitioner.

- 5.3.4 In order to use Carer's Leave when Employees are unable to attend work because they are required to care for a member of their immediate family or household, as defined in the NES, due to that person having an illness or injury, or being affected by an unexpected emergency, the Employee must:
1. as soon as reasonably practicable, give the Coordinator notice that they are (or will be) absent from work to care for such family or household member(s); and
 2. provide the Coordinator with a medical certificate, or in lieu thereof, a statutory declaration, attesting to the fact that the Employee was unable to attend for duty as the patient was dependent upon the Employee for their care and support.
- 5.3.5 Employees must also complete a Company notification of leave form and submit it to the Coordinator in relation to each period of personal/carer's leave they take.
- 5.3.6 Any certificate submitted by an Employee must show the name of the medical facility, the signature of the registered health practitioner, and show the date of examination, and the dates covered by the certificate, and in the case of carer's leave state that the patient is dependent upon the Employee for their care and support
- 5.3.7 An Employee may apply to "cash-in" up to 2 accumulated days of unused non-certificate personal leave per annum, or alternatively, to convert these accumulated 2 days into additional RDOs by agreement with the Employer; provided that the Employee will have a minimum balance of 15 days of accumulated personal leave available after cashing-in or converting such leave and no more than an accumulative amount of one non-certificate day has been used in the prior 12 month period.

Each agreement to cash-in an amount of personal leave must be a separate agreement in writing and will be calculated on a calendar year. Such leave will be paid as a lump sum in addition to the Employee's weekly wage and will be taxed appropriately.

- 5.3.8 All Paid Sick and Carer's Leave counts as service and does not break their continuity of service.
- 5.3.9 Unpaid Carer's Leave will not count as service; however, it will not result in a break to their continuity of service.
- 5.3.10 Untaken leave under this clause will accumulate from year to year however will not be redeemable on termination.

5.4. COMPASSIONATE LEAVE/BEREAVEMENT LEAVE

- 5.4.1 An Employee is entitled to 2 days of compassionate leave for each permissible occasion as defined in the NES.
- 5.4.2 Employees may take Compassionate Leave in two separate periods of a single day or an unbroken period of two days or any separate periods to which the Employee and Company agree.
- 5.4.3 Employees may be required to provide the Company with a formal statement of the illness, injury or death on each occasion that Employees request Compassionate Leave.
- 5.4.4 On each occasion that Employees require Compassionate Leave Employees must notify the employer as soon as reasonably practicable of:

1. their intention to take leave; and
2. the name of the person concerned and their relationship to Employees; and
3. the reasons for taking such leave; and
4. the estimated length of absence

Employees must do so as soon as reasonably practicable on the day/s of absence in order for the Company to arrange a suitable temporary replacement.

- 5.4.5 All Compassionate Leave counts as service and does not break their continuity of service.

5.5. PARENTAL LEAVE

Employees are entitled to Parental Leave in accordance with the NES.

5.6. LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1987 (SA)*.

5.7. OTHER LEAVE WITHOUT PAY

Apart from the statutory entitlements specified above, other leave without pay is seen as a privilege within the Company and the granting of leave without pay is at the discretion of the Company. It may or may not be granted depending on business circumstances, and normally only after all Annual Leave days have been exhausted.

5.8. COMMUNITY SERVICE LEAVE

The entitlements to unpaid Community Service Leave available to Employees covered by this Agreement will be as per the NES.

5.9. JURY SERVICE

- 5.9.1 An Employee, other than a casual Employee, required to attend jury service during ordinary working hours or where it would be unreasonable to expect an Employee rostered on an afternoon shift to attend their rostered shift after attending jury service or an Employee rostered on an a night shift to attend their rostered shift before attending jury service, will be reimbursed by the Company an amount equal to the difference between the amount paid (excluding any separately identified component defined as a 'meal allowance' or 'travel allowance') for attending jury service and what the Employee would have received at work as current rate of pay, as prescribed in sub-clause 4.1. This shall not attract any overtime, or shift loadings.

- 5.9.2 An Employee will notify the Company as soon as reasonably practicable of the date(s) the Employee is required to be in attendance for jury service. Further, the Employee will provide the Company with all the necessary information to administer this sub-clause, including written evidence from the governing body detailing attendance and any payment(s).

5.10 FAMILY AND DOMESTIC VIOLENCE LEAVE

Employees are entitled to paid Family and Domestic Violence Leave in accordance with the NES.

PART 6: TERMINATION OF EMPLOYMENT

6.1 NOTICE OF TERMINATION

6.1.1 The Company will advise Employees as soon as is practicable of any impending change which may significantly affect their ongoing employment with the Company or the performance of their work under this Agreement.

