

**FULLARTON ENGINEERING AND AMWU
GEELONG AREA AGREEMENT 2014 - 2017**

1.0 TITLE

This Agreement shall be known as the **FULLARTON ENGINEERING AND AMWU**
Geelong Area Agreement 2014 - 2017.

2.0 ARRANGEMENT

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3.0 PARTIES BOUND AND SCOPE OF AGREEMENT

3.1 In this Agreement:

"company" means Insert **FULLARTON ENGINEERING**; and

"unions" means Australian Manufacturing Workers Union (AMWU)

3.2 This Agreement applies to all of the company employees who are:

3.2.1. employed at the company's establishment at **FULLARTON ENGINEERING 68 Roseneath Street, North Geelong Vic 3215**; Workshop and Site work only, Excluding Construction Work; and

3.2.2. employed in classifications or occupations covered by the award(s) in clause 5 and are eligible for membership of one of the unions, whether members of the union(s) or not.

3.3. This Agreement binds

3.3.1 the company; and

3.3.2. the unions signatory to this Agreement, their members and persons eligible to be members of the union(s).

3.4 This agreement does not apply to work that falls within the scope of the Building and Construction general On-site Award 2010. This agreement does not apply to work which is conventionally covered by Altona Area Enterprise Agreement(s). The parties agree to reach agreements appropriate to work which is excluded by this clause where such work is to be performed.

4.0 DATE AND PERIOD OF OPERATION

The Agreement commences from **1 July 2014** and it will continue in force until varied, terminated or replaced by agreement of the parties to this Agreement.

The nominal expiry date of this Agreement is 30 June 2017.

5.0 RELATIONSHIP TO PARENT AWARD

5.1 The terms of the Manufacturing and Associated Industries and Occupations Award 2010, or its successor award(s) ("Award"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.

5.2 If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.

5.3 Despite clause **5.1**, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.

- 5.4 In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 5.5 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 5.6 Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

6.0 WAGES

- 6.1. Subject to sub-clauses 6.2 and 6.3 of this Agreement, employees who are bound by this agreement shall be paid the following wage increases:

1.5% - on and from the first pay period on or after 1st July 2014

1.5% - on and from the first pay period on or after 1st January 2015

3% - on and from the first pay period on or after 1st July 2015

2% - on and from the first pay period on or after 1st July 2016

2% - on and from the first pay period on or after 1st January 2017

There will be no further wage increases prior to the 1st July 2017.

6.2 The wage rates in Appendix 1 shall, subject to this Agreement, apply for all purposes of this Agreement and the Award. For the avoidance of doubt, any loading, penalty rate, allowance or other benefit which would otherwise be calculated on the award rate of pay shall be deemed by the operation of this Agreement, to operate in respect to the rate of pay in Appendix 1 and the percentages in 6.1.

6.3 All allowances and special rates shall be increased by the percentage increases in 6.1.

7.0 LONG SERVICE LEAVE

- 7.1 Long service leave accrues on the basis of 1.3 weeks of long service leave per year of completed service or pro-rata thereof and employees are entitled to payment for a proportional amount of long service leave upon termination of employment when their entitlement to long service leave is greater than or equal to 9.1 weeks.
- 7.2 Long service leave may be taken when an employee's entitlement to long service leave is greater than or equal to 13 weeks, or earlier by agreement between the employer and the employee.
- 7.3 An employee who has taken his or her first period of long service may take his or her second period of long service leave once the employee has accrued another 9.1 weeks or more of long service leave.

- 7.4 Public holidays which fall during a period of long service leave are not absorbed into the period of long service leave.
- 7.5 Employment of an employee more than once over a period is to be regarded as continuous if there is an absence of less than 3 months between each instance of employment or, if there is an absence of 3 months or more between two particular instances of employment, but the absence is due to the terms of the engagement of the employee.
- 7.6 Employment of an employee more than once over a period is to be regarded as continuous if the absences between instances of employment are due to the seasonal nature of the employee's employment.
- 7.7 Clauses 7.5 and 7.6 apply even if any of the employment is not full-time; or the employee is employed under two or more employment agreements; or the employee has engaged in other employment during the period.

8.0 EMPLOYEE REPRESENTATIVE

8.1 Shop stewards

- 8.1.1 The Company must recognise shop stewards accredited by the Union.
- 8.1.2 The shop stewards must have the opportunity to meet with all new employees **covered by this agreement within one week of the commencement of their employment**; **such** meetings will be in paid time without loss of pay for the shop steward and employee.
- 8.1.3 Shop stewards must be given reasonable time off with pay (at the prevailing rate) to carry out their duties as shop steward. Wherever practicable, before attending to his or her duties as a shop steward, the shop steward will notify the employer.

8.2 Shop stewards' duties include:

- 8.2.1.1 Representing the Union and its members in workplace relations matters at work;
- 8.2.1.2 Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
- 8.2.1.3 Keeping Union members informed of workplace relations matters and providing advice;
- 8.2.1.4 Interviewing new employees about workplace relations matters.

8.2.1.5 *the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these shop stewards duties.*

8.2.2 Shop steward must be given access to reasonable facilities, such as a telephone, fax, lockable cabinet, email and internet access.

8.2.3 In each work area the employer will ensure that shop stewards will have a prominent notice board for the posting of Union approved notices.

8.2.4 Each year a shop steward will be allowed up to 10 days paid leave per annum to attend Union approved training and other activities. Untaken leave in any year accumulates and may be taken in later years.

8.3 Union meetings

8.3.1 Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.

8.3.2 If a meeting does not happen in a quarter the untaken meeting time carries over into later quarters.

8.3.3 Meetings are to be timed so as to minimise inconvenience for all parties.

9. PERSONAL LEAVE

An employee shall be entitled to two single day absences without the production of a medical practitioner certificate or statutory declaration in lieu of a medical practitioner's certificate .

10.0 CONSULTATION

Introduction of Change

10.1 Company's duty to notify

Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant affects on employees, the company shall notify the employees who may be affected by the proposed changes and the employee representatives.

"Significant effects" include termination of employment, major changes in the composition, operation or size of the company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the

alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award (as varied by clause 5 of this agreement) makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

When the employer contemplates changes to regular rostering or ordinary hours of work, the employer must genuinely consult affected employees and the union(s) covered by this agreement, and any other representative of employees nominated by any affected employee, prior to the introduction of such changes, the effects they are likely to have and the measures for averting or mitigating the adverse effects of such changes.

10.2 Company's duty to discuss change

The company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to in paragraph 10.1 hereof, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in clause 10.1 hereof.

For the purposes of such discussion, the company shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected affects of the changes on employees and any other matters likely to affect employees provided that the company shall not be required to disclose confidential information the disclosure of which would be inimical to the company's interests.

10.3 The company shall provide information in languages other than English for employees of non-English speaking background.

10.4 Company's duty to be reasonable.

10.5 The company shall take reasonable steps to mitigate the adverse effects of change upon employees.

11.0 REDUNDANCY

11.1 Consultation and provision of information

Where the company has made a decision that the company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the company shall hold discussions with the employees directly affected and with their representatives.

The discussions shall take place as soon as is practicable after the company has made a definite decision, which will invoke the provisions of paragraph 3 of 11.1 hereof and shall cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse affects of any terminations on the employee(s) concerned.

For the purposes of the discussion the company shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which, or the time when the terminations are likely to be carried out. Provided that the company shall not be required to disclose confidential information, the disclosure of which would be inimical to the company's interests.

If redundancies are still necessary after following the procedures set out above the severance and notice provisions of the Award shall apply or as otherwise provided by this Agreement.

The over-award redundancy entitlements are set out in 11.3 of this Agreement.

11.2 Statement of Employment

The company shall upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

11.3 Severance Pay

11.3.1 Payment into Protect Fund for all employees in line with the industry standard rate, which is currently \$72.15 and to increase with Industry Fund moves.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised representative of Protect to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that employees may have about the Protect Severance Fund arrangements.

11.3.2 From the first pay period beginning on or after 1 January 1998, all entitlements to redundancy pay as per Clause 42 of the Metal Industry Award 1984, Part 1, will be preserved. This means that:

11.3.3 All accrual will be frozen as at 1 January 1998.

11.3.4 All entitlements will be in accordance with Clause 42 of the Metal Industry Award 1984, Part 1, as at 1 January 1998.

11.3.5 Any entitlements will be paid at the appropriate wage rate of this Agreement.

11.3.6 The amounts in accordance with (11.3.1) are in substitution for periods of service applicable under Clause 42 of the Metal Industry Award, part 1 and there shall be no double counting of service periods which attract the above payments.

11.3.7 Any employee made redundant shall have access to the Protect payments as per this agreement. If the payment that they would have received if their redundancy payment was calculated in accordance with the **TCR** provisions in the parent Award is greater than the Protect payments the employer will make up the additional amount to the level of the **TCR** provision. There will be no double dipping.

