

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

AUSTRALIAN INDUSTRIAL REGISTRY LOOSE-LEAF CONSOLIDATION

FORD MOTOR COMPANY (VEHICLE INDUSTRY) CONSOLIDATED AWARD 1998

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Workplace Relations Act 1996
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Ford Motor Company of Australia Limited

FORD AUSTRALIA PLANT SUPERVISORS AWARD 1978

(ODN C No. C02940 of 1976)
[Print D4211 [F0018]]
(C No. 34872 of 1998)

FORD AUSTRALIA SALARIED AND TECHNICAL EMPLOYEES AWARD 1978

(ODN C No. C03939 of 1976)
[Print D4210 [F0020]]
(C No. 34871 of 1998)

FORD AUSTRALIA CLERKS' AWARD 1985

(ODN C No. C00165 of 1997)
[Print F9422 [F0054]]
(C No. 34869 of 1998)

PROFESSIONAL ENGINEERS (VEHICLE INDUSTRY) AWARD 1995

(ODN C No. C31896 of 1992)
[Print M2609 [P0518]]
(C No. 34870 of 1998)

VEHICLE INDUSTRY (LONG SERVICE LEAVE) AWARD 1977

(ODN C No. C00183 of 1977)
[Print D3030 [V0021]]
(C No. 34873 of 1998)

**FORD MOTOR COMPANY (VEHICLE INDUSTRY) CONSOLIDATED
AWARD 1998**

Various employees

Vehicle industry

COMMISSIONER LEWIN

MELBOURNE, 30 JUNE 1998

Item 49 review.

ORDER

The Commission orders that an award be made in accordance with the terms set out in the attached draft award.

PART 1 - APPLICATION AND OPERATION OF AWARD

1.1 AWARD TITLE

Ford Motor Company (Vehicle Industry) - Consolidated Award 1998.

1.2 ARRANGEMENT

[1.2 varied by R5474; S5917-T1331 ppc 15Dec99]

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Part 7 - Make Up Workers' Compensation Payments

7.1 Make up of workers' compensation payments

1.3 APPLICATION

1.3.1 This award applies to:

1.3.1(a) the Ford Motor Company of Australia Limited in respect of all its employees who are covered by the classifications of work in this award, and

[1.3.1(b) substituted by S5917-T1331 ppc 15Dec99]

1.3.1(b) the following organisations and their members:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

The Association of Professional Engineers, Scientists and Managers, Australia;

Australian Services Union; and

Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union.

1.3.2 This award applies throughout all States and Territories of the Commonwealth of Australia.

[1.3.3 substituted by S5917-T1331 ppc 15Dec99]

1.3.3 From the date of coming into operation, this award shall constitute the award safety net of terms

and conditions of employment for all employees covered by this award. Accordingly, this award, as varied from time to time, shall be read in conjunction with the prevailing enterprise agreements reached between the unions and the company.

1.4 DATE AND PERIOD OF OPERATION

June 30, 1998

1.5 PREVIOUS AWARDS

[1.5 substituted by S5917-T1331 ppc 15Dec99]

This award supersedes the following awards in respect of Ford employees, but no right, obligation or liability accrued under such awards or variations to it shall be affected by such suppression:

F0018	Ford Australia Plant Supervisors Award 1978
F0019	Ford Australia Vehicle Industry Award 1978
F0020	Ford Australia Salaried Technical Employees Award 1978
F0054	Ford Australia Clerks' Award 1985
P0518	Professional Engineers (Vehicle Industry) Award 1995
V0021	Vehicle Industry (Long Service Leave) Award 1977

1.6 ENTERPRISE FLEXIBILITY PROVISIONS

(See ss.113A and 113B of the Act)

Where Ford or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs the following process shall apply.

1.6.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

1.6.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.

1.6.3 Where agreement is reached an application shall be made to the AIRC.

1.7 DEFINITIONS

1.7.1 Company means Ford Motor Company of Australia Limited.

1.7.2 Union means the relevant organisation of employees whose name appears in 1.3.

1.7.3 AIRC means the Australian Industrial Relations Commission.

1.7.4 ACT means the *Workplace Relations Act 1996*.

1.7.5 Supervisory means fortnightly hired employees as classified in 4.1.2.

1.7.6 Technical refers to fortnightly hired employees as classified in 4.1.3.

1.7.7 Clerical means fortnightly hired employees as classified in 4.1.4.

1.7.8 Engineering means fortnightly hired employees as classified in 4.1.5

[new 1.7.9 inserted by S5917-T1331 ppc 15Dec99]

1.7.9 Non-trade means weekly hired employees as classified in clause 4.1.6 hereof.

[new 1.7.10 inserted by S5917-T1331 ppc 15Dec99]

1.7.10 Trade means weekly hired employees as classified in clause 4.1.7 hereof.

[1.7.9 renumbered as 1.7.11 by S5917-T1331 ppc 15Dec99]

1.7.11 Regular rate means the hourly rate computed by dividing the award rate by 40.

[1.7.10 renumbered as 1.7.12 by S5917-T1331 ppc 15Dec99]

1.7.12 Ordinary rate means the rate of pay for 38 hours in a week. The ordinary hourly rate is obtained by dividing the award rate by 38.

[1.7.11 renumbered as 1.7.13 by S5917-T1331 ppc 15Dec99]

1.7.13 Continuous service means the time which an employee has been under an unbroken contract of employment with the Company. It will not be broken if a break:

[1.7.12(a) renumbered as 1.7.14(a) by S5917-T1331 ppc 15Dec99]

1.7.14(a) has been made with the intention of avoiding leave obligations;

[1.7.12(b) renumbered as 1.7.14(b) by S5917-T1331 ppc 15Dec99]

1.7.14(b) has arisen due to an industrial dispute;

[1.7.12(c) renumbered as 1.7.14(c) by S5917-T1331 ppc 15Dec99]

1.7.14(c) has arisen from stand downs under 3.3 and 3.4;

[1.7.12(d) renumbered as 1.7.14(d) by S5917-T1331 ppc 15Dec99]

1.7.14(d) has been made due to slackness of trade and the employee is re-employed within six months;

[1.7.12(e) renumbered as 1.7.14(e) by S5917-T1331 ppc 15Dec99]

1.7.14(e) has been made by the Company and the employee is re-employed within two months;

[1.7.12(f) renumbered as 1.7.14(f) by S5917-T1331 ppc 15Dec99]

1.7.14(f) is due to any leave authorised by the Company, including a close down without pay;

[1.7.12(g) renumbered as 1.7.14(g) by S5917-T1331 ppc 15Dec99]

1.7.14(g) is due to service as a member of the armed forces (other than as a member of the permanent forces) of the Commonwealth of Australia;

[1.7.12(h) renumbered as 1.7.14(h) by S5917-T1331 ppc 15Dec99]

1.7.14(h) arises from the Company being a successor, assignee or transmittee of the business.

The period of the break in (b), (d) and (e) does not count towards the period of service. Leave entitlements do not accrue during any unpaid parental leave.

1.8 AWARD TO BE AVAILABLE

The Company shall have a copy of this award available at a place on its premises reasonably accessible to employees.

1.9 NOTICE BOARDS

The Company shall permit the erection in a prominent position on its premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which accredited union representatives shall be permitted to post formal union notices signed by the secretary or organiser of the union concerned or by the representative posting them. Any notice posted on a board not so signed may be removed by an accredited union representative or by the Company.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

2.1 CONTINUITY OF WORK AND GRIEVANCE RESOLUTION PROCEDURE

2.1.1 Objective

The objective of the grievance procedure is to resolve grievances promptly and fairly without disruption to the Company's operations and without loss of wages to employees.

2.1.2 Key requirements

In order to fulfil the objective and to enhance effective working relationships it is essential that the procedure encourages:

- improved two-way communication between employees and their supervision,
- resolution of the problem where it initially occurs.

2.1.3 The process

In order to promote the speedy, effective and informal resolution of workplace grievances, the employee with the grievance will first discuss the matter with the immediate supervisor and every effort will be made to resolve it at this early stage. The supervisor will respond to the employee's grievance as soon as possible within their supervisory capacity. It is recognised that not all grievances will be resolved in this way, and therefore a formal process for the resolution of problems following the employee/supervisor interaction will be in accordance with the following procedure.

2.1.3(a) Stage 1 of formal procedure

After having tried to resolve the grievance informally, the employee may refer it to their shop steward or representative for discussion with the supervisor. Alternatively the employee may report it directly to the superintendent or next level of supervision.

2.1.3(b) Stage 2 of formal procedure

If the grievance remains unresolved after discussion at Stage 1, the aggrieved employee and the area shop steward will confer with the immediate supervisor and the next supervisory level. If after discussion the matter remains unresolved the person initiating the grievance (shop steward/representative or employee) will formally document the grievance on a Grievance Report Form.

2.1.3(c) Stage 3 of formal procedure

If the grievance remains unresolved after discussion at Stage 2, the aggrieved employee and the area shop steward will confer with the Area/Department Manager, Senior Shop Steward/Senior Representative and Employee Relations. If the grievance is resolved and an action plan agreed, the plan should be documented on the Grievance Report Form.

2.1.3(d) Stage 4 of formal procedure

If the grievance remains unresolved after discussion at Stage 3, the aggrieved employee and the senior shop steward and/or union official will confer with more senior Management and Employee Relations. If the grievance is resolved and an action plan agreed, the plan should be documented on Grievance Report form.

2.1.3(e) Stage 5 of formal procedure

If the grievance remains unresolved after discussion at Stage 4, the parties may choose one of the following:

2.1.3(e)(i) Providing both parties are agreed, the grievance may be referred to an Independent Arbitrator who will arbitrate between the position of the Employee (Union) and the Company. If the matter is referred to an Independent Arbitrator the parties agree that the decision on the matter will be final and will be accepted by all parties concerned.

or

2.1.3(e)(ii) Either party may elect to make application to the AIRC. If the matter is referred to the AIRC, the parties agree that the decision on the matter will be final, subject to any appeal in accordance with the Workplace Relations Act 1996, and will be accepted by all parties concerned.

2.1.4 Operational and administrative requirements

For any procedure to be effective all parties must be completely committed to following the procedure and the operational and administrative requirements supporting the procedure. These are:

2.1.4(a) At Stage 2 the employee/shop steward/representative initiating the grievance will complete a Grievance Report form. Such forms will be accountable documents and copies will be available to the aggrieved employee, appropriate union representatives and supervision.

2.1.4(b) Stages 1 and 2 will normally take 4 working days, whilst Stages 1 to 4 will occur within 10 working days. Either party may elevate the grievance to the next level within the specified period providing there has been a reasonable opportunity to resolve the problem at the informal level and each of the stages.

2.1.4(c) It is the clear intention of the parties that there will be no industrial action taken by any party whilst the grievance is being handled in accordance with this procedure. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.

2.1.4(d) Employee Relations in each location will be responsible for maintaining completed records of all Grievance Report forms and will, quarterly, prepare a report reviewing procedural activity in the previous three months.

2.1.4(e) For the purposes of 2.1 the employees shop steward/union representative means an employee appointed as shop steward/union representative in the shop or department in which he/she is employed, who upon notification to the employer, will be recognised as the accredited representative of the union to which the employee belongs.

2.1.4(f) Such shop steward/union representative will be allowed the necessary time during work hours to interview the company or its representatives on matters affecting the employees represented by such employee.

2.1.4(g) At all stages of the grievance resolution procedure shop stewards and employee representatives will be allowed the necessary time during working hours to interview an employee(s) or duly accredited union officials.

2.1.4(h) Shop stewards/employee representatives will be granted up to 10 days paid leave per year to undertake training that will assist them in their grievance resolution role.

[2.2 deleted by R5474 from 30Jun98]

[2.3 deleted by R5474 from 30Jun98]

PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

3.1 EMPLOYMENT CATEGORIES

3.1.1 Contract of employment

[3.1.1(a) substituted by S5917-T1331 ppc 15Dec99]

3.1.1(a) Trade and non-trade employees are employed on a weekly basis. Engineering, supervisory, technical, and clerical employees are employed on a fortnightly basis.

3.1.1(b) All employees other than casuals will have a three month probation period before ongoing employment is confirmed.

3.1.1(c) An employee will lose pay for the non-attendance at work, except for paid leave specified in Part 6.

3.1.1(d) An employee will work to the level of their skill and competence and co-operate in maintaining their requisite level of skills and knowledge.

[3.1.1(e) inserted by S5917-T1331 ppc 15Dec99]

3.1.1(e) For trade/non-trade employees, the company or employee may terminate the employment

contract with one hour's notice during the first fifteen working days. The employee will only be paid wages and allowances for time actually worked.

3.1.2 Casual employment

3.1.2(a) The maximum continuous period a casual employee may work on a full-time basis is one month. The employee becomes employed on a fortnightly basis when the period extends beyond one month.

3.1.2(b) A casual employee shall be paid per hour worked one thirty-eighth of the weekly rate prescribed by this award for the work performed plus twenty per cent.

3.1.3 Part-time employment

[3.1.3 substituted by PR917391 ppc 22Apr02]

3.1.3(a)(i) The Company may engage part-time employees to cater for situations such as: peak work loads; work required to be performed on a regular basis but less than full-time; specific short time employment assignments; or sporadic work requirements.

3.1.3(a)(ii) No full-time employee will be dismissed to make way for a part-time employee.

3.1.3(b) Pay and pro rata entitlements

3.1.3(b)(i) A part-time employee will be paid on a pro rata basis to reflect the reduced working arrangements.

3.1.3(b)(ii) An employee working part-time will accrue entitlements on a pro rata basis.

3.1.3(b)(iii) Any termination entitlements payable to an employee will be paid at the rate at which they were accrued.

3.1.3(c) Annual leave

3.1.3(c)(i) Annual leave is taken and paid at the rate at which it was accrued, e.g. leave accrued whilst working part-time will, when taken, be paid at the part-time rate, even if the employee is no longer working part-time.

3.1.3(c)(ii) With the agreement of the Company, the employee may convert annual leave accrued at the part-time rate to the full-time rate. For example, an employee working 50% of the ordinary hours for a full year who has an entitlement to 20 days leave at the 50% rate, may wish to convert the 20 days to 10 days at the full-time rate.

3.1.3(d) Sick leave

An employee working part-time will accrue sick leave entitlements on a pro rata basis and credited as hours. Sick leave entitlements will be debited for the agreed hours that the employee would have worked during the sick leave absence.

3.1.4 Temporary employment

3.1.4(a) The Company may engage temporary employees for a continuous period up to twelve months to cater for situations such as:

3.1.4(a)(i) Peak work loads.

3.1.4(a)(ii) Work required to be performed on a regular basis but less than on a full time basis.

3.1.4(a)(iii) Specific short time employment assignments.

3.1.4(a)(iv) Sporadic work requirements.

3.1.4(b) A temporary employee may be terminated at the Company's discretion, whether at the end of twelve months or otherwise.

3.1.4(c) Temporary employees are entitled to the benefit of all award provisions except the redundancy provisions.

[3.1.4(d) substituted by S5917-T1331 ppc 15Dec99]

3.1.4(d) A temporary employee becomes employed on a weekly (trade/non-trade) fortnightly (engineering, supervisory, technical and clerical) basis when the employment period extends beyond twelve months.

3.1.5 Apprentices

[3.1.5 inserted by S5917-T1331 ppc 15Dec99]

3.1.5(a) Apprenticed trades

The company may engage an apprentice in any apprenticeship trade, which may, from time to time, be proclaimed by an apprenticeship authority.

3.1.5(b) Apprenticeship Authority means:

3.1.5(b)(i) the relevant State authority responsible for apprenticeships; or

3.1.5(b)(ii) an authority or person appointed under the *Workplace Relations Act 1996* for the purposes of this clause.

3.1.5(c) Contract of apprenticeship

Every contract of apprenticeship (indenture) should include:

3.1.5(c)(i) the names of the parties;

3.1.5(c)(ii) the date of birth of the apprentice;

3.1.5(c)(iii) the trade or trades the apprentice is undertaking;

3.1.5(c)(iv) a commitment by the company to teach and instruct the apprentice or allow instruction in the trade being undertaken;

3.1.5(c)(v) the date at which the apprenticeship is to commence; and

3.1.5(c)(vi) all other conditions of apprenticeship.

