



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

SPC Ardmona Operations Limited
(AG2011/398)

SPC ARDMONA OPERATIONS METALS ELECTRICAL, MAINTENANCE AND BOILER HOUSE AGREEMENT 2010

Manufacturing and associated industries

COMMISSIONER BLAIR

MELBOURNE, 11 MARCH 2011

Application for approval of the SPC Ardmona Operations Metals Electrical, Maintenance and Boiler House Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *SPC Ardmona Operations Metals Electrical, Maintenance and Boiler House Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by SPC Ardmona Operations Limited. The agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act, as are relevant to this application for approval, have been met.

[3] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Australian Workers’ Union, being bargaining representatives for the Agreement, have each given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers each organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 18 March 2011. The nominal expiry date of the Agreement is 31 October 2013.

COMMISSIONER

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**SPC ARDMONA
OPERATIONS METALS
ELECTRICAL,
MAINTENANCE AND
BOILER HOUSE
AGREEMENT 2010**

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1 INTRODUCTION

This agreement is based upon the recognition and commitment by everybody at the sites for the need for continuing workplace change with improved productivity and quality in order to consolidate our position as a pre-eminent food production Company in the markets it chooses to participate in, not only in Australia but across the World. In order to achieve the goal of pre- eminence, improved communication and decision making must be the foundation and the Company and its employees believe that this can be done by the implementation of Teams and Team Based Management

It is recognised that each stream within the business operates under conditions and work practices which may be unique to that stream and they may be the basis for the future teams. The goal is to review the conditions and work practices of each stream (as defined below) within the business and achieve changes which benefit employees and the Company.

The conditions and workplace practices described in this agreement are to be taken as guidelines. The spirit of co-operation, fairness and reasonableness must prevail in all our operating practices.

1.1 TITLE

This Agreement (Schedule 1) shall be known as the SPC Ardmona Operations Metals Electrical, Maintenance and Boiler House Agreement 2010.

1.2 DEFINITIONS

In this agreement:-

- “SPCA” means SPC Ardmona Operations LTD
- “Union” means
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (“AMWU”),
 - The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (“CEPU”)
 - The Australian Workers Union (“AWU”)
- For the purposes of this agreement Attachments 1 to 6 of this agreement form part of the agreement

1.3 PARTIES BOUND

This agreement binds SPC Ardmona Operations Limited the unions listed in sub-clause 1.2. and the employees within the scope of the agreement cited at sub clause 1.4

1.4 AGREEMENT COVERAGE

1.4.1 This Agreement applies to all employees of SPCA who:

- 1.4.1.1 undertake work covered by the classification structure at levels C11 or C5 inclusive (see attachment 3); or
 - 1.4.1.2 are in the trainer/supervisor/coordinator – level 1 and level 2 classifications (see attachment 3); or
 - 1.4.1.3 are apprentices to the trades or occupations in the classification structure (see attachment 3 for details of classification structure); or
 - 1.4.1.4 undertake trades assistant work covered by the classification structure at Levels C13 to C11 inclusive and are working in conjunction with tradespersons as described in this agreement or
 - 1.4.1.5 individual employees employed under the terms of predecessor Agreements who do not fall within the terms of any of the above four points shall continue to be covered by this Agreement;
- and;
- 1.4.1.6 are engaged at the company's establishments at:
 - Andrew Fairley Avenue, Shepparton, Victoria, 3630; or
 - Young Street, Mooroopna, Victoria, 3629; or
 - Church Street, Kyabram, Victoria, 3620.

1.4.2 This Agreement will also apply to the employees cited in sub-clause 1.4.1 when they are working for SPCA Operations Limited outside the sites cited in sub-clause 1.4.1.6, including elsewhere in Australia or overseas.

1.5 DURATION

This agreement shall operate from the 31st of October 2010 and will continue to apply until replaced by another agreement. The nominal expiry date of the agreement is 31st of October 2013.

1.6 STRUCTURE OF AGREEMENT

This Collective Agreement is based on the Metal, Engineering and Associated Industries Award 1998 parts I, II, III, IV & V and the SPC Ardmona Shepparton site (Metal Industry, Electrical Employee, Metal Industry Employee) Agreement 2004. The agreement uses these industrial instruments as its base and builds upon this base improved wages and conditions.

This agreement consists of;

- an introduction; a
- schedule detailing the organisational strategy in respect of this agreement; followed by;
- a schedule of generally applicable conditions and then ;
- a ("stream")schedule detailing matters pertaining specifically to apprentices;
- a ("stream") schedule detailing matters pertaining specifically to seasonal/temporary modes of employment;
- a ("stream")schedule detailing matters pertaining specifically to casual employees;

- a ("stream") schedule detailing matters pertaining specifically to persons employed as refrigeration employees;
- a ("stream") schedule detailing matters pertaining specifically to persons employed as boiler house employees on all sites excluding Kyabram
- a ("stream") schedule detailing matters pertaining specifically to persons employed as boiler house employees at the Kyabram site
- a ("stream") schedule detailing matters pertaining specifically to electricians
- a ("stream") schedule detailing matters pertaining specifically to employees who previously were paid an annualised rate of pay under the terms of the 2007 agreement;
- followed by six attachments.

The matters pertaining to each stream will take precedence to the extent of inconsistency, over the matters found schedule 1, schedule 2 and schedule 3

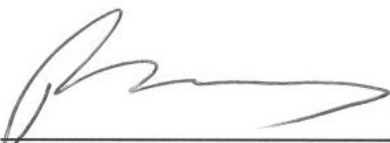
1.7 TEAMS

It is the intent of SPCA to move toward the development of teams and team based management during the term of this agreement. This agreement does not detail how those teams are to be structured or implemented but it is anticipated that they will be developed through the OPERATIONS AND LOGISTICS COUNCIL (the "Council") described at Schedule S2.9 of this agreement

1.8 LINKAGE TO OTHER AGREEMENTS

The new Agreement aims to develop a fully participative best practice organisation. This agreement replaces entirely all previous agreements either written or unwritten unless otherwise stated.

1.9 SIGNATURES



Signed for and on behalf of
SPC Ardmona Operations

PETER BERTOWS
Print Name and Organisational Role

GOOD EMPLOYEE RELATIONS
MANAGER

Date 2 March 2011



Witness Signature

Matt Rogers
Print Name

Date 2 March 2011

Gary Bell

Signed for and on behalf of
Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union
("AMWU"),

GARY BELL, ASS. STATE SEC
Print Name and Organisational Role

Date 2 March 2011

[Signature]

Witness Signature

SAM SULLIVAN
Print Name

Date 2 March 2011

[Signature]

Signed for and on behalf of
The Communications, Electrical, Electronic,
Energy, Information, Postal, Plumbing and
Allied Services Union of Australia ("CEPU")

Dean Mitchell State Secretary
Print Name and Organisational Role

Date 3-03-2011

[Signature]

Witness Signature

Dan Anders
Print Name

Date 3-03-2011

[Signature]

Signed for and on behalf of
The Australian Workers Union ("AWU")

CESAR MELHEM
Victorian Branch Secretary
The Australian Workers Union
685 Spencer St, West Melbourne VIC 3003
Print Name and Organisational Role

Date 3/3/2012

Witness Signature

Print Name

Date

Signed for and on behalf of
Automotive, Food, Metals, Engineering,
Printing and Kindred Industries Union
("AMWU"),

Witness Signature

Print Name and Organisational Role

Print Name

Date

Date

Signed for and on behalf of
The Communications, Electrical, Electronic,
Energy, Information, Postal, Plumbing and
Allied Services Union of Australia ("CEPU")

Witness Signature

Print Name and Organisational Role


Print Name

Date

Date



Signed for and on behalf of
The Australian Workers Union ("AWU")



Witness Signature

CESAR MELHEM
Victorian Branch Secretary
The Australian Workers Union
Print Name and Organisational Role
685 Spencer St, West Melbourne VIC 3003

GRAEME RAE
Print Name

Date 3/3/2012

Date 10-3-11

Schedule 1

ORGANISATIONAL VALUES, PRINCIPLES, AIMS AND ROLE

This schedule defines the organisational strategy in respect of this agreement. It opens with a definition of the organisational values, describes a set of principles influenced by those values, defines the aims of the agreement that will satisfy the principles. It also defines, loosely, the role of the various participants in the implementation.

S1.1 ORGANISATIONAL VALUES

To achieve both organisational and individual goals SPC Ardmona is an operation where people work together to achieve common goals, help each other in a spirit of partnership, and participate in both their own and the Company's future and share common values no matter which site they work on. These values are:

People

Customers

Excellence

Passion

Citizenship

Innovation

Teamwork - We are committed to working together within teams, to encourage, support and reward team efforts as well as to develop individuals in teams. We believe that through teamwork we will create a better place to work which will become a benchmark in the food industry.

Social/Environmental Responsibility - We are in business for the long haul. We build effective long-term relationships with communities and governments wherever we operate. We are committed to achieving levels of safe working and environmental performance which go beyond those required for Regulatory compliance. Within our company, opportunities are open to all who qualify; selection and reward are on merit.

S1.2 PRINCIPLES

We are committed to the following principles as a way of achieving our vision in harmony with our agreed values:

People

We will retain and develop high quality people by recognising and rewarding high quality performance. At all times we will commit to developing our people's skills to allow them to attain their personal goals as well as those required by our customers and the business.

Information

We will provide processes for employees to be fully informed. Employees will have a say in the decision-making that affects their work environment and future with SPCA.

Customer

We are committed to providing our customers with excellence in service and quality "second to none". We respect our customers and recognise that a high quality relationship is essential to our future success.

Organisation

We will build a dynamic work Organisation which promotes and maximises learning opportunities and responds to the changing needs of our customers. It is the intent of the agreement that the parties will work toward an organisation based on a Team environment.

Technology

We will invest in appropriate technology to meet the needs of our customers and the business while ensuring the skill base of our employees.

S1.3 AIMS OF THIS AGREEMENT

- SPCA operations to be flexible and cost effective, capable of satisfying the demands of business, the marketplace and our employees
- Employment arrangements which facilitate world class operations in terms of operating practices, conditions of employment, employment practices and the training and development of people.
- Employees to be known for their competency, versatility, co-operation and flexibility in work practices and work patterns.
- An operating environment in which excellence, initiative and the pursuit of continuous improvement, personal integrity and ethical behaviour is recognised and developed as the norm.
- The development of self managed teams during the life of this agreement

S1.4 ROLE DEFINITIONS

Characteristics of People Employed at SPCA:

- Self Achievers
- Team Players
- Skilled and knowledgeable
- Flexible
- Helpful
- Proud
- Satisfied
- Committed
- Trustworthy
- Involved
- Challenged
- Informed
- Properly Rewarded
- Respected

Our People's Role

Our people will:

- Work within focused work teams that are known for their competency, versatility, cooperation and flexibility in work practices.
- Have a commitment to achieving the highest levels of quality.
- Pursue the same commitment in achieving the highest levels of safety.
- Continually train and self-develop themselves and their team colleagues.

- Use business performance monitoring systems to determine the most efficient and effective methods of operation.

Management's Role

Managers will:

- Set the direction and strategies for the business.
- Plan and organise resources to meet business goals.
- Provide leadership.
- Establish and use business performance monitoring systems
- Coach and support teams and individuals.
- Share information.
- Encourage a "partnership" between the Company and Employees
- To establish and communicate the parameters of Decision Making Matrices.

The Council

The Council will:

- Be the basis of improved communication between management and employees
- Facilitate the resolution of disputes
- Be consensual in its approach
- Be the sounding board for significant change
- Be a leader in the development of teams by acting as a team

S1.5 COMMITMENT TO CURRENT EMPLOYEES

SPCA will place its current employees (as at the beginning of this agreement) in a position of priority when determining training opportunities. This is to ensure these employees have access to further develop their skill and capabilities.

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

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

S1.6 NO EXTRA CLAIMS

It is a term of this Agreement that the parties bound by this Agreement shall not pursue during the nominal term of this Agreement any extra claims.

Schedule 2 OPERATING PRACTICES

S2.1 OPERATING PRACTICES

S2.1.1 This schedule lays out the expected operating practices of SPCA.

S2.2 AFFIRMATIVE ACTION POLICY AND EQUAL OPPORTUNITY

As a company we comply with the requirements as set by the legislation for affirmative action. Our affirmative action program is committed to ensure that women have fair and equal access to employment opportunities and benefits, and are not inhibited or prevented from taking up those opportunities and benefits through the operation of barriers.

If anyone is experiencing barriers to their development opportunities, or is aware of inequities which others may be experiencing, they are encouraged to speak to the Employee Relations Manager or the nominated E.E.O contact officer. All discussions will be treated in the strictest of confidence

- S2.2.1 SPCA is committed to a workplace free of discrimination and harassment, where all employees demonstrate respect for one another. We believe all employees have a responsibility to ensure we have such a workplace.
- S2.2.2 Unlawful discrimination or harassment as defined by the various State and Federal legislation will not be tolerated, which encompasses race, gender, age or impairment.
- S2.2.3 Entry into SPCA, selection for specific jobs, training opportunities and career progression will be determined on the basis of individual merit. This means selection decisions in SPCA will be based on an individual's skills, abilities, competency and potential to effectively contribute to the ongoing success of the business.

S2.3 GRIEVANCE SETTLEMENT PROCESS

The purpose of this grievance settlement process is to allow the company, individuals and the unions party to this Agreement access to a process to discuss and resolve grievances, disputes and all matters of concern. This includes any grievance or dispute in relation to any term of this Enterprise Agreement, the National Employment Standards and the General Protections.

When a person(s) has a concern and wishes to have this concern addressed, the following steps will be followed:

- S2.3.1 Step 1 - Discuss with team leader and/or team.

Note: Individuals must be advised that they have the right and are encouraged to have the Representative(s) of their choice, present and/or represent them throughout this process. Such a representative includes union shop steward(s) and/or union official(s).
- S2.3.2 Step 2 - If not resolved, discuss with team leader's manager.

- S2.3.3** Step 3 - If still unresolved, discuss with the senior functional manager (eg. production manager, shift controller or supervisor)
- S2.3.4** Step 4 - If the matter is still not resolved, then discussion will take place with the relevant Factory Manager level management representative.
- S2.3.5** Step 5 - If grievance has not been satisfactorily dealt with, discuss with the Employee Relations Manager.
- S2.3.6** Step 6 - If having actioned steps 1 to 5 the matter has still not been resolved to the satisfaction of the parties to the dispute then it is appropriate for the matter to be placed on the Site Council Agenda and/or for a member of the Site Council to call a special meeting of the Site Council in an attempt to recommend a resolution of the matter.

Relevant officers of SPCA and employee/union representatives will be involved in such Site Council discussions..

For any results or recommendation arising from Site Council deliberation to settle a matter in dispute it will need to be accepted by all parties to the dispute. Any results or recommendation arising from Site Council consideration of a matter in dispute will not prejudice the position of any matter if the matter is referred to Fair Work Australia under sub-clause S2.3.7.

