

**PIPEMAKERS MACKAY  
ENTERPRISE  
AGREEMENT 2024**



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## 1. TITLE

This Agreement shall be known as the Pipemakers Mackay Enterprise Agreement 2024.

## 2. APPLICATION

2.1 This Agreement shall apply to all employees of the Company engaged at the Company's workplace located at 50 Dozer Drive, Paget, QLD 4740 and who are engaged in any of the classifications set out in clause 14.1.

2.2 Relationship between this Agreement and the NES:

2.2.1 The National Employment Standards (NES) is a set of legislated minimum employment entitlements under the Act.

2.2.2 The NES applies to Employees covered by this Agreement, except where this Agreement provides a more favourable outcome.

## 3. PARTIES BOUND

The parties bound by this Agreement are:

- (a) The Company (Pipemakers Australia Pty Ltd);
- (b) all Employees who are covered by clause 2.1 of this Agreement; and
- (c) the Union , if the union applies to the FWC to be covered by the Agreement.

## 4. DEFINITIONS

<b>Act</b>	means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
<b>Agreement</b>	means this Pipemakers Mackay Enterprise Agreement 2024.
<b>Award</b>	means the Manufacturing and Associated Industries and Occupations Award 2020.
<b>Company</b>	means Pipemakers Australia Pty Ltd (ACN 061 712 365)
<b>continuous shiftwork</b>	means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
<b>continuous shiftworker</b>	means an Employee engaged in continuous shiftwork
<b>Employee</b>	means any employee engaged by the Company to perform work in classifications set out in clause 14.1
<b>FWC</b>	means Fair Work Commission
<b>NES</b>	means National Employment Standards
<b>RDO</b>	means rostered day off

<b>Union</b>	means the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
<b>24/5 roster</b>	24/5 Roster shall consist of 4 x 12-hour shifts and 1x RDO during a standard Monday to Friday working week. These shifts will be all day shifts on week 1 and all-night shifts on week 2

**5. DATE AND PERIOD OF OPERATION**

- 5.1 This Agreement shall commence operation seven days after it is approved by the FWC.
- 5.2 The nominal expiry date of this Agreement is 12<sup>th</sup> December 2026.
- 5.3 This Agreement operates unless varied or terminated in accordance with the Act.
- 5.4 The parties acknowledge that once made, the Agreement sets the terms and conditions contained in it and the parties agree (subject to clause 5.3) not to pursue any extra claims during the life of this Agreement.
- 5.5 The parties agree to commence negotiations for a new Enterprise Agreement within four months of the nominal expiry date referred to in clause 5.2.

**6. RELATIONSHIP TO PARENT AWARD**

- 6.1 This Agreement shall incorporate the provisions of the Award, as varied from time to time, provided that where there is any inconsistency between a term of this Agreement and a term of the Award which has been incorporated, the term in the Agreement shall take precedence to the extent of the inconsistency.
- 6.2 In incorporating Award terms into this Agreement, they are to be read as altered to incorporate necessary changes resulting from them being provisions of the Agreement rather than provisions of the Award. For example, the words "this Award" would become "this Agreement".

**7. CONSULTATION**

- 7.1 This clause applies if the Company:
  - 7.1.1 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
  - 7.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 7.2 In this clause:
  - 7.2.1 a major change under clause 7.1.1 is likely to have a 'significant effect on the Employees' if it results in:
    - (a) the termination of the employment of Employees; or



- (b) a major change to the composition, operation or size of the Company'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; or

7.2.2 **relevant Employees** means the Employees who may be affected by the change in clause 7.1.1 or 7.1.2, as the case may be.

7.3 The relevant Employees may appoint a representative for the purposes of the procedures in this clause 7.

7.4 If:

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

7.4.2 the Employee or Employees advise the Company of the identity of the representative,

the Company must recognise the representative.

7.5 For a major change referred to in clause 7.1.1:

7.5.1 the Company must notify the relevant Employees of the decision to introduce the major change; and

7.5.2 sub-clauses 7.5 to 7.8 apply.

7.6 As soon as practicable after making its decision to make a major change referred to in clause 7.1.1, the Company must:

7.6.1 discuss with the relevant Employees and their representative (if any):

- (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

7.6.2 for the purposes of the discussion, provide, in writing, to the relevant Employees and their representative (if any):

- (a) all relevant information about the change, including the nature of the change proposed;
- (b) information about the expected effects of the change on the Employees; and



(c) any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative (if any).

