

**Simplot Australia Pty Limited
(Maintenance Employees)
Enterprise Agreement 2018**

PART A - APPLICATION AND OPERATION

1. TITLE

This Agreement will be known as the Simplot Australia Pty Limited (Maintenance Employees) Enterprise Agreement 2018.

2. ARRANGEMENT

This Enterprise Agreement is arranged as follows:

Contents

| | |
|---|----|
| PART A - APPLICATION AND OPERATION | 2 |
| 1. TITLE | 2 |
| 2. ARRANGEMENT | 2 |
| 3. PARTIES COVERED BY THIS AGREEMENT | 4 |
| 4. DATE OF OPERATION | 4 |
| 5. APPLICATION | 4 |
| 6. RELATIONSHIP TO AWARDS..... | 4 |
| 7. NO EXTRA CLAIMS | 5 |
| PART B - CONSULTATION, WORKPLACE FLEXIBILITY AND DISPUTE RESOLUTION | 6 |
| 8. DISPUTE SETTLEMENT PROCEDURE | 6 |
| 9. CONSULTATIVE COMMITTEE | 8 |
| 10. CONSULTATION - INTRODUCTION OF CHANGE | 8 |
| 11. CONSULTATION AND PRODUCTIVITY | 9 |
| 12. CONSULTATION - EMPLOYEE SELECTION | 10 |
| 13. WORKPLACE FLEXIBILITY | 10 |
| PART C - TYPES OF EMPLOYMENT AND RELATED MATTERS..... | 12 |
| 14. APPRENTICES..... | 12 |
| 15. CASUALS AND TEMPORARY EMPLOYEES | 13 |
| 16. CONTRACTORS & SUB- CONTRACTORS | 13 |
| 17. REDUNDANCY | 14 |
| 18. RECLASSIFICATION, COMPETENCY STANDARDS AND USE OF COMPETENCIES | 17 |
| PART D - WAGES, ALLOWANCES AND RELATED MATTERS | 19 |
| 19. WAGES AND ALLOWANCES..... | 19 |
| 20. AWARD ALLOWANCES..... | 21 |
| 21. ELECTRICIANS EFFICIENCY ALLOWANCE | 22 |
| 22. ELECTRICAL LICENCE AND ALLOWANCES | 22 |
| 23. PRODUCTIVITY IMPROVEMENT AND ARRANGEMENTS..... | 22 |
| 24. PROTECTION OF ENTITLEMENTS..... | 23 |

| | | |
|-----|--|----|
| 25. | SUPERANNUATION | 23 |
| 26. | INCOME PROTECTION | 23 |
| 27. | SALARY SACRIFICE | 23 |
| | PART E - SHIFTWORK, HOURS OF WORK AND RELATED MATTERS | 25 |
| 28. | BREAKS..... | 25 |
| 29. | SHIFT WORK..... | 25 |
| 30. | SHIFT COVERAGE | 25 |
| 31. | SHIFT LOADING..... | 26 |
| 32. | SHIFT ALLOWANCE PAYMENT WHILST ON DAY SHIFT | 27 |
| 33. | OVERTIME | 27 |
| 34. | CALL BACK PROVISIONS..... | 27 |
| 35. | LAST WORKING DAY BEFORE CHRISTMAS ARRANGEMENT | 30 |
| 36. | STEP DOWN PROCEDURE | 30 |
| | PART F - LEAVE AND PUBLIC HOLIDAYS | 31 |
| 37. | ANNUAL LEAVE | 31 |
| 38. | PERSONAL, CARER'S AND COMPASSIONATE LEAVE | 35 |
| 39. | LONG SERVICE LEAVE | 40 |
| 40. | PARENTAL AND FAMILY LEAVE..... | 40 |
| 41. | JURY SERVICE | 40 |
| 42. | BLOOD DONORS..... | 41 |
| | PART G - UNION RELATED MATTERS | 42 |
| 43. | UNION PICNIC DAY | 42 |
| 44. | EMPLOYEE REPRESENTATIVES AND SHOP STEWARDS | 42 |
| 45. | UNION DUES..... | 42 |
| | PART H - OTHER RELATED MATTERS | 43 |
| 46. | TRAINING | 43 |
| 47. | FACILITIES | 43 |
| 48. | OCCUPATIONAL HEALTH AND SAFETY | 43 |
| 49. | ACCIDENT MAKE UP PAY | 43 |
| | APPENDIX A: FITNESS FOR WORK - DRUG AND ALCOHOL PROCEDURE..... | 45 |
| | APPENDIX B: FITNESS FOR WORK – OBSERVATION RECORD | 53 |
| | APPENDIX C: SITE CLOSURE PROVISIONS | 55 |
| | PART I - SIGNATURES..... | 56 |

3. PARTIES COVERED BY THIS AGREEMENT

In this Agreement:

- "Company" means Simplot Australia Pty Limited (**Simplot**);
- "Union" means Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (Metals Division) and Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (ETU Electrical Division).

4. DATE OF OPERATION

This Agreement will commence 7 days after its approval by the Fair Work Commission and will continue to operate until replaced by another Agreement. The nominal expiry date of the Agreement is 30 June 2020.

5. APPLICATION

This Agreement applies to the following employees at the Company's Pakenham site:

- (a) Employees who undertake work within the scope of coverage of the classification provisions contained in the Manufacturing and Associated Industries and Occupations Award 2010.
- (b) Apprentices in the trades cited in the classification provisions contained in the Manufacturing and Associated Industries and Occupations Award 2010.
- (c) Employees who supervise or co-ordinate the employees cited in sub-clause (a) and/or sub-clause (b) of this clause other than salaried/supervisory employees.

6. RELATIONSHIP TO AWARDS

- 6.1 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.
- 6.2 Where there is any inconsistency between the express terms of this Agreement and the terms of the Award, the terms of this Agreement shall prevail to the extent of any inconsistency.
- 6.3 Notwithstanding the incorporation of the Manufacturing and Associated Industries and Occupations Award detailed in sub-clause 6.1, the terms concerning Annual Leave, Personal Leave and Compassionate Leave shall for the purpose of this Agreement apply in substitution of the Manufacturing and Associated Industries and Occupations Award terms concerning Annual Leave, Personal Leave and Bereavement Leave. As detailed in sub-clause 6.2, the express terms of this Agreement will to the extent of any inconsistency take precedence.
- 6.4 Further, existing over award or agreement payments and conditions of employment shall continue to apply as if they were a term of this Agreement except where the terms of this Agreement expressly provide otherwise. This sub-clause shall not operate so as to reduce wages or conditions of employees.
- 6.5 Despite clause 6.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.

- 6.6 Any facilitative arrangements in the Award which have been introduced as a result of award simplification in 1998 and are listed in clause 8 of the Award shall require the agreement of the Company and the majority of the employees covered by this Agreement where it is proposed to implement such a provision.
- 6.7 Notwithstanding the incorporation of the terms of Award into this Agreement the parties remain committed to the Manufacturing and Associated Industries and Occupations Award 2010 continuing to cover the minimum terms and conditions of employment in the industry the subject of this Agreement.
- 6.8 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 rate of pay due under this Agreement and references to "award" may mean "Agreement".
- 6.9 The National Employment Standards (**NES**) are a set of minimum employment entitlements prescribed within the Fair Work Act 2009. Any content of this Agreement relating to the provisions of the NES applies to the employees covered by this Agreement unless the NES provides a more favourable outcome for the employees in a particular respect.

7. NO EXTRA CLAIMS

The Company and unions agree that they will not, for the nominal duration of this Agreement, pursue any extra claims in relation to any matters except where consistent with this Agreement.

PART B - CONSULTATION, WORKPLACE FLEXIBILITY AND DISPUTE RESOLUTION

8. DISPUTE SETTLEMENT PROCEDURE

Dispute Resolution Process

In order to allow for the sensible and efficient resolution of grievances and disputes, the Parties to this Agreement commit that work shall continue normally whilst grievances and disputes are processed and resolved in accordance with steps one to five under this procedure. Provided that where the dispute/grievance involves a genuine health or safety issue the work shall not proceed until it is safe to do so.

The Parties commit to abiding by the following guidelines:

Step 1

If employee(s) have a grievance they should speak to their immediate Team Leader. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or union official(s), represent or assist them in these discussions.

Step 2

If the matter is not resolved then it should be submitted to the appropriate Engineering Manager, who shall investigate the matter in order to resolve it. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or a union official(s), represent or assist them in these discussions. The appropriate Engineering Manager shall respond as soon as is practicable.

Step 3

If the matter is still not resolved it should then be brought to the attention of the Factory Manager and nominated Company employed representative. The employee(s) may, if they choose, have another person(s), including a shop steward(s) and/or a union official(s), represent or assist them in these discussions. The Company shall respond to the grievance as soon as practicable.

Note: In the event of a dispute between a union(s) covered by this Agreement and the employer, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between a union representative(s) concerned and the relevant management personnel and, if such discussions do not resolve the dispute, by discussions between union representative(s) and more senior levels of management as appropriate. This union representative(s) may be delegate/shop steward or other official at any stage of the dispute.

Step 4

If the matter remains unresolved (including disputes between a union(s) and the employer) the parties may, jointly or individually, refer it to Fair Work Commission (**FWC**) for conciliation.

Step 5

If conciliation fails to resolve the matter in dispute (including disputes between a union(s) and the employer) FWC is empowered to resolve the matter by arbitration provided that matter concerns the interpretation, application or implementation of:

- a term or terms of this Agreement, including the incorporated Award provisions, any other incorporated provisions and any other provisions or arrangements recognised in this Agreement; or
- the National Employment Standards; or

If the matter is not limited to these matters the FWC may only arbitrate the matter if the parties agree to binding arbitration.

Powers Given to FWC

When arbitration takes place pursuant to step 5, FWC shall exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which it considers are necessary to make the arbitration effective.

Employee Assistance

Where the employee chooses to be assisted by another person, that other employee will, subject to obtaining their supervisors' consent (which will not be unreasonably withheld) be provided with reasonable time off during working hours without loss of pay to provide reasonable assistance to the employee.

Accelerated Procedure

The parties to the dispute may seek to commence the procedure at Step 3.

This accelerated process shall be limited to disputes and grievances where the matters involved are of such significance to justify the Parties taking the matter straight to Step 3.

Work to Continue as Normal

While this Dispute Settlement Procedure is 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 employer shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practice and consistent with established custom and practice at the workplace.

For the purposes of Clause 11 Consultation & Productivity of this Agreement, the following shall apply concerning defining custom and practice at the workplace:

Prior to a trial commencing, custom and practice shall be defined as the pre-trial (established) arrangements.

During a trial, custom and practice shall be defined as the terms of the trial.

After a trial, custom and practice shall be defined as the pre-trial arrangements, unless agreement is reached in accordance with clause 11.4.1.

Costs

No party to a dispute may make an application to FWC for costs.

9. CONSULTATIVE COMMITTEE

The parties recognise the importance of full and effective site level consultation between Company officers and employee representatives. Arrangements shall be agreed at the site that provide for an effective consultative committee that meet regularly according to a mutually convenient timeframe.