12.0 APPRENTICESHIPS

12.1 The parties are committed to providing increased employment opportunities for apprentices and trainees through an effective manufacturing industry policy and an increase in apprenticeship places in the TAFE system. Apprentices and trainees will be paid for attending the required schooling and all associated costs to complete their apprenticeship or traineeship.

12.2 It is agreed that over the life of the relevant agreement that metal trade apprentices will be employed on the basis of the number of permanent tradespersons employed by the individual contractor as follows:

Less than 5 permanent metal trades persons	Optional
5 to 10 permanent metal trades persons	1 apprentice
11 to 20 permanent metal trades persons	2 apprentices
21 to 30 permanent metal trades persons	3 apprentices
31 to 100 permanent metal trades persons	4 apprentices
100 + permanent metal trades persons	5 apprentices

In addition to the above scale the Contractor will recruit a minimum of 1 apprentice in the first year of the term of the agreement.

12.3 All apprentices shall be supervised by an appropriately qualified tradesperson.

12.4 Apprentices will be paid the following percentages of the C10 rate of pay as set out in this agreement;

Year 1	50%
Year 2	60%
Year 3	75%
Year 4	88%

12.5 Throughout their apprenticeship adult apprentices will receive the highest wage rate arising from the application of the following three options:

12.5.1 Where a person was employed by the company immediately prior to becoming an adult apprentice with the company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured; or

12.5.2 The C12 classification wage rate in this Agreement as set out in Appendix 1; or

12.5.3 The wage rate for apprentices as provided in Appendix 1 of this Agreement.

13.0 TRAINING

The company will facilitate quality training and development of its employees. Where an employee undertakes training required by the company it shall be at the company's expense and as far as practicable in the employee's usual working time and the employee will not lose pay for attendance or travel costs associated with such training. Where an employee seeks to undertake further training and development that is consistent with the needs of the company, the company will provide assistance to the employee in terms that the company approves, for this to occur.

14.0 RECLASSIFICATION/COMPETENCY STANDARDS

14.1 Classification and relativities shall be determined according to the provisions of the Metal and Engineering Industry Competency Standards Implementation Guide ("the Guide") as published from time to time by Manufacturing Skills Australia (formerly MERSITAB) or its successors. The Guide is incorporated into this Agreement.

14.2 The employer must ensure, during the life of this Agreement, that there is a review of the classification of employees covered by the agreement, according to the above Guide. Where available, Manufacturing Industry Skills Training and Assessment Services (MISTAS) will be used to conduct this review.

15.0 CASUAL LABOUR

- 15.1 The parties confirm their commitment to maintaining a high level of full time employment and to limit wherever practicable engagement on a short term or casual basis. Whilst it is not expected that a casual would be employed for longer than two months, if this does occur the company will reach agreement with its employee representatives to extend the period by one month. If the position continues beyond the continuous period of 3 months then the casual employee shall thereafter be engaged on weekly hire as a full time employee under the same terms and conditions as a full time employee.
- 15.2 The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of one day's work
- 15.3 Casual employees shall be paid a 25% casual loading on the wage rate of their classification set out in this agreement. This loading applies for all purpose, to avoid doubt the following shall apply: appropriate hourly rate + 25% casual loading + applicable all purpose allowance/s = all purpose casual rate. This is the hourly rate calculated for all purposes, i.e. overtime.
- 15.4 Where the company does engage a casual employee the company will provide the employee with a schedule of hours to be worked and likely period of engagement.

16.0 CONTRACTORS

16.1 Consultation

Before the employer engages contractors or labour hire companies to do work covered by this Agreement the employer must consult with the Union. For the purpose of the consultation the employer must inform the Union of:

- the name of the proposed contractor(s) or labour hire company or companies;
- the type of work proposed to be given to the contractor(s) or labour hire company or companies;
- the number of persons and qualifications of the persons the proposed contractor(s) or labour hire company or companies may engage;
- and the likely duration.

The employer must consult with the Union over issues such as:

- safety;
- criteria for the selection of particular contractors or labour hire companies;

- whether having the work done in-house will enhance or diminish job security for employees engaged under the Agreement;
 - alterations in the working conditions for employees covered by this Agreement caused by the proposed use of contractors or labour hire companies; and
 - inductions and facilities for contractor and labour hire employees.
- 16.2 Wages and conditions of contractors' and labour hire companies' employees

The employer must ensure the wages and conditions of contractors' and labour hire companies' employees engaged to do work covered by this Agreement are no less favourable than the wages and conditions provided for in this Agreement for equivalent or similar work.

17.0 SUPERANNUATION

17.1 Superannuation legislation

17.1.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

17.1.2 The rights and obligations in these clauses supplement those in superannuation legislation.

17.2 Employer contributions

The company shall contribute to the relevant superannuation fund on behalf of each employee an amount equal to 9.5%, on all earnings including ordinary hours, shift penalties, regular rostered overtime, additional hours, bonuses, commission, all no cash payments and all paid leave or **whatever higher amount is set by superannuation as the amount of the superannuation guarantee charge** of the employee's ordinary time earnings or \$125.00 per week, whichever is higher. Where a casual employee is engaged for up to 3 days from Monday to Friday the \$125.00 shall be calculated on a proportionate basis and the company shall contribute the greater of either 9.5% or the proportionate amount. The minimum amount shall increase by the wage percentages in clause 5 of this Agreement.

Superannuation contributions made by the employer on behalf of the employee shall not be absorbed into any rises made by super legislation. Furthermore, any payments made under pre-tax salary sacrifice to Superannuation by an employee are in addition to the employer's SGC obligation

17.2.1 Voluntary employee contributions

17.2.2 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the pre-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause **17.2**.

17.2.3 An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

17.2.4 The employer must pay the amount authorised under clauses **17.2.2** or **17.2.3** no later than 28 days after the end of the month in which the deduction authorised under clauses **17.2.2** or **17.2.3** was made.

17.2.5 Any payments made under clause 17.2.2 are in addition to the employer's obligations under clause 17.2

17.3 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause **17.2** to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses **17.2.2** or **17.2.3** to Australian Super or C+BUS.

In respect of a default fund employee, contributions must not be made for such employee into a fund or scheme that does not have a MySuper product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the [employee](#), and each other [default fund employee](#) in relation to whom contributions are made, are defined benefit members.

17.3.1 Absence from work

Subject to the governing rules of the superannuation fund, the employer must also make the superannuation contributions provided for in clause **17.2** and pay the amount authorised under clauses **17.2.2** and **17.2.3**.

Paid leave

While the employee is on any paid leave.

Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- the employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- the employee remains employed by the employer.
- Superannuation payments shall also be made by the employer whilst the employee is receiving income protection payments

18. WORKPLACE FLEXIBILITY

18.1 The terms in clause 18.5.1 of the Agreement may be varied by an individual flexibility arrangement ("IFA").

18.2 The Employer will not make an IFA unless the following conditions are satisfied:

18.2.1 The IFA must be about matters that would be permitted matters if the arrangement were an enterprise agreement;

18.2.2 The IFA must not include a term that would be an unlawful term if the arrangement were an enterprise agreement;

18.2.3 The IFA must be genuinely agreed to by the employer and the employee;

18.2.4 The IFA must result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to;

18.2.5 **The IFA must be able to be terminated:**

18.2.5.1 by either the employee, or the employer, giving written notice of not more than 28 days; or

18.2.5.2 by the employee and the employer at any time if they agree, in writing, to the termination.

18.2.6 The IFA must be in writing and signed:

18.2.6.1 in all cases—by the employee and the employer; and

18.2.6.2 if the employee is under 18—by a parent or guardian of the employee; and

18.2.6.3 The IFA must be given to the employee within 14 days after it is agreed to.

18.3 Where the employer intends to reach any individual flexibility arrangement under this Agreement, the employer must inform in writing, any union(s) covered by this agreement of the employer's intent to enter such an arrangement, at least seven days prior to entering that arrangement. When informing the union(s) under this subclause, the employer must:

18.3.1 include details of the term(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.

18.3.2 not disclose the name of any employee who the employer proposes to be subject to the individual flexibility arrangement, without the consent of that employee.

For the avoidance of doubt, informing union(s) under this subclause does not mean that those union(s) must approve or consent to the individual flexibility arrangement.

18.4 It is a very serious breach of this Agreement if the Employer enters into an IFA and the above conditions are not satisfied.

18.5 The terms that may be subject to an IFA are:

18.5.1 Annual Leave single day absences - Upon the request of the employee, the employer may agree to single day annual leave absences to be taken up to a maximum of 10 days.