7.7 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representative (if any).

7.8 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 Company, it shall not be a major change for the purposes of clause 7.1.1.

7.9 For a change referred to in clause 7.1.2, the provisions of clauses 7.10 to 7.12 apply.

7.10 As soon as practicable after proposing to introduce the change referred to in clause 7.1.2, the Company must:

7.10.1 notify the relevant Employees and their representative(s) (if any) in writing of the proposed change; and

7.10.2 discuss the introduction of the proposed change with the relevant Employees and their representative(s) (if any).

7.11 For the purposes of the discussion, the Company must:

7.11.1 provide the relevant Employees and their representative(s) (if any):

(a) all relevant information about the proposed change, including the nature of the proposed change;

(b) information about what the Company reasonably believes will be the effects of the change on the relevant Employees; and

(c) information about any other matters that the Company reasonably believes are likely to affect the relevant Employees.

However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representative(s) (if any).

7.11.2 invite the relevant Employees and their representative(s) (if any) to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).

7.12 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees and their representative (if any).

## 8. REDUNDANCY

Redundancy pay is provided for in the NES.





- 8.1 By way of summary, redundancy occurs when the Company has made a definite decision that the Company no longer requires the role of an Employee to be performed by anyone and that decision leads to the termination of employment of the Employee, except as set at in the NES.
- 8.2 The Company shall hold discussions with the Employees directly affected (or a representative of the affected Employees' choice). These discussions will take place as soon as is practicable after the Company has made a definite decision. The discussions may cover measures to avoid or minimize the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- 8.3 In the instance that redundancies are to occur, the Company will ask for volunteers for redundancy first. It remains the Company's discretion as to whether an application for voluntary redundancy is accepted by the Company after considering the operational requirements of the business.
- 8.4 An Employee will receive redundancy pay based on their continuous period of service as set out below. This amount is paid at the Employee's base pay rate for ordinary hours worked.

One year or less	Nil
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks pay

8.5 "Weeks pay" means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

8.5.1 Overtime;

8.5.2 Penalty rates;

8.5.3 Disability allowances;

8.5.4 Shift allowances;

8.5.5 Special rates;

8.5.6 Fares and travelling time allowances;

8.5.7 Bonuses; and

8.5.8 Any other ancillary payments of a like nature.

## 9. AGREEMENT FLEXIBILITY

9.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

9.1.1 the Agreement deals with the following matters:

- (a) annual leave;
- (b) when work is performed;
- (c) overtime rates;
- (d) allowances; or
- (e) penalty rates;

9.1.2 the arrangement meets the genuine needs of the Company and Employee in relation to the matters mentioned in sub-clause 9.1.1; and

9.1.3 the arrangement is genuinely agreed to by the Company and Employee.

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

9.2.1 are about permitted matters under section 172 of the Act; and

9.2.2 are not unlawful terms under section 194 of the Act; and

9.2.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.3 The Company must ensure that the individual flexibility arrangement:

9.3.1 is in writing; and





- 9.3.2 includes the name of the Company and Employee; and
- 9.3.3 is signed by the Company and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- 9.3.4 includes details of:
  - (a) the terms of this Agreement that will be varied by the arrangement; and
  - (b) how the arrangement will vary the effect of those terms; and
  - (c) 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
- 9.3.5 states the day on which the arrangement commences.
- 9.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed.
- 9.5 The Company or Employee may terminate the individual flexibility arrangement:
  - 9.5.1 by giving no less than 28 days written notice to the other party to the arrangement;  
or
  - 9.5.2 if the Company and the Employee agree in writing - at any time.

## 10. DISPUTE RESOLUTION PROCEDURE

**Dispute** means any dispute or grievance that arises at the workplace between an Employee or Employees (and/or their representatives) and the Company, about the NES or the interpretation or application of this Agreement or in relation to any matters pertaining to the relationship between the Company and an Employee (or Employees).