10. CONSULTATION - INTRODUCTION OF CHANGE

10.1 Company's duty to notify

10.1.1 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 their union.

10.1.2 "Significant affects" 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 it stood at December 1996, makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

10.2 Company's duty to discuss change

10.2.1 The Company shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in paragraph (a) (i) 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 union in relation to the changes.

10.2.2 The discussions with employees affected and their union shall commence as early as practicable after the activities referred to in paragraph (a) (i) hereof.

10.3 Consultation about changes to rosters or hours of work

10.3.1 Where a Company proposes to change an employee's regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.

10.3.2 The Company must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

11. CONSULTATION AND PRODUCTIVITY

11.1 Consultative measures currently operating at the Factory shall continue and shall be used to maintain continuing cooperation between the parties to achieve improved productivity of manufacturing, and related operations.

11.2 To provide a process for change the following provisions shall apply;

11.2.1 Where an issue is raised by the Company, employee or the union as part of continuous productivity improvement, consultation shall take place as follows.

11.2.2 The changes shall be explained to all affected employees including details of how the change or changes will work and how they will improve or alter productivity including output, waste, cost, etc.

11.2.3 Employees will have their input and any alterations or alteration considered.

11.2.4 Appropriate union representatives shall be involved in this consultative process.

11.2.5 The changes will not reduce an employee's average ordinary weekly wages exclusive of any shift allowance.

11.2.6 Where agreement is reached on the proposed changes, they will be implemented as soon as practicable.

11.3 Subject to 11.2.1, 11.2.2 and 11.2.3 if agreement cannot be reached to implement the changes, agreement will not be withheld to undertake a trial provided the proposed changes are permitted by the Award as incorporated into this Agreement. The process of implementation of the trial will be;

11.3.1 Consultation with affected employees and their representatives will be undertaken.

11.3.2 The trial period will commence as soon as practicable after the expiry of two working weeks from the date on which the productivity improvement is first raised and will continue until sufficient information is available to make a valid assessment.

11.3.3 A time period for the trial will be negotiated and agreed to, including the commencement date. Agreement will not be unreasonably withheld.

11.3.4 At the end of the trial period a review will be undertaken with all involved employees to examine the results of the trial.

11.3.5 During the trial period, the changes will not reduce an employee's average ordinary weekly wages inclusive of any shift allowance.

11.3.6 It is recognised that a trial having a direct impact on all employees may not normally be

capable of immediate implementation, but shall not take longer than four working weeks to implement. The implementation will be without prejudice to the employees and unions' right to oppose the changes. The consultative process will continue while the trial continues.

11.4 For the changes to continue to be implemented after the trial:

11.4.1 The majority of the employees affected by the change at the factory must genuinely agree to the change.

11.4.2 The union, employees or employer shall not unreasonably withhold agreement. Additionally, it is agreed that it would be unreasonable for the employees or the employer to withhold agreement to a change if the other party have the unilateral right to implement the change under the other provisions of this agreement (other provisions are the rest of this agreement excluding this clause).

11.4.3 Either party may take the issue to Fair Work Commission at any stage after the issue is raised.

11.5 Where an occupational health and safety issue is raised, it shall be processed in accordance with the applicable Occupational Health and Safety legislation.

11.6 Where an employee has personal difficulties arising from a productivity improvement those difficulties will be promptly investigated and the employee will have recourse to the Disputes Resolution Procedure as outlined in this agreement.

11.7 The provisions of this clause in no way prejudice or change the requirement for the majority of employees to agree to the use of the facilitative provisions in the Award incorporated into this Agreement.

12. CONSULTATION - EMPLOYEE SELECTION

A tradesperson nominated by and from the work area concerned shall be invited to participate in interviews to select new employees for that work area.

13. WORKPLACE FLEXIBILITY

13.1 The terms in clause 13.5 of the Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by the employer and an employee.

13.2 The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

13.3 The employer must ensure that any individual flexibility arrangement made under this term:

- (a) must be in writing and signed by the employer and employee, and if the employee is under 18, by a parent or guardian of the employee;
- (b) can be terminated by either party by giving written notice of not more than 28 days;
- (c) can be terminated at any time by the parties if they agree; and
- (d) that a copy of the individual flexibility arrangement must be given to the employee within 14 days after it is made.

- (e) is about only matters that would be "permitted matters" and is not about matters that would be "unlawful matters" if those matters were contained in an enterprise agreement.
- 13.4 Except for the requirement for employees under 18 in clause 13.3 (a), the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.
- 13.5 The term that may be subject to an individual flexibility arrangement include:
- (a) the frequency and/or periods for when annual leave may be taken.

PART C - TYPES OF EMPLOYMENT AND RELATED MATTERS

14. APPRENTICES

- 14.1 The parties are committed to providing increased employment opportunities for apprentices. The parties recognise that this is vital to ensure that appropriately skilled electrical and metal tradespersons are available for Simplot manufacturing operations, the food industry and manufacturing industry generally.
- 14.2 In accordance with the commitment in clause 14.1, the parties agree that an appropriate target for apprenticeships would be 1 electrical and 2 mechanical at Pakenham - This will be subject to ongoing review by the relevant site Consultative Committee.
- 14.3 All apprentices shall be supervised by a suitably qualified tradesperson where appropriate.
- 14.4 The Company will provide and pay for all apprentices to have a full kit of tools to the value of \$1,1130.84 (as of 1 July, 2012) on the commencement of their apprenticeship. The kits of tools will become the property of individual apprentices 15 months after the start of their apprenticeship.
- 14.5 The Company will pay apprentices their normal wage for all ordinary time they are engaged in apprenticeship and trade training, including approved post trade training.
- 14.6 The Company will pay in full for all fees and books associated with apprenticeship and trade training undertaken by apprentices. This includes fees and books associated with approved post trade training and the electrician LEM course.
- 14.7 Apprentices will be paid the following percentages of the site C10 all purpose rate of pay as set out in this agreement;

| | |
|--------|-----|
| Year 1 | 55% |
| Year 2 | 65% |
| Year 3 | 85% |
| Year 4 | 95% |

- 14.8 The parties acknowledge that it is not the purpose of apprenticeships to provide automatic ongoing post-apprenticeship employment with the Company and will actively encourage apprentices to commence to seek outside employment 3 months prior to the end of their apprenticeship period. Nevertheless subject to the apprentice actively co-operating in outplacement activities, the Company will provide temporary employment for up to 3 months after the apprenticeship and, subject to site operating requirements, seek to provide gainful temporary employment for up to a further 3 months after the completion of apprenticeships. Details will be subject to monitoring and review by the site Engineering Consultative Committee.
- 14.9 Unless otherwise specified in this clause, the employment provisions applicable to other employees covered by this Agreement will also apply to apprentices.

During the life of this Agreement a structured Apprentice program will be established by the tradespersons under this Agreement. The Company will take relevant steps to assist with this process.

Six months prior to the nominal completion date of any existing apprenticeship the Company will commence the recruitment process for a replacement in line with clause 14.2.

15. CASUALS AND TEMPORARY EMPLOYEES

- 15.1 Full time permanent Simplot employment shall be the normal basis of engagement for metal and electrical trades and maintenance employees at the sites covered by this agreement.
- 15.2 Subject to subclause 15.3, the maximum continuous period for which a casual employee can be engaged shall be 12 weeks.
- 15.3 If a casual employee is to be engaged beyond 12 weeks or a fixed term employee is to be engaged the agreement of the majority of employees covered by this Agreement on that site will be required.
- 15.4 Subject to the terms of subclause 15.3 the parties recognise that casual employment beyond 12 weeks or fixed term employment can be used to cover long-term employee absences from the workplace and short-term modification and project work.
- 15.5 The agreement of the majority of employees as required under subclause 15.3 will not be unreasonably withheld.
- 15.6 The wage rates of casual employees will be the appropriate permanent employee classification all purpose wage rate with a 25% loading applied to that wage rate.

16. CONTRACTORS & SUB- CONTRACTORS

- 16.1 The parties recognise the need for use of contractors for;
- Supplementary labour
 - Specialised maintenance work
 - Modification work
 - Project work
- 16.2 There shall be consultation between site management and maintenance employees in conjunction with delegates over the use of contractors to perform work at each factory. Where practical, this consultation will occur as soon as possible and before the Company makes decisions on the engagement of contractors. The consultation will cover the following;
- The work the Company is considering engaging a contractor to undertake
 - Whether it is appropriate for some or all of the work to be undertaken by Simplot employees
 - The time frame for undertaking the work
 - The contractor(s) being considered to undertake the work
 - The consultation above will also apply to contractor engagement during shutdowns. It will start no later than two months prior to the commencement of the shutdown and will be ongoing in the period leading up to and throughout the shutdown.
- 16.3 Contractor labour undertaking work on this site will be required to possess the relevant trade qualifications and licences for the work they are undertaking.
- 16.4 Union delegates will be given opportunities to introduce themselves to contractors and subcontractors working on site. Where possible this introduction should be carried out before

contract work commences.

16.5 Preventing the Undermining of Job Security and Terms and Conditions of Employees

16.5.1 The employer shall only use contractors' and employees of contractors, to do work that would be covered by this Agreement if it was performed by the Employees, who apply wages and conditions that are no less favourable than provided for in this Agreement for equivalent or similar work.

16.6 If engaging short term maintenance contractors to undertake maintenance line service tasks, the following rates will apply. Maintenance Fitters will be paid the Site C8 Rate. Electricians will be paid the site C6 rate. It is expected the contractor will hold the appropriate qualifications to work at this level.

If engaging short term contractors for projects, shut downs and other activities not related to direct involvement with on line maintenance task, their specific tasks will be discussed with workshop representatives and appropriate classification rates will be agreed upon.

16.7 Contractors and their employees will be required to work in a safe manner and to abide by all safety policies and procedures, including all contractor equipment conforming to site safety requirements prior to coming on site. Contractors not doing so, may face disciplinary action or eviction off site.

16.8 The Company, in consultation with the union representatives, will draw up and periodically review a list of contractors that are likely to have significant presence on site.

16.9 The terms and requirements specified in this clause will also apply to any casual and temporary employees.

17. REDUNDANCY

17.1 Consultation and provision of information

(i) Where the Company has made a decision that the Company no longer wishes the job the employee has been doing to be 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 union.

(ii) 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 (i) 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.

(iii) 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.

- (iv) If redundancies are still necessary after following the procedures set out in 17.1(i), (ii) and (iii) above the Redundancy Agreement detailed in the remainder of clause 17 shall apply. In addition, there shall be no maximum applied to the daily rate for payout of personal leave upon termination due to redundancy and in such circumstances personal leave credits shall be paid out at the employee's wage rate at the termination of employment.

17.2 Consultation and Process

- 17.2.1 Prior to any redundancies occurring, there shall be consultations in accordance with this clause of this Agreement to ensure all circumstances have been considered and alternative opportunities examined.
- 17.2.2 Wherever possible, the Company shall endeavour to minimise the need for redundancies by utilising natural attrition and alternative employment before voluntary redundancies are sought.
- 17.2.3 Where redundancies are necessary, the employees directly affected will receive the first opportunity to accept a voluntary redundancy package. Where there are more volunteers than redundancies, employees with longer service will have preference in accessing a package. This will be subject to the Company retaining skills necessary to meet its business requirements.