3.1.5(d) Proportion

The proportion of apprentices to tradespersons will be determined by the relevant legislation.

3.1.5(e) Period of apprenticeship

The probation period will count as part of the apprenticeship.

3.1.5(f) Cancellation or suspension of indenture

3.1.5(f)(i) An indenture of apprenticeship may be suspended or cancelled with the approval of the apprenticeship authority:

3.1.5(f)(i)(a) by mutual consent; or

3.1.5(f)(i)(b) if through lack of orders or financial difficulties, the company is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged; or

3.1.5(f)(i)(c) if, in the opinion of the authority, circumstances exist which render a suspension or cancellation necessary or desirable.

3.1.5(f)(ii) This award overrides any agreement in an indenture inconsistent with this clause.

3.1.5(g) Wage rates

3.1.5(g)(i) The minimum weekly wage for an apprentice is the relevant percentage of the wage rate, rounded to the nearest 5 cents, of a vehicle industry tradesperson level 1 - trainee.

<u>Level</u>	<u>Percentage of wage rate</u>
	%
1st level	60
2nd level	75
3rd level	90
4th level	95

3.1.5(g)(ii) An adult who was a non-trade employee prior to becoming an apprentice will be paid the non-trade wage rate until it falls below the appropriate apprentice wage rate.

3.1.5(h) Overtime and shift work

Where practicable, no apprentice will be required to work overtime or shift work at times which would prevent their attendance at technical school as required by any statute, award or regulation.

3.1.5(i) School fees

An apprentice, subject to reports of satisfactory conduct, will be reimbursed all fees when attending technical college or school.

3.1.6 Trainees

[3.1.6 inserted by S5917-T1331 ppc 15Dec99]

3.1.6(a) Definition of terms

3.1.6(a)(i) Traineeship means a system of training approved by the relevant National, State or Territory Training Authority, comprising structured on-the-job training with an employer and off-the-job training in a technical and further education college or other training provider approved by the State Training Board.

3.1.6(a)(ii) Trainee means an employee who is bound by a traineeship agreement.

3.1.6(a)(iii) Training plan means on and off-the-job objectives, including tasks that need to be accomplished and skills to be acquired.

3.1.6(a)(iv) Training program means the traineeship program in the agreement.

3.1.6(b) Training conditions

3.1.6(b)(i) A trainee will attend an approved on and/or off-the-job training course specified in the traineeship agreement.

3.1.6(b)(ii) The company will allow the trainee to attend the off-the-job training course and provide the trainee with on-the-job training approved by the State Training Board.

3.1.6(b)(iii) The company will provide supervision in accordance with the approved training plan during the traineeship period.

3.1.6(b)(iv) Officers of the State Training Board may monitor the overall training program. Company training records or work books may be used as part of this process.

3.1.6(b)(v) The company may deliver the entire traineeship during the trainee's regular hours of work or alternatively, deliver the on-the-job component during regular hours and the off-the-job component outside regular hours, in accordance with the parties' agreed shared training principle. The traineeship agreement will specify the delivery mode for the off-the-job component.

3.1.6(c) Conditions of traineeship

A trainee will:

3.1.6(c)(i) be engaged as a full-time employee and will be subject to the satisfactory completion of the three month probationary period;

3.1.6(c)(ii) be allowed to be absent from work without loss of continuity of employment to attend structured training; and

3.1.6(c)(iii) undertake a traineeship which may vary between one and two years, to be agreed in advance with the trainee.

3.1.6(d) Wage rates

3.1.6(d)(i)(a) The wage rate for a one year traineeship, delivered entirely in the trainee's regular hours, will be 70% of a vehicle builder level 3A - trainee rate

3.1.6(d)(i)(b) The trainee will be paid at the rate of a vehicle builder level 1 - experienced, once the traineeship is completed and ongoing employment is confirmed.

3.1.6(d)(i)(c) The availability of the one year traineeship will be limited to the company's Geelong operations, with annual intakes of participants to be agreed in advance with the union.

3.1.6(d)(ii) The wage rate for trainees undertaking a two year traineeship, delivered in accordance with the parties' shared training principle, is the vehicle builder level 1 - trainee rate. Progression will be based on the completion of the required VIC units as specified in clause 4.1.6(d) of this award. Completion of this traineeship should facilitate the opportunity for employees to achieve their VIC qualification within a subsequent twelve month period.

3.1.6(d)(iii) The traineeship agreement may restrict a trainee working overtime and shiftwork to ensure the training program is successfully completed.

3.1.6(e) Cancellation of traineeship

3.1.6(e)(i) A traineeship may be cancelled and employment terminated by the company:

3.1.6(e)(i)(a) where there is mutual consent with the trainee; or

3.1.6(e)(i)(b) where there is neglect of duty, inefficiency, malingering or misconduct; or

3.1.6(e)(i)(c) if the company, through lack of orders or financial difficulties, is unable to find suitable employment for a trainee and a transfer to another employer cannot be arranged.

3.1.6(e)(ii) If a dispute occurs in relation to a traineeship being cancelled and the trainee terminated, the matter will be referred to the Australian Industrial Relations Commission (AIRC) whose decision will be final, subject to any appeal under the Act, and will be accepted by all parties concerned.

3.1.6(f) Current employees

An objective of the traineeship program is to provide additional employment and training opportunities for young people. In meeting this objective, the employment status of current employees will not be affected by the introduction of the traineeship program.

3.1.6(g) Review

The traineeship program will be monitored by the parties through their joint training committees.

3.2 ABANDONMENT OF EMPLOYMENT

3.2.1 An employee with less than three months' service will be considered to have abandoned their employment, if they are absent from duty without showing reasonable cause within three consecutive working days of their last attendance or notification of absence.

3.2.2 The absence of any other employee from work for a continuous period greater than three working days without the agreement of the Company and without notification will be initial evidence that they have abandoned their employment. The employee will be considered to have abandoned their employment if, within a period of fourteen days from their last attendance at work or the date of their last notified absence, they have not established to the satisfaction of the Company reasonable cause for the absence.

3.2.3 Termination of employment by abandonment will operate from the date of the last attendance at work or the last day's absence where consent was granted, or the date of the last absence was notified, whichever is later.

3.3 STAND DOWN OF EMPLOYEES

[3.3.1 substituted by S5917-T1331 ppc 15Dec99]

3.3.1(a) The company is able to deduct payment for any day an employee cannot be usefully employed because of a strike or a breakdown in machinery or a stoppage of work for which the company cannot reasonably be held responsible.

3.3.1(b) The company is able to deduct payment for any part of a day on which any employee (except engineers, clerical, technical and supervisory employees) cannot be usefully employed in any plant or complex of plants at any one site where a ban or limitation on the performance of work exists.

3.3.2 Income security benefit

The Company, in consultation with the unions, will endeavour to avoid retrenchments and down time. However, in the event of down time due to shortage of work resulting from a downturn in market demand, an Income Security Benefit will be paid when an employee:

3.3.2(a) Conditions for payment

3.3.2(a)(i) is available for and willing to work, either in their normal job or when it is not available, any other suitable job allocated to the employee. An Income Security Benefit is not payable when an employee is required to work but does not attend for work.

3.3.2(a)(ii) is not under suspension for a disciplinary offence.

3.3.2(a)(iii) is not under notice of termination.

3.3.2(a)(iv) is not receiving Annual Leave, Public Holiday, Long Service Leave payments or any other approved leave.

3.3.2(b) Level of benefit

An employee will be paid half of their regular rate of pay for each shift of down time.

3.3.2(c) Scope of benefit payments

The Company will pay Income Security Benefit for each employee for up to 10 days in each half year (January 1 - June 30, July 1 - December 31). If more than five days down time is required in any half year period, an additional five days down time must be taken using all or a combination of Programmed Days Off (PDO), annual leave, advanced annual leave or long service leave before the Company will pay a further five days at half pay. There will be consistent application across the Company when PDO's or annual leave are advanced.

3.3.2(d) Consultation

The Company will initiate consultation regarding the application of Income Security Benefit in response to forecast changes in the market. Employees and the unions will be given at least two weeks notice of the introduction of down time. An employee who is required to work through periods of down time and their union, will receive at least 48 hours notice before the commencement of each down time period.

3.3.3 Reduced inventory payment (AMWU vehicle division only)

[3.3.3 inserted by S5917-T1331 ppc 15Dec99]

3.3.3(a)(i) Materials means any component parts or materials used by the company in the manufacture of motor vehicles.

3.3.3(a)(ii) Supplier means any corporation, firm or person who supplies materials to the company.

3.3.3(a)(iii) Major vehicle manufacturers means Toyota Motor Corporation Limited, Ford Motor Company of Australia Limited, General Motors-Holden's Automotive Limited, Mitsubishi Motors Australia Limited.

3.3.3(a)(iv) Usefully employed includes gainfully and economically employed without detriment to product quality.

3.3.3(b) The company will, subject to clause 3.3.3(d) hereof, pay an employee half of their regular rate of pay when the employee cannot be usefully employed due to the shortage or non-availability of materials from a supplier caused by an industrial dispute.

3.3.3(c) This payment is limited to:

3.3.3(c)(i) A maximum of ten days in any twelve month period of the employee's employment.

3.3.3(c)(ii) A maximum of four days for any one period where a deduction has been made under clause 3.3.1 hereof.

3.3.3(d) No payment will be required to be made to an employee under clause 3.3.3(b) hereof where the company deducts payment under clause 3.3.1 hereof:

3.3.3(d)(i) if the provisions of clause 3.3.1 hereof are not invoked until three working days after the commencement of an interruption to a supplier's scheduled manufacturing, processing or supply of materials to the company; or

3.3.3(d)(ii) due to a shortage or failure of power supplies or Acts of God affecting a supplier's scheduled manufacturing, processing, or supply of materials to the company; or

3.3.3(d)(iii) as a consequence of any secondary boycott action; or

3.3.3(d)(iv) as a consequence of industrial action undertaken or engaged in at any time by any persons in any of the plants or operations of the major vehicle manufacturers or undertaken or engaged in by members of the AMWU (vehicle division); or

3.3.3(d)(v) the employee, having been advised of the existence of work by their supervisor, refuses or neglects to work; or

3.3.3(d)(vi) in circumstances where any other employee of the company for whom work exists and who, having been advised of the work by their supervisor, refuses or neglects to work;

3.3.3(d)(vii) due to the shortage or non-availability of any materials from a supplier which are imported from outside of Australia; or

3.3.3(d)(viii) within a period of 90 days commencing at the end of a stoppage at any plant or operation of the company in which the employee has directly participated and where the grievance procedure in clause 2.1 of this award has not been followed.

3.4 EMERGENCY PROVISIONS

3.4.1 An interference means a restriction or rationing of electric energy and/or gas and/or emergency disconnection in accordance with appropriate orders or regulations that affects the Company

3.4.2 The Company may deduct from the wages of an employee payment for any part of the day or shift the employee cannot be usefully employed because of an interference, except:

3.4.2(a) if the Company requires the employee to attend work but is not able to usefully employ them, the employee will be paid for two hours' work;

3.4.2(b) where the employee commences work they will be paid for four hours' work;

3.4.2(c) these conditions do not apply to an apprentice.

3.4.3 A day worker who is required to perform some or all their regular hours of work at any time other than on a Sunday will be paid:

3.4.3(a) for work performed on Monday to Friday from 6.00 a.m. to 6.00 p.m. and on Saturday from 7.00 a.m. to noon - regular rate.

3.4.3(b) for work performed between noon and midnight on a Saturday - regular rate plus 25 per cent.

3.4.3(c) for work performed at all other times other than a Sunday - regular rate plus 10 per cent.

[3.4.3(d) varied by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

3.4.3(d) an employee required to commence work between 9.30pm and 6.00am will receive an additional 83 cents.

3.4.4 A shift worker who is required to perform their regular hours of work at any time other than on a Sunday will be paid:

3.4.4(a) for day work or day shift work - regular rate.

3.4.4(b) for work performed between noon and midnight on a Saturday - regular rate plus 25 per cent.

3.4.4(c) for afternoon and night shifts - regular rate plus 10 per cent.

[3.4.4(d) varied by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

3.4.4(d) a shift worker required to commence work between 9.30pm and 6.00am will received an additional 83 cents.

3.4.4(e) an employee who was a shift worker on afternoon and night shifts at the date of the interference and who continues to work on these shifts will not have their shift premiums reduced as a result of these provisions.

3.4.5

3.4.5(a) the Company may alter the time a meal-break is taken and/or the duration in order to avoid or mitigate the effects of the interference, if the commencing time of the meal-break is within one hour of the usual time and it is at least twenty minutes in duration, without being liable to pay penalty rates for work done during the normal meal-breaks.

3.4.5(b) The Company will whenever practicable, consult with the unions concerned before altering meal breaks.

3.5 REDUNDANCY

3.5.1 Redundancy means the situation where the Company determines that it has an excess of employees because of a reduction in work available.

3.5.2 An employee with at least 12 months' continuous service is entitled to two weeks' wages, plus an additional two weeks' wages for each year of continuous service at the ordinary rate if they are terminated because of redundancy.

3.5.3 These payments will be in lieu of any requirement on the Company to give notice, or to make payment in lieu of notice, under 3.6.

3.6 TERMINATION OF EMPLOYMENT

3.6.1 An employee will provide a fortnight's notice or forfeit a fortnight's wages when terminating.

3.6.2 The notice period when the Company terminates employment will be:

Period of Continuous Service	PERIOD OF NOTICE
1 year or less	2 weeks
1 year or more but less than 3 years	2 weeks
3 years or more but less than 5 years	3 weeks
5 years and over	4 weeks

or by the payment of the equivalent weeks' wages. The period of notice is increased by 1 week if the employee is over 45 years of age and has more than 2 years' continuous service with the Company. In respect of casual employees one hours notice of employment may be given, in which case wages will be paid for time actually worked.

3.6.3 Notice may be given at any time but will expire at the ordinary finishing time of a working day or shift. A notice period relates only to whole days or shifts.

3.6.4 Notice is not required when the Company dismisses an employee for malingering, inefficiency, neglect of duty or misconduct. Wages will only be paid up to the time of dismissal.

3.6.5 The employee will continue work until the expiration of the notice period. An employee will be considered to have abandoned their employment if they are absent from work without reasonable cause during the notice period and will not be entitled to be paid for work done in that period.

3.6.6 An employee may request and be granted leave of absence without pay for up to one day to look for alternative employment when the Company has given notice.

3.7 ANTI-DISCRIMINATION

3.7.1 It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the Workplace Relations Act 1996 through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural

extraction or social origin

3.7.2 Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effect.

3.7.3 Nothing in this clause is taken to affect:

3.7.3(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.

3.7.3(b) an employee, employer or registered organisation , pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

3.7.3(c) the exemption in s. 170CK(3) and (4) of the Act.

PART 4 - WAGES AND RELATED MATTERS

4.1 WAGE RATES AND CLASSIFICATIONS

[4.1 varied by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

A central requirement of the classification structure is that employees at all levels perform work to the level of their skill and competence and co-operate in maintaining their requisite level of skills and knowledge.

4.1A. Arbitrated safety net adjustment

[4.1A substituted by PR931660 ppc 31Oct02]

The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review - Wages May 2002 decision [Print PR002002]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

4.1.1 Demarcation

[4.1.1 substituted by R5474 from 30Jun98]

Employees will perform work to the level of their training, including a wider range of duties which is incidental or peripheral to their main task or function.

4.1.2 Supervisory Employees

4.1.2(a) Wage Rates

[4.1.2(a) substituted by R7436 S5917-T1331 T1053 PR917832; PR931660 ppc 31Oct02]

Employees classified below will be paid the following minimum weekly rate of pay.