19.0 DISPUTE SETTLEMENT PROCEDURE

19.1 Matters arising from this agreement which may be resolved using the procedure in this clause are all matters which pertain to the relationship between the employer and the employees whose employment is covered by this agreement, and all matters which pertain to the relationship between the employer and union(s) covered by this agreement.

19.2 For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the "General Protections" provided in the *Fair Work Act 2009* ("the Act"), and the National Employment Standards detailed in the Act, including any refusal of requests by the employer under s.65(5) and s.76(4).

19.3 The employee/s concerned shall first meet and confer with their immediate supervisor. The employee/s may appoint a representative to act on their behalf including a Shop Steward.

19.4 Subject to 19.5 and 19.6, below, where a representative who is an employee is involved, he or she shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.

19.5 If the matter is not resolved at such a meeting further discussions involving more senior management and employee representatives will take place.

19.6 The representative shall be allowed, at a place designated by the Company, a reasonable period of time during working hours to interview external advisors requested by the employee representative, in the workplace.

19.7 To facilitate the speedy and efficient resolution of disputes:

19.7.1 the party with the grievance must notify the other party at the earliest opportunity of the problem;

19.7.2 throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and

19.7.3 sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedure is carried out as quickly as possible.

19.8 Subject to **19.9**, below, whilst the parties are attempting to resolve the matter the pre-dispute status quo shall prevail. Where the dispute arises from a decision of the Company the situation that prevailed prior to that decision shall prevail. Subject to this Agreement, the parties will continue to work in accordance with this Agreement and their contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety in which case the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.

19.9 Subject to the pre-dispute status quo, whilst these processes are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

19.10 If any party fails or refuses to follow any step of this procedure the non breaching party shall not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to the Fair Work Commission.

19.11 If conciliation fails to resolve the matter in dispute, Fair Work Commission shall resolve the matter by arbitration.

19.12 In any dispute raised pursuant to this clause of the Agreement the employer and the union agree that each party shall bear its own costs."

20.0 CONSULTATIVE COMMITTEE

20.1 The parties agree to establish a consultative committee to assist the parties improve productivity, efficiency and to provide for the effective involvement of

employees in the decision making process. The committee will consist of an equal number of company and union representatives.

20.2 The objectives of the committee are to investigate, determine, and make recommendations on matters including but not limited to:

- (i) introduction of new technology
- (ii) changes to work organisation
- (iii) expansion and investment
- (iv) quality
- (v) productivity improvement
- (vi) new management practices

20.3 Union representatives on the committee will have adequate time and access to the employees they represent:

- (i) prior to the committee meetings to prepare for agenda items;
- (ii) following committee meetings to report back, when necessary, on issues discussed.

20.4 Committee members will be provided with all relevant information and access to documentation and data pertaining to the subject matter in order to assist the consultative process, except where the company is unable to do so for privacy or confidentiality reasons.

21.0 PAYMENT OF WAGES

21.1 Period of Payment

Wages shall be paid weekly.

21.2 Method of Payment

Wages shall be paid by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the employee.

In the case of employees paid by cheque, if the employee requires it, the employer shall have a facility available during ordinary hours for the encashment of the cheque.

21.3 Payroll deductions

21.3.1 Upon the employer receiving a request in writing from an employee for payroll deductions the employer must, on the next pay (or the pay after next if the next pay is less than 7 days away), deduct the amount or amounts specified by the employee and within 24 hours of the pay, forward on the amount or amounts deducted in full to the recipient designated by the employee.

21.3.2 The Company agrees to provide employees with a direct debit facility from wages for union dues for remittance to the relevant union.

- 21.3.3 Employees may request that payroll deductions be sent to insurers, financial institutions, charities and other bodies that may lawfully collect money.
- 21.3.4 The employer must continue to make and forward deductions in this manner for as long as requested by the employee.
- 21.3.5 Unless the employee specifies otherwise, when the employee is paid in advance for leave the required deductions will be made and forwarded in advance.
- 21.3.6 When an employee takes unpaid leave or stops being paid by the employer for a period of 3 days or more the employer must ask the employee what to do about deductions. If the employee does not respond in 3 days deductions must cease.
- 21.3.7 The employer must ensure the details of all deductions are shown on the employee's payslip.
- 21.3.8 An employer is not required to provide payroll deductions for employees engaged for periods less than 3 months.

22.0 FACILITIES

22.1 The company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the dispute settlement procedure.

22.2 The company shall make adequate provisions for nominated qualified persons to be available to render first aid and be paid the relevant award allowance as adjusted by this Agreement. Where an allowance has been agreed at the workplace level which is in excess of the award then the greater will apply and be adjusted by this agreement.

23.0 INCOME PROTECTION

- 23.1 The Company shall pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.
- 23.2 However the Company will not have to comply with clause **23.1** as long as the Company provides and maintains a policy of income protection insurance for all employees covered by this Agreement. The Company must pay premiums of an amount of 2.2% of the payroll for Agreement employees (inclusive of GST and stamp duty) to income protection insurer WAGEGUARD or an agreed provider. The terms of the income protection policy will provide a maximum fourteen calendar day waiting period, 90% of the employee's average weekly earnings for up to two years for non work related sickness or injury and 100% for Workcover top up for up to two years. The rates at which these payments are due must be raised by any increase provided for in this Agreement.

- 23.3 While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Company must continue to make superannuation contributions and Incolink/Protect contributions—on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to Incolink/Protect contributions—under this Agreement that increase will apply to the contributions).
- 23.4 While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Company and his or her absence shall count as service for the purposes of annual leave for up to 3 months and for all other purposes for up to 2 years in respect of any one disablement.
- 23.5 Any paid leave used (i.e. long service leave, annual leave etc) by an employee after the fourteen day waiting period will be reimbursed to the employee once the claim is approved by the provider.
- 23.6 Whilst an employee is receiving income protection payments the Company shall increase the wages of the employee as set out in clause 6.1.
- 23.7 The Company agrees to effect the necessary insurance with that provider within 7 days of signing this Agreement. Also the Company agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

24. OCCUPATIONAL HEALTH AND SAFETY

The parties to this agreement abhor loss of life, sickness and disability caused at work, and believe that persons at work should be given the highest level of protection for their health and safety. The company is committed to applying the principle that hazards and risks shall be eliminated at the source through the application of the hierarchy of control.

24.1 REPRESENTATION

- 24.1.1 The parties agree that each agreed DWG is entitled to elect at least one HSR as a minimum. The election of more than one HSR per group and a deputy shall be subject to the agreement of the DWG and the parties. Elected HSRs and deputies may also be union delegates.
- 24.1.2 The members of the DWG shall determine how the election is to be conducted and may seek the assistance of the union at any time in making this determination and in the conduct of the election.
- 24.1.3 HSRs and deputies shall be elected by and from their DWG to hold office for a maximum of 3 years, subject to the wishes of the members of their work group.

24.2 RIGHTS AND POWERS

- 24.2.1 All rights, powers and entitlements of a HSR commence at the point of election.
- 24.2.2 The company will continue to permit HSRs the following courses of their choice, provided that the HSR gives 14 days notice prior to the commencement of the course(s)
- An approved introductory HSR course of at least 5 days duration
 - Approved Refresher courses on an annual basis
 - Any other approved courses of training
- 24.2.3 The company shall also permit HSRs up to 5 days per year on a non-cumulative basis, over and above the entitlement in Clause 24.2.2 of this agreement to attend any other OHS seminars or conferences, networks, meetings or information sessions which are endorsed or facilitated by the AMWU of the HSR or deputies choice.
- 24.2.4 The company will permit HSRs or deputies to take such time off work as is necessary to attend any of the courses or sessions outlined in clauses 24.2.2 and 24.2.3 of this agreement, with such pay as they would otherwise be entitled to receive if they were at work.
- 24.2.5 The company shall pay the cost of the course and other costs associated with the HSRs or deputies attendance for all of the courses outlined in Clauses 24.2.2 and 24.2.3 of this agreement.
- 25.2.6 The company is to permit HSRs to consult and communicate with and seek the assistance of anyone they deem necessary to assist them in representing employees. If required by the HSR, such consultation will take place on the premises at which work is being carried on under this agreement.
- 24.2.7 The company is to permit the HSRs to call meetings, during working hours of and with employee(s) to consult them on health, safety and rehabilitation matters. No employee shall lose pay during such meetings. HSRs may invite and have present anyone they deem may assist with the issues to be discussed, provided that reasonable notice is given and attempts made to minimise disruption to work.
- 24.2.8 HSRs shall be provided access as needed, to appropriate facilities including but not limited to noticeboards, a telephone, a computer with email and internet connection, a private room, a photocopier, a camera etc.
- 24.2.9 HSRs shall not suffer any loss of wages or remuneration for carrying out their role as HSRs.

24.3 CONSULTATION AND ISSUE RESOLUTION

- 24.3.1 The parties agree that Health and Safety Committee(s) shall be set up when requested by HSRs. At least half the membership of all such committees shall be HSRs or their deputies as worker representatives.