17.3 Redundant Employees

- 17.3.1 Where a decision is taken that a job currently being done at a factory is not to be done by anyone that job will become redundant.
- 17.3.2 Where the employment of any employee(s) to whom this Agreement applies is terminated as a consequence of jobs being made redundant a redundancy benefit shall become payable to employees in the following category;
 - (a) Permanent full-time employees of the Company
- 17.3.3 A redundancy benefit shall not become payable in the following circumstances;
 - (a) Where an employee is dismissed for any reason other than redundancy
 - (b) Where an employee leaves of his/her own accord prior to the Company nominated date of termination

17.4 Redundancy Benefit

- 17.4.1 Each employee shall be entitled to a payment equal to three weeks' ordinary pay as a severance payment (see definition of "ordinary pay" in clause 17.5).
- 17.4.2 Each employee shall also receive a service payment which shall be calculated as follows;
 - (a) A redundant employee with 3 years' service or less will be paid on termination 3 weeks ordinary pay for each year of service or part thereof.

- (b) A redundant employ with more than 3 years' service will be paid 4 weeks ordinary pay or each year of service or part thereof

17.4.3 An age allowance will apply to the above payments as follows:

- (a) 45 years of age, to 49 years of age - an additional 5%
- (b) 50 years of age, to 54 years of age - an additional 10%
- (c) 55 years of age, to 59 years of age - an additional 15%
- (d) 60 years of age and above - an additional 20%.

17.4.4 Where an employee has had a break in service, years of service will be calculated on actual service deemed to be continuous with the current period of service according to the Long Service Leave Act and the applicable award/agreement.

17.5 Ordinary Pay

17.5.1 In this Agreement, "ordinary pay" means the remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay at the time of receiving notice of their redundancy, including shift penalties.

17.5.2 The calculation of the shift penalties will be as follows;

- (a) For the employee on a fixed shift would be the appropriate shift penalties.
- (b) For an employee on a rotating shift it would be the appropriate shift penalties over a normal cycle. In the absence of a normal cycle it will be the average over the previous (6) months.
- (c) In cases where the employee has worked other shifts within the past two years but on the date of termination is not working shift and therefore not in receipt of shift penalties the calculation is to consider the shift that was worked within the past two years on a pro rata basis.

17.6 Annual leave

17.6.1 Employees shall receive payment of accrued annual leave entitlements.

17.6.2 Each employee shall receive annual leave loading or, for shift workers their average earnings excluding overtime, on all annual leave both accrued and pro rata on termination.

17.7 Long Service leave

Redundant employees shall receive pro-rata long service leave after one (1) year of continuous service.

17.8 Superannuation

Employee's superannuation benefits shall be calculated in accordance with the Superannuation legislation.

17.9 Savings Clause

Where a provision in the Awards would pay higher entitlements than the corresponding clause in this Agreement then the Award clause will apply in lieu of the provisions of this Agreement.

17.10 Sick leave

Employees made redundant shall receive payment of accrued sick leave at their ordinary rate.

17.11 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.

17.12 Transmission of Business

Where a transmission of business occurs in accordance with clause 4.4.3 of the Metal, Engineering & Associated Industries Award 1998 - Part I, and the business remains on the existing site and the employee becomes an employee of the transmittee in his/her pre-transmission of business position and classification, the terms of the redundancy pay out provisions in this Agreement will not apply on the transmission of business but the transmittee will be bound by this Agreement and all service with the transmittor, or any prior transmittor, will be fully recognised, accepted and counted by the transmittee for the purpose of the redundancy provisions and all other provisions of this Agreement.

17.13 Employee Exemption

This Agreement does not apply:

- (a) where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) to employees in their first three months of employment;
- (c) to apprentices (service as an apprentice that is continuous with service as a tradesperson - with the exception of the situation covered by clause 14.8 will be recognised for the purpose of calculating redundancy entitlements);
- (d) to employees engaged for a specific period of time or for a specified task or tasks;
- (e) employees who are offered and agree to accept a Company offer of relocation to another site within the Company.

18. RECLASSIFICATION, COMPETENCY STANDARDS AND USE OF COMPETENCIES

18.1 The Company and the unions agree that employees will have access to reclassification and career path progression in line with Schedule B of the Award.

18.2 Employees agree to carry out such duties as are within the limits of the employee's skill competence and training consistent with requirements of the job and the classification structure in the Award provided that such duties are not designed to promote de-skilling.

18.3 The parties will co-operate to achieve continuous improvements in flexibility and utilisation of skills

across the site.

- 18.4 When hiring trades personnel their qualifications will be recognised and mapped against the competency matrix at the time of their appointment. No formal assessment will be conducted where new employees meet the site skills requirements for their job classification through evidence of their qualifications.
- 18.5 If necessary, the first opportunity for reclassification will be after three months from the date of commencement. Subsequent reviews and assessment can be initiated any time after relevant qualifications have been obtained or an assessment requested.
- 18.6 Any assessment will be conducted by external assessors. Re-classified pay rates shall apply from the date of the written application. Any request for re-classification shall be made in writing to the Engineering Manager.

PART D - WAGES, ALLOWANCES AND RELATED MATTERS

19. WAGES AND ALLOWANCES

19.1 The following increases will apply to wages during the term of this Agreement:

- (a) From the first pay period on or after 02/07/18, a 2.75% increase.
- (b) From the first pay period on or after 01/07/19, a 2.5% increase.

Increase 2.75% - effective from the first pay period on or after 02/07/18

| Trades person | C11 (with no tool) | C10 | C9 | C8 | C7 | C6 |
|-----------------------------------|---------------------------|------------|------------|------------|------------|------------|
| Paid Rate | \$1,286.88 | \$1,392.72 | \$1,468.83 | \$1,538.76 | \$1,608.63 | \$1,748.55 |
| Tool Allowance | \$0.00 | \$23.15 | \$23.15 | \$23.15 | \$23.15 | \$23.15 |
| Disability Allowance | \$45.88 | \$45.88 | \$45.88 | \$45.88 | \$45.88 | \$45.88 |
| Productivity and Change Allowance | \$43.18 | \$43.18 | \$43.18 | \$43.18 | \$43.18 | \$43.18 |
| All Purpose Rate | \$1,375.94 | \$1,504.93 | \$1,581.03 | \$1,650.97 | \$1,720.84 | \$1,860.75 |

| | |
|---|----------|
| Electrician Efficiency Allowance | \$59.57 |
| Leading Hands 3 – 10 | \$46.29 |
| Leading Hand 11 – 20 | \$69.17 |
| Day Boiler / Store Over Award Payment (all purpose payment) | \$112.31 |
| Arvo Boiler / Store Over Award Payment (all purpose payment) | \$112.31 |
| Night Boiler / Store Over Award Payment (all purpose payment) | \$112.31 |

| Apprentice | |
|-------------------|------------|
| Year 1 (55% C10) | \$827.71 |
| Year 2 (65% C 10) | \$978.20 |
| Year 3 (85% C10) | \$1,279.19 |
| Year 4 (95% C10) | \$1,429.68 |

| | |
|------------------------|---------|
| Special Tool Allowance | \$13.83 |
|------------------------|---------|

Increase 2.5% - effective from the first pay period on or after 01/07/19

| Trades person | C11 (with no tool) | C10 | C9 | C8 | C7 | C6 |
|-----------------------------------|---------------------------|------------|------------|------------|------------|------------|
| Paid Rate | \$1,319.05 | \$1,427.54 | \$1,505.55 | \$1,577.23 | \$1,648.85 | \$1,792.26 |
| Tool Allowance | \$0.00 | \$23.73 | \$23.73 | \$23.73 | \$23.73 | \$23.73 |
| Disability Allowance | \$47.02 | \$47.02 | \$47.02 | \$47.02 | \$47.02 | \$47.02 |
| Productivity and Change Allowance | \$44.25 | \$44.25 | \$44.25 | \$44.25 | \$44.25 | \$44.25 |
| All Purpose Rate | \$1,410.33 | \$1,542.55 | \$1,620.56 | \$1,692.24 | \$1,763.86 | \$1,907.27 |

| | |
|---|----------|
| Electrician Efficiency Allowance | \$61.06 |
| Leading Hands 3 – 10 | \$47.45 |
| Leading Hand 11 – 20 | \$70.90 |
| Day Boiler / Store Over Award Payment (all purpose payment) | \$115.11 |
| Arvo Boiler / Store Over Award Payment (all purpose payment) | \$115.11 |
| Night Boiler / Store Over Award Payment (all purpose payment) | \$115.11 |

| Apprentice | |
|-------------------|------------|
| Year 1 (55% C10) | \$848.40 |
| Year 2 (65% C 10) | \$1,002.66 |
| Year 3 (85% C10) | \$1,311.17 |
| Year 4 (95% C10) | \$1,465.42 |

| | |
|------------------------|---------|
| Special Tool Allowance | \$14.18 |
|------------------------|---------|

- 19.2 The special tool allowance referred to above will be uncapped.
- 19.3 The Disability Allowance is paid to employees for all site specific allowances and Special Rates as outlined in the Award.
- 19.4 Where the Company provides the tools required in the performance of the role of a tradesperson, the Tool Allowance will not be payable.

These allowances shall also apply.

| Allowance | Definition | Effective from 1 st pay period on or after | |
|------------------------------------|--|---|----------|
| | | 02/07/18 | 01/07/19 |
| | | 2.75% | 2.5% |
| Call back – per call back | The Call back provision is intended to be used where there is a need to attend for work immediately. The provisions are details in clause 34. | \$72.50 | \$74.31 |
| First Aid – per week | An employee qualified and appointed as a First Aid Officer shall be paid a weekly allowance. | \$18.37 | \$18.83 |
| Emergency Response Team – per week | An employee qualified and appointed as an ERT Member shall be paid a weekly allowance | \$18.41 | \$18.87 |
| Meal Allowance | Where an employee is required and does in fact work more than 9.5 hours on any day, such employee shall be paid a meal allowance as specified, irrespective of whether advised of overtime the day before. | \$13.88 | \$14.23 |
| Crib allowance – per hour | | \$43.89 | \$44.99 |

*Employees who are both appointed as First Aid Officers and Emergency Response Team Members by the Company shall be paid both allowances.

20. AWARD ALLOWANCES

Notwithstanding Clause 6 of this Agreement, where the amount of any relevant allowance is not specified in this Agreement but is instead specified in the Award, the Allowance amount shall be as prescribed by the Award as at the date of commencement of this Agreement, as varied or replaced.

21. ELECTRICIANS EFFICIENCY ALLOWANCE

21.1 Electricians employed under this Agreement shall be paid an all-purpose allowance, as specified in sub-clause 19.1, provided the following is met:

- A Grade license requirements;
- High Voltage (HV) Responsibilities on site;
- Responsible Persons requirements;
- Compliance and management of all tasks and responsibilities for electricians covered by the various pieces of legislation governing the work of electricians (including Occupational Health and Safety); and
- Participation and management of tasks required by the Company.