- 10.1 In the event that a Dispute arises, in the first instance, the parties will attempt to resolve the Dispute through consultation at the workplace by discussions between the Employee(s) concerned and the branch manager. If such discussions do not resolve the Dispute, the parties will endeavour to resolve the Dispute in a timely manner by discussions between the Employee(s) (and/or their representatives) concerned and more senior levels of management of the Company as appropriate.
- 10.2 Clause 10.1 will not prevent a Dispute being referred directly to the FWC under clause 10.3 where the nature of the Dispute requires the FWC's immediate involvement.
- 10.3 If the Dispute is unable to be resolved at the workplace, under clause 10.1, or clause 10.2 applies, a party to the Dispute may refer the Dispute to FWC.
- 10.4 FWC may deal with the Dispute in 2 stages:
  - 10.4.1 FWC will first attempt to resolve the Dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.  
  
For this purpose, the action FWC may take includes:
    - (a) arranging conferences of the parties or their representatives at which the FWC is present; and
    - (b) arranging for the parties or their representatives to confer among themselves at conferences at which the FWC is not present; and



10.4.2 If the Dispute is not resolved at the first stage, FWC will proceed to arbitrate the Dispute and/or otherwise determine the rights and/or obligations of the parties to the Dispute. In relation to such an arbitration:

- (a) FWC may give all such directions and do all such things as are necessary for the just resolution of the Dispute. FWC may exercise powers of conciliation, arbitration and declaratory relief in relation to the Dispute, including all related procedural powers, such as those in relation to hearings, witnesses, evidence and submissions;
- (b) FWC should apply the rules of evidence that would ordinarily apply to a hearing before the FWC under the Act;
- (c) before making a determination, FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute; and
- (d) in making its determination, FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.

10.4.3 The decision of FWC will be binding on the parties to the Dispute, subject to the following:

- (a) while the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Company to perform work, whether at the same or another workplace (and after consultation provided it is within a reasonable location) that is safe and appropriate for the Employee to perform; and
- (b) the Company or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause 10. Employees may appoint their Union delegate or other support person.

10.4.4 No party shall suffer adverse action for any legitimate action taken in participating in the process described in this clause 10.

## 11. ORDINARY HOURS OF WORK

11.1 The ordinary hours of work for Employees covered by this Agreement shall be in accordance with clause 17 of the Award. Any variations to the ordinary hours of work shall be implemented in accordance with the relevant clauses in the Award.

24 hours operations:

11.1.1 If the Company decides to change the current roster to a 24/7 rolling roster due to Operational requirements, the Company will first consult in accordance with the consultation clause contained in the Enterprise Agreement.

11.1.2 Following the completion of consultation, the Company will put to a vote the roster options and pay schedule options (averaging wages or not averaging wages) to all Employees covered by the Enterprise Agreement. All Employees will be required to vote on which roster they prefer.

11.1.3 The Company will then implement the rolling roster that has received the majority of votes. This implementation of the selected rolling roster will not be occurring sooner than 28 days from the results of the vote.

## 12. MEAL BREAKS

12.1 The Company may stagger the time of taking a meal and rest breaks to meet operational requirements. Employees commit to staggering meal breaks wherever possible in order to meet business requirements.

12.2 While Employees work on 24/5 roster, Employees are entitled to a meal break of 30 mins (unpaid) each day.

12.3 While Employees work on 24/7 roster, Employees are entitled to two meal breaks of 20 mins (paid) each day.

12.4 An Employee must not be required to work for more than six ordinary hours without a break for a meal except in cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all Employees to take a meal break within five hours.

12.5 An Employee must get the manager's approval before working more than 6 hours without a break.

## 13. OVERTIME

13.1 Payment for working overtime shall be in accordance clause 32 of the Award.

13.2 When practicable, overtime shifts that are available will in the first instance be offered to full-time, and part-time Employees, prior to casuals being engaged for the completion of overtime.

13.3 An Employee working overtime as a continuous shiftworker will be paid 200% of the ordinary hourly rate.

13.4 An Employee recalled to work overtime after leaving the enterprise, whether notified before or after leaving the enterprise, must be paid:

13.4.1 for a minimum of 4 hours at 150% of the ordinary hourly rate for the first 3 hours and 200% of the ordinary hourly rate thereafter; or

13.4.2 if the Employee is a continuous shiftworker, at 200% of the ordinary hourly rate for the full period.

13.5 For clarification, no Employees at Pipemakers Mackay will be on stand-by during the duration of their employment.

13.6 If the Employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the 4 hour minimum overtime payment for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.

13.7 Except in the case of unforeseen circumstances arising, an Employee must not be required to work the full 4 hours as the case may be if the job they were recalled to perform is completed within a shorter period.