Where it is agreed between the parties that the not all HSRs and deputies shall be members of all committees, worker representation on the committee shall be agreed between the HSRs and deputies.

24.3.2 The parties are agreed that the provisions of Sections 35 - Duty to consult and 36 – How employees are to be consulted of the Victorian Occupational Health and Safety Act 2004, as that Act stood on 30 June 2009, shall continue to apply to consultation on all OHS matters.

24.3.3 The parties agree that the provisions of Section 73 – Resolution of health and safety issues of the Occupational Health and Safety Act 2004, and, Part 2.2 of the Occupational Health and Safety Regulations 2007, as they stood at 30 June 2009, shall continue to apply to the resolution of all OHS issues.

24.3.4 The company will continue to comply with its obligations under State occupational health and safety legislation, regulations and compliance codes.

25.0 NO EXTRA CLAIMS

The Union and **FULLARTON ENGINEERING** agree that between the date of the commencement of operation of this agreement and its nominal expiry date, neither the union nor **FULLARTON ENGINEERING** shall make any extra claims against each other relating to the terms and conditions of employment applying to the employees subject to the operation of this agreement. Neither the Union nor **FULLARTON ENGINEERING** shall seek to reduce any pay or condition of employment for work covered by this agreement for any employee during this period.

26.0 HOURS OF WORK AND LEISURE TIME

Employees will be entitled to additional days off without loss of pay as follows:

26.1 This clause shall be read in conjunction with Part 5 of the Award.

26.2 There shall be flexibility in taking additional rostered days off against the principle of balancing the needs of the employee and the Company.

This flexibility will be arranged at the Company level by agreement between the Company and the majority of employees who are covered by this agreement.

Employees shall be entitled to take 26 RDO's per annum.

26.3 The ordinary hours of work are to be an average of 36 per week but not exceeding 144 hours in 28 days. The incorporated terms of the Manufacturing and Associated Industries and Occupations Award 2010 shall be read with the changes required to provide for a 36 hour week.

27.0 PAID PARENTAL LEAVE

The employee shall be entitled to take paid maternity leave or paid paternity leave by using personal leave.

When an employee takes the PPL entitlement as per the Parental Leave Act 2010, the employer will continue to pay the employees superannuation and long service leave entitlements for that period.

28.0 CALL BACK PROVISIONS

The following call back provisions will apply in total substitution for the call back provisions contained in clause 40.5 of the Award, including sub-clauses 28.1 to 28.5 (inclusive), contained in this clause.

- 28.1 An employee recalled to work overtime after leaving his or her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate overtime penalty rate for each time he or she is so recalled. If an employee at the time he or she is so recalled is being paid for standing by in accordance with clause 40.6. "Standing By" of the Award he or she shall be paid for a minimum of three hours' work at the appropriate overtime penalty rate for each time he or she is so recalled.
- 28.2 Employees so called back will not be required to work the full three or four hours as the case may be if the job he or she was recalled to perform is completed within a shorter period.
- 28.3 The terms of this call back clause shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours.
- 28.4 Overtime worked in the circumstances specified in this clause shall be regarded as overtime for the purpose of clause 40.10 "Rest period after overtime" of the Award.
- 28.5 Any provision that currently applies at the workplace that provides greater employee payment provisions and/or better access to rest breaks for called back employees, will continue to apply in substitution for the relevant provisions of this call back clause.

29.0 TRAVEL ALLOWANCE

- 29.1 Fares and travelling allowance shall be paid to an employee working on site within a 50-km radius of the Post Office Geelong or Melbourne, depending on place of employment.
- 29.2 When an employee is required to travel anywhere outside the company's establishment (refer **3.2.1** of this Agreement), the employee will be paid travel allowance set out at 29.3 of this Agreement.
- 29.3 **The travel entitlement currently \$32.82 will increase annually as per the wage increases at 6.1.**
- 29.4 Employees required to travel beyond 50 km shall be paid, in addition to the above travel allowance, at the site rate ordinary time to the next nearest hour to and from the radius.

Provided that payment shall not be made:

- (a) For any day on which the employee is absent from work for any reason;
- (b) For any day employees are required to commence and cease work at the employer's workshop, yard or depot;
- (c) To any employee provided with, or picked up by, a company vehicle to travel from his home to a site or return.

- 29.5 Employees transferred from one job site to another during ordinary working hours shall be paid for the time occupied in travelling, and unless transported by the Employer, shall be reimbursed the reasonable cost of fares by the most convenient public transport between such job sites.
- 29.6 Provided that where the employer requests an employee to use his own vehicle to effect such a transfer and the employee agrees to do so, the employee shall be paid an allowance at the rate of 74 cents per kilometre which shall be adjusted by any award increase in the kilometre allowance.
- 29.7 The travelling allowances prescribed in the clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave, but shall be payable for any day upon which the employee, in accordance with the employer's requirements, works or reports for work or allocation of work.
- 29.8 Employees commencing work at the workshop and who are then transferred to site during the course of the day and cease work at the site, or employees commencing work on site and then transferred back to the workshop during the course of the day cease work at the workshop, shall be paid half the normal travel allowance for the day.

30.0 FLEXIBLE WORKING PRACTICES

30.1 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, classification and competence and training, consistent with the classification structure of the Award, provided that such duties are not designed to promote de-skilling.

30.2 The Company may direct an employee to carry out such duties use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment within their classification.

30.3 Any direction issued by the Company pursuant to subclause (30.1) and (30.2) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

31.0 PRODUCTIVITY AND EFFICIENCY/CONSULTATIVE PROCESS

31.1 Through the joint Consultative Committee, this Agreement establishes a process for the parties to the Agreement to consult each other about matters involving changes to the organisation and a commitment to the continuous improvement of productivity and efficiency.

31.2 Existing flexibility's on the transfer of R.D.O.'s without penalty, method of payment of the 36 hour week, overtime in the workshop and the method of

implementing the three (3) work period day, will continue to be developed along with other flexibilities by agreement.

31.3 The parties agree to adhere to Quality Assurance / Quality Control programmes and procedures.

31.4 The Company agrees to continue its equal payment system.

32.0 RETURN FROM SITE

On any day, an employee who is on a site and carrying out a task and who returns to the Companies workshop to continue that task will be paid the site rate for the day only.

NOTE: This does not cover employees sent to a site to measure, inspect, carry out incidental tasks or bring work back to the workshop. It is designed to cover an employee who strikes trouble whilst on site and who can complete the job more quickly and / or efficiently by returning to the workshop.

33.0 CLIENT COMPANY OR MAINTENANCE PROVIDER HOURS OF WORK

33.1 Where employees work at a plant location where the Client Company or Maintenance Provider applies to his employees, members of the same unions as are party to this Agreement, by award or agreement, average ordinary hours of work per week that are less than the provisions of this agreement such provisions shall also apply on a pro-rata basis to employees engaged under the terms of this Agreement.

33.2 Where the Agreement defines the adoption of hours of work of the Client Company or Maintenance Provider, when they are more generous than this agreement this also applies to the method of working overtime and the taking of crib breaks.

34.0 REST PERIOD - CONTRACT WORK

Where a Client Company applies a seven (7) day rest period, this does not apply to the Company's contract work.

35.0 SHORT SHIFT - CONTRACT WORK

Where an employee of the Company works at a Client Company premises on an afternoon or night shift that does not continue for at least five (5) successive afternoon or night shifts, including weekends, then he or she shall be paid for each shift 50 per cent for the first three hours thereof, and 100 per cent for the remaining hours thereof, in addition to his ordinary rate.

36.0 NORMAL SHIFT - CONTRACT WORK

If the shift continues for at least five (5) successive afternoon or night shifts, including weekends, and the employee is directed by the Company to work less than five (5) successive afternoon or night shifts, then the penalty rate as outlined above will apply.

37.0 SITE AGREEMENTS

Where an employee is employed or engaged at a site/client premises, where there is a general provision that applies to employees engaged on that site/client premises that provides a benefit that is superior to the provisions of this agreement, then the superior conditions shall apply. This provision shall go to such issues as wages, site allowances, classification levels and the like. For the avoidance of doubt, the dispute resolution procedure contained in this agreement applies to disputes over the application of this clause.

38.0 DISTANT SITE ALLOWANCE

A distant site allowance of \$87.00 per night or \$609 per week shall be paid.

38.1 Where the Company employs and directs a worker to perform work on a project located at a radius of 85 kms or more from the workshop, they shall receive an allowance as above.

38.2 The parties agree that employees paid this allowance will relocate to reside within a 50 km radius of the site. Should employees choose to relocate outside of 50 km radius, then they would not be eligible for travelling time or kilometre allowance.