Three working days after a matter has been first referred to the Site Council any party may refer the matter to FWA to be dealt with under the subsequent provisions of this Grievance Settlement Process.

Such a referral to FWA can take place even if the Site Council has not concluded its consideration of the matter.

- S2.3.7** Step 7 - If a dispute about a matter or matters arising under this agreement is unable to be resolved at the workplace level, and all steps for resolving it have been taken, the matter(s) in dispute may be referred to Fair Work Australia (FWA), or a nominated member of FWA, for private mediation and, if that is unsuccessful, for formal determination.

S2.3.8 Procedural matters relating to Step 7

- S2.3.8.1 Before the private mediation, the FWA may confer informally with the parties about matters of procedure, such as:

- The presentation of each side's position (whether oral or in writing);
- Confidentiality requirements;

- Representation at the conciliation;
- Timing, location and duration of the conciliation;
- Whether a telephone conference is all that is needed in the first instance; and
- Any further particulars about the FWA's role in relation to establishing procedures.

S2.3.8.2 Subject to the preceding sub clause, it is agreed that FWA will observe confidentiality about all aspects of the matters in dispute and may do such things as:

- Help the parties identify and define the matter(s) in dispute;
- Help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
- Where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matter(s) in dispute quickly, fairly and cost-effectively; and
- Act as the facilitator of direct negotiations between the parties.

S2.3.8.3 The parties may agree that during the mediation process, FWA may, at its discretion, discuss the matter in dispute privately with any of the parties to the dispute or their representatives.

S2.3.8.4 FWA shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised by the parties to do so.

S2.3.8.5 If the matter(s) in dispute remain unresolved FWA will make a formal determination.

The parties agree to abide by the determination.

S2.3.8.6 Before making its determination FWA will give the parties an opportunity to be heard formally on the matter(s) in dispute.

S2.3.8.7 In making its determination FWA will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.

FWA may do the following:

- a. take evidence on oath or affirmation;
- b. make a determination in relation to all or any matters in dispute including an interim determination and a determination for specific performance of the terms of agreement
- c. give a direction, in the course of, or for the purpose of, the hearing or determination of the matter in dispute;

- d. hear and determine the matter in dispute in the absence of a party who has been summoned or served with a notice to appear;
- e. sit at any place;
- f. conduct its proceedings, or any part of its proceedings, in private;
- g. adjourn to any time and place;
- h. refer any matter to an expert and accept the expert's report as evidence;
- i. direct parties to be joined or struck out;
- j. allow the amendment, on such terms as it considers appropriate, of any application or other document relating to any proceeding;
- k. correct, amend, or waive any error, defect or irregularity, whether in substance or form;
- l. summon before it the parties to the agreement, witnesses or any other person whose presence the FWA considers would help in the hearing or determination of the matter in dispute and compel the production before it of documents and other things for the hearing and determination of the matter in dispute; and generally give all directions and do all such things as are necessary or expedient for the speedy and just hearing and determination of the matter in dispute.

S2.3.8.8 FWA may make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.

S2.3.8.9 FWA will provide the determination in writing to the parties as quickly as practicable after hearing the parties.

S2.3.8.10 If any party fails or refuses to follow any step of this procedure the non breaching party shall not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWA.

S2.3.8.11 Whilst the processes in this clause are being followed the parties shall be committed to avoid stoppages of work, lockouts or other bans or limitations on the performance of work and the company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the enterprise.

S2.3.8.12 No party shall seek costs from the other from any action arising from this agreement.

S2.4 PERFORMANCE COACHING & COUNSELLING

This procedure is designed to facilitate communication between management and employees in a structured way, to prevent disputation and to ensure processes that are vital to the smooth operation of the business are maintained.

S2.4.1 Informal performance counselling

The relationship between team leaders/managers and their teams, and between team members within teams should be such that when an individual is not meeting performance or behavioural standards, performance coaching will take place immediately so that corrective action can be taken without the recourse to the formal procedure. Such performance coaching shall be on an informal basis and the perceived performance or behavioural deficiency will be identified and suggested remedial action outlined. No record need be kept of this performance coaching. However, when there is continued failure to meet standards or a more serious performance or behaviour problem occurs, the following formal counselling procedures will be followed

S2.4.2 Formal performance counselling

Before commencing the formal procedures the team leader/manager, following consultation with their manager, is to advise the individual that they are to be formally counselled and that it is highly recommended that they have a workplace representative or employee representative of their choice present during all formal counselling.

S2.4.3 Process following formal performance counselling

Should identified performance or behaviour related problems continue, the team leader and manager will further counsel the individual, provide the individual sufficient time and resources to account for performance or behaviour, explain the consequences should the problems not be properly addressed, set out an agreed documented action plan including expected performance/behaviour support systems to assist the individual in meeting the agreed objectives and review date. The document should be signed by the individual, the team leader and manager and the individual's representative. A copy of the document will be held on the individual's personal file.

S2.4.4 Procedure following successful formal performance counselling

Should the individual meet the required performance/ behavioural objectives by the review date and the acceptable performance/behaviour is maintained for a period of no less than 12 months then the counselling documentation shall be marked to indicate that no further action shall take place in respect of the issues that were the subject of the counselling.

S2.4.5 Failure to respond to formal performance counselling

If after the informal counselling session (2.4.1) and two formal counselling sessions, satisfactory progress is not made and the individual has had adequate time to respond to the support systems which have been provided and the team leader's manager and senior functional manager and HR / Employee Relations Manager have been briefed and are in agreement then, the person's contract of employment may be terminated.

In some instances, individuals may only be provided with one first and final formal counselling in which to make satisfactory progress. The individual employee will be appropriately advised of the nature of the counselling. The first and final formal counselling will generally relate to instances of serious misconduct that does not result in summary dismissal.

S2.4.6 Appeals

Should the individual believe they are being treated unfairly, they should advise the senior person conducting the formal counselling that they wish to activate the grievance procedure commencing at step 2 or 3.

S2.4.7 Process on appeal

Once the grievance procedure is enacted the formal counselling procedure is suspended until the question of fairness is resolved.

S2.5 PERFORMANCE MANAGEMENT

It is the right of every individual under this agreement to both receive and give feedback on performance issues. Feedback should be both positive and constructive and is not necessarily limited to the traditional team leader to team member format as it could also include team member to team leader.

Feedback on performance issues can take many forms but on a formal basis will most commonly be via either the:

1.	Performance Counselling Procedure	(S2.4)
2.	Grievance Settlement Process	(S2.3)
3.	Personal Development, Performance Planning and Review System	(S2.6)

S2.6 PERSONAL DEVELOPMENT, PERFORMANCE PLANNING AND REVIEW SYSTEM

S2.6.1 Introduction

Individual teams and team members are required to participate in the personal development, performance planning and review system.

This system involves the processes of identifying, evaluating and developing the work performance of teams and team members so that

the organisational objectives identified in this agreement are more effectively achieved and to ensure that teams and team members receive the feedback, recognition, career opportunities, reward and guidance necessary to satisfy their personal and professional aspirations.

This assists individuals and teams in focusing on what is required from them over a given period and ensures all people understand the objectives for themselves, their team and the overall business and are given feedback on their performance.

Performance feedback is obtained from:

- Business Plans
- Key Result Areas
- Employee to employer
- Employee to team leader
- Team leader to Employee
- Customer surveys
- Benchmarking

S2.6.2 Objectives of the System

The objectives of the system are to:

- Promote working relationships.
- Obtain feedback to improve Organisation effectiveness.
- Identify potential career advancement.
- Improve performance levels by identifying problems or concerns and agreeing on corrective action to be taken.
- Encourage employees to be more creative to improve individual performance.
- Provide a guide to the effectiveness of the company's employee relations policies.
- Identify and remove obstacles to improved performance.
- Establish and develop position criteria identifying areas of responsibility and accountability.

S2.6.3 Performance Planning and Review process for the development of employees

- Prior to the commencement of each review period each employee **can** complete and agree on a personal development and performance plan with their team leader.
- The development and performance plan will include individual and team key performance indicators and learning objectives.
- On completion of the review period the team and team member and their team leader will review the performance against agreed objectives as well as other identified achievements, demonstrated strengths and learning points.
- On completion of the review an action plan will be agreed to build on strengths and address areas for improvement and additional learning points.
- ***This process shall not be utilised for disciplinary purposes***

S2.6.4 Right of Appeal

An employee, if unsatisfied with the review conducted by his or her manager, shall have the right of appeal handled in accordance with the Grievance Process.

S2.7 RECRUITMENT AND SELECTION

SPCA is committed to ensuring it recruits the very best candidates whilst at the same time providing career opportunities for its existing employees. To this end all permanent positions will, wherever possible, be filled from within the existing permanent and temporary workforce, provided that these individuals have the skills and other qualities necessary to meet the requirements of the position and that the Company is meeting its stated commitments to Equal Opportunity S2.2 and Affirmative Action S2.2. All vacancies shall be advertised internally prior to external advertisement

S2.8 REDUNDANCY

Any redundancy situation will be handled in the most sensitive and fair manner possible. Redundancy occurs when the Company no longer requires the work to be carried out by its employees.

Prior to the implementation of the Redundancy procedure the opportunities for alternative employment within the Company will be reviewed. If such opportunities exist then by mutual agreement an employee may be redeployed preserving their current pay and classification level. If SPCA **or the employee** decide within 3 months of the redeployment that the alternative position is not suitable then the Redundancy shall apply.

S2.8.1 The following terms concerning consultation and provision of information will apply prior to any redundancies:

- S2.8.1.1 Where the Company has made a decision that the Company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with their representatives, including the relevant union(s) for union members.
- S2.8.1.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision, which will invoke the provisions of **S2.8.1.1** 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.
- S2.8.1.3 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 representative [including the relevant union(s)], 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.

In the event of redundancies the following conditions will apply.

S2.8.2 Notice Period

PERIOD OF SERVICE	PERIOD OF NOTICE
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (i.) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (ii.) Employees leaving of their own accord before the end of the notice period will be paid up until the time they leave and entitlements will be calculated to that date.
- (iii.) The Company will allow an average of one day off per week during the period of notice for the specific purpose of seeking and securing another job.

S2.8.3 Financial Assistance

Normally the Company would expect people to remain during their notice. However, effort would be made to release anyone who elects to leave early to gain alternative employment or because of very special personal circumstances.

S2.8.4 Severance Payment

S2.8.4.1 Employees who have completed one year's continuous service will receive the following severance payments:-

SERVICE	SEVERANCE PAYMENT
Less than 1 year	Nil
More than 1 year	2 Weeks for each completed 6 months of service

S2.8.4.2 Cap

No employee shall, under this Agreement receive severance payments in excess of a maximum 104 weeks payment excepting for Employees who had an entitlement to greater than 104 weeks as at 1st July, 2001 who will retain that entitlement for the life of this agreement.

S2.8.4.3 Long Service Leave

The Company will pay out LSL. Accruals on a pro-rata basis irrespective of length of service.

S2.8.4.4 Sick Leave

The Company will pay out all unused sick leave in accordance with provisions of the sick leave policy upon redundancy.

S2.8.4.5 Annual Leave Loading

The Company will pay the appropriate Annual Leave Loading on Annual Leave entitlements.

S2.8.4.6 Superannuation

S2.8.4.6.1 Employees who are members of the Company Superannuation Fund will be entitled to receive retrenchment benefits according to the Fund rules.

S2.8.4.6.2 Employees aged 55 and over may alternatively be entitled to apply for early retirement benefits from the Fund if they so wish.

S2.8.4.7 For retrenched employees, the age loading will apply to the base rate of pay as follows:-

AGE	LOADING
50-55 years	10% loading
56-60 years	15% loading
60+	20% loading

S2.8.5 Redundancy process

S2.8.5.1 Voluntary Retrenchments

- Initially, the voluntary retrenchment process shall be by department, section or stream; for example “cook room”, “labelling and packaging” or “refrigeration” ; then
- By Operating Division; then
- Company-wide.

S2.8.5.2 Selective Retrenchments

If there are insufficient volunteers SPCA will negotiate with the parties to this Agreement to resolve the selection issue.

SPCA will then retrench the nominated employees, subject to the provisions of S2.8.4 .

The above steps will be observed in strict sequence until the required number of retrenchments has been achieved.

The concept of "last on first off" shall not apply to any section of this Retrenchment Package.

Redundancies will in every case be genuine and will not be used as a device to substitute one category of employee for another. No employee who is declared redundant will be replaced in their duties by another employee recruited in accordance with any youth employment or other government funded program.

S2.8.5.3 Grievances

Should there be any dispute on the application of this clause the parties will notify each other of the existence of a dispute and attempt to resolve the matter. If after further discussions between the parties and the dispute has not been resolved, the provisions of S2.3.7 and onwards in the grievance process of this agreement shall apply.

S2.9 OPERATIONS AND LOGISTICS COUNCIL (THE COUNCIL)

The Company and its employees are committed to continually improving and pursuing effective communication so as to be able to effectively manage the process of continuous improvement.

S2.9.1 Terms of Reference

- (i) The promotion of effective communication and harmonious relations between the Company and its employees
- (ii) To provide a forum in which elected representatives of employees can discuss and resolve management / operational issues with representatives of the Company.
- (iii) The Council has no capacity to override any provision of this agreement, in any conflict that may arise the express provision of the agreement shall take precedence over any determination of the Council.

S2.9.2 Composition of the Council

The Council will comprise of up to five Company appointed representatives and an equivalent number of employee elected representatives. As far as practical employee representatives shall proportionally represent the sectional and geographical interests of the employees to ensure an equitable and representative voice for all employees.

The non-voting Chairperson shall be the General Manager Manufacturing or their delegate and shall be in addition to the ordinary

members of the council. A Deputy and a non-standing Secretary will be appointed by the Council from the ordinary members of the Council.

S2.9.3 Elections to the Council

Elections to the Council will be initially held within one month of the registration of this agreement, and two elected positions will hold office until 15 February in the following year and be subject to re election every two years thereafter all other elected positions will hold office until 15 February two years after registration and be subject to re election two years thereafter.

All elections will be organised and supervised by a delegated organisation.

To be eligible for nomination employees must:

1. be a member of the work area for which they are standing,
2. be a permanent employee with the Company,
3. be covered by the terms and conditions of this agreement

Nominations will close one week before ballot. The election will be by secret ballot and the person gaining the most votes will be elected. Scrutineers will be permitted at the counting of any ballot conducted under this process.

The results will be declared by SPCA.

By-elections will be held within one month of a vacancy occurring. All employees who are covered by this Agreement and who are employed in the Stream/Geographical area in which the vacancy has arisen are eligible to vote in such by-elections.

S2.9.4 Council Meetings

Full Council meetings will be held quarterly, but this period may be varied by agreement between a majority of Council members.