6.1.2 Employer Period of Notice - Full time/part time Employee

If the Company terminates their employment, the following period of notice as provided in the table below will be given to Employees unless:

- (a) Employees have already given notice of termination; or
- (b) the Company have paid Employees out in lieu of notice; or
- (c) Employees have been guilty of serious misconduct; or
- (d) Employees have been employed for a specific period of time and that time has elapsed; or
- (e) Employees have been engaged for a specific task or tasks and they have been completed.

Notice Period Table

<i>Employee's period of continuous service with the Company</i>	<i>Period of Notice</i>
<i>Not more than 1 (one) year</i>	<i>1 (one) week</i>
<i>More than 1 (one) year and less than 3 (three) years</i>	<i>2 (two) weeks</i>
<i>More than 3 (three) years and less than 5 (five) years</i>	<i>3 (three) weeks</i>
<i>More than 5 (five) years</i>	<i>4 (four) weeks</i>

Employees will be entitled to an additional period of notice of one (1) week if Employees are over 45 years of age and have completed at least 2 years of continuous service with the Company.

Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked.

Determining whether the notice period is required to be worked shall be at the discretion of the company.

"Week's Pay" means the Full Rate of Pay as defined by Section 18 of the Fair Work Act 2009, which means the payment to which the Employee would have been entitled for the hours the Employee would have worked had the employment continued until the end of the minimum period of notice.

Such payment is inclusive of all loadings, allowances, bonuses, regularly rostered overtime and any other regularly received amount in the nature of wages.

Notice of Termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Company, save and except that there is no requirement on the Employee to give additional notice based on the Employee's age.

If an employee over the age of 18 fails to give the required notice, the Employer has the right to withhold up to one week of wages due to the Employee under this Agreement.

The Company will consider any reasonable request by the Employee to renegotiate the required notice period.

6.1.3 Time off work during notice period

During the period of notice of termination given by the employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

6.1.4 Return of Property

On termination of employment, the Employee must return in good condition to the Company, all property of the Company including, but not limited to, all overalls, locker keys, books, documents, papers, credit cards, cars and keys, and any other assets owned by the Company and held by the Employee or under the Employee's control.

6.2 REDUNDANCY

6.2.1 Other than the provisions set out below, redundancy shall be in accordance with the provisions of the National Employment Standards. In the event that the Employer decides to make a position(s) redundant and Employee(s) are subsequently retrenched, the Employee(s) will be entitled to redundancy benefits as outlined in the table below.

Period of Continuous Service	Severance Pay
Less than 1 (one) year	NIL
1 (one) year and less than 2 (two) years	4 Weeks Pay
2 (two) years and less than 3 (three) years	6 Weeks Pay
3 (three) years and less than 4 (four) years	7 Weeks Pay
4 (four) years and less than 5 (five) years	8 Weeks Pay
5 (five) years and less than 6 (six) years	10 Weeks Pay
6 (six) years and less than 7 (seven) years	11 Weeks Pay
7 (seven) years and less than 8 (eight) years	13 Weeks Pay
8 (eight) years and less than 9 (nine) years	14 Weeks Pay
At least 9 (nine) years	16 Weeks Pay

6.2.2 Transfer to lower paid duties

Where an Employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the

former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

6.2.3 **Transmission of business**

Where a business is before, on or after the date of this Agreement, transmitted from an employer to another employer and an Employee who at the time of such transmission was an Employee of the transmitter in that business becomes an Employee of the transmittee:

The continuity of the employment of the Employee shall be deemed not to have been broken by reasons of such transmission; and the period of employment which the Employee has had with the transmitter or any prior transmitter shall be deemed to be service of the Employee with the transmittee.

In 6.2.3 Business includes the trade process, business or occupation and includes part of any such business and transmission includes transfer, conveyance, assignment or succession whether by Agreement or by operation of law and transmitted has a corresponding meaning.

6.2.4 **Employee leaving during notice period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

6.2.5 **Alternative Working Arrangement**

In the event that a position is no longer required on a permanent or full-time basis, subject to agreement between the Company and the Employee, the Company may convert the Employee's employment to part-time as defined in sub-clause 3.1. Where alternative working arrangements are agreed, redundancy provisions shall not apply to the actual change in working conditions.

Redundancy provisions may apply, should the agreed alternative working arrangement subsequently become redundant, subject to sub-clause 6.2.3. In such case, the redundancy provisions shall apply in accordance to the new working arrangement only.

6.2.6 **Employees exempted**

The redundancy provision within this Agreement does not apply to:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) probationary Employees;
- (c) trainees or apprentices;
- (d) Employees engaged for a specific period of time or for a specified task or tasks;
or
- (e) Casual Employees.