21.2 This allowance replaces the prior A Grade Allowance.

22. ELECTRICAL LICENCE AND ALLOWANCES

22.1 All time required by licensed electricians to fully comply with the Electrical Safety (Installations) Regulations 1999 will be provided by the Company.

22.2 The license fee for electricians shall be reimbursed by the Company.

22.3 Where the Company plans to introduce a safety management scheme under the Electricity Safety Management Regulations 1999, there shall be consultation with employees concerned.

23. PRODUCTIVITY IMPROVEMENT AND ARRANGEMENTS

23.1 The parties commit to working together to improve site efficiency and support production to achieve a high performance organisation culture where individuals are motivated, engaged, committed and collaborative in order to deliver optimal business results that exceed customer expectations and drive sustainable growth.

23.2 A Productivity and Change Allowance payable under clause 19, shall be paid for all purposes in recognition of the parties ongoing commitment to work co-operatively together and create an environment of:

- Inclusive and empowering leadership
- Collaborative Team work, including involvement of maintenance employees in the development of capital projects
- Mutual trust, co-operation and consultation
- Recognition of achievements
- Empowered and highly skilled workforce
- Flexibility, including providing production support during breaks

24. PROTECTION OF ENTITLEMENTS

The Company acknowledges that the protection of employee entitlements is an important issue and a matter of concern to the employees covered by this agreement. In the event the Company decided to sell or transfer the ownership of all or part of these operations, the parties to this agreement will meet to discuss and to put in place arrangements that protect the security of employee's accrued entitlements.

25. SUPERANNUATION

25.1 Employees may elect to have their superannuation contributions paid to Simplot Australia's default fund, Sunsuper, the Australian Super Fund, any other Industry Fund or any other fund agreed to by the parties.

25.2 If the employee fails to nominate a fund the Company will make contributions to the Simplot superannuation fund on behalf of the employee.

26. INCOME PROTECTION

Where an employee provides written authorisation, the Company will provide a payroll deduction facility for the purchase of income protection insurance.

27. SALARY SACRIFICE

27.1 The following provisions will apply in relation to salary sacrifice arrangements available to employees.

27.1.1 Individual employees will be able, if they wish, to salary sacrifice on a pre tax basis part of their wage entitlements under this Agreement to provide additional superannuation payments.

27.1.2 The Company may offer other salary sacrifice arrangements to employees. It will be voluntary as to whether individual employees take up any such salary sacrifice arrangements.

27.2 The terms of any salary sacrifice arrangement under sub-clauses 27.1.1 or 27.1.2 must comply with taxation and other relevant legislation.

27.3 Accordingly, the Company has the right to vary or withdraw from any salary sacrifice arrangements to ensure compliance with taxation and other relevant legislative requirements.

27.4 Additionally, the Company has the right to vary or withdraw from any salary sacrifice arrangements in the event of changes to the operation of legislation that are detrimental to, or increase the costs of the salary sacrifice arrangement.

27.5 In the event that a salary sacrifice arrangement no longer applies, the employee concerned will revert to his/her full wage entitlements as provided in this Agreement.

27.6 Notwithstanding any of the above arrangements, the Company will have the right to cancel any salary sacrifice arrangement under sub-clause 27.1.2 by the giving of one months' notice of cancellation to the employee(s).

27.7 Notwithstanding any of the above arrangements, the employees will have the right to cancel any

salary sacrifice arrangement under sub-clauses 27.1.2 by the giving of one months' notice of the cancellation to the Company.

27.8 While salary sacrifice arrangement(s) are in place, the employee concerned will retain a notional wage pay rate equivalent to the pre salary sacrifice wage pay rate of the employee for the purpose of calculating the following benefits:

- (a) Overtime entitlements;
- (b) Shift and other allowances;
- (c) Penalty payments;
- (d) Redundancy entitlements; and
- (e) The payout of entitlements on the termination of employment subject to there being no salary sacrifice liabilities or payments that are required to be made by the Company on behalf of an employee.

27.9 Employees may seek independent advice prior to entering into any salary sacrifice arrangement.

PART E - SHIFTWORK, HOURS OF WORK AND RELATED MATTERS

28. BREAKS

- 28.1 Employees will be entitled to two paid tea breaks and one paid meal break for an ordinary 8 hour shift. Employees will be prepared to have staggered break times and carry phones.
- 28.2 An additional tea break, to be taken at or around 8am, will be provided to employees commencing at or before 6am either as part of an early production support shift under 30.5 or to perform pre-start overtime.

29. SHIFT WORK

- 29.1 The Company and employee representatives will engage in full consultation concerning shift work requirements. The purpose of this consultation will be to put in place shift work arrangements that meet both production requirements and the requirements of maintenance employees.
- 29.2 The parties recognise that wherever possible preference should be given to meeting individual employee preferences in relation to working particular shifts. It is further recognised that when shift work is required the employees concerned will be given the opportunity to develop employee rosters to cover requirements.

30. SHIFT COVERAGE

30.1 General Maintenance Requirements:

- 30.1.1 The Company will maintain appropriate employment levels to meet the requirements of the business.

30.2 Indication of Preferences:

- 30.2.1 All employees will be asked to indicate their preference for the shift they would like to be appointed to.
- 30.2.2 Preferences will be met where possible.
- 30.2.3 The Company will appoint employees to a shift, according to preferences based upon:
1. those employees specifically employed for a particular shift;
 2. length of service of an employee on a particular shift;
 3. the shift they are currently on; and
 4. skills and knowledge.

30.3 Employees Requesting to Move to Another Shift:

- 30.3.1 Employees will be able to move to other shifts outside their appointed shift where:
1. A replacement is identified and agreed for the shift they are leaving; and
 2. A vacancy exists on the shift they are wanting to move to.
- 30.3.2 Employees who seek to move shifts on the basis of a health or family issues will have their individual circumstances reviewed on a case by case basis.

In these situations temporary shift change requests will be considered but cannot be guaranteed.

Permanent shift changes will also be considered but cannot be guaranteed.

30.3.3 The process for an employee to elect to change shift will be;

- Formal written notification by the employee;
- Inclusion on a Shift Change register maintained by the Engineering Manager. This register will be maintained by date of when the written request was received;
- Consideration of the circumstances of the request; and
- A written offer to change shift by the Company is made.

30.3.4 When this offer is made in writing it will be deemed to be the employee's new shift.

30.3.5 Notwithstanding the normal shift coverage requirements set out earlier.

30.3.6 If an offer to change shift is rejected by the employee then the employee will go to the end of the register.

30.3.7 Any subsequent shift change request will be considered separately, on its own merits and made when there is a permanent vacancy available.

30.4 Temporary Shift Coverage

30.4.1 Employees shall make themselves available to work afternoon or night shift on a rostered basis for a maximum of 4 weeks in any 1 calendar year.

30.4.2 Employees shall be given maximum notice of this requirement to work shift work and that notice shall not be less than 1 week unless otherwise agreed between the employee concerned and the Company.

30.4.3 Where maintenance coverage is required on a permanent basis this clause will not be used rather the provisions of Shift work clause 30.1.1 will be used to facilitate this.

30.4.4 Where temporary shift coverage is required beyond the 4 week per employee period employees will be offered the opportunity to cover the shift on a voluntary basis.

30.4.5 Where there are no volunteers available the Company may engage contractors to meet requirements.

30.5 5am Start for Production Support

30.5.1 Employees may be requested to start at or before 5am for production support and will be paid a 30% shift loading. Volunteers will be sought in the first instance.

30.5.2 An employee clocking off after 8 hours, will receive 8 hours pay with 30% loading.

30.5.3 An employee required to stay till 3:15pm, will be paid 30% plus applicable overtime rates.

30.5.4 This shift is for production support only. Any other maintenance requirements will be deemed pre-shift overtime.

31. SHIFT LOADING

31.1 A 20% loading will apply to afternoon shifts.

31.2 A 30% loading will apply to night shift shifts.

32. SHIFT ALLOWANCE PAYMENT WHILST ON DAY SHIFT

Appropriate shift penalties will still apply to any employee covered by this Agreement that is requested by the Company to work on Day Shift during a shutdown for maintenance purposes.

33. OVERTIME

33.1 Monday to Saturday overtime will be paid at time and a half for the first two hours and double time for all time worked thereafter.

33.2 Employees working overtime on week days (Monday to Friday) to be paid meal allowance after working 1 hour and 35 minutes of overtime.

33.3 Employees will be allowed five minutes change time per shift.

34. CALL BACK PROVISIONS

34.1 Call Back Starting and Finishing Times

34.1.1 The Call back provision is intended to be used where there is a need to attend for work immediately (eg: to cover an immediate resourcing need - ie: equipment breakdowns, employee must leave the shift due to illness / injury / family needs).

34.1.2 Call back provisions do not apply to arrangements made for shift coverage issues when agreement has taken place prior to leaving work in a proceeding day. This is covered by the payment of pre-shift / post shift overtime and the working of the normal working shift.

34.1.3 The call back will be deemed to have begun at the time of receiving the call.

34.1.4 The call back will end upon return home after the normal travelling time between the plant and the tradesperson's residence unless the call back is for the purposes of shift coverage in which case the call back will end upon the commencement of the persons normal shift time.

34.1.5 Call-backs will be considered to be separate from the normal eight hour day.

This refers particularly to a call-back just prior to normal starting time, where the call-back may continue into the normal working day. In this case, the employee will receive the normal call-back of four hours plus the time worked on that day from normal starting time. Reasonable time is to be allowed for a meal break in this situation.

34.1.6 Where a call-back and the hours required to work of the employee creates an environment where the employee working those hours experiences fatigue that may affect the health and safety of the employee and those who they work with the employee and supervisor will work together to ensure health and safety in the workplace - this may include the employee going home for the remainder of the shift. This should not be unreasonably withheld.

34.2 Payments for Call Backs in One Day

34.2.1 First occasion Minimum two hours at one-and-a-half time and two hours at double time.

34.2.2 Subsequent occasions Minimum four hours at double time.

34.3 Weekend Call Back Penalties

35.3.1 Penalty rates on call-backs between the finish of work on Friday and 12.00 mid-night on Sunday are payable at the rate of double time for the whole of the call-back.

34.4 Call Back on Public Holiday

34.4.1 An employee required to work on a public holiday during what would otherwise have been ordinary working hours is entitled to be paid at the rate of double time and-a half for the four hours worked plus ordinary time for the remaining four hours.

34.4.2 An employee required to work outside the ordinary working hours on a public holiday is entitled to be paid at the rate of double time and-a half for all such time so worked subject to the prescribed minimum payment, plus ordinary pay for the eight hours he would have worked had it not been a public holiday.

34.4.3 When an employee (on normal day work) works the "greater part of the day" on a public holiday, the employee will be entitled a day in lieu, to be taken at a time convenient to both the employee and the factory management. "The greater part of the day" is defined as being time worked beyond five hours. The time worked may be during any part of the twenty-four hours of the public holiday.