Level	Wage Rate \$	Trade Certificate	POST TRADE CERTIFICATE	Advanced Certificate \$	M'ment Certificate	Develop of competence	Multi-Discipline Experience \$
1	632.18	26.26	42.02	42.02		31.51	
2	703.76		42.02	42.02			26.26
3(a)	789.66			42.02	42.02		26.26
3(b)	837.38			42.02	42.02		26.26

4.1.2(b) Classification definitions

4.1.2(b)(i) Level 1 - Supervisor (non-trades)

An employee at this level is responsible for the supervision of non-trade employees. Responsibilities at this level will involve one or any combination of production, line feed, stores, quality or production support functions.

4.1.2(b)(ii) Level 2 - Supervisor (non-trades) or Supervisor (trades)

An employee at this level is responsible for the supervision of trade and/or non-trade employees in the work functions described in level 1. A level 2 supervisor (non-trades) will have achieved a higher level of competence through experience and training than a level 1 supervisor.

A supervisor (trades) is a supervisor with 50% or more direct subordinates who are tradespeople.

The normal formal qualification for this level is an advanced trades certificate, post trade certificate, advanced supervision certificate or equivalent accredited training.

4.1.2(b)(iii) Level 3(a) - Senior supervisor or general supervisor

An employee at this level is responsible for:

- the supervision of level 1 and/or level 2 supervisors; or
- the supervision of level 1 and/or level 2 supervisors and trade/non-trade employees;
- the supervision of trade and/or non-trade employees, but in addition, substituting for management as required, carrying out particular planning assignments, providing training and advice to other supervisors, and acting as co-ordinator of unit activities.

The normal formal qualification for this level is an advanced trades certificate and a management certificate or equivalent accredited training.

4.1.2(b)(iv) Level 3(b) - Superintendent

An employee at this level is responsible for the planning, management and direction of a major production or trades operation involving the supervision of level 1 and/or level 2 and/or level 3 (a) supervisors.

The normal formal qualification for this level is an advanced trades certificate and management certificate or equivalent accredited training.

4.1.2(c) Progression

4.1.2(c)(i) Supervisors (Non-trade) will be appointed at level 1 and will progress to level 2 on the achievement of:

4.1.2(c)(i)(1) a minimum of four years experience at level 1 which may be discounted by up to one year for post-secondary qualifications e.g. Trade Certificate.

4.1.2(c)(i)(2) consistent satisfactory plus performance rating during the previous two year period.

4.1.2(c)(i)(3) a minimum of 6 months operating experience in at least three areas/functions and achievement of satisfactory plus performance ratings in each area/function.

Development of competence increments for level 1 supervisors will be paid for years 1 and 2 providing satisfactory performance is achieved and the employee commits to accepting assignments in other areas/functions in order to satisfy the criteria for progressing to level 2.

4.1.2(c)(ii) Supervisors of trade employees will be appointed directly to level 2.

4.1.2(c)(iii) Progression from level 2 to level 3 will be by promotion to a designated position.

4.1.2(c)(iv) The relativities of the three level structure to the base trade rate are as follows:

Level 1	122%
Level 2	137%
Level 3(a)	155%
Level 3(b)	165%

4.1.2(c)(v) The structure, inclusive of horizontal recognition factors and relativities, is as follows:

Level	Agreed Formal Qualifications		Multi-Discipline Experience	Development of Competence Modules
Level 3(b) 165%	Mgt Cert.	8%	5%	
Level 3(a) 155%	Advanced Trades Cert OR Equivalent Accred. Trg	8%		
Level 2 137%	Post Trade Cert. Advanced Cert. OR Equivalent Accred. Trg	8%	5%	
Level 1	Trade Cert	5%		Module 1 2%

122%	Post Trade Cert	8%	Module 2	2%
	Advanced Cert	8%	Module 3	2%
			Module 4	-

All percentages relate to the Base Trade rate. Each development of competence module is expected to be of 1 years duration.

4.1.2(c)(vi) The normal formal qualifications are relevant to the supervisory fields and the levels of responsibility as stated. While these qualifications are appropriate for each level, they will be recognised on the horizontal scale as a separate recognition factor rather than mandatory criteria for progression to a higher level.

Accredited training will be determined in conjunction with TAFE and is planned to take account of work skills and experience (up to 25% of stipulated hours) and internal/external courses.

4.1.2(c)(vii) The objective of the development of competence and multi-experience factors is to encourage employees to cross-skill and acquire experience in other fields of work/streams/structures.

4.1.2(d) Higher duties

Higher duties will only apply when a level 1 or 2 employee is required to perform the full range of duties encompassed in a designated level 3 position for 4 or more weeks.

4.1.3 Technical Employees

4.1.3(a) Wage Rates

[4.1.3(a) substituted by R7436 S5917-T1331 T1053 PR917832; PR931660 ppc 31Oct02]

Employees classified below will be paid the following minimum weekly rate of pay.

LEVEL	Wage Rate \$	Post Trade Certificate \$	Advanced certificate \$	Assoc. diploma \$	Diploma \$	M'ment Certificate/ additional accred. \$	Develop of competence \$	Multi Discipline Experience \$
1(a)	558.60	42.02					42.02	
1(b)	632.18		42.02	42.02			21.00	
2	703.76			42.02	42.02			26.26
3	789.66				42.02	42.02		26.26
4	908.96					42.02		

4.1.3(b) Classification definitions

4.1.3(b)(i) Level 1 - Technician

A person who performs technical/draughting/planning duties, under the direction of technical staff, in a specified field of engineering or scientific practice, or in the production of plant/components/equipment/goods by engineering processes, or in the making of detail drawings of designs.

Within level 1, there will be two subdivisions - 1(a) and 1(b) - to facilitate career progression where:

- employees with advanced trade certificate qualifications will enter the technical structure at level 1(b);
- employees with post trade certificate qualifications or trade certificate will enter the technical structure at level 1(a).

The normal formal qualification for a level 1(b) employee is an advanced trade certificate and for a level 1(a) employee, a trade certificate.

4.1.3(b)(ii) Level 2 - Technical officer

A person who performs technical/draughting/planning duties in a specific field of engineering or scientific practice, or in the production of plant/components/ equipment/goods by engineering processes, or in the making of drawings of major designs.

The normal formal qualification for a level 2 employee is an associate diploma or equivalent accredited training.

4.1.3(b)(iii) Level 3 - Senior technical officer

A person who has had experience as a level 2 technical officer and who carries out duties relating to a specialised range of operations more complex than that encompassed by a level 2 technical officer and is required to consistently make independent decisions on significant matters. Responsibilities at this level may, at the direction of the employer, also incorporate a leading or co-ordinating role.

The normal formal qualification for a level 3 employee is a diploma or equivalent accredited training.

4.1.3(b)(iv) Level 4 – Principal technical officer

[4.1.3(b)(iv) inserted by S5917-T1331 ppc 15Dec99]

A level 3 technical employee who has completed additional accredited education and training (which may be, in the case of engineering/science, one year full-time or two years part-time) or equivalent competency, so as to reach a standard equivalent to a four year degree and who is required to perform work at the level set out in level 2 of the professional engineers structure.

Scope of work

4.1.3(b)(iv)(a) Perform technical work requiring knowledge of more than one field or expertise, involving considerable independence, originality and judgement.

4.1.3(b)(iv)(b) Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed technical guidance may be available.

4.1.3(b)(iv)(c) Outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other technical staff.
And is either a:

Technical specialist

Makes some original contribution or applies new approaches and techniques to the design or development of equipment or specific aspects of procedures, facilities and buildings.

Deals with the problems for which it is necessary to modify established guides.

Makes responsible decision on matters assigned, including the establishment of standards and procedures, consults, recommends and advises in specialty areas.

Or a:

Project manager

Carries out a project management role, being responsible for all aspects from initiation to completion and for the technical and financial aspects of multi-disciplinary projects.

Makes responsible decisions on matters assigned, including the establishment of standards and procedures, consults, recommends and advises in specialty areas.

Or a:

Technical co-ordinator

Supervises and directs the work of others (e.g. technical employees, contract draughtspersons, trades).

Supervises subcontractors and suppliers in aspects of work to ensure technical and commercial specifications are met.

Makes responsible decisions on matters assigned, including the establishment of standards and procedures, consults, recommends and advises in specialty areas.

The employee may:

- undertake particularly complex design or development activity relating to equipment systems or facilities;
- co-ordinate work programs;
- manage a varied group of technical employees; or
- provide technical advice to management and operating departments.

4.1.3(c) Progression

4.1.3(c)(i) Progression from level 1 to level 2 will be based on the development of competence however:

4.1.3(c)(i)(1) For employees entering the structure with the advanced certificate qualifications, i.e. at level 1(b), progression to level 2 will be upon successful completion of two modules of development of competence training.

4.1.3(c)(i)(2) For employees entering the structure with Post Trade Certificate qualifications, i.e. at level 1(b), progression to level 1(a) will be upon successful completion of two modules of development of competence training. Progression to level 2 will be upon successful completion of a further two modules of development of competence training at level 1(b).

4.1.3(c)(i)(3) For employees entering the structure with the Trade Certificate qualification, i.e. at level 1(a), progression to level 1(b) will be upon successful completion of four modules of development of competence training. Progression to level 2 will be upon successful completion of a further two modules of development of competence training at level 1(b).

4.1.3(c)(ii) Progression from level 2 to level 3 will be subject to the following criteria:

4.1.3(c)(ii)(1) Promotion by the Company to a designated position; or

4.1.3(c)(ii)(2) By upgrading the employee to a level 3 position in the following circumstances:

- the employee possesses a relevant Diploma qualification or agreed equivalent accredited training and,
- the employee has worked at level 2 for at least 5 years and,
- the employee has completed agreed multi discipline experience at level 2 and,
- the employee must be responsible for identifiable work outcomes which demonstrate the ability to work consistently and competently at level 3 and,
- the Company must have determined that there is a need for an additional employee to perform consistently at level 3 and,
- the employee must be assessed by the Company in accordance with its normal practices as having the necessary attributes of employees at that level.

[new 4.1.3(c)(iii) inserted by S5917-T1331 ppc 15Dec99]

4.1.3(c)(iii) Progression from level 3 to level 4 will be subject to the following criteria:

4.1.3(c)(iii)(1) promotion by the company to a designated position; or

4.1.3(c)(iii)(2) by upgrading the employee to a level 4 position in the following circumstances:

4.1.3(c)(iii)(2)(A) the employee possesses a relevant degree qualification or agreed equivalent accredited training; and

4.1.3(c)(iii)(2)(B) the employee has worked at level 3 for at least 2 years; and

4.1.3(c)(iii)(2)(C) the employee must be responsible for identifiable work outcome which demonstrate the ability to work consistently and competently at level 4; and

4.1.3(c)(iii)(2)(D) the company must have determined that there is a need for an additional employee to perform consistently at level 4; and

4.1.3(c)(iii)(2)(E) the employee must be assessed by the company in accordance with its normal practices as having the necessary attributes of employees at that level.

[4.1.3(c)(iii) renumbered as 4.1.3(c)(iv) and varied by S5917-T1331 ppc 15Dec99]

4.1.3(c)(iv) The relativities of the four level structure to the base trade rate are as follows:

Level 1(a)	107%
Level 1(b)	122%

Level 2	137%
Level 3	155%
Level 4	180%

[4.1.3(c)(iv) renumbered as 4.1.3(c)(v) and varied by S5917-T1331 ppc 15Dec99]

4.1.3(c)(v) The structure, inclusive of horizontal recognition factors and relativities, is as follows:

Level	Agreed Formal Qualifications		Multi-Discipline Experience	Development of Competence Modules	
Level 4 180%	4 year degree or equivalent	8% for additional accredited qualification			
Level 3 155%	Mgt Cert. Diploma	8% 8%	5%		
	OR				
	Equivalent Accred. Trg	8%			
Level 2 137%	Assoc Diploma Diploma	8% 8%	5%		
	OR				
	Equivalent Accred. Trg	8%			
Level 1(b) 122%	Advanced Cert. Assoc. Diploma	8% 8%		Module 1 Module 2	2% 2%
Level 1(a) 107%	Post Trade Cert	8%		Module 1 Module 2 Module 3 Module 4	2% 2% 2% 2%

All percentages relate to the Base Trade rate. Each development of competence module is expected to be of 1 years duration.

[4.1.3(c)(v) renumbered as 4.1.3(c)(vi) by T1331 ppc 15Dec99]

4.1.3(c)(vi) The normal formal qualifications are relevant to the technical fields and the levels of responsibility shown. While these qualifications are appropriate for each level, they will be recognised on the horizontal scale as a separate recognition factor rather than mandatory criteria for progression to a higher level.

Accredited training will be determined in conjunction with TAFE and is planned to take account of work skills and experience (up to 25% of stipulated hours) and internal/external courses.

[4.1.3(c)(vi) renumbered as 4.1.3(c)(vii) by T1331 ppc 15Dec00]

4.1.3(c)(vii) It is agreed that recognition for multi-skilling experience be available at levels 2 and 3.

Recognition for multi-skilling experience will cover three areas:

1. Within a field of work, e.g. mechanical to electrical drafting.
2. Within a stream, e.g. drafting to planning.
3. Across a structure, e.g. technical to supervisory.

The extent of this factor is to encourage employees to cross skill and acquire experience in other fields of work/streams/structure. This factor would also assist in career pathing employees. Planning for multi-skilling experiences will need to integrate the wishes of individual employees and the needs of the Company.

4.1.3(d) Higher duties

Higher duties will only apply when a level 1 or 2 employee is required to perform the full range of duties encompassed in a designated level 3 position for 4 or more weeks.

4.1.4 Clerical employees

4.1.4(a) Wage rates

[4.1.4(a) substituted by R5474; PR917832; PR931660 ppc 31Oct02]

Employees classified below will be paid the following minimum weekly rate of pay.

Level	Wage rate	Adv'd Certificate	Assoc. Diploma	Diploma	Develop of competence	Equivalent accred. training
	\$	\$	\$	\$	\$	\$
1	499.35				31.51	
2	563.40	42.02				42.02
3	625.40		42.02	42.02		42.02

The relativities of the three level structure to the base trade are as follows:

- Level 1 95%
- Level 2 108%
- Level 3 121%

Level	Agreed Formal Qualifications	Development of Competence Modules
Level 3	Associate Diploma in Business Studies	8%
121%	Diploma in Business Studies	8%
	OR	
	Equivalent Accredited Training	8%
Level 2	Advanced Certificate in	8%

108%	Business Studies			
	OR			
	Equivalent Accredited Training	8%		
Level 1			Module 1	2%
95%	H.S.C.	5%	Module 2	2%
			Module 3	2%
			Module 4	-

All percentages relate to the Base Trade rate. Each development of competence module is expected to be of 1 years duration.

4.1.4(b) Classification definitions

4.1.4(b)(i) Level 1 - Clerk

In general, tasks are performed in accordance with developed procedures, or by reference to established guidelines and/or precedents and under direct, regular supervision. Duties include preparation of schedules, the maintenance of data from source documents the processing of accounts, the maintenance of records and statistical summaries involving mathematical competence, ability to input and output from computer terminals within prescribed procedures, the operation of word processing equipment and the preparation of routine correspondence.

The normal formal qualification for a level 1 employee is successful completion of year 12.

4.1.4(b)(ii) Level 2 - Administrative clerk

In general, tasks are performed without the need for close supervision and are more complex than for level 1, requiring a detailed knowledge and experience of clerical practices and procedures. Duties include the preparation of detailed statistical summaries and reports, minor analysis of financial data in appropriate accounts, minor reconciliations, operating within a computer based environment which requires detailed knowledge of inputting and outputting procedures, non-routine correspondence, providing administrative assistance and guidance and training to other clerical employees.

The normal formal qualification for a level 2 employee is an advanced business certificate.

4.1.4(b)(iii) Level 3 - Administrative officer

In general, tasks are performed without the need for prior instruction or direct supervision and require the exercise of a high degree of initiative, discretion, and the ability to liaise and negotiate with others. Responsibilities include complex analysis which may be defined broadly in terms of objectives with flexibility as to methods of execution. Duties include the analysis and interpretation of historical data involving costs, material usage and sales, forward projections and the preparation of detailed reports for management. Duties may require the knowledge of financial principles, considerable flexibility in the use of mechanised systems and the co-ordination or training of other clerical employees.