Items for the agenda must be submitted to the Chairperson, in writing, five days prior to the meeting.

All agenda items must be contained within the Terms of Reference as the Council is committed to the principle that issues outside of changes to terms and conditions of employment should be discussed at the team level, and wherever possible resolved within the team or department.

Issues remaining unresolved at the team/department level shall be handled in accordance with the Grievance Process.

Following the Council meeting, formal minutes will be prepared by the Secretary and agreed with nominated employee/employer members. These minutes will be circulated and posted on all noticeboards within 48 hours of the meeting. It is recognised that on occasions, matters of a confidential nature will be discussed, and in such cases this confidence will be respected by all members.

The Council may establish sub-committees, that do not necessarily have to consist of members of the Council, to deal with specific issues. The terms of reference of such sub-committees will be determined by the Council.

S2.9.5 Responsibilities of Elected Representatives

The prime responsibility of all members of the Council is to work to ensure the success of the Company to promote the prosperity and security of all employees.

Elected representatives will:

1. Forward apologies to the Secretary if unable to attend the meeting.
2. Come to the meeting prepared, having read the Minutes of the previous meeting and studied the agenda beforehand, and be prepared to make contributions.
3. Represent the views and opinions of those he/she represents.
4. Encourage and assist those he/she represents to submit agenda items.
5. Provide explanations of items recorded in the Minutes.
6. Report back to his/her work area.
7. Openly debate issues at meetings and not be subjected to any pressures outside of meetings.
8. Preserve confidentiality to the extent relevant.

S2.9.6 Decision-Making Procedures

Council members are totally committed to resolving issues within the Council. However, in exceptional circumstances if this is not possible then the final positions reached with supportive arguments will be presented to an agreed independent conciliator.

In the course of resolving a dispute, operations will continue as normal until all steps in the Grievance Process have been followed.

S2.9.7 Use of External Resources

Where it is agreed by the Council, external resources and representatives may be engaged to assist or address the Council on any relevant issue.

S2.9.8 Representatives

Employee Representatives may attend Council meetings

S2.10 CLASSIFICATION STRUCTURE, TRAINING AND MULTI-SKILLING

S2.10.1 A competency based classification system as detailed in attachment 3 will apply to the employees covered by this Agreement.

S2.10.2 At the start of this Enterprise Agreement, employees will be deemed to be classified at the classification level that applied to their employment immediately prior to the commencement of this Enterprise Agreement.

- S2.10.3** Subject to the terms of clause S2.10.4, the Company Shepparton site metal trade and electrical trade classification skills and competencies lists, including base and additional competencies for mechanical and electrical trades, that applied under previous agreements will continue to apply at the Shepparton site.
- S2.10.4** From 1st March 2011, a classification review will commence covering metal tradespersons and electrical tradespersons at all three sites covered by this Agreement. This review will establish base and additional skill competency profiles for metal and electrical tradespersons at each site. New base and additional skill competency profiles will be established covering the Shepparton site. This review will also involve the completion of a classification assessment for interested tradesperson covered by this Agreement against the relevant site skill/competency profile. The following will apply in relation to this classification review:
- S2.10.4.1 This review will be jointly undertaken by two qualified assessors. The company will nominate one of these assessors and the unions (AWU/AMWU/ETU) will nominate the other assessor. Relevant management personnel and shop stewards/union officials will be involved in the review.
 - S2.10.4.2 This review will be undertaken in accordance with the incorporated Award provisions contained in Attachment 3 and the National Metal and Engineering Competency Standards Implementation Guide distributed by Manufacturing Skills Australia.
 - S2.10.4.3 The company and the unions are committed to complete this review as soon as possible. The aim is to complete this review by no later than 30th September 2011.
 - S2.10.4.4 The results of this classification review, including any reclassifications and the associated wage increases, will apply from 1st October 2011. This will apply even if the classification review is completed after this date.
 - S2.10.4.5 No employee will be disadvantaged in terms of their classification and wage rate by the results of this review.
 - S2.10.4.6 The company will meet all reasonable costs associated with undertaking and completing this review.
 - S2.10.4.7 The company accepts, subject to any disputes being dealt with under the Grievance Settlement Process (clause S2.3), that the review completed by these two assessors, including any tradesperson reclassifications (and the associated wage increases) determined by these assessors will apply as terms of this Enterprise Agreement.
- S2.10.5** Following the completion of this review, on an ongoing basis tradespersons will be able to submit claims for reclassification (and the associated wage increase) based on the terms cited in sub-clause S2.10.4.2 and the skill/competency profiles produced by the assessors under the review cited in clause S2.10.4. These reclassification claims will be assessed and determined by a skills assessor(s) agreed by the company and the relevant union(s). Any

successful reclassification arising from the assessment of these claims will take effect from the date the reclassification claim was submitted.

- S2.10.6** Any employee reclassification under this clause is based on the employee being required to exercise such qualifications/skills in the course of their employment.
- S2.10.7** The Company will, in accordance with site skill requirements, allow employees willing to undertake accredited certificate level training modules to be able to progress along an agreed formal competency based career path as defined by the classification structure at attachment 3.
- S2.10.8** All employees will be willing to undertake appropriate training modules and other non-technical training as deemed necessary by the Company. The training will be provided in addition to technical and career development training.
- S2.10.9** The Site Council will continue be used as a vehicle to develop an appropriate training plan consistent with agreed National Competency Standards for the attainment of Accredited Certificates and/or appropriate skill modules relevant to the Company workplace.
- S2.10.10** The Council will:
- S2.10.10.1 Develop and publish a Trades Group Training Plan by February each year;
 - S2.10.10.2 identify training courses that enhance career opportunities for all employees;
 - S2.10.10.3 provide information with respect to training plans and career development opportunities as required;
 - S2.10.10.4 monitor and report on training, development of competencies and the general effectiveness of training.
- S2.10.11** There is recognition by employees that Training and development is a shared responsibility. Accordingly:
- S2.10.11.1 All 'non technical' training modules will be conducted during normal working hours and paid accordingly. The Company reserves the right to provide appropriate change of shift notice to ensure employees are available to attend where necessary.
 - S2.10.11.2 Where possible, career development training (this excludes non-technical training) will be conducted during normal hours. Employees undertaking such training will not incur any loss of earnings and the Company will bear all costs associated with such training if the training has been identified in the annual training plan.
 - S2.10.11.3 Where training identified in the annual training plan is conducted outside normal hours the Company will bear all costs associated with such training and the employee will receive ordinary time wage/salary payments (up to a maximum of 38 hours per annum).
 - S2.10.11.4 Where an employee attends additional relevant training outside of normal hours at their own initiative and, such training is not included in

the annual training plan, the company will reimburse fees upon successful completion of the course, provide books and required stationary. The time required to attend will be at the sole expense of the employee.

S2.10.12 All costs associated with the conduct of nominated Company sponsored training shall be a cost payable by the Company. Travel costs which exceed those normally incurred by an employee in travelling to and from work and associated with Company sponsored training shall be a cost to the Company.

S2.10.13 Any disputes in relation to the application and implementation of this clause will be dealt with in accordance with the Grievance Procedure of this agreement and the and or the provisions of the National Metal and Engineering Industry Competency Standards Implementation Guide.

S2.11 TRANSMISSION OF BUSINESS

Where the business is transmitted to another employer(s) and the employee becomes an employee of the transmittee in his pre-transmission of business position and classification, the terms of the redundancy pay out and notice payment 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 recognized, accepted and counted by the transmittee for the purpose of the redundancy provisions and all other provisions of this Agreement.

S2.12 WORKPLACE FLEXIBILITY

S2.12.1 The term of the agreement which may be varied by an individual flexibility arrangement is "Annual leave may be taken as a single day absence".

S2.12.2 The arrangement must meet the genuine needs of the employer and the employee and be genuinely agreed to by the employer and the employee.

S2.12.3 The employer must ensure that the arrangement:

S2.12.3.1 Be about a permitted matter under the Fair Work Act if the arrangement were an enterprise agreement;

S2.12.3.2 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.

S2.12.3.3 Not include a term that would be an unlawful term under the Fair Work Act if the arrangement were an enterprise agreement; and

S2.12.3.4 For the avoidance of doubt, this sub-clause does not allow the arrangement to vary the effect of terms of this enterprise agreement other than the requirement in the Annual Leave term.

S2.12.4 The employer must ensure that the arrangement result in the employee being better off overall than the employee would be if no arrangement were agreed to.

S2.12.5 The employer must ensure that the arrangement:

S2.12.5.1 Is in writing

S2.12.5.2 Includes the name of the employer and the employee

S2.12.5.3 Is signed by the employer and employee and if the employer and employee is under 18 years of age, signed by a parent or guardian of the employee;

Includes detail of:

S2.12.5.4 The annual leave term that will be varied by the arrangement

S2.12.5.5 How the arrangement will vary the effect of the annual leave term;

S2.12.5.6 How the employee will be better off overall than the employee would be if no arrangement were agreed to; and

S2.12.5.7 State the date on which the arrangement commences.

S2.12.6 The employer must give the employee a copy of the arrangement within 14 days after it is agreed to.

S2.12.7 The employer or employee may terminate the arrangement:

S2.12.7.1 By giving written notice of not more than 28 days; or

S2.12.7.2 If the employer and employee agree in writing at any time.

S2.13. CONSULTATION

S2.13.1 Company's duty to notify

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

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

S2.13.2 Company's duty to discuss change

The Company shall discuss with the employees affected and their representatives [including the relevant union(s) for union members], inter alia, the introduction of the changes referred to S2.13.1, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their

representatives [the relevant union(s) for union members] in relation to the changes.

The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in S2.13.1.

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

S2.13.3 The Company shall provide information in languages other than English for employees of non-English speaking background.

S2.13.4 Company's duty to be reasonable

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

S2.14 CONSULTATION ON CONTRACTORS

The Company shall give full consideration to concerns raised about contractor's actions that are raised by employees and/or their representatives.

-Before the employer engages contractors or labour hire companies to do work covered by this Agreement the employer must consult with the relevant employees and nominated representatives. For the purpose of the consultation the employer must inform the employees and the nominated representatives of:

- the name of the proposed contractor(s) or labour hire company or companies;
- the type of work proposed to be given to the contractor(s) or labour hire company or companies; and
- the likely duration of any contract.

S2.15 UNION DELEGATES/SHOP STEWARDS

S2.14 .1 The Company shall recognize duly elected/appointed union delegates or shop stewards in the enterprise upon notification by the relevant Union to which the employee belongs. The union delegates or shop stewards shall be allowed reasonable access and opportunity during paid working hours to meet employees, the company or the company's representative or their union official in order to attend to legitimate matters affecting employees whom they represent.

- S2.14 .2** Union delegates/shop stewards will have reasonable access to office amenities to assist in carrying out their role. This includes access to telephone, fax, and photocopier.
- S2.14 .3** The company will allow union workplace delegates/shop stewards a maximum of five (5) days each in any one calendar year, to enable attendance at union or union approved sponsored programs. Whilst in attendance at such events, the delegate/shop steward concerned will be paid at ordinary basic rates consistent with a normal working day, excluding provisions for overtime.

Schedule 3 CONDITIONS OF EMPLOYMENT

S3.1 ACCIDENT MAKEUP PAY

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

- S3.1.1** 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 Occupational Health and Safety Act 1985 (Vic.) and the amount the employee would have been paid if he/she had been performing their normal duties including shift allowance, weekend work payments, overtime and allowances.
- S3.1.2** During the period of the second 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 Occupational Health and Safety Act 1985 (Vic.) and the weekly rate of pay which would have been paid excluding shift allowance, special rates and overtime that is in excess of the overtime built into the annualised salary.

S3.2 ALLOWANCES

See attachment 4

S3.3 AMENITIES AND PROTECTIVE CLOTHING

- S3.3.1** The SPCA shall provide tea, coffee, milk, sugar and boiling water for the consumption of all employees working on the site
- S3.3.2** Existing facilities such as microwave ovens, grillers, refrigerators shall continue to be supplied and maintained.
- S3.3.3** SPCA shall provide the facilities necessary to ensure adequate welfare of its employees including the provision of lockers, drinking and boiling water heating, cooling and ventilation and rest room facilities. Any disagreements about the adequacy of facilities shall be dealt with through the consultative process of this Agreement and the Grievance and Dispute Settling Procedure.
- S3.3.4** SPCA shall provide and maintain all items of personal protective equipment to comply with its occupational health and safety obligations and equipment needed to comply with HACCP. Where the Company does not provide such equipment and with the agreement of the Company, employees may provide such equipment and SPCA shall reimburse the cost of the equipment to the employee.
- S3.3.5** Where satisfactory evidence is provided by an employee to SPCA that, as a result of employment, an employee's clothing is damaged or destroyed, except where the employee was not wearing required protective clothing, SPCA shall reimburse the employee for such items.

S3.4 ANNUAL LEAVE

This clause does not apply to casual employees.

Employees will only be able to take annual leave during the season (January - April) in exceptional circumstances.

Employees will be able to take annual leave at their discretion, subject to agreement, outside of the season. Agreement shall not be unreasonably withheld.

S3.4.1 Period of leave

S3.4.1.1 A period of 28 days consecutive leave, including non-working days, shall be allowed annually to an employee after twelve month's continuous service as an employee, other than a schedule 8 employee.

S3.4.1.2 An employee shall accrue annual leave at a rate of 2.923 hours for each 38 ordinary working hours worked and credited monthly.

S3.4.2 Additional Leave for Seven Day Shift Workers

S3.4.2.1 In addition to leave provided for in 3.4.1, 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.

S3.4.2.2 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 sub clause 3.4.1 increased by half a day for each month he or she is continuously engaged as a seven day shift worker.

S3.4.3 Leave exclusive of public holidays

S3.4.3.1 If any public holiday mentioned in clause S3.24 - Public holidays, of this agreement 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 shall be added to that period one working day for each such public holiday observed as aforesaid.

S3.4.4 Time of leave taking

S3.4.4.1 Normally annual leave shall be given at a time fixed by SPCA within a period not exceeding six months from the date when the right to annual leave accrued and after not less than one month's notice to the employee.

- S3.4.4.2 A shorter period of notice for the taking of leave may be given by mutual agreement between SPCA and the employee.
- S3.4.4.2 SPCA and an employee may agree that annual leave may be taken at any time within two years from the date when the right to leave accrued.

S3.4.5 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken, and except as provided in S3.4.6 and S2.8.4.5 hereof payment shall not be made or accepted in lieu of annual leave.

S3.4.6 Payment for period of annual leave

- S3.4.6.1 Each employee going on leave shall be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- S3.4.6.2 Subject to s3.4.9 hereof each employee shall, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:
- S3.4.6.2(a) Time workers
- S3.4.6.2(a)(i) the rate prescribed for work in ordinary time by clause 4.7 of this agreement according to the employee's roster or projected roster;
 - S3.4.6.2(a)(ii) the appropriate rate payable pursuant to this agreement calculated on a daily basis which the employee would have received for ordinary time during the relevant period whether on a shift roster or otherwise;
 - S3.4.6.2(a)(iii) this provision shall not operate to include any payment in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred .

S3.4.7 Loading on annual leave

- S3.4.7.1 During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by s3.4.7.2 hereof, subject to the provisos herein.
- S3.4.7.2 The loading shall be as follows:
- S3.4.7.2(a) Day Workers - employees who would have worked on day work only had they not been on leave - a loading of 17 1/2 per cent or the relevant weekend penalty rates, whichever is greater but not both.
 - S3.4.7.2(b) Shift Workers - employees who would have worked on shift work had they not been on leave - a loading of 17 1/2 per cent

or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.

S3.4.7.3 The loading prescribed by this subclause shall apply to proportionate leave on termination as described in 3.4.9 hereof.

S3.4.8 Leave allowed before due date

S3.4.8.1 SPCA may allow an employee to take annual leave either wholly or partly in advance before the right thereto has accrued due. In such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which the annual leave or part thereof had been taken before it accrued.

S3.4.8.2 Where annual leave or part thereof has been granted pursuant to s3.4.8.1 hereof, before the right hitherto has accrued due, and the employee subsequently leaves or is discharged from the service of SPCA before completing the twelve months' continuous service in respect of which the leave was granted; and the amount paid by SPCA to the employee for the annual leave or part so taken in advance exceeds the amount which SPCA is required to pay to the employee under s3.4.9 hereof, SPCA shall not be liable to make any payment to the employee under s3.4.9 hereof, and shall be entitled to deduct the amount of excess from any remuneration payable to the employee upon the termination of employment.

S3.4.9 Proportionate leave on termination

If an employee other than a casual employee, who after one week's continuous service in the first qualifying twelve monthly period or during a subsequent qualifying twelve monthly period with SPCA, leaves the employment of SPCA or the employment is terminated by SPCA, the employee shall be paid at the appropriate rate of wage prescribed in s3.4.5.1 and s3.4.5.2 hereof, for 2.923 hours for each 38 ordinary hours worked and in respect of which leave has not been granted under this clause. Provided that service after 1 December 1973 shall be paid at the appropriate rate of wage prescribed by s3.4.5.1 and s3.4.5.2 hereof, for 3.08 hours for each five ordinary working days worked and in respect of which leave has not been granted under this clause.

S3.4.10 Calculation of continuous service

S3.4.10.1 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:

- 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).

- 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.
- any interruption or termination of the employment by the employer which has been made with the intention of avoiding obligations under this clause.

S3.4.10.2 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 agreement include:

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

S3.4.11 Service before date of agreement

Service before the date of this agreement shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or payment in lieu thereof has been allowed.

S3.4.12 Calculation of month

For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the date which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

S3.4.13 Employer-successor ship of business etc

Where SPCA is a successor, assignee or transmittee of a business if an employee was in the employment of SPCA's predecessor at the time when SPCA became such successor, assignee or transmittee, the employee, in respect of the period during which the employee was in the service of the predecessor, shall for the purpose of this clause be deemed to have been in the service of SPCA.

S3.4.14 Close-down

An employee may be directed to take annual leave for the purposes of any shut down, such direction may occur;

- on one month's notice: and

- only occur twice per calendar year; and;
- in blocks of a minimum of two weeks

Employees who do not have two years of leave accrued are exempted but may be redeployed to other work as directed during the period of shutdown.

S3.4.15 Broken leave

- S3.4.15.1 The annual leave shall be given and taken in one or two continuous periods. If the annual leave is given in two continuous periods then one of those two periods must be of at least 10 consecutive days. Provided that if SPCA and an employee so agree then the annual leave entitlement may be given and taken in two separate periods neither of which is of at least 10 consecutive days, or in three separate periods.
- S3.4.15.2 Provided further that an employee may, with the consent of SPCA, take short-term annual, not exceeding four days in any calendar year, at a time or times separate from any of the periods determined in accordance with this subclause.

S3.4.16 Single day annual leave absences

- S3.4.16.1 Notwithstanding provisions elsewhere in the agreement, SPCA and the employees may agree to establish a system of single day annual leave absences, provided that:
- S3.4.16.1(a) An employee may elect, with the consent of SPCA to take annual leave in single day periods or part of a single day not exceeding a total of five days in any calendar year at a time or times agreed between them.
- S3.4.16.1(b) Access to annual leave, as prescribed in this clause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- S3.4.16.1(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

S3.4.17 Direction to take Annual Leave

SPCA can only direct an employee to take up to 25% of their accrued leave if the employee has more than two years of annual leave accrued.

S3.5 BREAKS

- S3.5.1 All trade personnel agree to flex their tea, lunch breaks to cover all production and maintenance requirements, all smokos / tea breaks, and all lunch breaks, so as to allow for continuous production and minimize down time.

S3.5.2 In recognition of the flexibilities offered by maintenance workers in the timing of, and interruptions to, meal breaks due to the need for continuous operation, all employees covered by this agreement shall received one paid meal break per eight hour shift of 20 minutes in addition to two 12 minute paid tea breaks.

S3.5.3 An employee shall not be required to work for more than five hours without a break for a meal except in the following circumstances:

S3.5.3.1 In cases where canteen or other facilities are limited to the extent that meal breaks must be staggered and as a result it is not practicable for all employees to take a meal break within five hours, an employee will not be required to work for more than six hours without a break for a meal break.

S3.5.3.2 By agreement between an employer and an employee or the majority of employees in an enterprise or part of an enterprise concerned, an employee or employees may be required to work in excess of five hours but not more than six hours at ordinary rates of pay without a meal break.

S3.5.4 Rest Break

S3.5.4(a) An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.

S3.5.4 (b) Where a day worker is required to work overtime on a Saturday, Sunday or Public Holiday or on a rostered day off, the first rest break will be paid at the employee's applicable overtime rate of pay.

S3.5.4 (c) Where overtime is to be worked immediately after the completion of ordinary work on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime is entitled to a rest break of 20 minutes to be paid at the employee's applicable overtime rate of pay.

S3.5.4 (d) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under this subclause.

S3.5.5 Overtime Meal Allowance

An employee is entitled to a meal allowance of \$ ($\$11.07 \times 1.0155 = \12.23) on each occasion that the employee is entitled to a rest break in accordance with subclause 3.5.4.

S3.6 CLASSIFICATIONS AND PAY RATES

Rates Of Pay For Employees

S3.6.1 Employees, other than apprentices, shall be entitled to receive the rate of pay for the relevant classification as set out in the table in S3.6.3

S3.6.2 For the purposes of this clause, any entitlement to wages expressed to be by the week shall mean any entitlement which an employee would receive for performing 38 ordinary hours of work.

S3.6.3 Schedule of Rates of Pay

WEEKLY PAY SCALE				
Classification	1-Nov-10	1-Nov-11	1-Nov-12	1-Jul-13
Kyabram/ Shepp / Moor Non Annualised Fitters				
C5	\$1,459.40	\$1,532.37	\$1,616.65	\$1,677.28
C6	\$1,403.28	\$1,473.45	\$1,554.49	\$1,612.78
C7	\$1,291.01	\$1,355.56	\$1,430.12	\$1,483.75
C8	\$1,234.89	\$1,296.63	\$1,367.95	\$1,419.25
C9	\$1,178.76	\$1,237.70	\$1,305.77	\$1,354.74
C10	\$1,122.62	\$1,178.75	\$1,243.58	\$1,290.21
C11	\$1037.30	1089.17	\$1149.07	\$1192.15
C12	\$981.17	\$1,030.23	\$1,086.89	\$1,127.65
C13	\$920.55	\$966.58	\$1,019.74	\$1,057.98
Electrical Employees				
C5	\$1,493.61	\$1,568.29	\$1,654.55	\$1,716.59
C6	\$1,436.17	\$1,507.98	\$1,590.92	\$1,650.58
C7	\$1,321.28	\$1,387.34	\$1,463.64	\$1,518.53
C10 (for electrical apprentice rates of pay only)	\$1,148.93	\$1,206.38	\$1,272.73	\$1,320.46

S3.6.4 Mixed Functions

An employee engaged for more than two hours during one day or shift on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he or she shall be paid the higher rate for the time so worked.

S3.6.5 Annualised Rates of Pay

See schedule 11

S3.7 COMPASSIONATE LEAVE

S3.7.1 This provision shall not apply to casual employees.

S3.7.2 All employees are entitled to 3 days paid leave on each occasion for the purpose of spending time with a member of the employee's immediate family or household who:

- Contracts or develops a personal illness that poses a serious threat to his or her life; or
- Sustains a personal injury that poses a serious threat to his or her life; or
- After the death of a member of the employee's immediate family or household : and
- on production of satisfactory evidence (if required by SPCA) of the death sickness or injury in Australia or overseas of either a member of the employees immediate family or household.

S3.7.3 An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take compassionate leave as:-

- A single unbroken period of 3 days; or
- Three separate periods of one day each; or
- Any separate periods to which the employee and SPCA agree.

S3.7.4 An employee who is entitled to a period of compassionate leave because a member of the immediate family of the employee 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 injury persists.

S3.8 TRADES LICENCES & PERMITS

3.8.1 The Company will reimburse employees for costs associated with the procurement and/or maintenance of licences or permits required under legislation to perform their role.

3.8.2 Electrical Compliance Safety Certificate System

In recognition of Government regulations regarding the compliance certification system and the extra responsibility and accountability imposed upon licensed Electrical Trades persons, the following will apply:

3.8.2.1 All time required by licensed Electricians to fully comply with the Electrical Safety (Installations) Regulations 1999 will be provided and paid by the employer;

3.8.2.2 All costs incurred in complying with the regulations will be borne by the employer;

3.8.2.3 Paid training leave will be provided to licensed Electricians for refresher training on the requirements of the regulations. All

costs relating to courses, training manuals, text books, regulations and standards will be reimbursed by the employer;

S3.9 EMPLOYEE JOURNEY INSURANCE

SPCA will provide Employee Journey Insurance to at least the standard found in the policy found at attachment 6 for employees travelling to and from work who are covered by this agreement.

S3.10 EMPLOYEE PERFORMANCE BONUS

SPCA shall pay to permanent employees a performance bonus equal to one percent of the permanent employee payroll divided by the number of employees on the following conditions:

- SPCA achieves 90 percent of the budgeted EBIT in the preceding calendar year
- Payment is to be made in March of the following year

S3.11 EMPLOYMENT CATEGORIES

S3.11.1(a) SPCA may initially engage a full-time or part-time employee for a period of probationary employment for the purpose of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is probationary and of the duration of the probation which can be up to but not exceed three months.

S3.11.1(b) A probationary employee is for all purposes of the Agreement a full-time or part-time employee.

S3.11.1(c) Probationary employment forms part of an employee's period of continuous service for all purposes of the Agreement, except where otherwise specified in this Agreement.

S3.11.2 Full-time Employment

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in the Agreement.

S3.11.3 Casual Employment

See the Casual Stream at S6

S3.11.4 Part time Employment

See Part-Time Employment at S3.22

S3.11.5 Seasonal employment / Temporary Employment

See the Seasonal / Temporary employment stream at S5

S3.12 FIRST AID ALLOWANCE

S3.12.1 At the commencement of this agreement the status quo shall apply in respect of the first aid arrangements and shall remain in place until the

occupational health and safety committees have conducted a review of the first aid requirements in accordance with the State Government's Code of Practice for First Aid.

- S3.12.2** SPCA shall train and roster competent people to be responsible for the provision first aid on each day or shift and shall pay to them a minimum amount of \$5.52 allowance per day extra in addition to all other payments due to them under this agreement.

Only competent employees who volunteer shall be considered for the roster.

S3.13 HEAT POLICY

- S3.13.1** Temperature readings will be conducted by OHS Representatives in conjunction with supervisors in all areas.
- S3.13.2** In areas that record 38 degrees Celsius or more a system of rotating relief shall be implemented to provide for an additional 10 minute break in every hour for each employee to go to a cool area and take cold drinks.
- S3.13.3** All scheduled breaks will be increased by 5 minutes to provide time for an employee to walk to a cool area.
- S3.13.4** SPCA shall purchase enough fans to cover all areas

S3.14 HOURS OF WORK

- S3.14.1** The ordinary hours of work shall be worked in the Monday to Friday period.
- S3.14.2** The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer between 6:00am and 6:00pm. Provided that the actual ordinary hours of work shall be determined by agreement between the employer and the majority of employees in the plant or work section or sections concerned
- S3.14.3** Rosters shall be developed by consultation. The company may alter the shift roster by providing an employee with one week's written notice.
- S3.14.4** Ordinary hours of work may include shifts of up to twelve hours duration provided that:
- S3.14.4.1 any such agreement shall be with each employee in the section or sections concerned;
 - S3.14.4.2 the arrangement shall be subject to the following conditions:
 - S3.14.4.2(a) SPCA and the employees concerned shall be guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on twelve hour shifts;

- S3.14.4.2(b) proper health monitoring procedures shall be introduced;
- S3.14.4.2(c) suitable roster arrangements shall be made prior to the introduction of such shifts; and
- S3.14.4.2(d) proper supervision shall be provided by SPCA.

S3.15 INCOME PROTECTION INSURANCE

- 3.15.1** All Permanent employees at the commencement of this agreement will automatically contribute and become members of an Income Protection Insurance Policy Scheme unless that within one week of the commencement of this agreement an employee elects in writing to not participate in the scheme.
- 3.15.2** Employees who elect to not participate in the scheme shall not be entitled to join the scheme during the life of the agreement
- 3.15.3** All new permanent employees commencing after the date of operation of this agreement will be required to be members of and contribute to the Income Protection Insurance Policy scheme.
- 3.15.4** The eligible payroll of participating employees is the dollar amount of the payroll for the people being covered by the scheme. SPCA shall contribute a maximum of 0.7% of the eligible payroll or 50% of the cost of an income protection policy, whichever is the least

S3.16 JURY SERVICE AND ARMY RESERVE LEAVE

An employee, other than a casual required to attend for jury service or army reserve duty during the employee's ordinary working hours shall be reimbursed by SPCA an amount equal to the difference between the amount paid in respect of attendance for such jury service or army reserve duty and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service subject to the following conditions:

- S3.16.1** The employee shall advise SPCA as soon as practicable that the employee had to attend for jury service or army reserve duty, and if required by SPCA, produce the notice to attend.
- S3.16.2** An employee who has been given more than seven days' notice to attend for jury service or army reserve duty shall give SPCA at least seven days' notice and if the employee fails to give such notice, without reasonable excuse, the employee shall forfeit entitlement to payment by SPCA.
- S3.16.3** An employee on day shift or day work who is not required for jury service or army reserve duty after 1.00 p.m. on any day shall contact SPCA by telephone to ask whether SPCA requires the employee's to report for the balance of the day, and if so required, the employee shall so report.