Examples:

- (a) An employee finishes work 5.00p.m. Monday - public holiday Tuesday. He/She is called back at 2.00a.m. Tuesday and arrives home at 7.30a.m. He/She is paid: 5 ½ hrs x 2 ½ plus: 8 hrs x 1 for public holiday plus: 1 day off.
- (b) An employee finishes work 5.00p.m. Monday - public holiday Tuesday. He/She is called back at 8.00a.m. Tuesday and arrives home at 1.45p.m. He/She is paid: 5 ¼ hrs x 2 ½ plus: 2 ¾ hrs x 1 for public holiday plus: 1 day off.
- (c) An employee finishes work 5.00p.m. Monday - public holiday Tuesday. He/She is called back at 8.00a.m. Tuesday and arrives home at noon. He/She is paid: 4 hrs x 2 ½ plus: 4 hrs x 1 for the remaining part of the public holiday.
- (d) An employee finishes work 5.00p.m. Monday - public holiday Tuesday. He/She is called back 3.00p.m. Tuesday and arrives Home at 6.00p.m. He/She is paid: 4hrs x 2 ½ plus: 6 hrs normal pay for public holiday
- (e) An employee finishes work 5.00p.m. Monday - public holiday Tuesday. He/She is called back at 6.00a.m. and arrives home at 9.00a.m. He/She is paid: 4 hrs x 2 ½ plus: 7 hrs x 1 for public holiday.

34.5 Meal Allowance and Twenty Minute Meal Break

- 34.5.1 A meal allowance and twenty minute meal break shall apply for call-outs occurring at least an hour prior to normal starting time and continuing into the normal day work.
- 34.5.2 Where the home of the employee is in close proximity to the factory, he will have the option after the completion of the job that was the cause of the call-back, to go home for breakfast for this break, and to then return to work.

34.6 Payment of Travel Expenses for Call Backs

- 34.6.1 Persons who use their own vehicle to provide transport to undertake call-backs and live within a return distance of 14 kilometres from the plant, will be paid a minimum travel allowance of \$8.40 as per the appropriate tax schedule.
- 34.6.2 Persons who use their own vehicle to provide transport to undertake call-backs and live in excess of a 14 kilometre return journey from the plant, will be paid a kilometre rate comparable to the amount reflected in the appropriate tax schedule.
- 34.6.3 If a call-back occurs less than 1 hour before normal starting Time, only a single journey will be paid.
- 34.6.4 The Company will meet the full cost of taxis fares associated with providing transport for employees to attend and return home from call-backs where the employee has no means of own transport.

34.7 Disturbance Allowance

- 34.7.1 In the event of a call-back being placed to a tradesperson and then cancelled prior to the call-back, travelling commencing, a disturbance allowance will apply. Also, where advice was given over the phone to remedy a problem and no call-back occurred, then a disturbance allowance will apply.
- 34.7.2 Disturbance allowance will be applicable where an employee is called 2 hours after leaving work or prior to 1 hour before the commencement of work.
- 34.7.3 The disturbance allowance will be equivalent to three hours pay at normal time.
- 34.7.4 The disturbance allowance will not be for "all purposes".
- 34.7.5 The Disturbance or Call Back Allowance will only be paid when the call is authorized. The decision to make the call is to be authorised by the Engineer or the Shift Production Team Leader.
- 34.7.6 The person making the call will record the details of the call out in a Call Out Register.

35. LAST WORKING DAY BEFORE CHRISTMAS ARRANGEMENT

- 35.1 On the last working day before Christmas employees will work six hours and be paid 8 hours. Both maintenance and electrical employees will ensure there is appropriate coverage over the duration of production shifts working on the day.
- 35.2 If Production is required it will only be planned to run day shift on Christmas Eve.

36. STEP DOWN PROCEDURE

- 36.1 The following procedure shall apply to any employee who, when required by the Company, has a permanent change from a position that carries an allowance to a position that does not carry the allowance, (eg. from shiftwork to daywork, from leading hand to non leading hand etc.).
- 36.2 This is not applicable to employees who change as part of their normal duties and rotation of positions nor for any change implemented due to any disciplinary action.
- 36.3 The employee would receive ongoing payment of the allowance on the following basis. For each year of service, or part thereof:

Example:

For an employee with 10 years' service;

| | |
|---------------|--|
| 1 week @ 100% | Full payment of the allowance for 10 weeks |
| 1 week @ 66% | 66% of the allowance for 10 weeks, and |
| 1 week @ 33% | 33% of the allowance for 10 weeks. |

After which the employee will be paid at the new position without the allowance.

- 36.4 Should the employee, for whatever reason, need to be returned to the original position with the allowance for a temporary period, then this step down procedure would be suspended while the employee is in that temporary position. The procedure would then recommence, at the suspended status, at the end of the nominated time. The time deemed as 'temporary' will be up to 26 weeks.

PART F - LEAVE AND PUBLIC HOLIDAYS

37. ANNUAL LEAVE

Summary

This clause describes an employee's entitlement to annual leave. Essentially, that entitlement is 4 weeks or in the case of seven day shift workers, 5 weeks.

A loading of 17 ½ % (higher percentage in the case of certain shift workers) is payable in addition to the payment for the leave. Payment for the period of leave for both full time and part-time employees is based on the principle that the employee will be paid what he or she would normally have received if he or she had not been on leave, with certain exceptions which include overtime.

Casual employees do not have an entitlement to annual leave.

37.1 Period of leave

37.1.1 A full time or part time employee under this award is entitled to a period of 28 consecutive days leave, including non-working days, (i.e. 4 weeks) after each 12 months service (less the period of annual leave) with an employer.

37.1.2 An employer may reach agreement with the majority of employees concerned to convert the entitlements in 37.1.1 to an hourly entitlement (i.e. 152 hours or 190 hours respectively for a full time employee) for administrative ease.

37.1.3 The annual leave for full time and part time employees accrues at a rate of 2.923 hours for each 38 ordinary hours worked.

37.1.4 Casual employees are not entitled to annual leave.

37.2 Additional Leave for Seven Day Shift Workers

37.2.1 In addition to leave provided for in 37.1, seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed seven consecutive days leave including non-working days.

37.2.2 Where an employee with 12 months continuous service is engaged for part of the 12 monthly period as a seven day shift worker, that employee is entitled to have the period of leave prescribed in clause 37.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

37.3 Payment for Period of Annual Leave

Subject to subclause 37.2 employees before going on leave, are to be paid the wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period. This amount shall be calculated as follows:

37.3.1 Time Workers

The wages to be paid must be worked out on the basis of what the employee would have

been paid under this award for working ordinary hours during the period of leave, including allowances, loadings and penalties paid for all purposes of the award, first aid allowance and any other wages payable under the employee's contract of employment including any over award payment.

The employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

37.4 Loading on Annual leave

37.4.1 During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed by subclause 37.3.

The loading shall be as follows:

- (a) Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17 ½ % or the relevant weekend penalty rates, whichever is greater but not both.
- (b) Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17 ½ % or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

37.4.2 The loading prescribed by this subclause does not apply to proportionate leave on termination.

37.5 How to Calculate the leave Entitlement

37.5.1 Except for the following, any absences from work are not to be taken into account and will not count as time worked in calculating the leave entitlement:

- (a) in a 12 month period the employee is entitled to have off up to 152 ordinary working hours because of sickness or accident and this will be counted as time worked (i.e. worker's compensation leave, paid sick leave, paid carers leave).
- (b) long service leave, annual leave, public holidays, paid bereavement leave, paid training leave and jury service taken by an employee will count as time worked.
- (c) any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.

37.5.2 Absences from work which do not count as time worked in calculating the leave entitlement but do not break continuity of service for the purposes of this award include:

- (a) any absence with reasonable cause, proof of which shall be upon the employee.
- (b) any leave without pay taken with the agreement of the employer.
- (c) parental leave.

37.5.3 Where a business is transmitted from one employer to another, as set out in 4.4.3 of the Metal, Engineering & Associated Industries Award 1998, the period of continuous service that the employee had with the transmittor or any prior transmittor shall be deemed to be service with the transmittee and taken into account when calculating annual leave. However an employee shall not be entitled to leave or payment in lieu for any period in respect of which leave has been taken or paid for.

37.6 Public Holidays Falling in a Period of Leave

37.6.1 If any public holiday prescribed by the Award falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there must be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.

37.7 Annual Leave

Annual leave shall be given and taken by agreement and subject to the operational requirements of the Company.

37.8 Leave is to be Taken

The annual leave provided by this clause must be taken as leave and except as provided by subclause 37.3, payment will not be made or accepted in lieu of annual leave.

37.9 Time of Taking Leave

37.9.1 Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to leave accrued.

37.9.2 An employer can require an employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.

37.9.3 By agreement between an employer and an employee, annual leave may be taken at any time provided it is done within two years from the date when the right to leave accrued.

37.10 Leave Allowed Before Due Date

37.10.1 An employer may allow an employee to take annual leave either wholly or partly in advance before the leave becomes due. In such case, a further period of annual leave will not commence to accrue until after the expiration of the 12 months in respect of which the annual leave or part of it had been taken before it accrued.

37.10.2 Where annual leave or part of it has been granted before the leave is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the required 12 months continuous service and the amount paid by the employer to the employee for the annual leave or part so taken in advance exceeds the amount which the employer is required to pay to the employee under clause 37.11 the employer will not be liable to make any payment to the employee under clause 37.11 and is entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

37.11 Proportionate Leave on Termination

37.11.1 An employee other than a casual who:

- (a) After one week's continuous service in the first qualifying 12 monthly period with an employer, lawfully leaves the employment of the employer, or is terminated by the employer through no fault of the employee; or
- (b) After 12 months continuous service with an employer, leaves the employment of the employer or is terminated by the employer for any reason;

shall be paid 2.923 hours for each 38 ordinary hours worked and in respect of which leave had not been granted under this clause at the appropriate rate of wage calculated in accordance with clause 37.3.

37.12 Annual Close Down

37.12.1 Where an employer closes down the enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, the following special provisions shall apply:

- (a) The employer may, by giving not less than four weeks' notice of intention so to do, stand off for the duration of the close down all employees in the enterprise or part of the enterprise concerned and allow to those who are not then qualified for a full entitlement to annual leave for 12 months continuous service, paid leave on a proportionate basis at the appropriate rate of wage as prescribed in clauses 37.3 and 37.4 for 2.923 hours for each 38 ordinary hours worked.

37.12.2 An employee who has then qualified for a full entitlement to annual leave for 12 months continuous service and has also completed a further week or more of continuous service, shall be allowed leave, and shall, also be paid at the appropriate rate of wage as prescribed by clauses 37.3 and 37.4 hereof for 2.923 hours for each 38 ordinary hours worked since the close of the employee's last 12 monthly qualifying period.

37.12.3 The next 12 monthly qualifying period for each employee affected by such close down shall commence from the day on which the enterprise or part of the enterprise concerned, is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this subclause is deemed to be time of service in the next 12 monthly qualifying period.

37.12.4 The employer may close down the enterprise or part of the enterprise for one or two separate periods for the purpose of granting annual leave.

37.12.5 If the employer closes down the enterprise or part of the enterprise in two separate periods one of these periods shall be for a period of at least 14 consecutive days including non- working days.