38.3 If an employee satisfies the Employer that he will reasonably incur a greater outlay than that prescribed, then the Employer will agree to meet any out of pocket expense.

39.0 WORK PERIODS/REST BREAKS

The daily hours shall be structured to provide a three (3) work period day. The timing and duration of such rest breaks shall be determined by the job requirements and by discussion between the Company, its employees and employee representatives.

39.1 Paid Crib Break

Employees shall be paid a 20 minute crib break in lieu of an unpaid lunch break.

It is agreed by all parties that from time to time an employee or employees may be required to continue working through part or all of this Crib Break should an urgent need arise.

39.1.1 Shall not apply where employees are working as supplementary labour to another company where the client company's practices do not allow for this (ie: client company conditions).

40.0 ALTERNATIVE DUTIES

(i) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote deskilling.

(ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

(iii) Any direction issued by an employer pursuant to subclause (i) and (ii) shall be consistent with the employer's responsibilities to provide a safe and health working environment.

41.0 DISABILITIES

The over-award rates contain an allowance as a general disability allowance in lieu of the Manufacturing and Associated Industries and Occupations Award 2010 disability payments expressed in 32..3

42.0 PROTECTIVE CLOTHING

The Company will supply and launder overalls.

42.1 SAFETY BOOTS

42.1.1 The Company agrees, for weekly hire employees, to purchase or reimburse the cost of one pair of safety boots per year up to the value of \$137.50 Casual employees will be paid a boot allowance of \$2.64 per week.

42.1.2 It is further agreed that upon verification by the Client Company that an employee having worked in conditions which were such that wear and tear resulted to the safety boots, which can be viewed as being beyond the normal deterioration rate, the employee may present a claim for further subsidy.

42.1.3 The Company retains at all times, the right to make the final decision for claims submitted in this matter.

43.0 SITE JACKETS

The Company agrees to arrange for the supply of suitable Australian made jackets for all weekly hire employees subject to the following terms and conditions:

43.1 An employee may, between the 1st March and the 31st October, elect to be provided with a jacket.

43.2 Provided further that, upon verification by the Employer that an employee having worked in conditions which were such that wear and tear resulted to the jacket, which can be viewed as being beyond the normal deterioration rate the employee may claim a replacement jacket.

43.3 An employee will be provided with a jacket each two years.

44.0 ANNUAL LEAVE, ANNUAL LEAVE LOADING, LONG SERVICE LEAVE

44.1 ANNUAL LEAVE ACCRUAL

The accrual rate of 2.77 hours for each week worked (36 hour week).

44.2 ANNUAL LEAVE PAYMENT

An employee proceeding on annual leave will be paid a pro rata rate of pay based on such employee's actual ordinary time earnings.

44.3 ANNUAL LEAVE LOADING

Where annual leave loading is applicable, it shall apply to pro rata leave on termination for any reason.

44.4 SINGLE ANNUAL LEAVE DAYS

Upon the request of the employee, the employer may agree to single day annual leave absences to be taken up to a maximum of 10 days.

44.5 CONSTRUCTION LONG SERVICE LEAVE

44.5.1 For all on site work, Long Service Leave accruals shall be in accordance with the Construction Industry Long Service Leave Act.

44.5.2 The Company agrees to the non absorption of Public Holidays occurring during a period of Long Service Leave.

45.0 SAFETY

45.1 REGULATIONS

45.1.1 **FULLARTON ENGINEERING** may, from time to time, issue regulations designed to improve working practices and conditions. At a number of sites and establishments where the Company will undertake work regulations of the principals of the Company will be in force concerning safety, and it is an express condition of employment of all employees covered by this Agreement that such regulations as are issued from time to time will be strictly observed. It is recognised by the parties to the Agreement that failure to observe these regulations can be grounds for instant dismissal.

45.1.2 It shall be the duty of the Company to ensure that each employee is made aware of the regulations in force on the site or establishment on which the employee works.

45.1.3 Nothing within this clause shall prejudice the rights of Occupational Health and Safety Representatives as defined in the Occupational Health and Safety Act 2004.

46.0 SAFETY GLASSES

46.1 The Company shall provide appropriate safety glasses including prescription glasses for all employees to satisfactorily perform the functions associated with their classification.

46.2 No claims will be entertained for replacement or repair of prescription glasses from employees who have not availed themselves of this provision

47.0 FIRST AID CERTIFICATE COURSES

47.1 The Company agrees to meet enrolment costs and other costs associated with an approved first aid course for Company nominated persons subject to satisfactory completion and gaining of a certificate.

47.2 The Company agrees to have at least two (2) staff members gain Level Two St. Johns ambulance first aid certificates.

48.0 EXTREME HOT WEATHER

In the event of conditions of hot weather, the company will develop a procedure, which is consistent with the following principles:

- the parties agree there shall be no unilateral automatic cessation of work in hot weather.
- dependent on circumstances and the job in hand; employees may be relocated to other work areas or locations if the need arises.
- start and finish times maybe varied by agreement to avoid the hot parts of the day.

Where there is no contractor specific procedure, this clause shall have no application and will not be an impediment to the processing of any agreement through Fair Work Commission.

49.0 DEMARCATION

The parties to this Agreement are committed to removing barriers to the utilisation of the skills acquired.

All demarcation disputes shall, in the first instance, be referred by the Employee representative to The Company and to his employee representative.

The employee representative concerned will endeavour to settle the dispute by mutual agreement. If the Unions are unable to reach agreement, such disputes may be referred to the appropriate State or Federal authority. Pending the determination of the dispute, all work shall continue to be performed by such employees as were directed by the Company to perform such work prior to the dispute.

50.0 AMENITIES

The Company shall provide site huts for the exclusive use of their employees, unless the Client companies provide same. As a minimum:

50.1 Site huts shall be of such dimensions as to provide 8 square feet of floor space for every person employed on the job, with a minimum of 80 square feet.

50.2 Coat hooks shall be provided in each site hut.

50.3 Suitable and adequate seating accommodation together with a table shall be provided.

50.4 In the event of wet or cold weather, reasonable heating facilities will be provided in site huts for warmth and the drying of clothes.

50.5 Boiling water for tea making shall be provided.

50.6 Artificial lights shall be provided where necessary.

50.7 All site huts shall be weather proof, soundly constructed with sufficient number of windows, shall be floored and lined with suitable material to the ceiling and walls where necessary, and shall be adequately ventilated and fly proofed. Tea, coffee, sugar, milk, fridges, pie warmers, air conditioners and microwaves will be provided in accordance with existing practices.

51. SATURDAY WORK

All work on a Saturday will be paid at double time where this is an existing client practice on client sites.

It is agreed that from 1 January 2011, payment for all overtime worked in the workshop on a Saturday will be at double time.

It is agreed that from 1 July 2013, payment for all overtime worked on a Saturday will be at double time.

52. ACCIDENT PAY

52.1 The Company shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

52.2 **Accident pay** means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's ordinary rate, which will increase with the wages increases contained in this Agreement at clause 6.1.

52.3 The Company shall pay or cause to be paid accident pay as defined in clause **52.1** during the incapacity of the employee arising from any one injury for a total of 52 weeks whether the incapacity is in one continuous period or not.

52.4 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

53.0 JURY SERVICE

53.1 A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.

53.2 Where a part time employee is required to attend for jury service and such attendance coincides with a day on which the employee would

normally be required to work, payment shall be made to the employee in accordance with clause **53.1**.

53.3 An employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. Further, the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

54 SEVERANCE PAY - EMPLOYEES OF A SMALL EMPLOYER – SAFETY NET

Small employer means an employer which employs fewer than 15 employees.

The minimum level of severance pay for an employee of a small employer whose employment is terminated by reason of redundancy is the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and over	8 weeks' pay

This provision is in this Agreement only as a safety net, and if there is a better entitlement set out expressly in this Agreement or elsewhere, the better entitlement will prevail.

55. ADDITIONAL PUBLIC HOLIDAY(S)

55.1 There shall be an overall entitlement to 11 public holidays each calendar year. If fewer than 11 public holidays are prescribed in a calendar year the parties shall endeavour to reach agreement on which day or days shall be deemed to be the additional public holiday(s). If the parties cannot reach agreement, the matter shall be determined under the dispute settlement procedure with due regard being taken to past practices and entitlements in the industry.