The normal formal qualification for a level 3 employee is an associate diploma in business studies.

4.1.4(c) Higher duties

Higher duties will only apply when a level 1 or 2 employee is required to perform the full range of duties encompassed in a designated level 3 position for more 4 or more weeks

4.1.5 Professional engineers

4.1.5(a) Salary rates

[4.1.5(a) substituted by S5917-T1331 PR917832; PR931660 ppc 31Oct02]

Employees classified below will be paid the following minimum annual salary:

Classification	\$
Level 1 Professional engineer (qualified)	33.784
Level 2 Professional engineer (experienced)	40.197
Level 3B Professional engineer (senior)	44.548
Level 3A Professional engineer (specialist)	51.065

4.1.5(b) Classification definitions

4.1.5(b)(i) Level 1 Qualified engineer

Assignments are initially of a limited scope and complexity involving such matters as minor phases of broader assignments; however, with increasing experience can be expected to carry out more responsible and varied engineering assignments, requiring general familiarity with a broad field of engineering and knowledge of reciprocal effects of the work upon other fields. In carrying out these duties the engineer uses a variety of

standard engineering methods and techniques in solving problems and progressively can be expected to make modifications to such methods and techniques as appropriate. May assist more senior engineers in carrying out technical tasks requiring accuracy in calculation, completeness of data and adherence to prescribed testing, analysis, design or computation methods. May co-ordinate/supervise the activities of other employees up to this level.

4.1.5(b)(ii) Level 2 Experienced engineer

Commences at this level on more responsible assignments and generally works independently without detailed supervision, but with access to technical guidance. With experience and the acquisition of sound judgement carries out duties requiring the application of mature engineering knowledge with scope for individual accomplishment and co-ordination of difficult and responsible engineering assignments. Deals with problems for which it is necessary to modify established guides and devise new approaches.

May make some original contribution and/or apply new approaches and techniques to design or development of equipment of specific aspects of products, facilities and buildings. May co-ordinate the activities of other employees up to this level.

4.1.5(b)(iii) Level 3B Senior engineer

Represents the first level of sustained co-ordination of other professional engineers or full specialisation. Performs professional engineering work involving considerable independence in approach and demands a higher degree of originality, ingenuity and judgement. Requires knowledge of more than one field of engineering or is an expert in a particular field of engineering. Initiates and/or participates in short and

long-range planning and makes independent decisions on engineering policies and procedures within an overall program. Gives technical advice to management and operating departments. May take detailed technical responsibility for the development and provision of specialised engineering systems, facilities and functions. Co-ordinates work programs and directs or advises on the use of equipment and material.

4.1.5(b)(iv) Level 3A Specialist engineer

Requires responsible decisions not subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and makes recommendations involving large sums or long-range objectives and oversees implementation of those recommendations. Duties are assigned only in terms of broad objectives, and are reviewed for policy, soundness or approach, accomplishment and general effectiveness.

Engineers at this level would normally be expected to hold and apply the knowledge gained from an additional accredited qualification in their area of speciality, i.e. may not be higher degree.

4.1.5(c) Progression

Level 1 to 2 Completion of a minimum of 4 years experience and demonstrated competence/performance at level 1; or

By appointment by the Company to a level 2 position.

Level 2 to 3B Appointment by the Company to a designated level 3B position.

Level 3B to 3A Progression from senior engineer to specialist engineer will be by satisfying all of the following:

- (i) Appointment to a designated position determined by the Company.
- (ii) Demonstrated performance as a level 3B engineer.
- (iii) Applies knowledge normally obtained from or equivalent to that of a higher degree qualification in a specific area.

4.1.6 Non-trade employees

[4.1.6 inserted by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

4.1.6(a) Wage rates

The minimum weekly wage to be paid to employees classified below will be:

<u>Classification</u>	\$
Vehicle builder level 3A - experienced	542.70
Vehicle builder level 3A - entry level	525.80
Vehicle builder level 3B - experienced	514.80
Vehicle builder level 3B - entry level	499.30
Vehicle builder level 2 - experienced	489.50
Vehicle builder level 2 - entry level	478.60
Vehicle builder level 1 - experienced	474.00

4.1.6(b) Relief operators

[4.1.6(b) substituted by PR917832; PR931660 ppc 31Oct02]

4.1.6(b)(i) \$23.30 per week is payable to an employee in excess of their weekly wage when performing relief tasks as per clause 5.4.2 of this award.

4.1.6(c) Vehicle industry certificate (VIC)

The VIC is awarded to an employee who completes a prescribed course of knowledge acquisition and skills development accredited nationally by appropriate training systems in each State. The VIC is compulsory for new non-trades employees and is to be completed within three years. To satisfy the requirements of the VIC, the employee will be required to complete 40 units of which 20 units will be gained through off-the-job training (knowledge units) and 20 units will be gained through achievement of competence in tasks on-the-job (skill units).

4.1.6(d) Progression

4.1.6(d)(i) Progression through the non-trades wage structure to level 3B is determined by the number of units of the VIC completed by the employee and the competent application of this skill and knowledge:

<u>Level</u>	<u>Mix of skill and knowledge</u>
1	4 units (2 skill and 2 knowledge)
2	22 units (12 skill and 10 knowledge)
3B	40 units (20 skill and 20 knowledge)
3A	by appointment only

4.1.6(d)(ii) Vehicle builder level 3A is a designated specialist position responsible for complex operations/processes/functions which are broadly the equivalent of the base level trade position in terms of skill, responsibility, training and experience. Characteristics of level 3A work are the ability to work without assistance and achieve, in a quality way, the desired output and the exercise of discretion in the performance of key elements of the work.

4.1.6(d)(iii) An employee appointed to a designated position will have completed the VIC or agreed equivalent and be able to demonstrate all the required competencies for the duties and responsibilities of the position. If necessary, a training plan will be developed to ensure the employee acquires the skills and knowledge needed to undertake the position.

4.1.6(d)(iv) New employees are given RPL (recognition for prior learning) credits based on previous training and experience. The number of units accredited toward the VIC from this process determines the entry level wage rate for a new employee in accordance with the above progression table.

4.1.6(d)(v) Progression between the entry level and experienced rates at any level will be based on the completion of a minimum of two skill and two knowledge units. Progression between any level in the structure requires the completion of a minimum of three skill and three knowledge units. The requirements between paypoints and levels are not considered cumulative but are concurrent.

4.1.6(e) General duties and responsibilities

A non-trade employee will, to the level of their training and competence:

4.1.6(e)(i) apply, develop and implement quality control techniques and be responsible for the quality of their own work and, as required, the overall quality of the component or product as it passes through their workstation/area;

4.1.6(e)(ii) carry out repair and/or rectification work as required;

4.1.6(e)(iii) provide guidance, assistance and job instruction in conjunction with supervisors and trainers as required;

4.1.6(e)(iv) apply, develop and implement policies, practices and procedures in relation to:

- improving product quality;
- improving levels of efficiency/productivity;
- occupational health and safety;
- housekeeping;
- the role and responsibility of the team and its members;
- use and routine maintenance of appropriate tools and equipment;
- use of computer-based equipment in the performance of the tasks undertaken at each level;
 - elimination of waste of materials, effort, manpower or energy;
 - production processes, controls and improvements;
 - problem solving and communications techniques.

4.1.6(f) Drivers

4.1.6(f)(i) Transport driver outside is an employee that drives a vehicle outside of the plant boundaries and holds the appropriate license. The company will pay for drivers' license fees for endorsed licenses where the employee needs such a license in the full-time performance of their duties.

4.1.6(f)(ii) Driver inside is an employee that drives vehicles between plants of the company or between different buildings or areas of the company's establishment, which plant's buildings or areas are not more than 400 meter's apart in a direct line. Drivers inside will be paid in accordance with the non-trades VIC structure to levels 1, 2 and 3B of clause 4.1.6(a) hereof.

4.1.7 Trade employees

[4.1.7 inserted by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

4.1.7(a) Wage rates

The minimum weekly wage to be paid will be:

Classification	\$
Vehicle industry tradesperson level 6 - experienced	693.20
Vehicle industry tradesperson level 6 - entry level	670.40
Vehicle industry tradesperson level 5 - experienced	668.40
Vehicle industry tradesperson level 5 - entry level	646.50
Vehicle industry tradesperson level 4 - experienced	616.90
Vehicle industry tradesperson level 4 - entry level	596.80
Vehicle industry tradesperson level 3 - experienced	592.20
Vehicle industry tradesperson level 3 - entry level	572.90
Vehicle industry tradesperson level 2 - experienced	567.50
Vehicle industry tradesperson level 2 - entry level	549.10
Vehicle industry tradesperson level 1 - experienced	542.70
Vehicle industry tradesperson level 1 - entry level	525.20

4.1.7(b) Classifications and definitions

Classification Definition

Vehicle industry tradesperson

grade 1 - experienced An employee who:

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 1 - inductee has demonstrated competence in all of the following:

working without assistance and achieving desired output;

achieving quality outcomes on work performed;

maintaining housekeeping standards; and

conforming to specified health and safety standards; or

(2) was previously classified as a fourth year apprentice (including fourth year adult apprentices) and who has completed all training as required;

and who:

(ii) exercises the full range of skills obtained from a trade certificate or agreed equivalent.

Vehicle industry tradesperson

grade 1 - inductee A new employee who has, and exercises, the full range of skills attained from a trade certificate or agreed equivalent and, where undertaken, modules of a post-trade certificate or agreed equivalent in one of the following streams:

electrical/electronic;

mechanical; and

vehicle building/fabrication/support.

Vehicle industry tradesperson

grade 2 - experienced An employee who

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 2 -

inductee has demonstrated competence in all of the following:

working without assistance and achieving desired output;
achieving quality outcomes on work performed;
maintaining housekeeping standards;
conforming to specified health and safety standards; or

(2) was previously classified as a vehicle industry tradesperson grade 1 and who has completed all training as required;

and who:

(ii) (1) holds a trade certificate with recognised experience on plant, equipment, tooling, processes, or control systems similar to that in vehicle manufacturing; and

(2) has completed a minimum of 33 per cent of modules of an agreed post-trade certificate or agreed equivalent;

(3) has demonstrated competence in vehicle industry tradesperson grade 1 - experienced skills and who performs grade 1 tasks as required; and

(4) to the level of his/her training and competence attained from the completion of his/her trade certificate and a minimum of 33 percent of modules of an agreed post-trade certificate or agreed equivalent, exercises his/her skills in the performance of any combination of the tasks of manufacturing, installing, testing, calibrating, repairing, diagnosing, maintaining and modifying in relation to any of the following:

machinery, plant and/or equipment;
components of complex control systems;
tooling fixtures and associated equipment;
equipment and components associated with product development, test and evaluation; and

(5) performs work under minimal supervision working either individually or in a team environment.

Vehicle industry tradesperson

grade 2 - inductee A new employee who holds and exercises the skills obtained from a trade certificate and a minimum of 33 per cent of modules of an agreed post-trade certificate or an agreed equivalent.

Vehicle industry tradesperson

grade 3 - experienced An employee who:

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 3 - inductee has demonstrated competence in all of the following:

working without assistance and achieving desired output;
achieving quality outcomes on work performed;
maintaining housekeeping standards;
conforming to specified health and safety standards; or

(2) was previously classified as a vehicle industry tradesperson grade 2 - experienced and who has completed all training as required;

and who:

(ii) (1) holds a trade certificate with recognised experience on plant, equipment, tooling, processes, or

control systems similar to that in vehicle manufacturing; and

(2) has completed a minimum of 66 per cent of modules of an agreed post-trade certificate or agreed equivalent; and

(3) has demonstrated competence in vehicle industry tradesperson grade 1 and 2 skills and who performs grades 1 and 2 tasks as required; and

(4) to the level of his/her training and competence attained from the completion of his/her trade certificate and a minimum of 66 percent of modules of an agreed post-trade certificate or agreed equivalent, exercises his/her skills in the performance of any combination of the tasks of manufacturing, installing, testing, calibrating, repairing, diagnosing, maintaining and modifying in relation to any of the following:

machinery, plant and/or equipment;

components of complex control systems;

tooling fixtures and associated equipment; or

equipment and components associated with product development, test and evaluation; and

(5) performs work under limited supervision either individually or in a team environment.

Vehicle industry tradesperson

grade 3 - inductee A new employee who holds and exercises the skills obtained from a trade certificate and a minimum of 66 percent of modules of an agreed post-trade certificate or an agreed equivalent.

Vehicle industry tradesperson

grade 4 - experienced An employee who:

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 4 - inductee has demonstrated competence in all of the following:

working without assistance and achieving desired output;

achieving quality outcomes on

work performed; maintaining housekeeping standards; and

conforming to specified health and safety standards; or

(2) was previously classified as a vehicle industry tradesperson grade 3 - experienced and who has completed all training as required;

and who:

(ii) (1) holds a trade certificate with recognised experience on plant, equipment, tooling, processes, or control systems similar to that in vehicle manufacturing; and

(2) has completed an agreed post-trade certificate or agreed equivalent; and

(3) has demonstrated competence in vehicle industry tradesperson grade 1, 2 and 3 skills and who performs grade 1, 2 and 3 tasks as required; and

(4) to the level of his/her training and competence attained from the completion of his/her trade certificate and agreed post-trade certificate or agreed equivalent, exercises his/her skills in the performance of any combination of the tasks of manufacturing, installing, testing, calibrating, repairing, diagnosing, maintaining and modifying in relation to any of the following:

machinery, plant or equipment incorporating complex control system(s) utilising one or a combination of electrical, electronic, mechanical, hydraulic and pneumatic principles; or
components of complex control systems; or

tooling fixtures and associated equipment; or
work as a developmental or experienced tradesperson; and

(5) performs work under minimal supervision working either individually or in a team environment.

Vehicle industry tradesperson

grade 4 - inductee A new employee who holds and exercises the skills obtained from a trade certificate and an agreed post-trade certificate or agreed equivalent.

Vehicle industry tradesperson

grade 5 - experienced An employee who:

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 5 - inductee has demonstrated competence in all of the following:

working without assistance and achieving desired output;
achieving quality outcomes on work performed;
maintaining housekeeping standards; and
conforming to specified health and safety standards; or

(2) was previously classified as a vehicle industry tradesperson grade 4 - experienced and who has completed all training as required;

and who:

(ii) (1) holds a trade certificate with recognised experience on plant, equipment, tooling, processes, or control systems similar to that in vehicle manufacturing; and

(2) has completed a minimum number of agreed modules of an agreed advanced certificate or agreed equivalent; and

(3) has demonstrated competence in vehicle industry tradesperson grade 1, 2, 3 and 4 skills and who performs grade 1, 2, 3 and 4 tasks as required; and

(4) to the level of his/her training and competence attained from the completion of his/her trade certificate and agreed number of modules of an agreed advanced certificate or agreed equivalent, exercises his/her skills in the performance of any combination of the tasks of manufacturing, installing, testing, calibrating, repairing, diagnosing, investigating, maintaining and modifying in relation to any of the following:

machinery, plant or equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry; or
machinery, plant and equipment, incorporating complex control systems which utilise some complicated combination of electrical, electronic, mechanical, hydraulic and pneumatic principles; or
sophisticated diagnostic maintenance and test equipment; or
sophisticated tooling and equipment; or
sophisticated diagnostic product evaluation equipment; and

(5) performs work under minimal supervision and technical guidance.

Vehicle industry tradesperson

grade 5 - inductee A new employee who holds and exercises the skills obtained from a trade certificate and a minimum number of agreed modules of an agreed advanced certificate or an agreed equivalent.