#### 14. WAGE INCREASES

14.1 Wages shall increase under this Agreement as follows;

- 8% effective from first pay for C10, C11 and C12 on or after 22.03.2024
- 6% effective from first pay for C9 on or after 22.03.2024.
- 4% effective from first pay on or after 22.03.2025.
- 4% effective from first pay on or after 22.03.2026.

Pay Class	Hourly Rate (weekly rate/38) paid from <i>first</i> full pay period on or after 22.03.2024	Hourly Rate (weekly rate/38) paid from <i>first</i> full pay period on or after 22.03.2025	Hourly Rate (weekly rate/38) paid from <i>first</i> full pay period on or after 22.03.2026
Yard person - Level 1 – C12	\$35.10	\$36.50	\$37.96
Yard person - Level 2 – C11	\$35.10	\$36.50	\$37.96
Machine Operator – Level 1 – C12	\$30.78	\$32.01	\$33.29
Machine Operator - Level 2 – C11	\$32.94	\$34.26	\$35.63
Trade Assistant - C11	\$30.78	\$32.01	\$33.29
Fitter/Turner – C10	\$37.80	\$39.31	\$40.88
Industrial Electrician – C10	\$41.04	\$42.68	\$44.39
Trainer/Assessor – C10	\$35.10	\$36.50	\$37.96
Team Leader - C9	\$38.96	\$40.51	\$42.13

Note: Team Leader rate of pay is inclusive of leading hand allowance as specified under Clause 30.2(a) of the Award.



- 14.2 The wage increases specified above will apply to an Employee's individual rate of pay.
- 14.3 Wages will be paid on a weekly basis.
- 14.4 Pay slips shall include details of annual leave, personal leave and long service leave entitlements.
- 14.5 Employees shall be supplied with a pay slip in accordance with the requirements of the Fair Work Regulations. Pay slips shall include details of all applicable allowances and all authorised payroll deductions.

## 15. ALLOWANCES

### 15.1 Meal Allowance

The meal allowance will be paid at \$16.81 for the duration of this Agreement.

When Employees are required to work a shift that would normally be their RDO, the meal allowance will be paid at the rate set out in this Agreement. This allowance will be paid on both 24/5 roster or 24/7 rosters.

### 15.2 Higher Duties Allowance

When an Employee is required to fill in for a Team leader due to a Team Leader's RDO, illness, annual leave or any other absence, the Machine Operator will be paid at the same rate (Team Leader – C9) as the absent Team Leader for all hours worked in this position.

## 16. LONG SERVICE LEAVE

Long Service Leave will accrue and be taken in accordance with the *Industrial Relations Act 1999* (Qld).

## 17. ANNUAL LEAVE

- 17.1 Other than as set out in this Agreement the provisions of the NES and the Award shall apply to annual leave.
- 17.2 The annual leave entitlement specified in s.87 of the NES is converted to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time Employee entitled to four weeks of annual leave and 190 hours for a shiftworker, as defined below).
- 17.3 For clarity, an Employee is entitled to:
  - 17.3.1 4 weeks of paid annual leave; or
  - 17.3.2 5 weeks of paid annual leave, if the Employee is a shiftworker for the purposes of the National Employment Standards.

As set out in the Award, for the purpose of the additional week of annual leave provided for in section 87(1)(b) of the Act, a **shiftworker** is a 7-day shiftworker who is regularly rostered to work on Sundays and public holidays.



## **18. PERSONAL CARERS LEAVE**

- 18.1 The provisions relating to personal (including sick leave)/carers leave, and how and when it is to be taken, will be in accordance with the NES and clause 35 of the Award.
- 18.2 An Employee who claims personal or carer's leave may be required to provide evidence that would satisfy a reasonable person that the leave is justified. Such evidence may be:
- 18.2.1 a medical certificate showing personal illness/injury or that of a family/household member; or
  - 18.2.2 a statutory declaration signed by the Employee stating the reason for leave.
- 18.3 Employees will be required to provide evidence of illness for absences of two days or more.
- 18.4 An Employee's sick leave balance will be indicated and calculated on that Employee's pay slips.

## **19. COMPASSIONATE LEAVE**

The provisions relating to compassionate leave and how and when it is to be taken will be in accordance with the NES and clause 35 of the Award.