S3.16.4 An employee on afternoon shift or night shift who is discharged or excused from jury service or army reserve duty upon the day upon which the employee is first called or on any subsequent day on which the employee has been required to take part in court proceedings shall report for work:

3.16.4(a) in the case of an afternoon shift employee, if possible at the employee's normal starting time or as soon thereafter as possible after being discharged or excused from jury service or army reserve duty; and

3.16.4(b) in the case of a night shift employee, at the employee's normal starting time;

S3.16.5 Provided that an employee on afternoon shift or night shift who is continuing jury service and who has been required to take part in court proceedings for more than half the day shall not be required to report for work until the expiration of the jury service and if the jury service has lasted for more than two days until the shift next following the completion of the jury service.

S3.16.6 The employee shall give SPCA proof of attendance, the duration of such attendance and the amount received in respect of such jury service or army reserve duty.

S3.17 LONG SERVICE LEAVE

The provisions of Attachment 1 shall apply

S3.18 MAKE-UP TIME

S3.18.1 An employee may elect, with the consent of SPCA, to work make-up time under which the employee takes time off during ordinary hours, and work those hours at a later time, during the spread of ordinary hours provided in this agreement.

S3.18.2 An employee on shift work may elect, with the consent of SPCA, to work make-up time under which the employee takes time off ordinary hours and work those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

S3.19 OVERTIME

Subject to the Public holidays clause of this agreement overtime shall be paid to employees at the following rates:

S3.19.1 Day workers

S3.19.1.1 Monday to Friday inclusive

For all time worked before 6.00 a.m. or after 6.00 p.m. or before the fixed starting time or after the fixed finishing time on any day, Monday to Friday inclusive, or in excess of eight ordinary hours on any such day - time and a half for the first three hours

and double time thereafter, such double time to continue until the completion of the overtime work.

S3.19.1.2 Saturday

For all time worked on a Saturday until noon - time and a half for the first three hours and double time thereafter and after noon - double time.

S3.19.1.3 **Shift workers**

S3.19.1.3(a) For all time worked before the fixed starting time of any shift or after the fixed finishing time of any shift or in excess of eight hours on any shift, or in excess of 38 ordinary hours on shift in any week - time and a half for the first three hours and double time thereafter plus for all such overtime 20% of ordinary time if on afternoon shift or 30% of ordinary time if on night shift. Such entitlements shall continue until the completion of overtime work.

S3.19.1.3(b) Where work commences on a Saturday until noon - time and a half for the first three hours and double time thereafter up to noon, plus for all such work 20% of ordinary time if on afternoon shift and after noon, double time, plus 20% of ordinary time if on afternoon shift or 30% of ordinary time if on night shift.

S3.19.2 **Day's work - to stand alone**

Except as otherwise provided in S3.19.3 hereof in calculating overtime each day's work shall stand alone.

S3.19.3 **Ten hours' break after overtime**

S3.19.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

S3.19.3.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

S3.19.3.3 If, on the instructions of SPCA, such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

S3.19.4 Minimum payment – Saturday & Sunday

- S3.19.4.1 In the case of an employee on day work working overtime on a Saturday, or being notified to work overtime on a Saturday and on reporting for duty is advised that the employee's services are not required, the employee shall be paid as for a minimum of four hours work calculated at the rate of time and a half until twelve noon and at double time thereafter subject to the rate of double time applying when an employee is notified to report for work at twelve noon or later. Employees called into work on a Sunday shall be paid as for a minimum of four hours at the rate of double time for all day.
- S3.19.4.2 The provisions of the foregoing paragraph shall also apply to an employee on shift work, except that the minimum payment for afternoon or night shift employees shall be as for two and one half hours work at double time plus 20% or 30% respectively of ordinary time.

S3.19.5 Requirement to work reasonable overtime

- S3.19.5.1 Subject to clause S3.19.5.1(a) SPCA may require an employee to work reasonable overtime at overtime rates.
- S3.19.5.1(a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- any risk to employee health and safety
 - the employee's personal circumstances including any family responsibilities;
 - the needs of the workplace or enterprise;
 - the notice (if any) given by SPCA of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.
- S3.19.5.2 Provided that no male junior employee under the age of eighteen years and no female employee shall be required or permitted to work for more than twelve hours (exclusive of meal breaks) after commencing work on any day.
- S3.19.5.3 Provided further that during the season weekend work shall be arranged by SPCA to allow, whenever possible, an average of one Saturday or Sunday free of duty in every two weekends.
- S3.19.5.4 Notwithstanding the provisions of S3.19.1 to S3.19.4 hereof inclusive, SPCA may depart from the provisions of S3.19.1 to S3.19.4 hereof inclusive pursuant to and for the purposes of an agreement in relation to extended shifts
- S3.19.5.5 Any such agreement shall comply with and be processed according to the provisions of this agreement

S3.19.5.6 The arrangements shall be subject to the following conditions:

- S3.19.5.6(a) the SPCA and the employees concerned shall be guided by the Occupational Health and Safety Provisions of the ACTU Code of Conduct on twelve hour shifts;
- S3.19.5.6(b) proper health monitoring procedures shall be introduced;
- S3.19.5.6(c) suitable roster arrangements shall be made prior to the introduction of such shifts; and
- S3.19.5.6(d) proper supervision shall be provided by SPCA.

S3.19.6 Call back

- S3.19.6.1 An employee recalled to work overtime after leaving SPCA's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time the employee is recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the SPCA's premises to perform a specific job outside the employee's ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- S3.19.6.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of S3.19.3 hereof when the actual time worked is less than three hours on such recall or on each of such recalls.

S3.19.7 Time off in lieu of payment for overtime Notwithstanding provisions elsewhere in this agreement, SPCA and the majority of employees at an enterprise may agree to establish a system of time off in lieu of overtime provided that:

- S3.19.7.1 An employee may elect, with the consent of SPCA, to take time off in lieu of payment for overtime at a time or times agreed with SPCA.
- S3.19.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.
- S3.19.7.3 SPCA shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in this clause, for

any overtime worked under S3.19.7.1 hereof where such time has not been taken within a calendar year of accrual or paid on termination, whichever occurs first.

S3.19.8 Standing By

Where an employee is required regularly to hold himself or herself in readiness to work after ordinary hours, the employee is to be paid standing by time at the employee's ordinary rate of pay for the time he or she is standing by.

S3.19.9 Transport of Employees

When an employee, after having worked overtime or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance home, or pay him/her their current wage for the time reasonably occupied in reaching home.

S3.20 OWNERSHIP OF WORK PRODUCT

All material, work, ideas, concepts, designs, inventions and systems developed or produced by an employee whilst at work and in the course of their employment will be the sole property of SPCA to use in its discretion in any manner it sees fit in perpetuity i.e. intellectual property right.

S3.21 PARENTAL LEAVE

Parental leave is leave that allows you and your family to share in the important event of caring for a new born or adopted child. It encompasses maternity leave, paternity leave and adoption leave.

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.

The provisions of this clause apply to all employees excluding those who are not eligible schedule 8 employees.

An eligible schedule 8 employee means an employee:

- (a) employed by a SPCA on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, continuous service is work for SPCA on a regular and systematic basis (including any period of authorised leave or absence).

SPCA will not fail to re-engage a schedule 8 employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of SPCA in relation to engagement and re-engagement of schedule 8 employees are not affected, other than in accordance with this clause.

S3.21.1 Definitions

- s3.21.1(a) For the purpose of this clause child means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- s3.21.1 (b) Subject to S3.21.1(c), in this clause, spouse includes a de facto or former spouse.
- s3.21.1 (c) In relation to S3.21.7, spouse includes a de facto spouse but does not include a former spouse.

S3.21.2 Basic entitlement

- S3.21.2(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- S3.21.2(b) Subject to S3.21.5(f), parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- S3.21.2(b)(i) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
 - S3.21.2(b)(ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
 - S3.21.2(b)(iii) In relation to maternity leave – a mother (who is not a seasonal/ temporary or casual employee) is entitled to 8 weeks paid leave immediately after the child's birth
 - S3.21.2(b)(iv) In relation to paternity leave – a father (who is not a seasonal/ temporary or casual employee) is entitled to 1 week paid leave around the time of the birth
 - S3.21.2(b)(v) In relation to adoption leave – an employee (who is not a seasonal/ temporary or casual employee) is entitled to 4 weeks paid leave at the time of placement if the employee is the primary carer
 - S3.21.2(b)(vi) Any period of paid parental leave arising from this clause will be deducted from the period of unpaid parental leave to which the employee is entitled arising from this agreement.

The entitlement to parental leave is not extended for multiple births.

Parental leave is paid at the employee's weekly ordinary time rate of pay for the period of the leave (as per long service leave and sick leave).

- S3.21.2(b)(vii) Employees taking parental leave may elect to double the period of paid leave arising from this clause, to be paid at 50% of the employee's weekly ordinary time rate of pay. Provided that this extended period of paid leave falls within the period of unpaid parental leave to which the employee is entitled arising from legislation or industrial agreement.

S3.21.3 Variation of period of parental leave

Where an employee takes leave under S3.21.2(a) or S3.21.4(a)(ii), unless otherwise agreed between SPCA and the employee, an employee may apply to SPCA to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in S3.21.2(a) or S3.21.4(a)(ii).

S3.21.4 Right to request

- S3.21.4(a) An employee entitled to parental leave pursuant to the provisions of S3.21.2 may request SPCA to allow the employee:

S3.21.4(a)(i) to extend the period of simultaneous unpaid parental leave provided for in clause S3.21.2(b) up to a maximum of eight weeks;

S3.21.4(a)(ii) to extend the period of unpaid parental leave provided for in S3.21.2(a) by a further continuous period of leave not exceeding 12 months;

S3.21.4(a)(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

SPCA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or SPCA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- S3.21.4(b) Employee's request and SPCA's decision to be in writing

The employee's request and SPCA's decision made under S3.21.4(a)(ii) and S3.21.4(a)(iii) must be recorded in writing.

S3.21.4(c) Request to return to work part-time

Where an employee wishes to make a request under S3.21.4(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

S3.21.5 Maternity leave

S3.21.5(a) An employee must provide notice to SPCA in advance of the expected date of commencement of parental leave. The notice requirements are:

S3.21.5(a)(i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;

S3.21.5(a)(ii) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.

S3.21.5(b) When the employee gives notice under S3.21.5(a)(i) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

S3.21.5(c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

S3.21.5(d) Subject to S3.21.2(a) and unless agreed otherwise between SPCA and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

S3.21.5(e) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, SPCA may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

S3.21.5(f) Special maternity leave

S3.21.5(f)(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

- S3.21.5(f)(ii) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- S3.21.5(f)(iii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- S3.21.5(g) Where leave is granted under S3.21.5(d), during the period of leave an employee may return to work at any time, as agreed between SPCA and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

S3.21.6 Paternity leave

- S3.21.6(a) An employee will provide to SPCA at least ten weeks prior to each proposed period of paternity leave, with:
 - S3.21.6(a)(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - S3.21.6(a)(ii) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - S3.21.6(a)(iii) except in relation to leave taken simultaneously with the child's mother under S3.21.2(b) and S3.21.4(a)(i) a statutory declaration stating:
 - S3.21.6(a)(iii)(A) he will take that period of paternity leave to become the primary care-giver of a child;
 - S3.21.6(a)(iii)(B) particulars of any period of maternity leave sought or taken by his spouse; and
 - S3.21.6(a)(iii)(C) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- S3.21.6(b) The employee will not be in breach of S3.21.6(a) if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

S3.21.7 Adoption leave

- S3.21.7(a) The employee will notify SPCA at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- S3.21.7(b) Before commencing adoption leave, an employee will provide SPCA with a statutory declaration stating:
- S3.21.7(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - S3.21.7(b)(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - S3.21.7(b)(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- S3.21.7(c) SPCA may require an employee to provide confirmation from the appropriate government authority of the placement.
- S3.21.7(d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify SPCA immediately and SPCA will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- S3.21.7(e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- S3.21.7(f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and SPCA should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, SPCA may require the employee to take such leave instead.

S3.21.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or longer as agreed under S3.21.4.

S3.21.9 Transfer to a safe job

- S3.21.9(a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if SPCA deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- S3.21.9(b) If the transfer to a safe job is not practicable, the employee may elect, or SPCA may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

S3.21.10 Returning to work after a period of parental leave

- S3.21.10(a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- S3.21.10(b) Subject to S3.21.10(d), an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to S3.21.9, the employee will be entitled to return to the position they held immediately before such transfer.
- S3.21.10(c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- S3.21.10(d) A schedule 8 employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- S3.21.10(e) Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, SPCA shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

S3.21.11 Replacement employees

- S3.21.11(a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- S3.21.11(b) Before SPCA engages a replacement employee SPCA must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

S3.21.12 Communication during parental leave

- S3.21.12(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, SPCA shall take reasonable steps to:
- S3.21.12(a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - S3.21.12(a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- S3.21.12(b) The employee shall take reasonable steps to inform SPCA about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- S3.21.12(c) The employee shall also notify SPCA of changes of address or other contact details which might affect SPCA's capacity to comply with S3.21.12(a).

S3.22 PART-TIME EMPLOYMENT

- S3.22.1** An employee may be engaged in accordance with provisions for full-time employees of this agreement to work on a part-time basis involving a regular pattern of hours which shall average less than 36 hours per week.
- S3.22.1** A part-time employee must be engaged for a minimum of three consecutive hours a shift.
- S3.22.2** In order to meet his or her personal circumstances a part-time employee may request and SPCA may agree to an engagement for less than the minimum of three hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.
- S3.22.3** Before commencing part-time employment, the employee and SPCA must agree:
- S3.22.3(a)** Upon the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work;
 - S3.22.3(b)** Upon the classification applying to the work to be performed in accordance with this agreement

S3.22.4 Except as otherwise provided in this agreement a part-time employee is entitled to be paid for the hours agreed upon in accordance with S3.22.3(a) hereof.

S3.22.5 The terms of this agreement may be varied by consent.

S3.22.6 The terms of this agreement and any variation to it shall be in writing and retained by SPCA. A copy of the agreement and any variation to it shall be provided to the employee by SPCA.

S3.22.7 The terms of this agreement shall apply pro rata to part-time employees on the basis that ordinary hours for full-time employees are 36.

S3.22.8 Overtime

A part-time employee who is required by SPCA to work in excess of the hours agreed upon in accordance with S3.22.3(a) and S3.22.4 hereof, shall be paid overtime in accordance with clause S3.19 – Overtime, of this agreement.

S3.22.9 Public holidays

Where a part-time employee's normal paid hours fall on a public holiday prescribed in clause S3.24 - Public holidays, of this agreement and work is not performed by the employee, such employee shall not lose pay for the day. Where the employee works on the public holiday, such employee shall be paid in accordance with clause S3.23 of this agreement.