Vehicle industry tradesperson

grade 6 - experienced An employee who:

(i) (1) after serving a minimum period of three months as a vehicle industry tradesperson grade 6 - inductee has demonstrated competence in all of the following:
working without assistance and achieving desired output;
achieving quality outcomes on work performed;
maintaining housekeeping standards; and
conforming to specified health and safety standards; or

(2) was previously classified as a vehicle industry tradesperson grade 5 - experienced and who has completed all training as required;

and who:

(ii) (1) holds a trade certificate with recognised experience on plant, equipment, tooling, processes, or control systems similar to that in vehicle manufacturing; and

(2) has completed an agreed advanced certificate or agreed equivalent; and

(3) has demonstrated competence in vehicle industry tradesperson grade 1, 2, 3, 4 and 5 skills and who performs grade 1, 2, 3, 4 and 5 tasks as required; and

(4) to the level of his/her training and competence attained from the completion of his/her trade certificate and an agreed advanced certificate or agreed equivalent, exercises his/her skills in the performance of the following:

Providing a practical “hands on” interface between professional/sub-professional staff and tradespersons in developing, designing installing, commissioning, repairing, modifying and implementing complex, corrective measures to new and existing plant, machinery and equipment, including tooling and product, and

advise and make recommendations on the suitability of replacement parts, repair and test equipment, manuals and documentation and training associated with high technology plant, machinery and equipment including tooling and product; and

(5) performs work under minimal supervision and technical guidance; and

(6) exercises broad discretion as to the method of completion of work assignments.

Vehicle industry tradesperson

grade 6 - inductee A new employee who holds and exercises the skills obtained from a trade certificate and an agreed advanced certificate or agreed equivalent.

4.1.7(b) General duties and responsibilities

A trade employee will, to the level of their training and competence:

4.1.7(b)(i) apply, develop and implement quality control techniques and be responsible for the quality of their own work, and as required, the overall quality of the component/product as it passes through their workstation/area;

4.1.7(b)(ii) prepare reports of a technical nature on specific items or assignments;

4.1.7(b)(iii) develop and design work performed within the scope of trade tasks;

4.1.7(b)(iv) use computer based equipment in the performance of their trade duties;

4.1.7(b)(v) assist in the provision of training, in conjunction with supervisors and trainers;

4.1.7(b)(vi) provide trade guidance and assistance as part of a work team;

4.1.7(b)(vii) exercise discretion within the scope of their skill, knowledge and experience;

4.1.7(b)(viii) operate all lifting equipment incidental to their work, consistent with personal competence, licensing and training;

4.1.7(b)(ix) apply, develop and implement policies, practices and procedures in relation to:

- improving product quality;
- improving levels of efficiency/productivity;
- occupational health and safety;
- housekeeping;
- the role and responsibilities of the team and its members;
- elimination of waste of: materials, effort, human resources, energy;

4.1.7(b)(x) advise and make recommendations on the suitability of replacement parts, repairs and test equipment; and

4.1.7(b)(xi) perform non-trade tasks incidental to their work.

4.1.8 Natural work group leaders (trade and non-trade employees)

[4.1.8 inserted by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

4.1.8(a) A natural work group leader will receive \$44.85 in addition to their weekly wage which is payable for all purposes.

4.1.9 Training instructors (trade and non-trade employees)

[4.1.9 inserted by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

4.1.9(a)(i) A training instructor will receive \$35.90 in addition to their weekly wage which is payable for all purposes. A senior training instructor will receive \$44.85 per week which is payable for all purposes.

4.1.9(b) A training instructor will:

4.1.9(b)(i) Conduct training programs by using appropriate instructional techniques.

4.1.9(b)(ii) Assist in the evaluation of training conducted by designing and applying evaluation instruments which assess:

- progress towards learning objectives;
- progress towards job behavioural objectives;
- progress towards plant/department objectives.

4.1.9(b)(iii) Assist in the provision of counselling to employees on career path options and provide reports to employees on the status of their progression through the structure.

4.1.9(b)(iv) Assist in maintaining training records.

4.1.9(c) A senior training instructor will:

4.1.9(c)(i) Assist in identifying instructional needs at the occupational and/or individual level(s), by:

- defining training needs;
- performing tasks analyses;
- developing training specifications.

4.1.9(c)(ii) Assist in designing and developing training courses to meet identified training needs by:

- developing course objectives;
- developing instructional material;
- planning and timetabling presentations;
- carrying out course preparation.

4.1.9(c)(iii) Conduct training programs by using appropriate instructional techniques.

4.1.9(c)(iv) Assist in the evaluation of training conducted by designing and applying evaluation instruments which assess:

- progress towards learning objectives;
- progress towards job behavioural objectives;
- progress towards plant/department objectives.

4.1.9(c)(v) Assist in maintaining training records.

4.1.10 Incidental duties (trade and non-trade employees)

[4.1.10 inserted by S5917-T1331 ppc 15Dec99]

4.1.10(a) In addition to their primary duties, an employee must:

4.1.10(a)(i) routinely check the quality of their work;

4.1.10(a)(ii) take necessary action to correct quality problems or notify their supervisor of any quality defect observed;

4.1.10(a)(iii) ensure that the immediate work area is tidy, clean and safe;

4.1.10(a)(iv) notify any hazard or safety concern to their supervisor;

4.1.10(a)(v) undertake routine maintenance of the equipment to which they are assigned. This would involve simple lubrication tasks, safety checks, minor preventative maintenance or incidental corrective maintenance where under instruction from trained or suitably qualified supervision or maintenance personnel;

4.1.10(a)(vi) operate simple lifting equipment requiring no special licence;

4.1.10(a)(vii) move stock or material relating to the work performed in their assigned area;

4.1.10(a)(viii) undertake incidental work consistent with personal competence, licensing and training requirements which, without limiting the generality of the foregoing, may include standard lifting and crane chasing, welding, pipe fitting and sheet metal work.

4.1.10(b) Employees accept that other employees engaged in other areas of work may be called upon to perform the duties covered by this award on an incidental basis.

4.2 PAYMENT OF WAGES

[4.2.1 substituted by S5917-T1331 ppc 15Dec99]

4.2.1 Trade/non-trade employees will have wages paid weekly. The company may pay fortnightly where there is agreement with the employee. Engineering, supervisory, technical and clerical employees will have wages/salaries paid four-weekly. Payment will be made by electronic fund transfer.

[4.2.2 substituted by S5917-T1331 ppc 15Dec99]

4.2.2 The company may pay employees any necessary wages/salaries pay adjustments and termination pay by cheque or electronic fund transfer.

[4.2.3 renumbered as 4.2.3(a) by S5917-T1331 ppc 15Dec99]

4.2.3(a) The pay period will commence on a Monday shift and finish on a Sunday.

[4.2.3(b) inserted by S5917-T1331 ppc 15Dec99]

4.2.3(b) Trade/non-trade employees wages will be normally paid on a Thursday but not later than Friday.

4.2.4 The Company may deduct any amount authorised in writing by the employee for a lawful purpose.

4.2.5 The Company will provide a payslip to every employee each pay period.

4.2.6 Upon termination of employment, wages due to an employee will be paid on the working day following termination.

4.2.7 Payment of overtime for employees worked within the pay period prior to pay day will be paid on the succeeding pay day.

4.3 TRAVEL ALLOWANCE, TIME AND EXPENSES

4.3.1(a) An employee who on any day or from day to day is required to work at a job away from his/her accustomed work place shall at the direction of the Company present himself 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 his/her home to such workplace and returning), he/she shall be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between his/her home and such workplace.

4.3.1(b) An employee who, with the approval of the Company, uses his/her own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he/she would have incurred in using public transport unless he/she has an arrangement with the Company for a regular allowance.

[4.3.1(c) varied by S5917-T1331; PR917832; PR931660 ppc 31Oct02]

4.3.1(c) If an employee is directed to work at a place other than his/her usual place of employment and the means of transport by which he/she is directed to travel offers travellers accommodation of more than one class, the fare which shall be payable under this clause shall be such as to enable to travel first class.

However, air travel shall be either first or economy class, to be determined in accordance with the usual policy of company personnel including management in the case of economy air travel an allowance of \$8.80 shall be paid for each meal period that occurs during that duration of the travel, provided that the employee did not receive a meal in flight for each period concerned.

4.3.1(d) If an employee is directed to work on "distant work" the company shall reimburse him/her for all out of pocket expenses necessarily incurred.

4.3.1(e) An employee, should he/she so desire it, shall be reimbursed by the company to the extent of first class return fare to his/her usual place of residence in respect of his/her normal place of employment after each period of four weeks on "distant" work unless such work is inherent in the normal work of establishment in which he/ she is employed.

4.3.2 An employee:

4.3.2(a) engaged in one locality to work in another, or

4.3.2(b) sent, other than at his/her own request, from his/her usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time and expenses, for a period not exceeding three months, whilst such relocation necessitates the travelling between such localities provided that such travelling time and expenses shall cease after he/she has taken up permanent residence or abode at the new location.

4.3.3 An employee sent from his/her usual locality to another locality (in circumstances other than those prescribed in subclauses 4.3.1 and 4.3.2 hereof) and required to remain away from his/her usual place of abode shall be paid travelling time whilst necessarily travelling between such localities and expenses whilst so absent from his/her usual locality.

4.3.4 The rate of pay for travelling time shall be ordinary rate, except on a Sunday or a holiday referred to in clause 6.9 of this award, when it shall be time and one-half.

4.3.5 The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the Company for all night travel, eight hours out of every twenty-four.

4.3.6 "Expenses" for the purposes of this clause means:

4.3.6(a) all fares reasonably incurred and for rail travel second-class except where all night travelling is involved when they shall be first-class with sleeping berth where available;

[4.3.6(b) varied by S5917-T1331 PR917832; PR931660 ppc 31Oct02]

4.3.6(b) reasonable expenses incurred whilst travelling including \$8.80 for each meal taken;

4.3.6(c) a reasonable allowance to cover the cost incurred for board and lodging.

[4.3.7 varied by S5917-T1331 PR917832; PR931660 ppc 31Oct02]

4.3.7 An employee who by agreement with the Company uses his/her own motor vehicle on the Company's business except in the circumstances described in subclauses 4.3.1 to 4.3.6 shall be paid an allowance of 56 cents per kilometre travelled.

4.4 CLOTHING EQUIPMENT AND TOOLS

[4.4 varied by R5474; substituted by S5917-T1331 ppc 15Dec99]

4.4.1 Compensation for damage to clothing, spectacles, hearing aids and tools

4.4.1(a) Compensation must be made to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The company's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties.

4.4.1(b) Compensation is not payable if an employee is entitled to workers' compensation in respect of the damage.

4.4.2 Protective clothing and equipment allowance

The company shall pay employees an allowance equal to the amount to fully reimburse the employee for the cost of purchase of all tools and precision and other measuring instruments or, where required to wear protective clothing, as stipulated by the relevant law operating in a State or Territory covered by this award. The provisions of this clause do not apply where the clothing and/or equipment is paid for by the company.

4.4.3 Case harden prescription lenses

In circumstances where the employee wears prescription glasses, and is required by the company to have their prescription lenses case hardened to perform their work, the total cost of the visually corrected safety spectacles will be paid for by the company.

4.5 NOTICE OF CLASSIFICATION

All employees covered by this award shall be given written notification by the Company of their classification and number of years credited service within that classification within:

- (i) two weeks of being engaged by the Company;
- (ii) two weeks of entering into a classification or a promotion coming within the scope of this award.

Provided that the automatic progression of an employee through years of experience as expressed in the one classification shall not be deemed as coming within paragraph (ii) of this subclause.

4.6 SPECIAL ALLOWANCES (TRADE/NOT-TRADE EMPLOYEES)

[4.6 inserted by S5917-T1331; substituted by PR917832; PR931660 ppc 31Oct02]

4.6.1 Confined spaces

An employee, other than one working on a vehicle or parts of a vehicle, working in a confined space or where they have to work in a stooped or otherwise cramped position or without proper ventilation, will be paid 47 cents per hour extra.

4.6.2 Dirty work

[4.6.2(a) substituted by PR917832; PR931660 ppc 31Oct02]

4.6.2(a) An employee doing work which a supervisor and the employee agree is of an unusually dirty or offensive nature will be paid 43 cents per hour extra.

[4.6.2(b) substituted by PR917832; PR931660 ppc 31Oct02]

4.6.2(b) The minimum payment for dirty work on any day or shift will be \$1.66, except where other higher special allowances are payable for a specific job on the same day or shift.

4.6.2(c)(i) In case of disagreement between the supervisor and the employee, the employee, or a shop steward on their behalf, is entitled, within 24 hours, to ask for a decision on the employee's claim by the company's employee relations representative.

4.6.2(c)(ii) A decision must be given within 48 hours of the receipt of an employee's claim (unless the time expires on a non-working day, in which case it must be given during the next working day) or the allowance must be paid.

4.6.3 Plumbers

4.6.3(a) Except as in clause 4.6.3(b) hereof, a plumber on maintenance work is entitled to the allowances in clause 4.6 hereof and to any allowance prescribed for any other purpose by the Plumbing Trades (Southern States) Construction Award, 1999 [Print R5910 [P0092]], other than tool allowance, industry allowance and special loadings for public holidays and/or sick leave.

4.6.3(b) A plumber on maintenance work in Victoria is not entitled to receive the allowances prescribed by clauses 4.6.1 and 4.6.2 hereof, but is entitled to the plumbing trade allowance prescribed by the Plumbing Trades (Southern States) Construction Award, 1999.

4.6.4 First-aid allowance

[4.6.4(a) substituted by PR917832; PR931660 ppc 31Oct02]

4.6.4(a) An allowance of \$9.00 per week will be paid to employees with First-aid responsibility and where satisfactory qualifications are held.

4.6.4(b) This allowance is not subject to the limitation specified by clause 4.6.6 hereof and is payable in addition to any other allowances specified in clause 4.6 hereof.

4.6.5 Foundry allowance

[4.6.5(a) substituted by PR917832; varied by PR931660 ppc 31Oct02]

4.6.5(a) Employees will be paid a foundry allowance of 29 cents for each hour worked to compensate for all disagreeable features associated with foundry work, including heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. These employees will not be paid the foundry allowance for any work in the foundry during any period that foundry production is not being carried out, except for any work within eight hours immediately following the cessation of foundry production. During any period in which the foundry allowance is not applicable, the other relevant provisions of clause 4.6 hereof apply.

4.6.5(b) The foundry allowance is in lieu of any other payment due under clause 4.6 hereof and does not, in any way, limit the company's obligations to comply with all relevant requirements of State Acts and Regulations relating to conditions in foundries.

4.6.5(c) Foundry work means:

4.6.5(c)(i) any operation in the production of castings by casting metal in moulds made of sand, loam, metal, mouldings composition, or other material or mixture of materials, or by shell moulding, centrifugal casting or continuous casting; and

4.6.5(c)(ii) where carried on as an incidental process in connection with and in the course of production to which clause 4.6.5(c)(i) hereof applies, the preparation of moulds and cores (but not in the making of patterns and dies in a separate room), knock out processes and dressing operations, but excluding any operation performed in connection with:

- non ferrous die casting (including gravity and pressure);
- casting of billets and/or ingots in metal moulds;
- continuous casting of metal into billets;
- refining of metal.

4.6.6 Special allowances not cumulative

4.6.6(a) Where eligibility for more than one of the allowances in clause 4.6 hereof exists on the same job the company will only pay the highest rate.

4.6.6(b) The exception is where an employee is simultaneously eligible for dirty work and confined spaces payments. In this instance, both allowances are payable.

4.6.7 Allowances not subject to penalty additions

These special allowances will be paid irrespective of the time at which the work is performed and are not subject to any premium or penalty additions.

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

5.1 HOURS OF WORK - DAY WORK

5.1.1 Regular hours of work

5.1.1(a) The regular hours of work for all employees will be an average of 38 per week on the basis of 152 hours within a work cycle of 4 weeks. This represents 19 eight hour work days and 1 programmed/rostered day off.

5.1.1(b) Regular hours will be eight hours per day from Monday to Friday.

5.1.2 Spread of hours

5.1.2(a) The regular hours of work will be worked continuously (exclusive of meal breaks) at the discretion of the Company between 6.00 a.m. and 6.00 p.m.