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

- 20.1 The Company recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.
- 20.2 The Company is committed to providing workplace support to staff that experience family and domestic violence. Understanding the traumatic nature of family and domestic violence, the Company will support an Employee if they have difficulties performing tasks at work. No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.
- 20.3 An Employee's entitlement to family and domestic violence leave shall be determined in accordance with the NES.

## **21. PUBLIC HOLIDAYS**

The following days are observed as public holidays:

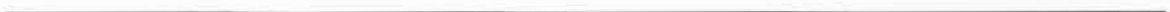
- (i) New Year's Day
- (ii) Australia Day
- (iii) Good Friday
- (iv) Easter Saturday
- (v) Easter Monday
- (vi) ANZAC Day
- (vii) Labour Day
- (viii) Christmas Day
- (ix) Boxing Day





(x) The Birthday of the Sovereign, or a day in its place if the Birthday of the Sovereign is in future not observed as a public holiday.

(xi) Show Day or any day appointed under *The Holidays Act (QLD) 1983* to be kept in place of such holiday.

A small, handwritten mark or signature in blue ink, consisting of two vertical lines and a curved line at the bottom, located in the bottom right corner of the page.

## 22. SUPERANNUATION

- 22.1 In addition to an Employee's wages, the Company will make superannuation contributions as prescribed by the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended from time to time (**Super Act**).
- 22.2 The Company will make superannuation contributions to any approved superannuation fund selected by the Employee. If the Employee does not choose a fund and does not have a stapled fund, the Company will make the contributions to its default fund, Mercer Super Trust in accordance with the Super Act.
- 22.3 By way of summary, the superannuation contributions currently required by the Super Act are 11%.

## 23. CLOTHING AND FOOTWEAR

- 23.1 Permanent Employees will be provided with an annual issue of shirts, and/or trousers as nominated by the Employee up to the equivalent value of 4 long-sleeved shirts and 4 pairs of long trousers or work shorts.
  - 23.1.1 The laundering of Company supplied uniforms will be the responsibility of the Employee.
  - 23.1.2 The Company supplied clothing will be replaced on a fair wear and tear basis.
- 23.2 Approved safety footwear will be supplied to permanent Employees of a suitable brand and style, up to a value of \$250. These will be replaced on a "fair wear and tear" basis in exchange for the footwear worn out. In circumstances where the approved safety footwear is not suitable to an individual Employee, the Company will assist in providing suitable alternative footwear.
- 23.3 No Company-provided clothing is to be deliberately defaced or altered. Any Employee found to have defaced or altered clothing will be responsible for replacement clothing at their own cost.

## 24. EMPLOYEE REPRESENTATIVES

- 24.1 The Company recognises the role of Employee representative(s).
- 24.2 Employee representative(s) will be permitted reasonable time during working hours to undertake their role as Employee representatives for the purposes of the Dispute procedure. Should an Employee representative be required to leave their workstation they will first seek permission (which will not be unreasonably withheld) from their supervisor and advise their supervisor of the expected period of absence for the purpose of enabling the supervisor to make alternative work arrangements. Release will occur after approval and prior to the cessation of the shift and allow sufficient time to address the issue. This timeframe may be extended by mutual agreement. In all circumstances the Employee representative(s) will undertake their role in such a manner as to minimise impact on the productivity and efficiency of the workplace, and delivery of customer requirements.
- 24.3 Employee representative(s) shall be provided access when needed to facilities such as a telephone and photocopier.
- 24.4 Employee representative(s), having consulted with the Company and gained consent to attend, shall be allowed reasonable paid time at the appropriate rate for attending proceedings relating to the Dispute resolution procedure.

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24.5 Subject to the following, an Employee representative, (which may include Union representative(s)), will be allowed a combined total of FIVE days paid training leave in each year, subject to consultation and agreement with the Company. The granting of leave is conditional on the Company being provided at least two weeks' notice of the request to take training leave and details of the type, content and duration of the course to be attended. Leave is also conditional on the ability of the Company to grant the leave at the requested time. No more than one Employee representative may take training leave at any one time.

## 25. TRAINING

25.1 The parties to this Agreement recognise that in order to increase efficiency, productivity and international competitiveness of industry, commitment to training and skill development is required.