37.12.6 The employer and the majority of employees concerned may agree to the annual leave being taken in three close downs provided that one of these periods will be a period of at least 14 days including non-working days.

37.12.7 The employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

38. PERSONAL, CARER'S AND COMPASSIONATE LEAVE

38.1 Meaning of personal/carer's leave

38.1.1 Personal/carer's leave is:

- (a) paid leave ("**sick leave**") taken by an employee (other than a casual employee) because of a personal illness, or injury, of the employee; or
- (b) paid (excluding casual employees) or unpaid leave ("**carer's leave**") taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

38.1.2 The term "immediate family" includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee

38.2 Amount and Calculation of Personal leave

38.2.1 Employees other than casual employees under this agreement will be eligible for personal leave from the time they join the Company.

38.2.2 An employee is entitled to accrue an amount of paid personal leave for each completed 4 week period of continuous service with an employer, of 1/26th of the number of ordinary hours worked by the employee for the employer during that 4 week period.

38.2.3 Thereafter personal leave will continue to accrue for each four (4) weeks' service, to a maximum of 10 Days (based on ordinary hours worked per day, exclusive of overtime) for each 12 months service. Unused sick leave will continue to accumulate during employment.

38.2.4 A Part-time employee is entitled to a proportionate amount of sick leave based on the provisions above.

38.2.5 If an employee is terminated by the Company and is re-engaged by the Company within a period of 6 months then the employee's unclaimed balance of personal leave shall

continue from the date of re-engagement.

38.3 Entitlement to take credited leave

An employee is entitled to take an amount of paid personal/carer's leave if that amount of leave is credited to the employee.

38.4 Paid personal/carer's leave-payment rule

If an employee takes paid personal/carer's leave during a period, the Company must pay the employee for that period the amount the employee would reasonably have expected to be paid by if the employee had worked during that period.

38.5 Paid personal/carer's leave-workers' compensation

38.5.1 An employee is not entitled to take paid sick leave for a period during which the employee is absent from work because of a personal illness, or injury, for which the employee is receiving workers' compensation.

38.5.2 However, this clause does not apply to the extent that it is inconsistent with a provision of a law relating to workers' compensation if the provision would:

- (a) prevent an employee from taking or accruing paid personal/carer's leave during a period while the employee is receiving compensation; or
- (b) restrict the amount of paid personal/carer's leave an employee may take or accrue during such a period.

38.6 Employee must give notice

38.6.1 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Company of his or her inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence. If it is not reasonably practicable to inform the Company during the ordinary hours of the first day or shift of such absence, the employee must inform the Company as soon as practicable of such absence.

38.6.2 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:

- (a) the name of the person requiring care and support and their relationship to the employee;
- (b) the reasons for taking such leave; and
- (c) the estimated length of absence.

38.7 Evidence supporting claim

38.7.1 When taking leave for personal illness or injury, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

38.7.2 When taking leave to care for members of his or her immediate family or household who are sick and require care and support, the employee must, if required by the Company, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.

38.7.3 When taking leave to care for members of his or her immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

38.8 Doctor's certificate after 2 days absence

When taking personal leave or leave to care for members of their immediate family or household who are sick and require care and support, the employee must provide a medical certificate or statutory declaration after 2 consecutive days. Except under circumstances as described in clause 38.9, single day absences.

38.9 Single day absences

38.9.1 An employee who is absent for one single day should notify their manager of their absence. Where an employee is absent for more than 2 single days within a 12 month period, clause 38.7 will apply.

38.9.2 Without prejudice to clause 38.7, the Company agrees to accept a Statutory Declaration in lieu of the required medical certificate for single day absences.

38.10 Unpaid Absences

Personal Leave will continue to accrue whilst an employee is on unpaid leave to a maximum duration of unpaid leave of 52 weeks.

38.11 Unpaid carer's leave

38.11.1 An employee is entitled to a period of up to 2 days unpaid carer's leave for each occasion (an "**UCL permissible occasion**") when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:

- (a) a personal illness, or injury, of the member; or
- (b) an unexpected emergency affecting the member.

Note: This entitlement extends to casual employees.

38.11.2 An employee is entitled to unpaid carer's leave only if the employee complies with the notice and documentation requirements in 38.8 and 38.9, above, to the extent to which they apply to the employee.

38.12 Unpaid carer's leave-how taken

38.12.1 An employee who is entitled to a period of unpaid carer's leave for a particular UCL permissible occasion is entitled to take the unpaid carer's leave as:

- (a) a single, unbroken, period of up to 2 days; or
- (b) any separate periods to which the employee and the Company agree.

38.13 Unpaid Carer's Leave-paid Personal Leave exhausted

38.13.1 An employee is entitled to unpaid carer's leave for a particular UCL permissible occasion during a particular period only if the employee cannot take an amount of any of the following types of paid leave during the period:

- (a) paid personal/carer's leave;
- (b) any other authorised leave of the same type as personal/carer's leave.

38.14 Payout of Unused Personal Leave on Genuine Retirement

38.14.1 Any employee who genuinely retires from the workforce will be eligible to have their unused personal leave paid to them as part of their final payment.

38.14.2 This request must be in writing and accompany the employee's written notification of their intention to retire. Employees must provide a minimum of 1 month notice of their intention to retire.

38.14.3 All payments of unused personal leave in accordance with this provision are to be authorised by the Factory Manager.

38.14.4 The amount paid will exclude shift and other loadings.

38.15 Compassionate leave

38.15.1 Compassionate leave is paid leave for the purposes of spending time with a person

- (a) is a member of the employee's immediate family or a member of the employee's household; and
- (b) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (c) after the death of a member of the employee's immediate family or a member of the employee's household.

38.15.2 An employee is entitled to a period of 2 days of compassionate leave for each occasion (a "**CL permissible occasion**") when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

38.15.3 However, the employee is entitled to compassionate leave only if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

Note: The use of personal information given to the Company may be regulated under the *Privacy Act 1988*.

38.15.4 An employee is entitled to up to 3 days compassionate leave on each occasion of the death in Australia of either a member of the employee's immediate family or household. Provided that an employee claims payment for such a leave in excess of two ordinary days, the employee shall provide proof satisfactory to the employer that the employee attended the funeral.

38.15.5 Proof of death must be provided to the satisfaction of the employer, if requested.

38.16 Taking Compassionate Leave

38.16.1 An employee who is entitled to a period of compassionate leave for a particular CL permissible occasion is entitled to take the compassionate leave as:

- (a) a single, unbroken period of 2 days; or
- (b) two separate periods of 1 day each; or
- (c) any separate periods to which the employee and the Company agree.

38.16.2 An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

38.17 Compassionate Leave-payment rule

If an employee takes compassionate leave during a period, the Company must pay the employee for that period the amount the employee would reasonably have expected to be paid if the employee had worked during that period.

38.18 Unpaid Compassionate leave on Death of Immediate Family or Household Member

Where an employee requires compassionate leave in excess of that provided in clause 38.15, they will be entitled to take unpaid bereavement leave on each occasion of the death in Australia of either a member of the employee's immediate family or household. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to sixteen hours unpaid leave, and a part-time employee is entitled to take up to two days unpaid leave, to a maximum of sixteen hours.

38.19 Paid personal leave-service

38.19.1 A period of paid personal leave does not break an employee's continuity of service.

38.19.2 Paid personal leave counts as service for all purposes ("**paid personal leave**" means paid personal/carer's leave or compassionate leave),

38.20 Unpaid carer's leave-service

38.20.1 A period of unpaid carer's leave does not break an employee's continuity of service. However, a period of unpaid carer's leave does not otherwise count as service except as expressly provided by or under:

- (a) a term or condition of the employee's employment; or
- (b) a law, or an instrument in force under a law of the Commonwealth or Victoria.

39. LONG SERVICE LEAVE

39.1 Employees shall be entitled to long service leave on the following basis:

39.1.1 In respect of any service with the Company prior to 30 June 2001, long service leave entitlements accrued on the basis of .8666 weeks per year of completed service (i.e. 13 weeks after 15 years continuous service).

39.1.2 In respect of their service with the Company from 1st July 2001, long service leave entitlements accrue on the basis of 1.3 weeks per year of completed service; (i.e. 13 weeks after 10 years continuous service).

39.1.3 Be 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 (Le. after 7 years of continuous service).

39.1.4 Long service leave will be able to be taken, following the completion of 10 years' service or when their entitlement to long service leave is greater than or equal to 13 weeks (whichever comes first).

40. PARENTAL AND FAMILY LEAVE

40.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. Eligible employees shall receive an ex gratia payment equivalent to 10 weeks wages at the commencement of maternity leave or more generous provisions which the Company may introduce shall apply. Also, it is noted that the Company policy provides for 5 days paid paternity leave per eligible confinement.

40.2 For the life of this Agreement employees covered by it will be entitled to family leave in accordance with Company policy. Any more generous family leave provision introduced during the life of this Agreement arising from changes in Company policy, new Award provisions or Government legislation/regulation will apply to employees covered by this Agreement.

41. JURY SERVICE

41.1 Full time and part time employees attending for jury service are entitled to have their pay made up to what they would have received for working ordinary time. Employees must provide proof of attendance.

41.2 A full time employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer 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.

41.3 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 41.1

- 41.4 An employee shall notify the employer 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 employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- 41.5 In addition to any other provisions contained in this agreement or the NES an employee, other than a casual employee required to attend for jury service during the 24 hours in which the employee's ordinary working hours fall shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage including shift penalty that the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

42. BLOOD DONORS

Any employee donating blood will receive one hour payment upon proof of attendance during normal working hours.

PART G - UNION RELATED MATTERS

43. UNION PICNIC DAY

In addition to the public holidays set out in the Award, there shall be an additional holiday, union picnic day for employees covered by this Agreement. This holiday shall occur on the same day as any union picnic day that applies to the majority of the employees at the site concerned, or - where no such designated day exists - at a date mutually agreed by the parties at that site.

44. EMPLOYEE REPRESENTATIVES AND SHOP STEWARDS

44.1 The Company recognises the right of its employees to join their appropriate union, and for the union to represent the legitimate industrial interests of its members. Effectively operating elected workplace union representatives are integral to this process. The Company will make every effort to enable required attendance at meetings as specified in sub-clauses below. Accordingly, the Company commits to the following:

- (a) The Company shall continue to recognise duly elected/appointed shop stewards upon notification by the union to which the employee belongs. Shop stewards shall continue to be allowed reasonable access and opportunity on paid time to meet with members and the Company on matters, which affect their members and are relevant to the business.
- (b) The Company will consider on their merits, requests for paid release and travel assistance for shop stewards to attend to legitimate union business that is relevant to their role that is conducted off site. The Company will not unreasonably deny such requests. Paid leave under this provision will be debited against the relevant trade union training leave entitlement under clause 44.3.
- (c) Shop stewards will have reasonable access to Company cars, reimbursement of fuel costs or fares for travel assistance in relation to matters arising under sub-clause 44.1 (b) and trade union training under clause 44.3.