5.1.2(b) The spread of hours between 7.00 a.m. and 5.30 p.m. may be altered for all or a section of employees by mutual agreement between the Company and the union representative in the work area, or in the absence of agreement, with seven days' notice by the Company to the employees concerned.

Changes in commencing and finishing times between 6.00 a.m. - 7.00 a.m. and 5.30 p.m. and 6.00 p.m. will only be implemented following discussions and agreement with the majority of relevant employees affected and their Unions.

5.1.3 Availability for work

5.1.3(a) All employees can be expected to be available for duty up to fifteen minutes before the

scheduled commencement time and up to fifteen minutes after the scheduled finishing time to properly discharge their responsibilities.

5.1.3(b) As an alternative, and in consultation with their supervisor, an employee may be expected to be available for duty up to thirty minutes before or after the scheduled commencement or finishing times in lieu of the fifteen minutes.

5.1.3(c) This additional time will not be subject to payment except where approved overtime is to be worked either immediately before the scheduled commencement time or immediately after the scheduled finishing time. In circumstances where approved pre shift or post shift overtime is worked, the fifteen minutes unpaid provision can apply either before the pre shift overtime or after the post shift overtime.

5.1.4 Time keeping

The Company may select and utilise for time-keeping purposes, any proportion of an hour (not exceeding a quarter of an hour) to use in the calculation of working time. This proportion must be consistently applied when calculating working time of an employee who, without reasonable cause, reports late for work or leaves work early, as well as in the calculation of overtime.

5.2 SHIFT WORK

5.2.1 Hours - continuous

5.2.1(a) Continuous work means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption except during breakdowns or meal breaks (if any).

5.2.1(b) An employee working on continuous work will work up to six shifts per week as may be required, no shift to exceed eight hours inclusive of a 20 minute meal break (if any) nor to be discontinued except for meal breaks (if any).

5.2.1(c) Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

5.2.1(d) The ordinary hours of work of an employee on continuous work shifts shall average 38 per week inclusive of crib time and shall not exceed 152 hours within a period not exceeding 28 consecutive days.

5.2.2 Shifts - other than continuous work shifts

5.2.2(a) Regular hours will be worked continuously except for meal breaks at the discretion of the Company.

5.2.2(b) Except at the regular changeover of shifts an employee will not be required to work more than one shift in each 24 hours.

5.2.2(c) The ordinary hours of work of an employee working on a shift other than continuous shift as defined in paragraph 5.2.1(a) of this clause shall be an average of 38 per week to be worked on the basis of 152 hours within a period not exceeding 28 consecutive days.

5.2.3 Variation of working

The method of working shifts may be varied by agreement between the Company and a representative of the union concerned to suit the circumstances of the operation, or in the absence of agreement, by seven days notice of alteration given by the Company to the employees concerned.

5.2.4 Mid-week changes of shift

5.2.4(a) The Company may change a shift an employee is working or scheduled to work at any time provided that:

5.2.4(a)(i) the employee is given one week's notice of the change; or

5.2.4(a)(ii) the Company and the employee agree to the change and the employee is given a minimum break of eight hours before recommencing work on the new shift.

5.2.4(b) Where a mid-week change of shift is initiated by the Company an employee will continue to receive their shift payment for the duration of the calendar week in which the change occurs.

5.2.5 Commencing and finishing times

Shift rosters will specify the commencing and finishing times of regular hours of the shifts.

5.2.6 Premiums for shift workers

5.2.6(a)(i) Afternoon shift means a shift commencing at or before 6.00 p.m.

5.2.6(a)(ii) Night shift means a shift commencing after 6.00 p.m.

5.2.6(b) An employee working on an afternoon shift or night shift other than a continuous work shift,:

5.2.6(b)(i) which does not continue for a full week of normal operation will be paid at the rate of time and one-half for each shift;

5.2.6(b)(ii) which has been in operation for a full week will be paid in addition to the regular rate:

5.2.6(b)(ii)(1) 30 percent for working on night shift only;

5.2.6(b)(ii)(2) 18 percent for working on alternating night and afternoon shifts;

5.2.6(b)(ii)(3) 15 percent for the night shift working on alternating day and night shifts;

5.2.6(b)(ii)(4) 18 percent for working on afternoon shift only;

5.2.6(b)(ii)(5) 15 percent for the afternoon shift working on alternating day and afternoon shifts;

5.2.6(b)(ii)(6) 15 percent for the afternoon and night shifts working on alternating day, afternoon and night shifts;

5.2.6(c) The premiums in (2), (3), (5) and (6) of 5.2.7(b)(ii) will be payable only when shifts are changed once in every three weeks' otherwise the premiums in (1) and (4) will apply.

5.2.6(d) An employee working continuous work shifts on an afternoon or night shift will be paid an additional 15 percent to their regular rate.

5.2.6(e) The premium to be paid to a shift worker (other than a continuous shift worker) for work performed between midnight on Friday and midnight on Saturday will be time and one-quarter the rate to be in substitution for and not cumulative on the shift premiums in 5.2.7(b).

5.2.6(f) The premium to be paid to a continuous shift worker for work performed between midnight on Friday and midnight on Saturday will be time and one-half the regular rate to be in substitution for and not cumulative on the shift premiums in 5.2.7(d).

[5.2.6(g) varied by PR917832; PR931660 ppc 31Oct02]

5.2.6(g) Where a shift worker's normal 38-hour roster requires them to work afternoon or night shift on a Saturday, Sunday or public holiday, they will be paid an additional \$4.68 for each of these shifts providing they work a complete shift.

5.2.6(h) Shift premiums stand alone and are not included for any other purposes of this award.

5.3 IMPLEMENTATION OF THE 38 HOUR WEEK

5.3.1 Programmed day off

5.3.1(a) Each employee will be entitled to a maximum of twelve programmed/ rostered days off in each calendar year. This represents an entitlement to 1 day for every 4 week work cycle for 48 weeks of the year. The remaining 4 weeks represents the annual leave entitlement for which a programmed/ rostered day off does not accrue. Programmed days off will not be cumulative.

5.3.1(b) Days off will be programmed in advance, and a list will be published for each calendar year by the end of October of the previous year.

5.3.1(c) Employees will receive full payment (i.e. regular rate plus any shift premium) for the programmed day off unless they have been on Long Service Leave or unpaid leave for the 19 days preceding the programmed day off.

5.3.2 Substitute days off

5.3.2(a) If employees are required to work on programmed days off as a regular practice, other days will be scheduled.

5.3.2(b) Where exceptional circumstances arise that require production in specific areas on programmed days off, the Company will have the right to schedule employees to take days off on other days in lieu of the programmed day off. In those exceptional circumstances, work on the programmed day off will be paid at regular rates.

Note: Exceptional circumstances include situations where emergency production is required as a result of factors such as major machine breakdowns, late delivery of parts, supplier problems, etc., which potentially may lead to a stand down.

5.3.2(c) The Company will have the right to substitute the programmed day off from the following work cycle for a day on which employees would otherwise be stood down.

5.3.2(d) In the event that exceptional circumstances arise necessitating work to be performed on a programmed day off, and another day off is not substituted for the programmed day off, the day will be paid for at overtime rates.

5.3.3 Maintenance work program

5.3.3(a) An employee who is a maintenance group employee will be required to work a five day week which will include a Saturday or a Sunday or both as the case may be.

5.3.3(b) Except as provided for by this clause, a Saturday or Sunday is a normal and ordinary work day for a maintenance group employee.

5.3.3(c) Work on a Saturday will be paid at time and one half the regular rate for the first three hours and at double time thereafter, and at two and one half times the regular rate for time worked on a Sunday.

5.3.3(d) A maintenance group employee may be assigned to day work, night shift or afternoon shift as required.

5.3.3(e) A maintenance group employee will have up to two alternative rostered days off during weekdays during the following Monday to Friday period without pay, arranged so as to minimise the number of respective designated maintenance group employees rostered off on any one day.

5.4 BREAKS

5.4.1 Meal breaks

5.4.1(a) Meal breaks will be between 20 minutes and 60 minutes duration.

5.4.1(b) An employee, except a continuous shift worker, in order to meet operating requirements and to overcome unforeseen emergencies, will normally take their meal break between three and one half hours and six hours into a shift.

5.4.1(c) Meal break times will be determined in accordance with the daily operating needs of the department/area, and will normally only be changed on a daily basis where it is necessary to do so because of quality, occupational health and safety or efficiency reasons.

5.4.1(d) Where a meal break is not commenced within the first six hours of a shift, all work beyond six hours and until the employee receives a meal break will be paid at time and one half the regular rate.

5.4.2 Relief

[5.4.2(a) substituted by S5917-T1331 ppc 15Dec99]

5.4.2(a) Employees (technical, clerical and engineering) may have morning and afternoon refreshments but are not entitled to rest breaks.

5.4.2(b) Plant supervisors are entitled to two ten minute self relief breaks one pre-lunch and one post-lunch.

[5.4.2(c) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(c) On line operations, the company will designate relief operators so that relief is available at all times and in a ratio to provide each employee with 40 minutes of actual personal relief per eight hour shift.

[5.4.2(d) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(d) Line operations are those on which the employee's manual operations are continuous and cannot be left unattended, and certain other operations determined by the company to be of a similar nature in that they give employees no control over their workplace.

[5.4.2(e) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(e) Relief will be arranged in two periods, one before the mid-shift meal break and one after, and will not necessarily be in equal periods.

[5.4.2(f) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(f) On other than line operations a system of self relief will apply.

[5.4.2(g) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(g) Self relief means that an employee will arrange with their immediate supervisor when they will take relief and have regard to the efficiency and the flow of operations in agreeing with the supervisor on a time to take relief.

[5.4.2(h) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(h) Self relief will be for ten minutes before the mid-shift meal break and for ten minutes after the mid-shift meal break on a regular eight-hour shift.

[5.4.2(i) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(i) The first half hour of a shift and the last quarter hour of a shift will not ordinarily be used for relief except in emergencies.

[5.4.2(j) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(j) Where overtime is worked in excess of four hours a day a pro rata amount of relief will be arranged, according to the nature of the operation. Where four hours or less overtime is worked, relief will be provided for emergency toilet requirements only.

[5.4.2(k) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(k) The services of relief operators will be otherwise utilised by the company at times when relief services are not required but relief requirements will take priority over other requirements.

[5.4.2(l) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(l) Relief time is available to enable employees to cater to their personal needs including the use of toilet facilities and of rest areas and the vending machines provided in them. Emergency toilet relief will be arranged by the employee's supervisor but the supervisor may require the employee to commence their relief period out of sequence.

[5.4.2(m) inserted by S5917-T1331 15Dec99]

5.4.2(m) In unusual circumstances, such as line breakdowns or inordinate absenteeism, the company has the right to temporarily alter relief practices to meet those circumstances.

[5.4.2(n) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(n) During relief periods employees will:

5.4.2(n)(i) comply with all company regulations;

5.4.2(n)(ii) not disrupt the work of other employees not on relief;

5.4.2(n)(iii) use only those areas specifically designated as relief areas;

5.4.2(n)(iv) not interfere with the movement of employees or materials;

5.4.2(n)(v) keep all work and relief areas in a tidy condition; and

5.4.2(n)(vi) conduct themselves in an orderly manner.

[5.4.2(o) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(o) Where drinks are provided on a charge basis by vending machines located in relief areas in lieu of the company provided free tea, an allowance of \$1.00 per week will be paid to employees to compensate for the loss of the tea.

[5.4.2(p) inserted by S5917-T1331 ppc 15Dec99]

5.4.2(p) Current relief practices at Geelong Casting Plant will remain unchanged and are not affected by this clause.

5.5 OVERTIME

5.5.1 Definition and payment

Work done in excess of or outside the regular hours of work or outside an employee's rostered starting and finishing time, or on a shift other than a rostered shift, will be paid at time and one-half the ordinary rate for the first three hours and double time after that for each day or shift, until the completion of the overtime work, except when the time is worked

5.5.1(a) by arrangement between the employees themselves;

5.5.1(b) for the purposes of effecting the customary rotation of shifts; or

5.5.1(c) on a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the Company to deduct payment for a day in accordance with 3.3.

5.5.2 Extra rates not cumulative

Overtime rates are in substitution for and not cumulative on shift premiums.

5.5.3 Rest period before re-commencing work

5.5.3(a) When overtime work is necessary it will where practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

5.5.3(b) An employee (other than a casual employee) who works so much overtime between the termination of their regular work on one day and the commencement of regular work on the next day that they have not had at least ten consecutive hours off duty between those times will be released after completion of the overtime until they have had ten consecutive hours off duty without loss of pay for regular working time occurring during the absence.

5.5.3(c) If the Company requires the employee to resume or continue work without having had ten consecutive hours off duty, they will be paid at double the ordinary rate until they are released from duty. The employee will then be entitled to be absent until they have had ten consecutive hours off duty

without loss of pay for regular working time occurring during the absence.

5.5.3(d) This will apply to shift workers as if eight hours were substituted for ten hours when overtime is worked:

5.5.3(d)(i) for the purposes of changing shift rosters; or

5.5.3(d)(ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or

5.5.3(d)(iii) where a shift is worked by arrangement between the employees themselves.

5.5.4 Call back

5.5.4(a) An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) will be paid for a minimum of four hours' work. The employee will not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

5.5.4(b) The provisions of 5.5.4(a) will not apply:

5.5.4(b)(i) in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside their regular hours, or

5.5.4(b)(ii) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of regular working time.

5.5.4(c) Where the actual time worked is less than four hours on a call back, it will not be regarded as overtime for the purpose of 5.5.3.

5.5.5 Crib time

5.5.5(a) An employee working mid-week overtime (Monday to Friday) for more than one and one half hours after working regular hours may, before starting such overtime, be allowed an unpaid crib break of up to 30 minutes.

[5.5.5(b) substituted by S5917-T1331 ppc 15Dec99]

5.5.5(b) An employee working mid-week overtime (Monday to Friday) will be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked provided they continue work after the paid crib break.

5.5.5(c) The Company and an employee may agree to any variation of 5.5.5(b) to meet the circumstances of the work in hand provided that the Company will not be required to make any payment in respect of any time allowed in excess of twenty minutes and that all paid crib breaks are taken on site.

5.5.5(d) An employee working on a Saturday, Sunday or holiday for more than nine and one half hours may at the end of eight hours take an unpaid crib break of up to 30 minutes at a time mutually agreed between the employee and their supervisor with due regard to operational requirements.

5.5.6 Meal allowance

[5.5.6 varied by S5917-T1331 PR917832; PR931660 ppc 31Oct02]

An employee required to work approved overtime for more than 3 hours without being notified before the mid-shift meal break or earlier on the day the overtime is to be worked, will either be supplied with a meal by the Company or paid \$8.80 for the meal.

5.5.7 Transport of employees

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available the Company will provide them with transport to home, or pay their regular wage for the time reasonably occupied in reaching home.

5.5.8 Overtime to be worked

The Company may require an employee to work reasonable overtime at overtime rates and the employee will work overtime in accordance with this requirement.

5.5.9 Capacity utilisation

The parties recognise that their joint objective of providing for employment and income stability will only be met through improving operational effectiveness. In times of increased market demand, when additional volume is required, the unions will positively support full employee participation in ten hour working, as required on weekdays. The ten hours will consist of eight hours at the regular rate plus two hours at one and a half times the ordinary rate.

5.6 SUNDAY AND HOLIDAY WORK

[5.6.1 varied by PR900800 ppc 30Jun98]

5.6.1 Definition and payment

5.6.1(a) An employee who works on a Sunday/holiday will be paid at two and a half times the ordinary rate.

5.6.1(b) A shift commencing before 10.45 p.m. on a Sunday/holiday will be regarded as a Sunday/holiday shift.

5.6.1(c) Except as in 5.6.1(e) a shift commencing at 10.45 p.m. or later on a Sunday/holiday will not be regarded as a Sunday/ holiday shift.

5.6.1(d) Except as in 5.6.1(e) and subclause (f) a shift that extends into a Sunday/holiday will be regarded as a Sunday/holiday shift.