55.2 Whenever Anzac day falls on a weekend the next working day shall be observed as a substitute public holiday.

57.0 SIGNATORIES

**Signed and dated on behalf of the Automotive Food, Metals, Engineering,
Printing and Kindred Industries Union**

Address

Name	Title	Date
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Witness	Witness Signature
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Signed on behalf of FULLARTON ENGINEERING

68 Roseneath Street, North Geelong 3215

Name	Title	Date
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Witness	Witness Signature
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APPENDIX 1

WAGE RATES GAA							
<i>Note - Rates not inclusive of Tool Allowance or EFT Allow.</i>							
			<i>Install. (1)</i>	<i>Install. (2)</i>	<i>Install. (3)</i>	<i>Install (4)</i>	<i>Install (5)</i>
			1.5%	1.5%	3%	2%	2%
Category	Comments	Existing	1/07/14	1/01/15	1/07/15	1/01/16	1/07/16
C8	110%	1384.98	1405.77	1426.84	1469.64	1499.04	1529.02
C9	105%	1322.02	1341.86	1361.99	1402.84	1430.90	1459.52
C10	100%	1259.07	1277.96	1297.13	1336.04	1362.76	1390.02
C11	92.4	1163.38	1180.84	1198.55	1234.50	1259.19	1284.38
C12	87.4	1100.43	1116.94	1133.69	1167.70	1191.05	1214.88
App 1	50%	528.81	638.98	648.57	668.02	681.02	695.01
App 2	60%	692.49	766.78	778.28	801.62	817.66	834.01
App 3	80%	944.30	1022.37	1037.70	1068.83	1090.21	1112.02
App 4	90%	1107.98	1150.16	1167.42	1202.44	1226.48	1251.02
<i>All SITES (excluding Shell)</i>							
Leading Hand and Tool Allowance Weekly All Purpose Rate							
Category	Comments	Existing	1/07/14	1/01/15	1/07/15	1/07/16	1/01/17
			1.5%	1.5%	3%	2%	2%
3 – 10		\$37.32	37.89	38.45	39.60	40.39	41.20
11 – 20		\$55.92	56.76	57.61	59.34	60.52	61.73
20+		\$70.93	71.99	73.07	75.26	76.77	78.31
Tool Allow.	C10	\$18.14	18.41	18.69	19.25	19.63	20.07
First Aid Allowance (Current Certificate) Flat Weekly Rate							
Category	Comments	Existing	1/07/14	1/01/15	1/07/15	1/07/16	1/01/17
			1.5%	1.5%	3%	2%	2%
Fist Aid		\$17.03	17.29	17.54	18.07	18.43	18.80
Travel Allowance Flat Daily Rate Per Day Worked on Site							
Category	Comments	Existing	1/07/14	1/01/15	1/07/15	1/07/16	1/01/17
Travel			1.5%	1.5%	3%	2%	2%
		32.82	33.31	33.81	34.83	35.52	36.23
Tenix+ Car Companies (38 hr week allowance flat hourly rate @ 1.8%)							
		Existing	1/7/14 - 1.5%	1/1/15 - 1.5%	1/7/15 - 3%	1/7/16 - 2%	1/1/17 2%
38 hr	C10	\$1.69	1.72	1.74	1.79	1.83	1.87
38 hr	C11 and C12	\$1.64	1.66	1.69	1.74	1.78	1.81

Alcoa							
		Existing	1/07/14 1.5%	1/01/14 1.5%	1/07/15 3%	1/07/16 2%	1/01/2017 2%
<i>C10 + SCWA</i>	<i>Special Class Welding Allowance</i>	40.16	40.76	41.37	42.62	43.47	44.34
<i>C10</i>		39.79	40.39	40.99	42.22	43.07	43.93
<i>C11</i>		38.60	39.18	39.76	40.96	41.78	42.61
<i>C12</i>		35.69	36.22	36.76	37.87	38.62	39.40

SHELL RATES					
<i>Note - Rates inclusive of EFT Allowance & Call-In Roster Allowance</i>					
<i>Rates not inclusive of Tool Allowance</i>					
Category	Comments	1/07/2014	1/04/2015	1/04/2016	1/04/2017
<i>RW1</i>	<i>Trades Assistant Operate hand tools, work unsupervised, Operators Grade 3, minimum one certified skill as set out in the Worksafe Australia Guideline</i>	\$1390.90	\$1428.35	\$1466.85	\$1506.75
<i>RW2</i>	<i>Single Skilled Rigger, Scaffolder, Crane Driver less 20 tonne, Dogman, Concrete finisher, Operator Grade 2 or as set out in WorkSafe</i>	\$1494.15	\$1534.40	\$1576.05	\$1618.40
<i>RW3</i>	<i>Multi Discipline Minimum 3 certified skills as set out in the Worksafe Australia Standard</i>	\$1509.20	\$1549.80	\$1591.80	\$1634.85
<i>RW4</i>	<i>Tradesperson Trade Qualification</i>	\$1535.80	\$1577.10	\$1619.80	\$1663.55
<i>RW5</i>	<i>Advanced Tradesperson Coded welder</i>	\$1549.45	\$1591.45	\$1634.15	\$1678.25
<i>RW6</i>	<i>Advanced Tradesperson (C10 +DLI)</i>	\$1612.45	\$1655.85	\$1700.65	\$1746.50
Category	Comments	1/07/2014	1/04/2015	1/04/2016	1/04/2017
<i>'B' Class</i>	<i>Per Hour(flat)</i>	\$1.62	\$1.66	\$1.71	\$1.75
<i>'C' Class</i>	<i>Per Hour(flat)</i>	\$3.70	\$3.80	\$3.90	\$4.01
<i>'D' Class</i>	<i>Per Hour(flat)</i>	\$5.65	\$5.80	\$5.96	\$6.12
<i>Call-In</i>		\$14.90	\$15.30	\$15.71	\$16.14
<i>Extra Dirty Work</i>	<i>Per Hour(flat)</i>	\$1.55	\$1.59	\$1.63	\$1.67
<i>TEL</i>	<i>Per Hour(flat)</i>	\$2.99	\$3.07	\$3.15	\$3.24
<i>Tool Allowance</i>	<i>Per Week</i>	\$18.51	\$19.00	\$19.52	\$20.05

	<i>(All Purpose)</i>				
<i>First Aid</i>	<i>Per Week(flat)</i>	\$17.36	\$17.83	\$18.31	\$18.81
<i>Leading Hand Allowance</i>	<i>Per Week (All Purpose)</i>				
<i>3-10 Employees</i>		\$38.05	\$39.08	\$40.13	\$41.22
<i>11-20 Employees</i>		\$57.00	\$58.54	\$60.12	\$61.74
<i>More than 20 Employees</i>		\$72.34	\$74.29	\$76.30	\$78.36

APPENDIX 2

This Appendix applies and will take precedence while working at the Shell (or successor operator) Geelong Refinery (“Refinery”) and shall be defined as all work areas contained within the boundaries of the Refinery, the Jetty, the Lara LPG Terminal, the Western Tank-Farm and the Distribution Pipeline to Newport Terminal (Altona).

The Classification Structure RW4 is equivalent to the Award C10.

Note: The rates in Appendix “1” are inclusive of the following allowances.

EFT \$.05 cents, Recall and Call-In Allowance

1.0 DATE AND PERIOD OF OPERATION

This Agreement shall operate from 1 July 2014. The parties agree that this Agreement shall operate from the date of order of Fair Work Commission and shall have a nominal expiry date of 30 June 2017.

2.0 INCORPORATED AWARDS

In addition to the Manufacturing and Associated Industries and Occupations Award 2010’s incorporation under clause 5.0 of the principal part of this Agreement, the terms of the Standard Hours (Oil Companies) Award 2003 as it stood on the 1 March 2006 are similarly incorporated into this Appendix, but where there is an inconsistency between Manufacturing and Associated Industries and Occupations Award 2010 and the Standard Hours (Oil Companies) Award 2003, the latter shall prevail. In summary, this means a standard working week of 35 hours shall apply.

3.0 REFINERY SPECIFIC ALLOWANCES

The following allowances will be paid according to the agreed criteria:

3.1 Extra Dirty Work

(i) Employees engaged in extra dirty work inside boilers, vessels, heat exchangers, smoke channels, furnaces, columns and towers, having been opened up as a result of a whole or partial shutdown of plant or unit, will receive a special disability allowance per hour for all time worked to compensate them for the extra dirty work at the rate contained in the Shell Rates table above.

Where it is agreed between the employees and **FULLARTON ENGINEERING** that other work (not being work inside vessels or containers as specified above) gives a comparable disability in relation to excessive dirtiness, the allowance will be payable for such work.

3.2 Acid Suits

(i) Where “B” Class clothing is required to be worn a payment per hour worked will be paid with a minimum of 2 hours payment, rate referenced in the Shell table above.

(ii) Where “C” Class clothing is required to be worn a payment per hour worked will be paid with a minimum of 3 hours payment), refer Shell table above for applicable allowance.

(iii) Where “D” Class clothing (Zoot Suit - Protector CRE6) is required to be worn a payment (refer Shell table above for applicable rate) per hour worked will be paid with a minimum of 4 hours payment.