44.2 The Company will consider on their merits requests for shop stewards to be paid at ordinary rates for attendance at site meetings relevant to their role during periods when they are not rostered to be at work. The Company will not unreasonably deny such requests.

44.3 Each shop steward shall be allowed up to 40 hours per year to attend trade union training courses conducted or approved by one of the unions party to this Agreement, provided that reasonable notice has been given to the Company.

44.4 On the basis that the site is able to keep running when required by Company management, reasonable length paid time meetings of employees during working hours will be allowed, to discuss matters relevant to this Agreement and/or the employer/employee relationship. Employees who attend the meeting during non-rostered hours will not be paid.

44.5 Any disagreements arising out of the above will be dealt with in accordance with the Dispute Settlement Procedure in this Agreement.

45. UNION DUES

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

PART H - OTHER RELATED MATTERS

46. 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 of clause 5.2 of the Metals, Engineering & Associated Industries Award 1998 of this Agreement.

47. FACILITIES

47.1 The Company shall continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees. This shall include the provision of prescription safety lenses with either safety glass or polycarbonate lenses in a frame size, complete with approved side wings, that meets the relevant Australian Standard, and is of reasonable cost.

Employees will be required to advise their manager prior to purchase and to provide a quote for approval before any purchases are made. Medicare covers the costs of the eye tests. Replacement of the glasses will be reviewed on an individual and reasonable basis. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the dispute settlement procedure.

47.2 The Company shall make adequate provisions for nominated qualified persons to be available to render first aid and be paid the First Aid Allowance contained in this Agreement.

48. OCCUPATIONAL HEALTH AND SAFETY

The parties to this agreement abhor the loss of life, sickness and disability caused at work. The parties agree to the continuation of health and safety committees in each workplace and the recognition of rights and training for health and safety representatives.

The parties are committed to pursuing the best means of safeguarding and improving the working life and health of employees.

49. ACCIDENT MAKE UP PAY

49.1 The Company agrees to pay employees under this agreement any shortfall in pay due to an agreed industrial injury or sickness until Workcover insurance is paid as long as the employee has fulfilled all legal and Company requirements in regards to reporting the incident and treatment of the injury.

49.2 Should there be any doubt about the Workcover claim's validity and the employee requires time off work then the employee will be required to take personal leave.

49.3 Upon acceptance of the Workcover claim the personal leave will be re-credited.

49.4 Where an employee is receiving weekly incapacity compensation (Workcover) payments, the following provisions will apply in relation to accident "make-up" pay:

- (a) During the first 26 weeks (aggregate period) in receipt of such payments for a claim/injury, the Company will make up the difference between the total amount of compensation paid to the employee under the Act and the amount the employee would have received if he/she had been performing their normal duties including shift allowance, weekend work payments, regular and systematic overtime and allowances.
- (b) During the period of the second 26 weeks (aggregate period) in receipt of such payments for a claim or injury, the Company will make up the difference between the total amount of compensation paid to the employee under the Act and the ordinary weekly rate of pay which would normally have been paid excluding overtime, special rates and shift allowances.
- (c) The Company confirms the principle that leave continues to accrue at all times that an employee is on Company paid leave -including for the first 52 weeks of a Workcover absence.

APPENDIX A: FITNESSFOR WORK - DRUG AND ALCOHOL PROCEDURE

1. PURPOSE

Provide responsible management of drug and alcohol issues in our workplaces and ensure that those working on site are fit for work and that safety is not inhibited by the use of drugs and/or alcohol.

2. APPLIES TO

This procedure applies to all employees, contractors, work experience students and visitors whilst working at or visiting the site.

3. DEFINITIONS

| Form | Definition |
|---------------------|---|
| Drugs | This includes medication and illicit drugs |
| Illicit Drugs | Illegal drugs |
| EAP | Employee Assistance Program provided by the Company |
| EGM | Executive General manager responsible for a specific division within the Company |
| Legal Medication | This includes non-prescription medication (sometimes called over the counter medication) including those dispensed by a pharmacist and prescription medications (prescribed to the user) |
| Responsible Manager | The Plant Manager (Production facilities), National Agricultural Services Manager (Agricultural Services) or the Manager appointed by the Board of Management to have overall management of the site/or department |
| Serious Incidents | The following circumstances are deemed to be serious incidents: <ul style="list-style-type: none"> • Incident that has either caused serious injury or had the potential to cause serious injury • Incident involving mobile plant including forklifts, elevated work platforms and harvesters • Motor vehicle incidents where a person is required to seek medical assistance or where the incident had the potential to cause serious injury |
| Illegal Medication | Medication which is not legally available and/or prescription medication used by a person who they were not prescribed to. |

4. REFERENCES LEGISLATION

| | |
|---------------------|---|
| Commonwealth | Disability Discrimination Act 1992 Age Discrimination Act 2004 Fair Work Act 2009 Human Rights and Equal Opportunity Commission Act 2004 |
| Victoria | Equal Opportunity Act 2010 Occupational Health and Safety Act 2004 |

5. PROCEDURE

5.1 Minimum requirements

The Company is committed to the provision of a safe workplace and a safe system of work for all people; employees, contractors, visitors and work experience personnel. As such the minimum requirements outlined in this procedure are:

- The Company will provide information and training for employees and managers about effect of drugs and alcohol and the details of this procedure.
- All personnel have a responsibility to ensure they do not place the health and safety of themselves or others at risk by being adversely affected by drugs and / or alcohol while at work.
- Any person working on the site who is adversely effected in his/her ability to do his/her job or who will be adversely effected in his/her ability to do his/her job by the taking of medication (whether prescription or otherwise) will notify the management.
- Company intervention will occur if there is a reasonable belief that a person's ability to work safely may be impaired due to the use of alcohol or other drugs or if a person is found in the possession of illicit drugs or alcohol in the workplace.
- Appropriate external counselling services will be available to any person requiring such services and the confidentiality of such referrals shall be maintained at all times.

5.2 General

The following outlines the Company's standard with regard to drug and alcohol.

5.2.1 Alcohol

The Company requires employees and contractors to be fit for work and as such not be impaired by alcohol whilst at work. Visitors who attend a site are not to be impaired by drugs or alcohol.

The Company requires employees, contractors and visitors whilst they are operating mobile plant (including forklifts and harvesters) and driving Company controlled commercial vehicles to have 0.00 blood alcohol content (BAC) reading at all times whilst undertaking those activities.

5.2.2 Drugs

The Company requires all employees, contractors and visitors to be fit for work and as such not be impaired by drugs.

5.2.3 Possession of drugs and/or alcohol on site

In line with the Company requirement the possession or use of alcohol or illicit drugs by individuals at the workplace is prohibited including at the workplace or away from the workplace whilst carrying out work for the Company; or in Company vehicles.

Notwithstanding the above the following authorised exemptions apply:

- legal medication for personal use
- alcohol provided as a gift (not to be consumed)
- alcohol to be given as a gift
- alcohol stored in an employee's personal car.

5.3 Use of Medication in the Workplace

Any person working on the site who is adversely effected in his/her ability to do his/her job or who will be adversely effected in his/her ability to do his/her job by the taking of medication (whether prescription or otherwise) will notify the management.

5.4 Information and Training

At the introduction of this procedure, on a regular basis and at induction for new employees, an education programme is to be implemented for all Company personnel outlining the safety and health hazards associated with the use of drugs and alcohol.

The programme is to include the following elements:

- The effects of drugs and alcohol on health, safety and work performance,
- The consequences for employees who fail to comply with the drug and alcohol procedure, and
- Employee's responsibilities in relation to the use of medication

The programme is to include the following elements:

- What constitutes harmful alcohol use
- Dealing with the long term user and those intoxicated in one-off situations
- The long and short term effects of drugs and alcohol on fitness for work including health, safety and work performance
- The long and short term effects of drugs and alcohol on an individual's health
- Workplace and personal lifestyle stressors that can contribute to alcohol use
- Personal stress reduction methods
- Ways of dealing with problem drinking
- Who to approach in the workplace for assistance with drug and alcohol problems
- The counselling, treatment and rehabilitation services available in the workplace and externally
- The consequences for employees who fail to comply with the drug and alcohol procedure, and
- Employee's responsibilities in relation to the use of medication

At the introduction of this procedure, on a regular basis and at induction for new supervisors and managers, an education programme is to be implemented for all supervisors and managers outlining managers' responsibilities in relation to this procedure. In particular training on how to identify impairment due to drugs and alcohol and the process to be followed where there is a suspected breach of the procedure.

Information on the procedure is to be included in the contractor induction programme.

5.5 Identification of Possible Drug and Alcohol Use

5.5.1 Identification of the potential issue and determination of fitness for work

Where a person suspects that another person may be affected by drugs or alcohol, they are to contact either the HR representative, the most senior Manager/Supervisor available or the OH&S Manager.

The respective manager will identify whether they believe the person is impaired i.e. they are behaving in such a way that may be out of character or unsafe. Where

practical the manager should undertake the observation in the presence of at least one other person (for example union delegate or OHS Representative). The Fitness for Work - observation record is to be used to assist in determining impairment. (See Appendix A)

Where the respective manager believes that the person may be impaired they are to discuss the observed behavior with the individual. It should be noted that the person may be impaired due to other fitness for work issues such as emotional distress, illness, fatigue, chemicals or heat. The individual will be notified that they have the right to request that an employee representative (including union representative) support and represent them in the interview.

Where the manager does not believe the person is impaired or presents a safety hazard to themselves or others no further action will be taken.

Where, after discussion with the employee, the Manager still has a belief that the employee is impaired the employee will be suspended on full pay until an investigation is completed. The Company will be responsible for ensuring the employee is able to return home safely by providing a taxi for the employee to travel directly home.

Where the person involved is not a Simplot Australia employee the Company will notify the employer and require the person's employer to manage the situation. In these circumstances non Simplot employees will not be able to return to a Simplot site until the employee's Company has confirmed that the person is fit for work. The person's employer will be responsible for ensuring the employee is able to return home safely.

5.5.2 Investigation

Where an employee has been suspended a detailed investigation into the circumstance is to be undertaken. This is to occur only after the immediate safety of the employee/s has been managed.

This is to commence, at the latest, the following working day. The investigation is to be conducted by the appropriate OHS Manager (or equivalent) or the appropriate HR Representative.

The purpose of the investigation is to establish the circumstances surrounding the impairment and to help in determining what, if any, action should be taken.

5.5.3 Results of Investigation

At the conclusion of any investigation the Company will determine and take a suitable course of action to manage the situation. In identifying the specific action to be taken the results of the investigation should be considered. The following actions should be considered:

- providing counselling services
- commencing disciplinary processes in line with the employee counselling and discipline procedure assistance during a rehabilitation process.

If the cause is shown not to be related to drugs or alcohol, the manager will use all available resources to address the issue including referral to the EAP or the OHS Committee.