5.6.1(e) Where an employee is rostered for a shift which terminates on a holiday and a shift which commences on the same holiday, the shift where the major portion falls on the holiday will only be regarded as the holiday shift.

5.6.1(f) Subclause (d) shall not apply to an employee who is granted a holiday without deduction of pay in respect of a shift which commences on a public holiday prescribed by clause 6.9.

5.6.1(g) An employee, other than a shift worker or one engaged in maintaining the continuity of electric light or power, required to work on a Sunday/holiday will be paid a minimum of four hours work.

5.6.2 Crib time

Same as 5.5.5(d).

5.6.3 Meal allowance

Same as 5.5.6.

5.6.4 Rest period before re-commencing work

Same as 5.5.3(a), (b) and (d).

5.6.5 Effect on other entitlements

Sunday/holiday payments will stand alone and will not be included for any other purposes of this award.

5.7 DAYLIGHT SAVING

Where there is daylight saving determined by State legislation, the length of any shift,

5.7.1 commencing before the time specified for the commencement of daylight saving; and

5.7.2 commencing on or before the time specified for the termination of daylight saving,

will be the number of hours between the time recorded by the clock at the beginning of the shift and the time recorded at the end. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

PART 6 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

6.1 ANNUAL LEAVE

6.1.1 Accrual of leave

An employee accrues 152 hours annual leave (i.e. 4 weeks at 38 hours per week) for each twelve months of continuous service. The accrual date is January 1 each year.

6.1.2 Seven day shift workers

Seven day shift workers, that is employees who are rostered to work regularly on Sundays and public holidays, accrue an additional 45 minutes for each week worked as a seven day shift worker.

6.1.3 Annual leave exclusive of public holidays

If a public holiday falls while an employee is on annual leave, no deduction from annual leave credits will be made for that day.

6.1.4 Broken leave

[6.1.4 substituted by S5917-T1331 ppc 15Dec99]

Annual leave may be taken in one or two continuous periods and by agreement with the employee, in up to five additional periods.

6.1.5 Break of continuous service

6.1.5(a) Any absence from work will not break continuity of service unless the Company, during the

absence or within fourteen days of the employees return to work, notifies the employee in writing that the absence has broken continuity of service.

6.1.5(b) An individual employee's notice may be delivered personally or posted to the last recorded address, and is deemed to have reached them in the course of the post.

6.1.5(c) For concerted or collective absenteeism, notice may be given to employees by posting a notification in the plant, in the manner general notices are usually made and by posting, within one day, a copy to each union whose members have participated.

6.1.6 Leave to be taken

Annual leave must be given at a time fixed by the Company within nine months of the date of accrual and with at least four weeks' notice to the employee. This may be extended to twelve months by agreement. Payment will not be made or accepted in lieu of annual leave, except on termination.

6.1.7 Leave allowed before due date

The Company may allow an employee to take annual leave before the accrual date.

6.1.8 Payment for period of leave

6.1.8(a) An employee may be paid their annual leave in advance.

6.1.8(b) Annual leave will be paid at the ordinary rate.

6.1.8(c) If a rate change occurs whilst an employee is on annual leave the annual leave pay will be adjusted accordingly.

6.1.8(d) Annual leave is paid with an additional 17.5 percent loading or the shift premium an employee would normally have received, whichever is greater.

6.1.9 Pro rata leave on termination

6.1.9(a) If:

6.1.9(a)(i) after one month continuous service with the Company, an employee lawfully leaves the employment of the Company or is terminated, or

6.1.9(a)(ii) after twelve months' continuous service with the Company, an employee leaves the employment of the Company or is terminated,

they will be paid for any unused annual leave, including leave loading, and pro rata annual leave for the current year at the ordinary rate. Employees who terminate from the Company will not be entitled to pro rata annual leave loading, except termination by redundancy.

6.1.9(b) Leave accrues at 2.923 hours for each completed week of continuous service. If employed as a seven-day shift worker for:

6.1.9(b)(i) the whole of the pro rata period, it accrues at 3.654 hours for each completed week of continuous service,

6.1.9(b)(ii) only part of the pro rata period, it accrues at 2.923 hours plus 42.75 minutes for each completed week of continuous service as a seven-day shift worker.

6.1.9(c) An employee who abandons their employment within the first six months of continuous service will not be entitled to any annual leave.

6.1.9(d) On termination, leave granted before the accrual date will be deducted from the employee's final monies.

6.1.10 Close downs

The Company may, by providing at least three months notice of a close down for the purpose of allowing annual leave to its employees, stand down employees for the duration of the close down. The Company may allow employees who do not have sufficient annual leave credits at the time of the Christmas close down, pro rata annual leave on the basis of 2.923 hours for each completed week of continuous service.

6.1.11 Dividing leave

As an alternative to allowing leave as specified in 6.1.4 and 6.1.10, the Company may require annual leave be taken in separate parts by either:

6.1.11(a) closing down its plant or any section(s) to allow annual leave to all or to the bulk of its employees;

6.1.11(b) the rostering of periods during which annual leave will be taken; or

6.1.11(c) a combination of both.

Where leave is granted as a combination of a period of close down and rostering of leave, 6.1.6 will not apply and the rostered leave will be granted at a time fixed by the Company within 12 months from the date of the conclusion of the close down.

6.2 NOTIFICATION OF ABSENCE

An employee unable to attend for duty must, as soon as practicable and during the ordinary hours of the first day or shift of the absence, inform the Company of their inability to attend for duty and as far as practicable, state the reason for the absence and estimated duration of the absence. If this is not practicable, the employee must inform the Company within 24 hours of the commencement of the absence.

6.3 SICK LEAVE

6.3.1 An employee who is absent from work on account of personal illness or on account of injury by accident arising out of and in the course of employment, will be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:

6.3.1(a) An employee will not be entitled to sick leave for any period they are entitled to workers' compensation.

6.3.1(b) The employee has complied with 6.2 and is able to prove to the Company that they were unable to attend work on account of illness or injury on the day/days for which sick leave is claimed.

6.3.1(c) A medical certificate provided by an employee must:

6.3.1(c)(i) be on pre-printed notepaper which includes the name of the medical practitioner and the

address of the surgery;

6.3.1(c)(ii) be legible and state that the employee is unfit for duty on account of personal illness or injury by accident and the expected duration of the absence;

6.3.1(c)(iii) show the date of the medical examination, the name of the patient examined and the date on which the certificate was issued; and

6.3.1(c)(iv) be signed by a duly qualified medical practitioner.

6.3.1(d) A retrospective or altered certificate will be unacceptable and incapable of proving that an employee was unable on account of illness or injury to attend for duty on the day or days sick leave is claimed.

6.3.1(d)(i) A **retrospective certificate** means a certificate which states a date of absence that commences on a date earlier than the date the patient was examined. The certificate will not be considered retrospective if the medical practitioner provides written supplementary remarks on the certificate which explains the inconsistency between the date of examination and the date of commencement of the absence and the supplementary remarks are acceptable to the Company.

6.3.1(e) An employee is not entitled to paid sick leave during the first month of service with the Company.

6.3.2 Definition of year

Year and **year of service** both mean the period between the day and month of an employee's service date (latest date of employment) in any one year and one day before that day and month in the subsequent year.

6.3.3 Accrual and certification

The maximum number of days sick leave accrued and medical certificate requirements per year of service are:

Years of Service	Sick Leave Accrual	Certificate Needed	No Certificate
Up to 1	1 day for each completed month up to 5 days	5 days	-
1 to 5	8 days	6 days	2 days
Over 5	10 days	6 days	4 days

An employee, after the first six months of service has a sick leave credit, may apply for payment of any certificated sick leave taken during the previous five months which was unpaid.

6.3.4 Cumulative sick leave

Sick leave will accumulate up to a maximum of 125 days.

6.3.5 Sickness occurring during a period of annual leave

Where an employee on annual leave suffers an incapacitating illness or injury for a period of five working days or more, and produces a certificate stating the nature of the illness or injury and the

number of working days the employee was confined, the employee may apply to have this period treated as sick leave and the annual leave re-credited.

6.3.6 Sick leave payment

Sick leave is paid at the regular rate.

6.4 FAMILY LEAVE

6.4.1 An employee is entitled to use one day of their existing sick leave entitlement as a day of family leave. **Family leave** is defined as absence to provide care and support due to the illness of a partner, child, or parent.

6.4.2 Family leave will be administered in accordance with present sick leave provisions and absentee guidelines. Family leave will be taken from the uncertificated sick leave credits. When the sick leave without a medical certificate entitlement has been used documentary evidence may be required to support a family leave absence. Family leave may be taken in a minimum of two hour blocks.

6.5 BEREAVEMENT LEAVE

6.5.1 An employee is entitled to access bereavement leave after 1 month's continuous service.

6.5.2 Satisfactory evidence of the death must be produced for any bereavement leave claimed.

6.5.3 An employee is entitled to a maximum of three days paid leave on a death in Australia, or a death outside Australia where the employee leaves Australia to attend the funeral, of the employee's spouse (including de facto's), father, mother, father-in-law, mother-in-law, brother, sister, child, step-mother, step-father, step-child, brother-in-law or sister-in-law. An employee is entitled to one days' paid leave if the employee does not attend the funeral for the death outside Australia.

6.5.4 An employee is entitled to one days' paid leave on the death in Australia of the employee's grandfather, grandmother, grandfather-in-law, grandmother-in-law, granddaughter or grandson.

6.5.5 If a bereavement occurs whilst an employee is on annual leave, the employee may apply to have the annual leave re-credited for the bereavement leave allowed.

6.5.6 Bereavement leave is paid at the regular rate.

6.6 PARENTAL LEAVE

6.6.1 Definitions

6.6.1(a) Employee includes a part-time employee but does not include an employee engaged on casual or seasonal work.

6.6.1(b) Spouse includes a de facto or a former spouse.

6.6.1(c)(i) Child in relation to maternity and paternity leave means a child of the employee or the employee's spouse under the age of one year.

6.6.1(c)(ii) Child in relation to adoption leave means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who has previously lived continuously with the employee for six months or more.

6.6.1(d) Relative adoption occurs where a child is adopted by a grandparent, brother, sister, aunt or uncle (whether whole blood or half blood or by marriage).

6.6.1(e) Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

6.6.1(f) Former position means the position held by an employee immediately before proceeding on leave or part-time employment, whichever occurs first, or if the position no longer exists but there are other positions available for which the employee is qualified for and capable of performing, a position as nearly comparable in status and pay to that of the original position.

6.6.2 Maternity leave

6.6.2(a) Nature of leave

Maternity leave is unpaid leave, except for the six weeks compulsory leave following confinement.

6.6.2(b) Eligibility for maternity leave

6.6.2(b)(i) An employee who is pregnant is entitled to up to 52 weeks maternity leave provided that it does not extend beyond the child's first birthday. This entitlement is reduced by any paternity leave taken by her spouse in relation to the same child and, apart from paternity leave taken at the time of confinement, cannot be taken concurrently with that paternity leave.

6.6.2(b)(ii) Subject to 6.6.2(d) and 6.6.2(g), maternity leave will be unbroken and include six weeks compulsory leave following confinement.

6.6.2(b)(iii) An employee must have had at least twelve months continuous service with the Company prior to commencing maternity leave.

6.6.2(c) Notice and certification requirements

6.6.2(c)(i) An employee must:

6.6.2(c)(i)(1) at least ten weeks prior to the expected date of confinement, provide a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

6.6.2(c)(i)(2) give at least four weeks notice in writing of the proposed commencement date of maternity leave, stating the period of leave to be taken and provide a statutory declaration stating particulars of any paternity leave sought by her spouse and stating that whilst on maternity leave she will not engage in any conduct inconsistent with her contract of employment;

6.6.2(c)(i)(3) provide a certificate from a registered medical practitioner stating the date she delivered birth to a child.

6.6.2(c)(ii) The Company may, with at least fourteen days notice in writing, require her to commence maternity leave at any time within the six weeks immediately prior to her expected date of confinement.

6.6.2(c)(iii) An employee will not breach 6.6.2(c)(i)(2) if the confinement occurs earlier than the expected date.

6.6.2(d) Rate of pay

6.6.2(d)(i) The six weeks paid maternity leave will be at the employee's ordinary rate of pay, excluding

shift and other premiums/penalties.

6.6.2(d)(ii) An employee who accrues an entitlement to the government's maternity leave allowance will be required to pay this allowance to the Company should they claim the six week period of paid leave.

6.6.2(d)(iii) An employee claiming the six week period of paid leave will be required to repay this payment to the Company (less any government maternity leave allowance paid to the Company) if she does not resume work with the Company for a period of 3 months following the expiration of her approved maternity leave absence. The exception to this will be where medical reasons associated with the new child preclude a return to work and necessitates the resignation of the employee.

6.6.2(e) Transfer to a safe job

6.6.2(e)(i) An employee may be transferred to a safe job at the rate and on the conditions of that job until the commencement of maternity leave, where a registered medical practitioner certifies that illness or risks arising from the pregnancy or hazards connected with her present work make it inadvisable for her to continue working. This job may also be a part-time work arrangement.

6.6.2(e)(ii) If transfer to a safe job is not practicable, she may, or the Company may, require her to take leave for the period certified necessary. This leave is treated as maternity leave.

6.6.2(f) Variation of period of maternity leave

6.6.2(f)(i) Provided the maximum period of maternity leave does not exceed 52 weeks:

6.6.2(f)(i)(1) it may be lengthened once by the employee, giving at least fourteen days notice in writing;

6.6.2(f)(i)(2) the period may be further lengthened by agreement between the Company and the employee.

6.6.2(f)(ii) The employee may shorten maternity leave with the consent of the Company by giving at least fourteen days notice in writing.

6.6.2(g) Cancellation of maternity leave

6.6.2(g)(i) Maternity leave, applied for but not commenced, will be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

6.6.2(g)(ii) Where she is already on maternity leave she may resume work at a time nominated by the Company, which must be within four weeks of the date she notifies of her desire to resume work.

6.6.2(h) Special maternity leave and sick leave

6.6.2(h)(i) Where the pregnancy of an employee not on maternity leave terminates after 28 weeks other than by the birth of a living child:

6.6.2(h)(i)(1) she is entitled to the six week period of paid leave;

6.6.2(h)(i)(2) she is also entitled to unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work;

6.6.2(h)(i)(3) for illness other than the normal consequences of confinement she is entitled, either in lieu of or in addition to special maternity leave, to use her sick leave entitlement as a registered medical practitioner certifies as necessary before her return to work.

6.6.2(h)(ii) Where an employee not on maternity leave suffers illness related to her pregnancy, she may use her sick leave entitlement and/or special maternity leave as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of sick leave, special maternity leave and maternity leave does not exceed 52 weeks.

6.6.2(h)(iii) Maternity leave includes special maternity leave.

6.6.2(i) Maternity leave and other leave entitlements

Provided the aggregate of any leave taken does not exceed 52 weeks, an employee may also use current annual leave or long service leave, however paid sick leave or other paid authorised absences cannot be utilised during maternity leave.

6.6.2(j) Return to work after maternity leave

6.6.2(j)(i) An employee must confirm her intention of returning to work in writing with at least four weeks notice.

6.6.2(j)(ii) An employee returning to work is entitled to her former position or, if she was transferred to a safe job, to the position which she held immediately before the transfer.

6.6.2(k) Replacement employees

6.6.2(k)(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

6.6.2(k)(ii) Before a replacement employee is engaged, the Company must inform them of the temporary nature of their employment and of the rights of the employee who is being replaced.

6.6.2(k)(iii) There is no obligation on the Company to engage a replacement employee.

6.6.3 Paternity leave

6.6.3(a) Nature of leave

Paternity leave is unpaid leave.

6.6.3(b) Eligibility for paternity leave

6.6.3(b)(i) A male employee is entitled to one or two periods of paternity leave up to a total of 52 weeks in the following circumstances:

6.6.3(b)(i)(1) up to one week at the time of confinement of his spouse;

6.6.3(b)(i)(2) a further period of up to 51 weeks to be the primary care-giver of a child provided that it does not extend beyond the child's first birthday. This entitlement is reduced by any maternity leave taken by his spouse in relation to the same child and cannot be taken concurrently with that maternity leave.