S3.22.10 Additional entitlements

In addition to all other entitlements part-time employees shall be entitled to leave in accordance with the provisions of the Annual leave and Sick & Carer's leave provisions of this agreement together with loading on a pro rata basis.

S3.23 PAYMENT FOR TIME WORKED ON PUBLIC HOLIDAYS

All work performed on Christmas Day and Good Friday shall be paid for at the rate of treble time, on other public holidays at the rate double time and a half and a half day in lieu. The minimum payment shall be as for four hours work at treble time and double time and one half as the case may be. Such treble time, double time and one half shall continue until the completion of the work commenced on the public holiday.

S3.24 PUBLIC HOLIDAYS

Payment for public holidays not worked for all employees excluding casuals

S3.24.1 An employee employed under this Agreement shall be entitled to the following public holidays:

- New Years Day
- Australia Day

- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queens Birthday
- Labour Day
- Melbourne Cup Day
- Christmas Day
- Boxing Day

- S3.24.2** Where Christmas Day falls on a Saturday or Sunday 27 December shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.3** Where Boxing Day falls on a Saturday or Sunday 28 December shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.4** Where New Year's Day or Australia Day falls on a Saturday or Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- S3.24.5** The parties agree that when ANZAC day falls on a weekend, the SPCA shall treat the following Monday as a public holiday for all purposes of the Agreement
- S3.24.6** Where an additional public holiday is proclaimed or gazetted by the Australian or Victorian Government such a day shall be deemed a holiday for the purpose of this agreement.
- S3.24.7** An extra public holiday shall be provided and taken on the Monday prior to Melbourne Cup day and will be known as the Metalworkers Picnic Day
- S3.24.8 Public Holidays and Monday Start Shift roster**

A 'Monday start shift roster' shall be defined, for the purposes of this agreement, as a shift roster commencing on Monday night with the majority of the shift being worked on the Tuesday; this pattern continuing until the following Sunday. The normal working week in this case shall operate for five consecutive shifts from the time of commencement.

- S3.24.8.1 Employees who have agreed to be placed on a Monday Start Shift Roster where a Public Holiday is declared on a Monday and are required to work, shall be entitled to a public Holiday on the Tuesday.
- S3.24.8.2 Employees who agreed to work a Monday start shift roster and a Public Holiday is declared on a Friday, if there is no requirement to work, the shift will revert to a Sunday start shift roster for this week only.
- S3.24.8.3 Employees who are working a Monday Start Shift Roster shall be paid in accordance with the provisions of S3.27.3 of this agreement for Saturday work

S3.24.8.4 Employees who are placed on a Monday Start Shift Roster who work the majority of their shift on a Sunday shall be entitled to the penalty rates that apply to Saturday work.

S3.24.8.5 Employees who are placed on a Monday Start Shift Roster who work the majority of their shift on a Monday shall be entitled to the penalty rates that apply to a Sunday. This subclause does not apply to that portion of the shift that carries over onto the Tuesday.

S3.24.8.6 Those employees on the Monday Start Shift Roster shall be entitled to be paid a public holiday on Good Friday.

Those employees on the Monday Start Shift Roster shall be entitled to be paid a public holiday on Christmas Day, Boxing Day, New Year's Day, Australia Day and Anzac Day.

S3.25 ROSTERED DAYS OFF (RDO'S)

S3.25.1 The ordinary hours of work shall be 38 hours per week worked as 19 working days in 20 working day cycle.

S3.25.2 Employees shall be entitled to an additional eight RDO's per year to be credited on the 1st of January each year.

S3.25.3 Substitute days

S3.25.3.1 SPCA, with the agreement of the employees concerned may substitute the day an employee is to take off in accordance S3.25.4.1 and S3.25.4.2 hereof for another day in the case of a breakdown in machinery or a failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.

S3.25.3.2 An individual employee, with the agreement of SPCA, may substitute the day the employee is to take off for another day and all requests under this clause shall be made in writing.

S3.25.4 Flexibility in relation to rostered days off

S3.25.4.1 Five (5) RDO,S may be banked during the season. The season is defined as January to April.

S3.25.4.2 Banked RDO,S shall be taken by employees during the year in which they are banked at the employees discretion by one weeks notice, subject to not unreasonably disrupting the operations of the department in which they work.

S3.25.4.3 Where agreement has been reached to bank RDO's the accrued rostered days off must be taken within twelve months of the date of on which they fall due.

S3.26 SAFETY SHOES

SPCA shall provide to each employee and replace, on an "as needs basis", a voucher for a pair of safety shoes to the appropriate Australian Standard and to the value of \$130.00

Safety shoes are required to be worn as per the OH&S policy.

S3.27 SHIFT WORK

For overtime provisions relating to shift work see clause S3.19.

S3.27.1 Definitions

For the purposes of this agreement:

"Rostered Shift" means any shift of which the employee concerned has had at least 48 hours notice.

"Afternoon Shift" means any shift finishing after 6.00pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am.

By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

S3.27.2 Afternoon and Night Shift Allowances

S3.27.2(a) An employee whilst on afternoon shift shall be paid for such shift 20 per cent more than his or her ordinary rate and whilst on night shift, 30 percent more.

S3.27.2(b) An employee who works on an afternoon or night shift which does not continue:

- (i) for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
- (ii) for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with sub clauses S3.27.2 or S3.27.3);

shall be paid for each shift 50 percent for the first three hours and 100 percent for the remaining hours, in addition to his or her ordinary rate.

S3.27.3 Rate for Working ordinary time on Saturday Shifts

The minimum rate to be paid to a shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in S3.27.2.

S3.27.4 Rate for Working ordinary time on Sunday and Public Holiday Shifts

S3.27.4(a) The rate at which continuous shift workers are to be paid for work on a rostered shift the major portion of which is performed on a Sunday or public holiday, is double time.

S3.27.4(b) The rate at which shift workers on other than continuous work are to be paid for all time worked on a Sunday or public holiday is as follows:

- (i) Sundays - at the rate of double time
- (ii) Public Holidays - at the rate of double time and a half.

S3.27.4(c) Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday shall be regarded as time worked on the Sunday or public holiday.

S3.27.4(d) Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday shall be regarded as the holiday shift.

By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift in lieu of the above.

S3.27.4(e) The extra rates in this sub clause are in substitution for and not cumulative upon the shift premiums prescribed in S3.27.2.

S3.28 SICK & CARER'S LEAVE

S3.28.1 Seasonal / Temporary and fixed term employees (other than casuals) shall be entitled to accrue an amount of paid sick & carer's leave, for each completed 4 week period of continuous service of 1/26, which equates to 76 hours (10 days) sick & carer's leave per annum for a full time employee working 38 ordinary hours per week.

Permanent full time employees shall be credited with 10 days sick and carers leave as of the 1st of January each year

S3.28.2 Sick leave is taken by an employee when they are unable to report to work due to personal illness or injury. Carer's leave is taken by an employee to provide care or support to an immediate family member or household member due to personal illness or injury; or an unexpected emergency.

S3.28.3 Unused Sick & Carer's leave in excess of 10 days as at the 31st of December each year shall be paid out by the second pay period in January of the following year.

S3.28.4 In conjunction with an employee who has been absent for 24 continuous months due to personal illness and it is established that the employee cannot return to work in the foreseeable future; SPCA will review the ongoing employment of that employee and eligibility for benefits under the relevant superannuation plan. Wherever possible SPCA will provide assistance to the employee in attaining benefits due to them under such superannuation plans.

S3.28.5 An employee who is away from work through sick & carer's leave will be paid for these absences providing they have sufficient sick & carer's leave accrued and the satisfactory documentary evidence has been produced to the company as follows:

Individuals are required to provide satisfactory evidence through a Medical Certificate issued by a registered health practitioner for all absences in the following circumstances:

- absences of three consecutive days or more
- absences exceeding three days in a fourteen day period
- absences before or after a Public Holiday
- once the current annual sick leave entitlement (i.e.10 days) is exhausted

S3.28.6 Statutory Declarations

If it is not reasonably practicable for the employee to provide a medical certificate – a statutory declaration documentary evidence in relation to a period of sick & carer's leave, with the following information declared:

In the case of sick leave,

- The name of the employee;
- That they were absent due to illness;
- The condition the cause of the absence;
- If due to a chronic condition, the medication or the circumstances of the condition itself which prevented them from attending for duty on that day; and
- The full name, address and qualification of the person before whom the declaration was made (in block letters)

In the case of carer's leave,

- The name of the employee;
- That they were absent due to providing care and support to a member of their immediate family or household; or
- That they were absent due to an unexpected emergency;
- The name of the person requiring care; or the nature of the emergency;
- The/their relationship to the employee;
- That the employee is responsible for the care and support of such person;
- The illness of the person concerned;

- The reason requiring their care and support; and
- The full name and qualification of the person before whom the declaration was made (in block letters)

S3.28.7 Applications for carer's leave will require the employee to complete the appropriate form and then forward the form and any proof that may be required of their, or their family or household member's illness or injury or personal emergency (if not forwarded previously) to their supervisor for approval. Payment of sick & carer's leave will be authorised by Shift Controller/Supervisors or Managers. Paid carer's leave may be withheld after proper consultation with the individual, if a Shift Controller/Supervisor is not satisfied with the reason for absence.

S3.28.8 It is the responsibility of an individual to advise the company through the established procedures on each site as soon as possible, if they are not attending because of sick or carer's leave. If this is not possible, during the ordinary hours of the shift notification shall be within 24 hours of the commencement of the normal shift. Individuals should advise their name, employee number, reason and expected duration of the absence and shall obtain a reference number.

S3.29 SPECIAL LEAVE

At times people need time off to attend to pressing personal or family matters or to cope with personal issues in their life, or to provide emergency assistance in times of need via voluntary organisations ie. SES and CFA etc. Each full day absent will be counted as a normal shift worked.

This leave will be agreed at the time based on each individual's personal circumstances, taking into consideration the needs of the individual and of the business. Depending on circumstances this leave can be either paid or unpaid leave.

S3.30 SUPERANNUATION

SPCA shall make SGC and additional contributions to each employee's choice of superannuation fund on a monthly basis. If an employee does not make an election of superannuation fund, the default fund shall be Australian Super.

In addition to the SGC superannuation contribution rate SPCA shall contribute the difference between the SGC rate and 11.5% of an employee's wage (as defined for calculating superannuation payment entitlements) to the elected or default fund. If the SGC rate increases beyond 11.5% the additional amount contributed by SPCA shall be nil.

NOTE: Employees shall only be able to change their choice of fund once per calendar year as per the Superannuation choice legislation

Employees may only make contributions to a single fund.

S3.31 TEAM LEADERS

- S3.31.1** A Team Leader is required to possess and utilise the competency of "coordination of processes and the activities of others".
- S3.31.2** An allowance of 6 percent of the base rate of employee concerned will be paid to team leaders
- S3.31.3** The Company reserves the right to choose the number and disposition of Team Leaders.

S3.32 TERMINATION OF EMPLOYMENT AND ABANDONMENT OF EMPLOYMENT

S3.32.1 Notice of Termination by SPCA

S3.32.1(a) In order to terminate the employment of an employee the SPCA must give to the employee the following notice:

Period of Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

S3.32.1(b) In addition to the notice in S3.32.1(a) employees over 45 years of age at the time of the giving of the notice with not less than two years service, are entitled to an additional week's notice.

S3.32.1(c) Payment in lieu of the notice prescribed in S3.32.1(a) and (b) must be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

S3.32.1(d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- S3.32.1(d)(i) the employee's ordinary hours of work (even if not standard hours); and
- S3.32.1(d)(ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- S3.32.1(d)(iii) any other amounts payable under the employee's contract of employment.

S3.32.1(e) the period of notice in this clause does not apply:

- S3.32.1(e)(i) in the case of dismissal for serious misconduct;
- S3.32.1(e)(ii) to apprentices;
- S3.32.1(e)(iii) to employees engaged for a specific period of time or for a specific task or tasks;
- S3.32.1(e)(iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- S3.32.1(e)(v) to casual employees.
- S3.32.1(e)(vi) Termination provisions for Apprentices are provided by the Victorian State Training Authority.

S3.32.1(f) For the purposes of this clause, service shall be calculated in the manner prescribed by this agreement.

S3.32.2 Notice of Termination by Employee

S3.32.2(a) The notice of termination required to be given by an employee shall be the same as that required of SPCA, except that there is no additional notice based on the age of the employee concerned.

S3.32.2(b) If an employee fails to give the notice set out in S3.32.1(a) then SPCA has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under S3.32.1(d).

S3.32.3 Summary Dismissal

SPCA has the right to dismiss any employee without notice for serious misconduct and in such cases any entitlements under this Agreement are to be paid up to the time of dismissal only.

S3.32.4 Job search entitlement

Where SPCA has given notice to an employee, the employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with .

S3.32.5 Abandonment of Employment

The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and

without notification to the employer shall be prima facie evidence that the employee has abandoned their employment.

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

Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later

S3.33 TIMEKEEPING

Work attendance hours will be as recorded daily through the use of the time clocking system. If any doubt is raised as to the accuracy of time clock attendance hours each individual case will be checked against daily time sheets and adjusted after consultation with the employee.

S3.34 TRANSFERABILITY

- S3.34.1** Subject to the terms of this clause, employees, including apprentices, may be required to work on any site within the SPCA operations in the Greater Shepparton area or at the Kyabram plant.
- S3.34.2** For the purposes of this clause, the site upon which an employee is employed at the commencement of this agreement shall be their "base site".
- S3.34.3** Before transferring employees and if possible, SPCA will seek volunteers with appropriate skills for transfer. If there are not enough volunteers for transfer SPCA may select employees for transfer but must take into account the personal circumstances of each individual chosen for transfer.
- S3.34.4** Subject to S3.34.5, employees required to commence work at another site shall be given as much notice as possible but at least 48 hours prior to commencement at the new location. Employees returning from leave will be notified at least 48 hours prior to commencement on the requirement to commence at a different site.
- S3.34.5** Emergency transfers may occur with limited notice to cope with situations such as trade waste failures and disruptions to essential services (i.e. electricity) and will occur as per custom and practice which includes consultation with employee representatives.
- S3.34.6** Employees who are transferred shall be given, in writing, notice of the amount of time they will be required to transfer away from their base site and the job they will be expected to undertake on the other site. In all cases, unless by agreement between the company and the employee, no employee

- from the Shepparton or Mooroopna sites will be required to work at the Kyabram site for more than four months in any calendar year; and

- from the Kyabram site will be required to work at the Shepparton and Mooroopna sites for more than four months (total amount across both sites) in any calendar year.

S3.34.7 Permanent transfers must be agreed between the employee concerned and the company.

S3.34.8 The company shall arrange the transport of employee tools from site to site.