The following is the procedure to be followed:

5.6 First Positive Assessment (no other positive assessment in 12 months)

An employee who has been assessed in accordance with this procedure as being affected by alcohol or other drugs must present to their Manager on the following work day to discuss:

- The requirements of this procedure Risks to safety the behaviour creates Unacceptability of the behaviour
- The employee's performance in relation to the adherence of this procedure will be monitored
- Employee access to the EAP
- The employee's Manager may issue either:
 - (a) counselling and explain to the employee, both verbally, and in writing that further breaches of this procedure may lead to a further disciplinary action.
 - (b) a warning and explain to the employee, both verbally, and in writing that further breaches of this procedure may lead to a further disciplinary action

Where the breach is associated with serious misconduct the employee's employment may be terminated.

5.7 Second Positive Assessment (within 12 months of the first positive assessment)

An employee who has been assessed in accordance with this procedure as being affected by alcohol or other drugs must present to their Manager on the following work day to discuss:

- The ongoing requirements of this procedure
- Risks to safety the behaviour creates
- Unacceptability of the behaviour
- The fact that the level of their performance in relation to the adherence of this procedure will be monitored on a weekly basis
- Discuss if the employee has accessed the EAP

The employee's Manager will issue a written warning and explain to the employee, both verbally and in writing that further breaches of this procedure will lead to a further warning or termination.

Where the breach is associated with serious misconduct the employee's employment may be terminated.

5.8 Third Positive Assessment (within 12 months of the first positive assessment)

An employee who has been assessed for the third time in a 12 month period, in accordance with this procedure, as being affected by alcohol or other drugs will receive either another formal written warning or may have their employment terminated.

5.9 Transportation Home

Any employee who is assessed as being affected by alcohol or other drugs is not permitted on that day to commence or recommence work. In these circumstances the Company will pay all reasonable transportation costs incurred for the employee to be transported directly home.

5.10 Access to Accrued Sick leave, Annual leave and Long Service leave

Any employee who is assessed as being affected by alcohol or other drugs shall be permitted to access accrued leave entitlements for the period of time they are deemed unfit for duty. Where all leave entitlements have been utilised leave without pay may be accessed.

5.11 Non Company Employee

Where the person involved is not a Simplot Australia employee, the respective employer will be required to demonstrate to the Company that ongoing action has been undertaken prior to the person returning to a Simplot Australia site.

The Company reserves the right to suspend or terminate a contract if a breach of this procedure occurs.

The Company will ensure that this procedure is communicated to relevant contractors.

5.12 Possession of Illicit Drugs or Alcohol on Site

The possession or use of alcohol or illicit drugs at the workplace is prohibited (with the exceptions outlined in section 5.2.3).

Simplot Employees

Employees caught in possession of illicit drugs or unauthorised alcohol on site will be subject to the Company disciplinary policy.

Authorised exemptions includes alcohol provided for, or received as, gifts (remaining unopened).

Contractor's Employees and Visitors

Contractor employees and visitors caught in possession of illicit drugs or alcohol on site (unless exempted in accordance with the requirements this procedure) will be removed from site immediately and may not be permitted to return to the site.

5.13 Employee Assistance Programme (EAP)

Company employees and their families are entitled to access the Company's EAP at any time. Where an issue in relation to drugs or alcohol has arisen managers are to remind employees of the availability of the EAP.

The privacy of employees accessing EAP will be maintained at all times.

5.14 Variation to this Procedure and Consultation

The Company and employee representatives (including unions) will regularly consult in relation to any issues or concerns in relation to the implementation of this procedure.

The agreement of the Company, employees and the employees' representatives (including unions) will be required for any variation or amendment to be made to this procedure. Agreement to vary or amend this procedure will not be unreasonably withheld by either party. This sub-clause does not apply to 5.15 of this procedure.

5.15 Drug and Alcohol Testing

This procedure does not include drug and alcohol testing; however the Company reserves the right to introduce it in the future. Prior to any testing methods being introduced, this procedure will be amended following a consultation process occurring. As part of this consultation process, the following issues will be addressed to the satisfaction of the parties:

- types of testing e.g. random, incident, availability of self-testing;
- impact of prescription and non- prescription medication on impairment;
- methods of testing e.g. saliva, urine or other methods;
- levels/standards to be used;
- training on all aspects of this procedure; and
- any other matter.

Any disputes relating to this consultation process will be dealt with in accordance with dispute resolution procedure (clause 8).

5.16 Privacy

Employees privacy is to be maintained at all time during the assessment, investigation and management of the situation. This includes ensuring that their confidentiality is maintained with respect to their personal information and undergoing the assessment. Only personnel who need to access this information to implement the requirements of this procedure are to have access to private information.

All counselling will remain confidential and the Company will not have access to either the files or any records of any consultations.

A breach of these privacy requirements will be seen to be a breach of this procedure and any breaches will be dealt with accordingly.

5.17 Dispute Resolution

Any disputes relating to the application and/or the implementation of this procedure will be dealt with under the disputes resolution procedure contained in the Enterprise Agreement covering the employee'(s) employment.

Employees are entitled to be represented by an Employee Representative (including union delegate or official) at any stage during the process.

6. ACCOUNTABILITY AND PROCEDURE BREACH

6.1 Company and Management Responsibility

Managers and Supervisors will:

- Ensure that this procedure is communicated
- Promote, follow and enforce this procedure
- Respond promptly to notification of any incident involving drugs and / or alcohol in the workplace.
- Having identified that an individual requires assistance, deal with and support any individual adversely affected by drugs or alcohol.
- Take all reasonable steps to ensure their own safety and that of others if dealing with a person who is aggressive as a result of being affected by drugs or alcohol
- Maintain confidentiality in relation to the management of individuals affected by drugs

or alcohol.

- Maintain training and skills required to manage drugs and alcohol matters in the workplace.
- Assist in the rehabilitation of affected individuals.
- Involve police in any circumstance which involves possession of illicit drugs on site, or any incidence of violent behaviour which could pose a risk to the health and safety of personnel.

6.2 All Employees

All employees will:

- Take reasonable care for their own safety and that of others by not being adversely affected by drugs or alcohol at work.
- Seek the assistance of Occupational Health and Safety personnel or Human resources personal should the need arise.
- Inform the management if they are adversely affected in their ability to do their job or who will be adversely affected in their ability to do their job by the taking of medication (whether prescription or not).

6.3 Contractors, Visitors and Work Experience Personnel

Contractors and their employees, visitors and work experience personnel are required to comply with the Company's requirements in relation to drugs and alcohol in the workplace. Any contractor, employee of a contractor, visitor or work experience person who attends the site while affected by drugs or alcohol shall be escorted from the premises. Any costs incurred with the regard to the taxi will be the responsibility of the contractor, visitor or work experience person. The principal contractor or the employer or sponsor of visitors and work experience personnel will be notified of the incident.

Individuals are responsible for meeting the requirements of this policy.

Failure by an employee to adhere to this policy may result in disciplinary action.

APPENDIX B: FITNESS FOR WORK – OBSERVATION RECORD

Introduction:

This will be an observed assessment conducted by Simplot Australia staff and used as a record to assess signs and symptoms to determine if there is reasonable suspicion that a person is impaired due to presence of drugs and/or alcohol.

An observation checklist shall be conducted routinely following a serious incident or accident or any incident where there are grounds for reasonable suspicion.

Tick box for type of test to be conducted

- Post Incident
- "For Cause" (Reasonable suspicion)

Who may conduct an assessment?

A Manager/HR Manager/OHS Manager (or equivalent) employed by Simplot Australia and appropriately trained.

How will capacity be determined?

Assessors must complete the checklist below by placing a tick (✓) in the "Yes" or "No" column or NA in the comments section if no unusual or significant signs are noticed.

| Name of Employee: | | | |
|--|--------------------------|--------------------------|----------|
| Name of Observers: | | | |
| Date of Observation | | | |
| | | | |
| Observation Record | Yes | No | Comments |
| Breath/Clothing smell of alcohol | <input type="checkbox"/> | <input type="checkbox"/> | |
| Eyes are bloodshot or pupils dilated | <input type="checkbox"/> | <input type="checkbox"/> | |
| Attitude violent, aggressive, depressed, anxious or confused | <input type="checkbox"/> | <input type="checkbox"/> | |
| Hallucinations or paranoid | <input type="checkbox"/> | <input type="checkbox"/> | |
| Skin pale, sweaty hands | <input type="checkbox"/> | <input type="checkbox"/> | |
| Unable to concentrate and follow | <input type="checkbox"/> | <input type="checkbox"/> | |
| Vomiting or nausea | <input type="checkbox"/> | <input type="checkbox"/> | |
| Unable to walk a straight line/unbalances or dizzy | <input type="checkbox"/> | <input type="checkbox"/> | |

| | | | |
|---|--------------------------|--------------------------|--|
| Speech slurred, confused or fast | <input type="checkbox"/> | <input type="checkbox"/> | |
| Runny nose or sniffing | <input type="checkbox"/> | <input type="checkbox"/> | |
| Muscle twitching, scratching, tremors or grinding teeth | <input type="checkbox"/> | <input type="checkbox"/> | |
| Dry Mouth | <input type="checkbox"/> | <input type="checkbox"/> | |
| Additional Comments from Observation Record Conducted. | | | |
| NB. Consideration to the given to signs and symptoms of fatigue or any other factors that could cause the impairment. | | | |
| | | | |
| | | | |
| | | | |
| Comments from the employee | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Signature of Employee (optional): | | | |
| Signature of Observer: | | | |
| Name and Signature of witness to observation: | | | |
| Date of Observation: | | | |

APPENDIX C: SITE CLOSURE PROVISIONS

The following provisions shall apply in the event of a site closure occurring during the operation of the Agreement.

This Appendix does not apply to employees who are:

- casual; or
- engaged on a temporary basis; or
- contractors/sub-contractors; or
- terminated for serious misconduct.

1. Outplacement Support Services

Employees who are made redundant may access Outplacement Support Services during their notice period, including:

- managing change and transition;
- career options:
 - resume preparation;
 - interview skills; and
 - job search.
- planning for retirement.

Depending on the circumstances and the type of Outplacement Support Service, employees may be able to continue to access Outplacement Support Services post the date of termination of employment.

2. Transition Support Leave

Employees who are made redundant may access up to 3 days (pro-rata for part-time employees) of Transition Support Leave during their notice period.

3. Employee Assistance Program ('EAP')

Employees who are made redundant may continue to access EAP for up to 3 calendar months from their last date of employment.

PART I - SIGNATURES

For SIMPLOT AUSTRALIA PTY LIMITED:

Signatory name: _____

Signatory address: 2 Chifley Drive, Mentone, Victoria, 3194

Basis of signatory's authority to sign the Agreement: _____

Signature: _____

Date: _____

For and on behalf of the employees:

Organisation: _____

Signatory name: _____

Signatory address: _____

Basis of signatory's authority to sign the Agreement: The above organisation is a bargaining representative in accordance with Division 3 of Part 2-4 of the *Fair Work Act 2009*.

Signature: _____

Date: _____

For and on behalf of the employees:

Organisation: _____

Signatory name: _____

Signatory address: _____

Basis of signatory's authority to sign the Agreement: The above organisation is a bargaining representative in accordance with Division 3 of Part 2-4 of the *Fair Work Act 2009*.

Signature: _____

Date: _____

Signature of Employee Representatives:

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____

Name: _____

Address: _____

Position: _____

Signature: _____

Date: _____