25.2 Accordingly, the parties commit themselves to:

25.2.1 developing a more highly skilled and flexible workforce;

25.2.2 providing employees with career opportunities through appropriate training to acquire additional skills;

25.2.3 removing barriers to the utilisation of skills acquired; and

25.2.4 determining current and future skill needs of the enterprise.

25.3 The Company will pay for all reasonable training costs incurred by an Employee for Company sponsored/approved courses.

25.4 Where the Company arranges for specialised training outside of normal working hours, training time shall be paid for at ordinary rates or an equivalent amount of ordinary time off may be agreed between the Employee and their manager by mutual agreement.

25.5 For those Employees who due to their current role, are required to maintain a current forklift licence/accreditation, the licence/accreditation is at the Employee's cost.

25.6 In the event that an Employee terminates their employment with the Company within a period of three months of completing a training course, the Employee will be required to reimburse the Company the full cost of such training where the course costs are more than \$500 per head.

25.7 In order to move from C12 to C11, employees will be required to at least satisfy the following:

- Must have at least 6 months experience as a C12 classification operator.
- Must pass a competency-based assessment for the position.
- Ability to work 24/4 & 24/7 rotating shifts.
- Pipemakers have a rotating 12-hour shift from 6:00am to 6:00pm day shift, 6:00pm to 6:00pm night shift.

## 26. RENEGOTIATIONS OF AGREEMENT

The parties endeavor to commence negotiations for a new collective agreement to succeed this Agreement at least 4 months before the nominal expiry date of this Agreement set out in clause 5.2. The parties intend to conclude these negotiations prior to the nominal expiry date.



## **27. UNION MEETINGS**

- 27.1 Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration. This will occur during unpaid breaks.
- 27.2 Meetings are to be timed to minimise inconvenience for all parties.
- 27.3 With prior written approval from the Company, the Union may have guest speakers at Union meetings. The Union must give the Company 2 weeks' notice. Approval will not be unreasonably withheld.

## **28. HEALTH AND SAFETY**

- 28.1 Employees must take all reasonable steps to ensure their safety while at work and that any act or omission by them while at work does not cause any harm to others.
- 28.2 The Employee must be familiar with and always comply with the Company's health and safety policies and procedures. Failure to do this may lead to disciplinary action being taken, which may include termination of employment.
- 28.3 The Employee must report to management any accidents, incidents or hazards arising during the course of employment as soon as possible after they occur or the Employee becomes aware. If the Employee has any concerns in relation to safety or the safety of others in the workplace, they must report it to the Workplace Health and Safety Officer or Safety Representative who will take steps to provide and maintain a safe work environment.
- 28.4 The Company must provide a first aid kit as required by the relevant legislation or regulations operating in the State.
- 28.5 The Company must endeavour to have at least one employee trained to render first aid in attendance when work is performed at an establishment.
- 28.6 The Employee will undertake safety training as required by the Company and or applicable legislation to enable the Employee to fulfil their position requirements safely and competently.
- 28.7 The Employee and the Company agree to observe all relevant safety precautions and procedures as required by current legislation and as directed by the Company, including the wearing and use of any protective clothing and equipment as required and provided by the Company.
- 28.8 The Employee must comply with the Drug and Alcohol policy (Appendix A) that is subject to change from time to time.




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SIGNATURE PAGE

I confirm that this is a true copy of the Agreement which was made between the Company and Employees:

Signed for and on behalf of Pipemakers Pty Ltd ACN 061 712 365 by:


  
Signature  
Name: Joseph Evenwel  
Date: 17/04/2024  
Address: 186 Ingram Rd,  
Acacia Ridge, QLD 4110

The signature of the Company representative was witnessed by:


  
Signature  
Name: Sandeep Sareen  
Date: 17-04-2024  
Address: 186 Ingram Rd.,  
Acacia Ridge, QLD 4110

The above person is authorised to sign the Agreement on behalf of the Company for the following reason/s (e.g. position title):

Signed for and on behalf of the Australian Manufacturing Workers Union by:

Signature:   
Name: Rohan Webb  
Position AMWU State Secretary QLD/NT  
Date: 22 April 2024  
Address: 366 Upper Roma Street, Brisbane QLD 4000

The signature of the Australian Manufacturing Workers Union was witnessed by:

Signature:   
Name: Melissa McAllister  
Date: 22 April 2024  
Address: 366 Upper Roma Street, Brisbane QLD 4000