S3.34.9 Employees transferring between sites shall transfer between the Shepparton/Mooroopna sites and Kyabram and return or vice versa under the following conditions: -

- Start work by clocking on at their normal start time at their base site and SPCA shall provide a company vehicle for transport to and from the new site and allow 40 minutes ordinary time each way for the transfer. Transfers back to the base site are to affected during ordinary hours
- By agreement with their manager, start work by clocking on at their normal start time at their base site and SPCA shall pay an allowance at the prevailing tax office rate for use of their own vehicle as well as allowing 40 minutes of ordinary time each way for the transfer which will be affected during ordinary hours.
- If an employee wishes they will be paid an allowance of \$45.00 per day to make their own way to and from the site they are transferring to and the employee concerned shall commence and finish work on the site they are transferring to.

S3.35 WAGES

S3.35.1 People will be paid weekly into a bank/building society(s) accounts of the individual's choice by electronic funds transfer.

S3.35.2 Salary structures for each Stream are outlined within the appropriate Schedule.

S3.35.3 Employees who have not received any pay at the appointed time shall be entitled to receive a penalty payment paid at the rate of time and a half of their ordinary time rate until payment is made into their bank account. This provision shall not apply when the reason for the non payment is found to have been caused by technical failure or by third parties such as the banks.

S3.35.4 Persons seconded for special projects shall not be disadvantaged in respect to career progression and salary.

S3.35.5 Any under payment of wages for which SPCA is responsible will be paid by EFT within the next two working days of reporting the error.

S3.35.6 In the event of overpayment SPCA shall only commence deductions from subsequent wage payments after consultation with the employee concerned

S3.35.7 SPCA agrees to provide facilities for the lawful salary sacrifice of superannuation contributions and novated lease payments for permanent employees

S3.35.8 SPCA shall provide a facility for payroll deductions to be made. This includes the company continuing to provide a facility for the payroll deduction of union fees upon receipt of authorisation from the employee. Such union membership fees will be remitted with a schedule of such contributions to the relevant union at monthly intervals.

S3. 35.9 Payment on termination

Upon termination of employment, all wages due to an employee (including a casual) shall be paid to the employee on the day of such termination or on the next ordinary working day.

S3.36 OCCUPATIONAL HEALTH AND SAFETY

S3.36.1 The parties to this agreement recognise the need for the Company and all employees to maintain the highest standards with respect to occupational health and safety. The company shall continue to maintain compliance with applicable occupational health and safety legislation, both State and Federal, as varied from time to time. Additionally, the Company will continue to review operating procedures with respect to safe operating procedures and practices in consultation with our Health and Safety Committee. Members of the Trades group will attend the Health and Safety Committee and will ensure that a Designated Workplace Representative is assigned to the designated area.

S3.36.2 The Company will continue to provide appropriate training for newly appointed health and safety representative together with regular refresher courses. Health and Safety representatives will be entitled to 5 days training per year at approved courses. The Company will meet the expenses associated with this training.

S3.37 DOMESTIC AND INTERNATIONAL TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

See Attachment 5

Schedule 4 Apprentice STREAM

S4.1(A) The terms of this Agreement will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority.

Subject to Victorian State legislation, an employer shall not employ an unapprenticed junior in a trade or occupation provided for in this clause.

S4.1(B) Operation of State Laws

Subject to the Workplace Fair Work Act 2009, if any Victorian statute or regulation relating to apprentices is in force, that statute and regulation will operate provided that the provisions of the statute or regulation are not inconsistent with this Agreement in which case the provisions of this Agreement will apply.

S4.1(C)(i) Where it is consistent with State Legislation, an apprentice may be engaged under a Training Agreement or Contract of Training approved by the relevant State Authority, provided the qualification outcome specified in the Training Agreement or Contract of Training is consistent with that established for the vocation in the training package determined from time to time by the Manufacturing Industry Skills Council (MISC) or its successors and endorsed by the relevant Training Authority or, is consistent with the qualifications established for electrical vocations within the relevant electrical/utilities Training Package endorsed by the National Training Quality Council or its successor.

(ii) Subject to subclause S4.1(A) an apprenticeship may be undertaken in any of the following trades:

(1) Engineering Tradesperson (Mechanical)

(2) Engineering Tradesperson (Fabrication)

(3) Engineering Tradesperson (Electrical/ Electronic)

(4) Higher Engineering Tradesperson and Advanced Engineering Tradesperson

(a) The classification on completion of a Higher Engineering Tradesperson apprenticeship will be as a minimum C10. Where the apprentice is offered employment at the completion of their apprenticeship and such employment is in the area of the apprenticeship training, such that they are exercising or will be required to exercise the skills and knowledge gained during their apprenticeship necessary for a C7 level of work they shall be classified at C7.

(b) The training program for each Higher Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of C7 Special Class Tradesperson, as determined from time to time by the Manufacturing Industry Skills Council (MISC), and as endorsed by the National Training Quality

Council. Each apprentice shall also complete the requirements for a trade certificate as defined in S4.1(c)(i) , as part of the training program leading to the completion of the Certificate IV in Engineering.

(c) The training program for each Advanced Engineering Tradesperson apprentice is to be consistent with the minimum training requirement for the classification of C5 Advanced Engineering Tradesperson, as determined from time to time by the, Manufacturing Industry Skills Council (MISC), and as endorsed by the National Training Quality Council. Each apprentice shall also complete the requirements for a trade certificate as defined in S4.1(c)(i) , and a Certificate IV in Engineering as part of the training program leading to the completion of the Diploma of Engineering.

S4.1(D) Apprenticeship Authority shall mean:

(i) In Victoria the State Training Board of Victoria.

S4.1(E) In order to undertake trade training in accordance with S4.1(c) a person must be a party to a contract of apprenticeship or a training agreement in accordance with the requirements of the Apprenticeship Authority or State legislation. The employer shall provide and/or provide access to, training consistent with the contract or training agreement without loss of pay.

S4.1(F) An Apprenticeship may be cancelled or suspended only in accordance with the requirements of the contract of apprenticeship or training agreement and the requirements of State legislation and the Apprenticeship Authority.

S4.1(G) The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.

S4.1(H) Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory progress shall be reimbursed all fees paid by them.

S4.1(I) Except as provided in this clause or where otherwise stated all conditions of employment specified in the Agreement shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.

S4.1(j)(i) Apprenticeships under this Agreement are competency based. The actual time taken to complete an apprenticeship will therefore vary depending upon factors such as the intensity of training and the variety of work experience.

S4.1(j)(ii) The nominal period of the apprenticeship shall be four years however this period may be varied as follows:

- To make up for lost time as set out in S4.1(m) ; and/or

- With the approval of the relevant State Apprenticeship Authority, to recognise prior learning including vocational education and training in school, pre-apprenticeship programs and other prior learning, the nominal period of the contact may be shortened to reflect the proportion of the competencies already acquired.
- It may be extended by up to 6 months in stage 3 and 12 months in stage 4 in the advanced engineering tradesperson apprenticeship where required to complete the competencies.

S4.1(j)(iii)

Notwithstanding the nominal period, the apprenticeship shall be completed in a shorter period when:

- the qualification specified in the Training Agreement is successfully completed; and
- the apprentice has the necessary practical experience to achieve competency in the skills covered by the Training Agreement. The determination as to whether this condition has been met shall be by agreement between the Registered Training Organisation, the employer and the apprentice. Where there is a disagreement concerning this matter the matter may be referred to the relevant State/Territory Apprenticeship Authority for determination; and
- the requirements of the relevant State Apprenticeship Authority and any requirements of the Manufacturing Industry Skills Council in respect to demonstration of competency and any minimum necessary work experience requirements are met; and
- In respect to trades where there are additional licensing or regulatory requirements under State legislation, when these requirements are met.

S4.1(K) No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in emergency, work or be required to work overtime or shift work at times which would prevent their attendance in training consistent with the contract or training agreement.

S4.1(L) No apprentice shall work under a system of payment by results.

S4.1(M) Lost Time

Apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to annual leave or long service leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours

shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

S4.1(N) Transition Provisions

Any person engaged as an apprentice at the date this Agreement commenced operation shall be deemed to be an apprentice for all purposes of this Agreement until the completion or cancellation of their apprenticeship contract.

S4.2 APPRENTICE STREAM WAGE RATES

The following provisions shall apply in relation to apprentice wage rates:

S4.2.1 The wage rate for apprentices shall be established by applying the following percentages to the C10 base trade wage rate detailed in Schedule 3 of this collective agreement

Non Adult Apprentices	Percentage to be applied to the appropriate C10 rate	Adult Apprentices	Percentage to be applied to the appropriate C10 rate
1 st Year	42%	1 st Year	72%
2 nd Year	55%	2 nd Year	78%
3 rd Year	75%	3 rd Year	82%
4 th year	88%	4 th year	88%

S4.2.2 Notwithstanding the terms of sub clause S4.2.1, if an adult apprentice worked for SPCA immediately prior to commencing his/her apprenticeship, they shall receive either a wage rate associated with their pre apprenticeship classification/position (including general wage increases as they apply) or the adult apprenticeship wage in sub clause S4.2.1, whichever is the higher.

S4.3 EMPLOYMENT OF APPRENTICES

“The company is committed to the in-house employment of mechanical and electrical trades apprentices to assist with meeting future requirements for skilled tradespersons. The precise arrangements for taking on and training such apprentices will be regularly considered and reviewed at the Site Operations and Logistics Council.”

SCHEDULE 5 Seasonal / Temporary Employment Stream/Specific task or Period of time modes of employment

- S5.1** Permanent full-time in-house company employment will be the normal basis to meet metal trades, electrical trades and boiler operation manning requirements on the Company's sites.
- S5.2** Without compromising the terms of sub-clause S5.1, supplementary metal and electrical trades labour can be required on the Company's sites. An employee may be engaged on a Seasonal or Temporary basis to provide this supplementary labour.
- S5.3** An employee employed under the provisions of this stream may be engaged on a full time or part time basis for a specific period of time or for specific task/s or on a seasonal basis.
- S5.4** The maximum period for continuous engagement as a Seasonal/temporary employee will normally be 9 months.
- S5.5** Employees employed on a temporary or seasonal basis shall have the details of the specific period of time or specific task/s shall be set out in writing prior to the employee commencing work. SPCA shall provide a copy to the employee.
- S5.6** Employees employed on a Seasonal basis shall have their term of employment determined as per the length of the "season" as defined at S5.7.
- S5.7** "Season" means the period from which a seasonally grown items are made available to SPCA to the end of such items being available to SPCA and shall include a lead period where required by SPCA for the purpose of training of employees and the winding down of the production processes involved in the production of seasonally grown items.
- S5.8** In the event of an extension in the period of engagement, provided that the requirements of S5.4 and S5.15 are satisfied, work shall be offered in a minimum of one week blocks. That is, after the expiry of the contract a seasonal or temporary employee shall be given at least one week notice.
- S5.9** Service under a contract of employment under the terms of this stream shall form part of an employee's period of continuous service, where such employee is engaged as a full-time or part-time employee immediately following such contract of employment.
- S5.10** All employees employed pursuant to this stream shall be subject to a probationary period of 14 days
- S5.11** Such employees shall be employed for a minimum period of eight weeks.
- S5.12** Seasonal/temporary employees will accrue and have access to leave on the same basis as permanent employees. Accrued entitlements, will be paid out on the termination of employment, including unused sick leave.

S5.13 The classification wage rates as found in S5.14 will be the minimum wage rates that apply to seasonal/temporary employees. Seasonal/temporary employees will be entitled to achieve reclassification in accordance with the classification provisions of this Collective Agreement. Based on the site tradesperson skill profiles, the C9 classification is the lowest classification level that will apply to mechanical tradespersons and the C7 classification is the lowest classification level that will apply to electrical tradespersons.

S5.14 PAY SCALES

Weekly Pay Scale				
Seasonal Fitters				
Classification	1-Nov-10	1-Nov-11	1-Nov-12	1-Jul-13
C5	\$1,392.56	\$1,462.19	\$1,542.61	\$1,600.46
C6	\$1,339.01	\$1,405.96	\$1,483.29	\$1,538.91
C7	\$1,231.88	\$1,293.48	\$1,364.62	\$1,415.79
C8	\$1,178.33	\$1,237.25	\$1,305.29	\$1,354.24
C9	\$1,124.77	\$1,181.00	\$1,245.96	\$1,292.68
C10	\$1,071.20	\$1,124.76	\$1,186.62	\$1,231.12
C11	\$989.79	\$1,039.28	\$1,096.43	\$1,137.55
C12	\$936.23	\$983.04	\$1,037.11	\$1,076.00
C13	\$878.39	\$922.31	\$973.04	\$1,009.53
Seasonal Electrical Employees				
C5	\$1,425.20	\$1,496.46	\$1,578.76	\$1,637.96
C6	\$1,370.40	\$1,438.92	\$1,518.06	\$1,574.98
C7	\$1,260.75	\$1,323.79	\$1,396.60	\$1,448.97

S5.15 SEASONAL/TEMPORARY EMPLOYMENT TO PERMANENT EMPLOYMENT

S5.15(a) An employee employed pursuant to this clause and who is:

S5.15.1 a temporary employee, may make a request pursuant to this clause one month prior to the conclusion of their contract if their contract is for nine months or more of continuous employment/work on SPCA sites.

S5.15.2 a fixed term employee, may make a request pursuant to this clause one month prior to the conclusion of their contract if their contract is for nine months or more of continuous employment/work on SPCA sites.

S5.15.3 a seasonal employee, may make a request pursuant to this clause after nine months continuous employment/work on SPCA sites.

S5.15(b) SPCA shall give such an employee notice in writing of the provisions of this clause within four weeks of the employee having attained eight months

continuous employment/work on SPCA sites or if the employee's contract is for more than nine months continuous work on SPCA sites, the notice shall be within four weeks of the end of the contract.

The employee retains his or her right of election under this clause if SPCA fails to comply with this paragraph.

- S5.15(c)** Any such employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a permanent employment contract (full-time employment or a part-time employment as applicable) will be deemed to have elected against any such conversion.
- S5.15(d)** Any employee who has a right to elect under clause S5.15(a), upon receiving notice under clause S5.15(b) or after the expiry of the time for giving such notice, may give four weeks notice in writing to SPCA that he or she seeks to elect to convert his or her contract of employment to a permanent employment contract (full-time or part-time employment as applicable), and within four weeks of receiving such notice SPCA shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.
- S5.15(e)** Once an employee has elected to become and been converted to a permanent employee, the employee may only revert to seasonal/temporary employment or casual employment by written agreement with SPCA.
- S5.15(f)** If an employee has elected to have his or her contract of employment converted to permanent employment in accordance with clause S5.15(d), SPCA and employee in accordance with this subparagraph, and subject to clause S5.15(d), shall discuss and agree upon:
- (i) which form of permanent employment the employee will convert to, that is, full-time or part-time; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked.