PART 7: OCCUPATIONAL HEALTH AND SAFETY COOPERATION AND COMMITMENT

- 7.1.1 All Employees shall be committed to protecting the health and safety of all Employees, and all other persons on Company premises, by:
- (a) complying with all statutory duties and obligations, contained within health and safety legislation & regulations.
 - (b) promoting a positive safety culture that is based on the principle that all injuries can be prevented.
 - (c) reporting of all hazards and incidents and ensuring that appropriate corrective actions are implemented in a timely manner.
 - (d) recognising that health and safety improvements come from co-operation and communication between management and staff at all levels.
 - (e) continually improving our safety performance by setting challenging, yet achievable objectives; and
 - (f) recognising the need for health and safety training and providing such training to ensure that Employees are competent to perform work safely and without risks to themselves or others.

7.1.2 All Employees whilst at work must:

- (a) take reasonable care for the health and safety of people who are at the place of work and who may be affected by the Employee's acts or omissions at work.
- (b) co-operate with the Company so far as is necessary to enable compliance with any requirement under the *Work Health and Safety Act 2012*, or the regulations that are imposed on the Company in the interests of health, safety and welfare.
- (c) raise any concerns about health and safety issues with Coordinators/team leaders.
- (d) report all injuries immediately.
- (e) report all hazards immediately.
- (f) wear appropriate Personal Protective Equipment at all times.
- (g) follow safety requirements and instructions set by the Company.
- (h) ensure walkways, stairways, passageways and exits are kept clear at all times.
- (i) ensure that appropriate guarding is in place on equipment or power tools prior to use.
- (j) gain an appreciation of what to do in the event of an emergency; and
- (k) participate in any recommended safety training provided by the Company
- (l) commit to working with the Company in rehabilitation and return to work from any work-related injury or illness as soon as reasonably practical.

7.1.3 Drugs and Alcohol

To minimise the risk and harm associated with the use of alcohol and other drugs in the workplace it is agreed as follows;

- (a) random drug and alcohol testing will be carried out on all Company sites. All Employees shall be subjected to random testing under a program which is

independent, unbiased, and accurate.

- (b) drug testing will be conducted by way of urine testing in accordance with AS/NZS 4308.
- (c) attending or remaining at work while under the influence of (or being reasonably considered as under the influence), or impaired or adversely affected by alcohol or drugs (other than prescribed or over-the-counter medication that will not impair co-ordination or judgement) is strictly prohibited.

Failure to observe this condition of employment will be investigated by the Company and may lead to disciplinary action being taken against the Employee, including termination of employment.

- (d) alcohol and drug screening will form part of the pre-employment medical examination.
- (e) any Employee reasonably suspected to be under the influence of, or impaired or adversely affected by alcohol or drugs will be immediately removed from the work area to ensure the safety of all concerned and shall be subject to drug and alcohol screening.

In such circumstances, the Employee must agree to undergo drug and alcohol screening and consent to the release of the screening results to the Company. Failure to do so may lead to disciplinary action being taken against the Employee, including termination of employment.

SIGNATORIES

SIGNED FOR AND ON BEHALF of RPC Pipe Systems Pty Ltd ('Employer')

Signed: *B Hancock*
 Name (Printed): BRENTON CHARLES HANCOCK
 Position: HR/OHS MANAGER
 Address: 11 CHRISTIE ROAD, KONS DALE, 5160
 Dated: 7.11.2024

**Witness
In the presence of:**

Signed: *Thomas Rainer Jung*
 Name (Printed): THOMAS RAINER JUNG
 Address: 31 EQUESTRIAN DRIVE WOODCROFT S.A 5162
 Dated: 7/11/24


SIGNED FOR AND ON BEHALF OF EMPLOYEES

Signed: *Wayne William*
 Name (Printed): WAYNE ANTHONY WILLIAMS
 Position: STOREMAN, EMPLOYEE BARGAINING REPRESENTATIVE
 Address: 61 YORK DRIVE FLAGSTAFF HILL 5159 SA
 Dated: 7.11.24

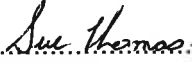
**Witness
In the presence of:**

Signed: *A Tinsley*
 Name (Printed): AARON JOEL TINSLEY
 Address: 52 CAMERON ROAD ALDINGA BEACH 5173 SA
 Dated: 7.11.2024

SIGNED FOR AND ON BEHALF OF AMWU

Signed: 
Name (Printed): STUART GORDON
Position: Acting State Secretary A.M.W.U./S.A.
Address: DALE Street Port Adelaide
Dated: 11/11/24

**Witness
In the presence of:**

Signed: 
Name (Printed): SUE THOMAS
Address: 53-61 DALE STREET PORT ADELAIDE SA 5015
Dated: 11/11/2024