6.6.3(b)(ii) An employee must have had at least twelve months continuous service with the Company prior to commencing paternity leave.

6.6.3(c) Notice and certification requirements

6.6.3(c)(i) The employee must, at least ten weeks prior to each proposed period of leave, provide notice in writing of the dates he proposes to take and provide:

6.6.3(c)(i)(1) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;

6.6.3(c)(i)(2) a statutory declaration stating he will be the primary care-giver of a child, particulars of any period of maternity leave sought or taken by his spouse and that whilst on paternity leave he will not engage in any conduct inconsistent with his contract of employment.

6.6.3(c)(ii) The employee will not breach 6.6.3(c) if:

6.6.3(c)(ii)(1) the birth occurs earlier than the expected date; or

6.6.3(c)(ii)(2) the mother of the child dies; or

6.6.3(c)(ii)(3) there are other compelling circumstances.

6.6.3(c)(iii) The employee must immediately notify the Company of any change in the information provided under 6.6.3(c)(i).

6.6.3(d) Variation of period of paternity leave

6.6.3(d)(i) Provided the maximum period of paternity leave does not exceed 52 weeks:

6.6.3(d)(i)(1) it may be lengthened once by the employee, giving at least fourteen days notice in writing;

6.6.3(d)(i)(2) the period may be further lengthened by agreement between the Company and the employee.

6.6.3(d)(ii) The employee may shorten paternity leave with the consent of the Company by giving at least fourteen days notice in writing.

6.6.3(e) Cancellation of paternity leave

Paternity leave, applied for but not commenced, will be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

6.6.3(f) Paternity leave and other entitlements

Provided the aggregate of any leave taken does not exceed 52 weeks, an employee may also use current annual leave or long service leave entitlements, however paid sick leave or other paid authorised cannot be utilised during paternity leave.

6.6.3(g) Return to work after paternity leave

6.6.3(g)(i) An employee must confirm his intention of returning to work in writing with at least four weeks notice.

6.6.3(g)(ii) An employee returning to work is entitled to his former position.

6.6.3(h) Replacement employees

Refer to 6.6.2(k).

6.6.4 Adoption leave

6.6.4(a) Nature of leave

Adoption leave is unpaid leave.

6.6.4(b) Eligibility for adoption leave

6.6.4(b)(i) An employee who adopts a child is entitled to one or two periods of adoption leave up to a total of 52 weeks in the following circumstances:

6.6.4(b)(i)(1) an unbroken period of up to three weeks at the time of the placement of the child;

6.6.4(b)(i)(2) an unbroken period of up to 52 weeks from the time of the placement to be the primary care-giver of the child. This entitlement is reduced by any adoption leave taken or to be taken by the employee's spouse in relation to the same child and cannot be taken concurrently with adoption leave taken by the employee's spouse.

6.6.4(b)(ii) An employee must have had at least twelve months continuous service with the Company prior to commencing adoption leave.

6.6.4(c) Certification

6.6.4(c)(i) Before taking adoption leave the employee must provide:

6.6.4(c)(i)(1) a statement from an adoption agency or other appropriate body of the expected date of placement of the child with the employee for adoption purposes; or

6.6.4(c)(i)(2) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

6.6.4(c)(ii) In relation to any leave to be taken under 6.6.4(b)(i)(2), a statutory declaration stating:

6.6.4(c)(ii)(1) the employee is to become the primary care-giver of the child;

6.6.4(c)(ii)(2) particulars of any adoption leave sought or taken by the employee's spouse; and

6.6.4(c)(ii)(3) whilst on adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

6.6.4(d) Notice requirements

6.6.4(d)(i) The employee must notify the Company of the approval for adoption purposes, and within two months of the approval, notify the period or periods of adoption leave they propose to take. In the case of a relative adoption the employee must notify as described, once deciding to take a child into custody pending an application for an adoption order.

6.6.4(d)(ii) An employee who commences employment with the Company after the date of approval for adoption purposes must notify the Company on commencing employment and of the period or periods of adoption leave the employee proposes to take. The employee will not be entitled to adoption leave until

they have had at least twelve months continuous service with the Company.

6.6.4(d)(iii) The employee must give notice in writing of the expected date of placement of the child and of the date of commencement of leave under 6.6.4(b)(i)(1), as soon as they are aware of the date, but no later than fourteen days before the placement.

6.6.4(d)(iv) The employee must give at least ten weeks notice in writing of the proposed date of commencement and period of leave to be taken before commencing leave under 6.6.4(b)(i)(2).

6.6.4(d)(v) An employee will not breach 6.6.4(d)(iii) and (iv), if there is a requirement by the adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

6.6.4(e) Variation of period of adoption leave

6.6.4(e)(i) Provided the maximum period of leave taken does not exceed 52 weeks:

6.6.4(e)(i)(1) it may be lengthened once by the employee giving at least fourteen days notice in writing;

6.6.4(e)(i)(2) the period may be further lengthened by agreement between the Company and the employee.

6.6.4(e)(ii) The employee may shorten adoption leave with the consent of the Company by giving at least fourteen days notice in writing.

6.6.4(f) Cancellation of adoption leave

6.6.4(f)(i) Adoption leave, applied for but not commenced, will be cancelled if the placement of the child does not proceed.

6.6.4(f)(ii) Where the employee is already on adoption leave they must notify the Company as soon as possible and may resume work at a time nominated by the Company which must be within four weeks of the receipt of notification.

6.6.4(g) Special leave

The Company may grant an employee who is seeking to adopt a child, up to two days unpaid leave that is required for any compulsory interviews or examinations that are necessary for the adoption procedure. The Company may require the employee to take paid leave that is available in lieu of special leave.

6.6.4(h) Adoption leave and other entitlements

Provided the aggregate of any leave does not exceed 52 weeks, an employee may also use current annual leave or long service leave entitlements, however paid sick leave or other paid authorised absences cannot be utilised during adoption leave.

6.6.4(i) Return to work after adoption leave

6.6.4(i)(i) An employee must confirm their intention of returning to work in writing with at least four weeks notice.

6.6.4(i)(ii) An employee returning to work is entitled to their former position.

6.6.4(j) Replacement employees

[6.6.4(j) varied by PR917391 ppc 22Apr02]

Refer to 6.6.2(k).

[6.6.5 inserted by PR917391 ppc 22Apr02]

6.6.5 Part time work after Parental Leave

Part-time work is available to employees, providing the arrangements take into account the needs of the business.

6.6.5(a) Duration

To be reviewed on an annual basis.

6.6.5(b) Part-time work agreement

6.6.5(b)(i) Before commencing part-time employment, the Company and the employee must agree:

6.6.5(b)(i)(1) the employee may work part-time;

6.6.5(b)(i)(2) the percentage of the work schedule to be worked and the operational arrangements for the reduced schedule - the days, hours (must be less than 38 per week) and designated times to be worked by the employee;

6.6.5(b)(i)(3) the work to be performed; and

6.6.5(b)(i)(4) the commencement and duration of part-time employment.

6.6.5(b)(ii) The terms of this agreement or any agreed variation must be in writing and retained by the Company and a copy given to the employee.

6.6.5(c) Return to former position

At the expiration of a period of part-time employment relating to parental leave, an employee has the right to return to the position held by the employee before going part-time or, if the position no longer exists but there are other positions available which they are qualified for and capable of performing, they are entitled to a position as nearly comparable in status and pay to that of their former position.

6.6.5(d) Extension of hours of work

The Company may request an employee working part-time to work outside or in excess of the agreed hours of duty. The additional hours will be paid at the regular rate for up to 40 hours in a week.

6.7 JURY SERVICE AND BLOOD DONORS

6.7.1 The Company will reimburse the difference between the amount paid for attendance at jury service and the wages an employee would have received for the regular time they would have worked had they not been required for jury service.

6.7.2 A shift worker is entitled to be absent from work for time equivalent to their attendance for jury service and are entitled to the benefits of this clause even if attendance at jury service occurs outside their regular hours of work.

6.7.3 An employee must notify the Company as soon as possible of the date they are required for jury service. The employee must also provide proof of their attendance, the duration and the amount paid for the jury service.

6.7.4 If an employee is required to attend for jury service during a period of annual leave, then on the production of suitable evidence of attendance, the period of attendance will be regarded as jury service and annual leave re-credited accordingly.

6.7.5 Where an employee attends at a recognised clinic during working hours to donate blood, he or she shall be allowed the necessary leave without loss of pay for reasonable time involved.

6.8 LONG SERVICE LEAVE

6.8.1 Period of service

Service is defined in 1.7.13

6.8.2 Amount of leave

6.8.2(a) An employee will be entitled:

6.8.2(a)(i) to thirteen weeks after fifteen years' service; and

6.8.2(a)(ii) 4-1/3 weeks for each subsequent five years' service; and

6.8.2(b) An employee who has at least ten years' service will be paid accrued pro rata long service leave on termination. If they are terminated because of serious and wilful misconduct, they are only entitled to a pro rata amount after fifteen years' service.

6.8.2(c) Payment in lieu will not be made or accepted.

6.8.2(d) An employee who is entitled to long service leave has their entitlement calculated on the basis of:

6.8.2(d)(i) thirteen weeks for twenty years' service for the period before 1 January 1965, and

6.8.2(d)(ii) thirteen weeks for fifteen years' service for the period on and from 1 January 1965.

6.8.3 Payment whilst on leave

6.8.3(a) An employee will be paid the ordinary rate of pay, excluding shift and other premiums/penalties.

6.8.3(b) An employee may be paid their long service leave in advance or by the same method used when they are on duty.

6.8.4 Taking leave

6.8.4(a) Time of taking leave

When an employee becomes entitled to long service leave, it may be granted having regard to the needs of the Company, at a time or times agreed between the Company and the employee.

6.8.4(b) Broken leave

The first thirteen week entitlement may be taken by agreement in up to seven separate periods, and in up to five separate periods for any subsequent entitlements.

6.8.4(c) Holidays

Leave is inclusive of all holidays occurring during the period of long service leave.

6.8.4(d) Restriction on employment

No employee may engage in any employment whilst taking long service leave.

6.8.4(e) Payment on termination

For an employee who terminates and has any long service leave due but not taken, or accrued pro rata, the Company will pay the amount at the ordinary rate of pay at the date of termination.

6.8.5 Granting leave in advance

6.8.5(a) The Company may allow long service leave in advance for pressing domestic or emergency circumstances, but this amount is deducted from the entitlement when it becomes due.

6.8.5(b) For an employee who has taken leave in advance and who subsequently terminates, the Company may deduct from any remuneration payable any leave the employee was not entitled at the time of termination.

6.9 PUBLIC HOLIDAYS

6.9.1 Employee's shall be granted the following holidays without deduction of pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Labour Day or Eight Hours' Day
Anzac Day
Queen's Birthday
August Bank Holiday (New South Wales only)
Melbourne Cup Day
Christmas Day
Boxing Day

or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

6.9.2 When any of the days mentioned in subclause 6.9.1 hereof falls on a Saturday or Sunday, with the exception of Easter Saturday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the succeeding Tuesday.

In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

6.9.3 By agreement between the Company and the majority of its employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

6.9.4 Where in a State, Territory or locality, public holidays are declared or prescribed on other days, those days will be additional holidays.

6.9.5 Where an employee is absent from his or her employment on the working day before or the working day after a holiday referred to in subclause 6.9.1 hereof without reasonable excuse (proof whereof shall lie upon him or her) or without the consent of the Company, the employee shall not be entitled to payment for such holiday.

6.9.6 An employee whose rostered off shift falls on a holiday referred to in subclause 6.9.1 hereof shall unless that day is a Saturday or Sunday be paid for that day at his or her ordinary rate.

PART 7 - MAKE UP WORKERS' COMPENSATION PAYMENTS

7.1 MAKE UP OF WORKERS' COMPENSATION PAYMENTS

7.1.1 Legislation means the State or Territory legislation providing for workers compensation benefits.

7.1.2 Injury will be given the same meaning and application that applies under the legislation and no injury will result in the application of accident pay unless an entitlement exists under the legislation.

7.1.3 Accident pay means:

7.1.3(a) in the legislation arising from an injury, a weekly case of an employee who is deemed to be totally incapacitated under the payment of the difference between the total amount of compensation paid and the total 38-hour weekly award rate for a day worker which would have been payable for the employee's normal classification of work for the week in question if they had been performing their normal duties. Shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments are not included.

7.1.3(b) in the case of an employee who is or deemed to be partially incapacitated under the legislation arising from an injury, a weekly payment as in 7.1.3(a) less the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties). Where an employee receives a weekly payment under this paragraph and subsequently the payment is reduced under the legislation, the reduction will not increase the liability of the Company to increase the amount of accident pay in respect of that injury.

7.1.4 An employee upon receiving payment of workers compensation under the legislation and continuing to receive the payment in respect of a weekly incapacity will be paid accident pay by the Company, which is liable to pay workers' compensation under the legislation. The liability by the Company for accident pay may be discharged by another person on their behalf. Accident pay is only payable:

7.1.4(a) whilst the employee is employed by the Company, and is receiving a weekly payment under the legislation.

7.1.4(b) after the first three weeks of employment.

7.1.4(c) for industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the legislation) if the employee had been employed by the Company at the time of the incapacity for at least one month.

7.1.4(d) after the first five working days of incapacity.

7.1.5 An employee, on engagement, may be required to declare all workers' compensation claims made by them or on their behalf in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit their entitlement to accident pay.

7.1.6 The maximum period or aggregate of periods of accident pay to be made by the Company will be 52 weeks for any one injury.

7.1.7 This clause does not apply during any period of other paid leave.

7.1.8 An employee, when submitting a claim for accident pay will give notice in writing to the Company as soon as reasonably practicable after the injury has occurred. It may be provided by a representative of the employee.

7.1.9 An employee will conform to the requirements of the legislation for medical examinations in order to be entitled to accident pay. Where a doctor provides a certificate stating the condition of the employee and their fitness for work or specifies work for which the employee is fit and the work is made available by the Company and refused by the employee or the employee fails to commence the work, the provisions of this clause will cease to apply from the date of the refusal or failure to commence the work.

7.1.10 Where there is a redemption of weekly compensation payments under the legislation the Company's liability to pay benefits under this clause will cease as from the date of the redemption.

7.1.11(a) An employee receiving or who has received accident pay will advise the Company of an action they may institute or any claim they may make for damages. Further, the employee will, if requested, provide an authority to the Company entitling it to a charge on any money payable as a result of any verdict or settlement on that injury.

7.1.11(b) Where an employee obtains a verdict for damages or a settlement in respect of an injury for which they have received benefits under this clause the Company's liability to pay benefits will cease from the date of the verdict. The employee will pay the Company the benefits already received if the verdict for damages is not reduced either in whole or part by the benefits already paid by the Company.

7.1.11(c) Where an employee obtains a verdict for damages against a person other than the Company in respect of an injury for which they have received benefits, the Company's liability to pay benefits will cease from the date of the verdict. The employee will pay the Company benefits already received if the verdict for damages is not reduced either in whole or part by benefits already paid by the Company.

7.1.12 The Company is not required to insure against its liability for the payment of benefits under this clause.

7.1.13 Any changes in compensation rates under the legislation will not increase the amount of the benefits payable under this clause had the rates of compensation remained unchanged.

7.1.14 All rights to any benefits will cease on the death of an employee.

7.1.15 The benefit payment will be pro rata for incapacity for part of a week.

7.1.16 An employee will not be entitled to accident pay whilst they refuse a job offered by the Company as part of a rehabilitation program, where the job:

7.1.16(a) meets the specifications and requirements of the treating doctor chosen by the employee;

7.1.16(b) is approved by a Rehabilitation Provider accredited by the relevant State Government Authority; and where

7.1.16(c) the Company has provided or is prepared to provide appropriate training or re-training.

** end of text **