3.3 Procedures relating to Working with T.E.L.

(a) Personal Protective Clothing

Employees who are required to wear 'C' Class clothing or its equivalent on work involving TEL will be paid the appropriate 'C Class clothing rate.

Note:	This will basically apply to the cleaning of leaded tanks. 'C Class clothing includes helmet and visor with nape cloth or air fed hood, PVC Gauntlets, jackets and trousers and boots.
Note:	This rate recognises work involved in actually dealing with TEL such as cleaning of tanks etc.

(b) Personnel who are required to wear full TEL protective gear (which may include air fed masks, hoods or respirators as required) by Shell will be paid the special rate per hour (refer Shell table above). TEL protective gear includes white gumboots, PVC gauntlets, white overalls, hat and underwear. There is no minimum payment involved in this rate.

Note:	This rate usually applies to work in lead tanks after they have been cleared of Tel and is here for a lesser rate with no minimum payment.
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(c) An exception occurs with welders when working on lead pipe. In this situation they are generally only required to wear an air fed mask. For this they only receive dirty work money with no minimum payment, rate contained in Shell table above.

3.4 Breathing Apparatus Equipment

Where breathing apparatus equipment is required to be worn the 'C class clothing rate shall be paid.

3.5 Recalls/Call Ins Allowance

All employees on the refinery, including casuals and other employees transferred to the refinery from another location, who accept the obligation to be available for call-ins by a roster or other mutually acceptable system of availability.

(i) All employees who make themselves so available for call-in will maintain with the company, up to date information on their telephone number, home address and/or other acceptable contact arrangements for call-in; and

(ii) In consultation with employees a call-in roster will be established and once allocated on

that roster employees will accept that they are to make themselves available for those call-ins. In the event that an employee rejects a call in contact (after having already been allocated such a date via the roster) management shall raise the issues with the employee and his employee representative. Appropriate action will be taken as a result of the issue having been raised by management. Such action could lead to employees being taken off the call-in availability, and the allowance not be payable for an agreed period.

(iii) The recall/call-in roster allowance is contained in the Shell table above. Consideration for this allowance has been included in the rates at Clause 1.

3.6 Recalls/Call Ins

When an employee is recalled to work after leaving the Refinery the following shall apply:

1. The employee shall be paid for at least four hours at overtime rates;
2. When called by phone, the rate in the Shell table above shall apply for use of phone plus half of one hour at ordinary time rates of pay, both subject to attending work.
3. When called by a taxi half of one hour at ordinary time rates of pay subject to attending work.
4. Should a call-in commence or continue eight hours before the employee's rostered shift commencement the rest period prescribed in the Manufacturing and Associated Industries and Occupations Award 2010 shall apply.
5. If a call in is less than 3 hours and finished prior to eight hours before the employees rostered shift commencement the rest period prescribed in the Manufacturing and Associated Industries and Occupations Award 2010 (Award) shall not apply.
6. If a call in finishes 2 hours or less before the employees rostered shift commencement the employee will continue to work into their normal working hours.

3.7 Overtime Meal Allowance

An employee required to work overtime for one and one half hours or more after working ordinary hour shall be paid by the company an overtime meal allowance to meet the cost of a meal. The allowance rate is contained in the Shell table above,

If an employee to whom this sub-clause applies provides a meal(s) and is then not required to work overtime, the employee shall be paid for each meal not required, the amounts prescribed by this sub clause.

3. LEAVE

This clause is read in conjunction with the Manufacturing and Associated Industries and Occupations Award 2010.

1.1 Public Holidays

- (a) In addition to days listed in the Award above, Geelong Show (1/2) day and Easter Tuesday shall be allowed to be taken without loss of pay;
- (b) Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this sub-clause
- (c) One additional paid day off will be granted to employees, in lieu of the first Monday in December of each year and will be taken on a mutually agreed day.

1.2 Annual Leave Loading

An employee shall receive a loading of 22.5% calculated on the amount prescribed by Part 7 of the Manufacturing and Associated Industries and Occupations Award 2010 (Award).

1.3 Sick leave

(a) An employee shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of employment.

(b) An employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year.

1.4 Long Service Leave

All employees will be registered with the Construction Industry Long Service Leave Board for their duration at the Refinery. Contributions will be made to the scheme, as appropriate. No employee may access Long Service Leave, be paid, and then continue to work, for the period of that Long Service Leave.

4. PROTECTIVE CLOTHING

1.5 Pullover or lightweight Jacket

(i) Each weekly hired employee will, after the expiration of two weeks from the date of commencement of employment at the Refinery be issued with the Company pullover or lightweight jacket provided that an employee who terminates his/her employment within three months will be required to pay for the pullover at cost price.

(ii) After receiving one pullover or lightweight jacket each weekly employee shall be entitled to an additional pullover or lightweight jacket annually.

(iii) Weekly employees will be provided with two pairs of work shift/pants after two weeks service, replaced annually.

1.6 Socks

Each weekly hired employee will after the expiration of two weeks from the date of commencement of employment at the Refinery is supplied with 5 pairs of socks by the Company replaced annually.

5. OTHER

5.1 Tools

Where tools and equipment are supplied by the employer, the employee supplied with tools will apply due diligence in looking after same. The employee will, forthwith, report on a lost or damaged tool report form any tools lost or damaged and periodical checks will be made of the contents of tool box issues. An employee shall upon request by the employer replace or pay for any tools and equipment so supplied if lost or damaged through his or her negligence.

5.2 Rostered Days Off

(i) RDOs will accrue at the rate of one day per fortnight and will be allocated to each employee per calendar year.

(ii) Where an employee agrees with his employer to work on their allocated RDO, the employee and the employer will agree on an alternative day to be taken off as an RDO. The originally planned RDO will then be worked as an ordinary day and the employee paid accordingly at ordinary time rates.

(iii) Where the 48 hours period of notice cannot be applied, in addition to accrued entitlements (i.e. leave accrued cannot then be discharge by payment in lieu) the employee shall be paid for work performed in ordinary hours on the originally programmed RO at Saturday overtime rates.

(iv) During programmed shutdown activities, employees will as required, work on RDOs. Where this occurs, the employee will be paid at the appropriate penalty rates. Management and the employee(s) will agree an alternative day(s) to be taken off at a later date outside the shutdown period.

(v) A maximum of three (3) RDOs may be accrued by an employee. The accrual of (3) RDOs will be taken at the time agreed between the employer and the employee within one month after that accrual.

(vi) The Manufacturing and Associated Industries and Occupations Award 2010, clause 34.6 (which deals with how RDO accrual time is treated during absences) applies, but for the purpose of this Appendix, the number "35" substitutes for "38" where this number appear in the said award clause.

5.3 Overtime

Employees shall be obligated to work reasonable amounts of overtime at the request of management, provided that no employee will be required to work greater than a total of sixteen hours (inclusive of meal break) in any one twenty four hour period.

5.4 Work Practices

Where the employer provides overtime, a minimum of one hour shall be provided which shall be worked. When an employee and management mutually agree, less than an hour overtime may be worked, which shall then be paid pro rata for overtime worked.

5.5 Notification of Shift Work

Employees shall be given a minimum of 72 hours notice of shift work. Subject to the mutual agreement between employees and the employer, this notice period may be reduced to meet operational requirements.

5.6 Termination of Employment

Payment in lieu of notice must be given by the employer where appropriate in accordance with the wage payable for ordinary hours for each week of notice to be paid in lieu.

5.7 Not to be used as a Precedent

Appendix 2 (the Refinery) shall not be used in any manner whatsoever obtain similar arrangements or benefits in any other plant, enterprise or the Company's workshop.

5.8 Afternoon break

Employees will be entitled to a 10 minute paid end of shift break that will be taken ten minutes prior to the end of their shift finishing. Employees are permitted to leave site during the paid break if they choose to do so.

APPENDIX 3

CAR COMPANIES SITE CONTRACTING RATES & CONDITIONS 2014/17

1. Scope

This Appendix will apply to all contract work (as defined in clause 2.1) undertaken by *[Insert name of company]* at TMCA/FORD/HOLDEN. Service work (as defined in clause 2.2), supplementary Labour (as defined in clause 3.3) and Construction work (as defined in clause 2.4) are excluded.

2. Definitions

2.1 Contract Work

Capital project work within existing plant facilities, major maintenance and/or revamp work, plant modifications and/or shutdown work, including labour provided to assist the client for reasons such as peak periods and who work under the direct supervision of TMCA/FORD/HOLDEN on work normally performed by the client workforce for periods of more than 2 weeks, but shall not include service work and/or supplementary labour.

2.2 Service Work

Minor routine repairs, servicing and/or adjustment to previously installed plant and equipment. This does not include the scope of maintenance work as covered under the Metal Engineering and Associated Industries Award 1998.

2.3 Supplementary Labour

Refers to and includes replacement of TMCA/FORD/HOLDEN's employees who are absent for reasons such as annual leave, sick leave, training, long service leave, workcover, for up to 2 weeks.

2.4 Construction Work

Construction work as defined in the appropriate awards is excluded from this Appendix.

3. Pay Rates

The following rates of pay shall apply to employees engaged on work covered by this Appendix, which includes payment for all disabilities associated with work covered by this Agreement. There will be no further wage increases until 1 July 2017.

Classification	Current	3% 1/7/2014	Hourly	3% 1/7/2015	Hourly	4% 1/7/2016	Hourly
C8 (110%)	1,644.50	\$1694.12	\$44.58	\$1744.94	\$45.92	\$1814.74	\$47.75
C9 (105%)	1,570.00	\$1617.12	\$42.55	\$1665.63	\$43.83	\$1732.25	\$45.58
C10 (100%)	1,495.25	\$1540.11	\$40.53	\$1586.31	\$41.74	\$1649.76	\$43.41
C11 (92.4%)	1,381.95	\$1423.06	\$37.45	\$1465.75	\$38.57	\$1524.38	\$40.11
C12 (87.4%)	1,306.85	\$1346.06	\$35.42	\$1281.07	\$33.71	\$1332.31	\$35.06
C13(82%)	1,226.10	\$1262.89	\$33.23	\$1300.77	\$34.23	\$1352.80	\$35.60

4. Site Allowance

From 1 July, 2014 a site allowance of \$4.17 per hour for all purposes = \$158.52 for a 38 hour week paid from the commencement of the annual leave closedown. This payment will only apply during annual leave closedown periods, which will be a maximum of four weeks in each year. Ford/Toyota/Holden, agrees to identify when the four week closedown period will be each year.

From 1 July 2015, the site allowance shall increase to \$4.30 per hour and from 1 July 2016 to \$4.47 per hour. There will no further increases until 1 July 2017.

5. Superannuation

The Company will contribute \$150.00 per week to an agreed superannuation fund (or the terms of the Superannuation guarantee, whichever is higher).

6. Meal Allowance

All employees will be paid a meal allowance of \$13.50 from 1 July 2014 when required to work overtime in excess of one and a half hours on any working day and also for working on Saturday, Sunday or a Public Holiday if in excess of four hours is worked.

From 1 July 2015, the meal allowance shall increase to \$13.90 per hour and from 1 July 2016 to \$14.45 per hour. There will no further increases until 1 July 2017.

7. Inductions

Induction session to work at TMCA/FORD/HOLDEN sites will be conducted in paid time. If the Induction occurs on a day when the employee is not required to work, the employee will be paid a minimum of four hours pay, plus travel allowance.

8. Application

The terms and conditions of this agreement are only applicable to the company's employees engaged on the site in accordance with clause 1 (Preamble) and clause 2 (Scope) of this agreement.

9. Long Service Leave

The company will contribute for each employee into Co-Invest or other agreed Industry Long Service Fund, the amount required by the fund.

10 Terminations

The company will pay a week's pay in lieu of notice to any weekly hired employee retrenched from site or if retrenched within four weeks of leaving site. An annual leave loading of 17.5% is paid pro-rata on termination from site.

11 Travel

The rates specified below shall be paid to each employee on every day worked and RDOs:

First full pay period on or after 1 st July 2014	\$33.78
First full pay period on or after 1 st July 2015	\$34.80
First full pay period on or after 1 st July 2016	\$36.20

The above rates are in substitution for the rates as set out in the Award terms.

In addition to the travel allowance in above, where an employee is required at the employers direction, as part of the employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Citilink etc.) shall be reimbursed by the Employer.

The travel allowance is a flat allowance.

12 Casual

Casual employees shall be paid a 25% loading on the wage rate for their classification set out in this Agreement. This loading applies for all purposes. This loading applies for all purpose, to avoid doubt, all purpose allowances are paid prior to applying the casual loading.

13 Overtime

Except as varied by the Agreement overtime will be worked in accordance with the provisions of this Agreement.

14 Severance

Where the Employer has, prior to this Agreement coming into force, provided for employees' (including apprentices) severance pay by making contributions on their behalf into Protect, the Employer shall continue to make contributions on each employee's behalf into the fund at the rate of \$72.15 per week worked, which shall be increased annually as per industry standard.. This arrangement is in substitution for employees' severance pay entitlement under the Incorporated Award Terms; however, if the Employer had earlier agreed to supplement such contributions with an additional severance payment, this clause shall not operate to disturb such earlier agreement.

APPENDIX 4

ALCOA SITE

1. This appendix applies to all of the company's employees who are:

1.1 Employed at Alcoa of Australia Point Henry and Anglesea Power Station sites, working on maintenance work, contracting work (including supplementary labour on mechanical maintenance) contract turnaround and shutdown on industrial plants, including installation, excluding major shutdowns at the Anglesea Power Station;

2. INCLEMENT WEATHER

2.1 Heat

There shall be no unilateral automatic cessation of work in hot weather. The Company shall ensure that there is sufficient supply of cold drinking water readily available and accessible at such times. Early starts should also be considered during periods of forecast "Heat Wave" conditions.

If any employee feels that he cannot continue working due to heat, after advising his immediate supervisor, he will be free to leave the site, without any undue pressure on him not to do so, and without future victimisation of the said employee. Payment shall be for time worked on the day only. This procedure will not affect the rights and responsibilities of Occupational health and Safety employee representatives, as determined by the OH&S Act 2004.

3 PART DAY TRANSFER

An employee who commences work on the Point Henry site for part of a day and is then transferred to another site will receive the Alcoa site rates for all hours worked on that day.

4 ALCOA MEDICAL CENTRE

It is acknowledged by the parties that the facilities of the Alcoa Medical Centre are available to all employees bound by this Agreement for workplace occupational health services. The centre is available and served by trained medical staff 24 hours a day.

5 DISTURBANCE ALLOWANCE

Where an employee is contacted off site and the employee comes to work and works the time offered, then the appropriate disturbance allowance should be paid, i.e. if contacted between the hours of midnight Friday and 0800

Monday an allowance of \$55.00 will be paid if contacted by telephone. If contacted at any other time and the employee responds to the call an allowance of \$20.60 will be paid.

6 OVERTIME

For all work done outside of ordinary hours, Monday to Friday payment shall be at Time and One Half for the first two hours and Double Time thereafter, such Double Time to continue until the completion of the overtime work.

Overtime worked on Saturday and Sunday will be paid at double time.

When RDO is worked it is to be paid at double time.

All overtime is calculated on the basis of 1/36 of the weekly rate.

7 ANGLESEA POWER STATION TRAVEL ALLOWANCE

In addition to the travel allowance contained in this agreement, employees travelling each day from the Geelong area, to the Anglesea Power Station site a payment of 30 minutes travel time each way is to be paid at single time at the hourly all purpose rate.

APPENDIX 5

TOOLS TO BE PROVIDED

All tools and equipment shall be supplied by the employer to apprentices who shall apply due diligence towards their care. An apprentice will as soon as possible report any lost or damaged tools. Periodic checks may be made by the apprentices supervisor of the contents of the toolboxes issued.

Apprentice Fitters Toolkit

1 x CL6 Toolbox	0.675 kg or 0.9 kg ball pein hammer
8 m tape graduated mm	200 mm shifting spanner
450 mm Stillsons (pipe wrench)	300 mm shifting spanner
Podger bar	6 mm centre punch
300 mm steel rule	Combination pliers
150 mm steel rule	Hacksaw
150 mm divider	Screwdriver standard set
Set pin punches	Scriber double ended
Set imperial Allen keys 1/8 - 3/8	Multi grip or Vice grip
Set metric Allen keys 0.5 – 10 mm	200 mm flat chisel
	Tin snips
Set metric double ended ring either/or Open end spanners -10 piece:- 8x9, 10x11, 12x13, 14x15, 16x17, 18x19, 20x22, 21x23, 24x26, 30x36	Circlip pliers int/ext
	Scraper, knife, files
Set AF double ended ring either/or Open end spanners:- 7/16", 1/2", 9/16", 5/8", 3/4 " 13/16", 15/16", 1-1/8", 1-1/16", 1-1/4", 1-7/16"	

Apprentice Boilermakers and Welders Toolkit

Welding Helmet	Half Round Bastard File with handle
0.9 kg ball pein hammer	1 x CL6 Toolbox
300 mm Shifting spanner	600 mm folding rule
200 mm Shifting spanner	Bullet Level
Scriber double ended	8 m tape graduated mm
12 mm centre punch, round head	Combination square
250 mm cold chisel flat	Chipping Hammer
Vice grip	Combination pliers.
Plumb Bob	Welding jacket
Welding Gloves	Boilermakers chalk
Fox wedges	Oxy Key
Flint gun, tip cleaners	Oxy Cutting Wheels and Goggles