Provided that an employee who has worked on a full-time basis throughout the period of employment under this stream has the right to elect to convert his or her contract of employment to permanent full-time employment and an employee who has worked on a part-time basis during the period of employment under this stream has the right to elect to convert his or her contract of employment to permanent part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between SPCA and employee.

Following such agreement being reached, the employee shall convert to permanent full-time or part-time employment.

Where, in accordance with clause S5.15(d) SPCA refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

S5.15(g) An employee must not be engaged and re-engaged to avoid any obligation under this Stream.

S5.16 All matters relating to the operation of this clause shall be referred to the Site Council

Schedule 6 Casual Employment Stream

CASUAL EMPLOYMENT

- S6.1(a)** A casual employee is to be one engaged and paid as such. A casual employee for working ordinary time shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate wage prescribed by this agreement (including the various streams) for the work being performed plus a casual loading of 25 per cent. The loading constitutes part of the casual employee's all purpose rate.
- S6.1(b)(i)** A casual employee, other than an irregular casual employee as defined in clause S6.1(f), who has been engaged by a particular employer for a sequence of periods of employment under this agreement during a period of six months shall thereafter have the right to elect to have his or her contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- S6.1(b)(ii)** SPCA shall give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months.
- The employee retains his or her right of election under this clause if the employer fails to comply with this paragraph.
- S6.1(b)(iii)** Any such casual employee who does not within four weeks of receiving written notice elect to convert his or her contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- S6.1(b)(iv)** Any casual employee who has a right to elect under clause S6.1(b)(i), upon receiving notice under clause S6.1(b)(ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to SPCA that he or she seeks to elect to convert his or her contract of employment to full-time or part-time employment, and within four weeks of receiving such notice SPCA shall consent to or refuse the election but shall not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment shall be dealt with as far as practicable with expedition through the grievance settlement procedure (see S2.3 of this agreement).
- S6.1(b)(v)** Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

S6.1(b)(vi)

If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with clause S6.1(b)(iv), SPCA and employee in accordance with this subparagraph, and subject to clause S6.1(b)(iv), shall discuss and agree upon:

- (1) which form of employment the employee will convert to, that is, full-time or part-time; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause S3.22 of this agreement.

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee shall convert to full-time or part-time employment.

Where, in accordance with clause S6.1(b)(iv) SPCA refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment shall be dealt with as far as practicable with expedition through the dispute settlement procedure.

S6.1(b)(vii)

By agreement between SPCA and the majority of the employees in the relevant workplace, or section of it, or with the casual employee concerned, SPCA may apply clause S6.1(b)(i) as if the reference to six months is a reference to 12 months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement shall be recorded in the time and wages records. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause S6.1(b)(i).

- S6.1(c)(i)** SPCA when engaging a person for casual employment must inform the employee then and there that the employee is to be employed as a casual, stating by whom the employee is employed, the job to be performed and the classification level, the actual or likely number of hours required, and the relevant rate of pay.
- S6.1(c)(ii)** SPCA shall give to a casual employee who has been engaged for one or more periods of employment extending over three or more weeks in any calendar month, and whose employment is or is likely to be ongoing, a note in writing signed by or on behalf of SPCA stating:
- (1) the job to be performed and the classification level on which the employee has been or is likely to be engaged;
 - (2) as far as practicable, the terms of the current engagement, including the likely number and likely pattern of hours required to be worked, the casual rate or other loading applied and the base rate of pay on which the loading is applied;
 - (3) the contingency on which the engagement expires, or the notice, if any, that will be given to terminate any ongoing employment;
- S6.1(c)(iii)** It shall be sufficient compliance with clause S6.1(c)(ii) if SPCA gives such a note in writing upon or following the first occasion on which the casual employee has been so engaged for a period or periods extending over three or more weeks in any calendar month.
- S6.1(d)(i)** On each occasion a casual employee is required to attend work the employee is entitled to payment for a minimum of four hours work.
- S6.1(d)(ii)** In order to meet his or her personal circumstances a casual employee may request and the employer may agree to an engagement for less than the minimum of four hours. Any dispute about a refusal to such a request is to be dealt with as far as practicable with expedition through the dispute settlement procedure.
- S6.1(e)** An employee must not be engaged and re-engaged to avoid any obligation under this agreement.
- S6.1(f)(i)** An “irregular casual employee” is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.
- S6.1(f)(ii)** The provisions of clause S6.1(b) do not apply to irregular casual employees.
- S6.1(g)** Caring responsibilities
- S6.1 (g)i(i)** On production of satisfactory evidence (if required by SPCA) of the death sickness or injury in Australia or overseas of either a member of the employees immediate family or household, employees are entitled to 48 hours compassionate leave:-
- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

- upon the death in Australia of an immediate family or household member.

S6.1(g)(ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

S6.1(g)(iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.



S6.1(h) The minimum engagement for casuals for each day of work shall be 7.6 hours

S6.1(i) Casuals will be given at least two days notice of employment termination except when engaged to cover training.

Schedule 7 Refrigeration Stream

S7.1 SEASONAL ROSTER ARRANGEMENTS

The indicative rostering arrangements for people employed in this stream during the season shall be as follows :-

		January																																
Person 1																														D			 FLOOR DUTY  OIL PURGE DRUMS	
Person 2																																N		
Person 3																																		
Person 4																																		
		February																																
Person 1		D																																
Person 2			N																															
Person 3																																		
Person 4																																		
		March																																
Person 1		D																																
Person 2			N																															
Person 3																																		
Person 4																																		
		April																																
Person 1																																		
Person 2																																		
Person 3																																		
Person 4																																		

S7.2 PAY ARRANGEMENTS DURING SEASON

Ordinary Seasonal Roster Payments

- S7.2.1** For each individual employee in this stream and for the period of time that the annualised rate of pay continues under the terms of this agreement the hours worked under the rostering arrangements at S7.1 hereof shall be tallied and 25 percent of the hours worked shall be discounted against the overtime hours under the annualised pay arrangements.
- S7.2.2** Once the annualised rates of pay arrangement expires under the terms of this agreement, for each individual employee in this stream, the hours under the roster arrangement at S7.1 hereof shall be tallied and 25 percent of hours shall be paid at the ordinary time rate multiplied by 1.67 in lieu of all overtime and disability arising from Saturday and Sunday and public holiday work.
- S7.2.3** The provisions of S7.2.1 and S7.2.2 shall be calculated and paid on a monthly basis during the season.

ADDITIONAL HOURS IN ANY MONTH

- S7.2.4** If an employee is required to work any hours in any month during the season that are additional to the rostered hours, those hours shall be considered to be overtime hours

S7.3 TEAM LEADER ARRANGEMENTS

- S7.3.1** Employees apart from the supervisor of this stream, shall receive the team leader allowance found at S3.34 of this agreement whilst working on shift alone during the season
- S7.3.2** Each employee apart from the supervisor of this stream, during the off season, shall receive the equivalent of the team leader allowance found at S3.34 of this agreement (based on their current rate of pay) divided by the number of employees.

S7.4 SHIFT LOADING

In recognition of the flexible shift arrangement worked in this stream a shift loading of 16.7% shall be paid on all time worked during the season

S7.5 ROSTER CHANGES

Seven days notice shall be given by SPCA in respect of shift changes

S7.6 OVERTIME

All overtime worked in this stream shall be paid at double time.

S7.7 PAYMENT OF WAGES

Until the 1st of January 2010 employees employed pursuant to the conditions of this stream shall continue to be paid on a monthly basis. From the 1st of January 2010 such employees shall be paid on a weekly basis.

S7.8 PUBLIC HOLIDAYS

Whilst the indicative roster applies, employees rostered off on a public holiday shall be entitled to one day off in lieu of the public holiday.

Schedule 8 Boilerhouse Stream

The terms of this schedule apply to Boilerhouse operations and employees on the Shepparton and Mooroopna sites.

S8.1 ROSTER ARRANGEMENTS

S8.1.1 Subject to the terms contained in this Schedule, Boilerhouse employees will as required work either of the two shift rosters detailed below to provide steam for the company's operations.

S8.1.2 When steam is required 24 hours a day, and for more than five days a week (Monday to Friday) then the seven days a week shift roster as detailed below with four employee positions will apply:

	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Month	29	30	1	2	3	4	5	6	7	8	9	10	11	12
P1	N	N	N						D	D	D	D	D	D
P2	D		A	A	A	A	A	A	A		N	N	N	N
P3		D	D	D	D	D	D	D		A	A	A	A	A
P4	A	A		N	N	N	N	N	N	N				
	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Month	13	14	15	16	17	18	19	20	21	22	23	24	25	26
P1	D		A	A	A	A	A	A	A		N	N	N	N
P2	N	N	N						D	D	D	D	D	D
P3	A	A		N	N	N	N	N	N	N				
P4		D	D	D	D	D	D	D		A	A	A	A	A

(One rotation is indicative of four weeks)

S8.1.2.1 While this roster is in place the days where work is not rostered are considered to be weekends and Saturday and Sunday work, where rostered, is considered to be ordinary hours of work .

S8.1.2.2 Changes may be made to this roster to meet operational requirements. Under no circumstances, will any change involve individual employees being rostered to work more than the hours contained for an individual employee in the above roster. Any change will require the agreement of the employees concerned. Employees will not unreasonably withhold such agreement.

S8.1.3 When steam is required for no more than 24 hours a day over a five day week (Monday to Friday) the following rostering arrangements and roster with four employee positions will apply.

5 Day Roster - Boiler House

	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
Month	14	15	16	17	18	21	22	23	24	25
P1	D	D	D	D	D	A	A	A	A	A
P2	A	A	A	A	A	N	N	N	N	N
P3	N	N	N	N	N	D	D	D	D	D
P4	D	D	D	D	D	D	D	D	D	D
	Mon	Tue	Wed	Thu	Fri	Mon	Tue	Wed	Thu	Fri
Month	28	29	30	1	2	5	6	7	8	9
P1	N	N	N	N	N	D	D	D	D	D
P2	D	D	D	D	D	D	D	D	D	D
P3	D	D	D	D	D	A	A	A	A	A
P4	A	A	A	A	A	N	N	N	N	N

(One rotation is indicative of four weeks)

S8.1.3.1 Changes may be made to this roster to meet operational requirements. Under no circumstances, will any change involve individual employees being rostered to work more than the hours contained for an individual employee in the above roster. Any change will require the agreement of the employees concerned. Employees will not unreasonably withhold such agreement.

S8.1.4 Seven days notice shall be given by SPCA in respect of changes between the rosters contained in S8.1.2 and S8.1.3 and all changes shall be arrived at by following the processes detailed in this agreement.

S8.1.5 The precise arrangements for implementing the rosters contained in S8.1.2 and S8.1.3 shall be jointly agreed by the company and the employees concerned with the involvement of the unions.

S8.2 PAY SCALES & RATES

S8.2.1 The annual pay rates detailed below will apply to non-trade boiler attendant employees. These annual pay rates are based on the roster detailed in S8.1.2 applying for the full 12 months in the year. Based on the commitment contained in this Schedule to work the hours required to provide steam, the pay rates detailed below will apply regardless of the actual roster arrangements that are in place.

Boiler House Rates	1 Nov-10	1 Nov-11	1 Nov-12	1 Jul-13
Boiler House Attendant	\$84,546.83	\$87,083.24	\$89,695.73	\$91,265.41

S8.2.2 There is an average four hours overtime a week (excluding shift handover overtime) built into the seven day shift roster referred to in point S8.1.2. If this seven day shift roster does not continue for the full twelve months in the year employees may work overtime while working other shift rostering arrangements and such overtime will be considered to be part of the salaried wage that the employees receive under point S8.2.1. This working of such overtime while other shift rostering arrangements are in place is subject to the following:

- That such overtime will be worked when required for the provision of steam and not just for the sake of working the hours.
- That no more overtime is to be worked than would have been worked had the seven day shift roster detailed in point S8.1.2 operated for the full 12 months.
- The work to be undertaken during such overtime will involve work that is consistent with the role and classification of the employee under the Boiler house stream.
- That the working of such overtime will be worked equitably by Boiler house stream employees, that the work will be properly rostered and employees will be given reasonable notice of any such overtime.
- Any overtime worked outside the terms provided in this point will be paid at overtime rates in addition to the salary provided in the Collective Agreement. The overtime will be paid as per the penalty provisions in this Schedule of the Collective Agreement and at the applicable boiler house stream rate.

S8.2.3 If boiler house stream employees are working outside of the boiler house (eg: appropriate refrigeration work) they will not be disadvantaged in terms of wages and conditions.

S8.2.4 When trade employees are working in the boiler house they will not be disadvantaged in terms of wages and employment conditions.

S8.3 OVERTIME ARRANGEMENTS

All overtime paid in this stream shall be at double time

S8.4 ANNUAL LEAVE

Employees will accrue five weeks of annual leave per year.

S8.5 TEAM LEADER ARRANGEMENTS

8.5.1 Employees apart from the supervisor of this stream, shall receive the team leader allowance found at S3.34 of this agreement whilst working on shift alone.

S8.6 PAYMENT OF WAGES

Employees shall be paid on a weekly basis. Employees working on the seven day roster in clause, S8.1.2 will have their wages averaged out over the month to produce a consistent weekly wage.

S8.7 PAYMENT FOR WORK ON PUBLIC HOLIDAYS

8.7.1 Employees in this stream required to work on public holidays as defined by this agreement, shall be paid at the rate of time and a half and shall also accrue a day off in lieu.

8.7.2 Employees rostered off on a public holiday shall be entitled to one day off in lieu of the public holiday.

Schedule 9 Kyabram Site Boiler Start Arrangements

- S9.1** The terms of this Schedule apply to hours of work arrangements on the Kyabram site for mechanical tradespersons engaged in starting the site boiler.
- S9.2** A rotating roster will be established of four interested mechanical tradespersons who are prepared to commence work early to start the boiler.
- S9.3** Unless the company and the employees concerned agree otherwise, the starting times will be:
- Monday – 3:30am
 - Tuesday to Friday – 4:00am
- S9.4** The eight hour ordinary time working day for these employees will commence at the times designated in point S9.3 and will conclude at 11:30am on Monday and 12 noon on Tuesday through to Friday (inclusive).
- S9.5** All ordinary working time worked prior to 6:00am will be paid at time and a half penalty rate and all ordinary time worked after 6:00am and up to 11:30am on Monday and 12 noon on Tuesday through to Friday (inclusive) will be paid at normal ordinary time wage rates.
- S9.6** Any overtime worked after 11:30am on Monday and after 12 noon on Tuesday through to Friday (inclusive) will be paid at the applicable overtime penalty rates contained in this Agreement.

Schedule 10 ANNUALISED SALARY STREAM

The purpose of this stream is to formalise arrangements in respect of annualised salaries and to detail the phasing out of the annualised salary

1. The employees who have been employed under the terms of this stream shall continue to be entitled to the provisions of this stream until they resign, are dismissed or elect to change their arrangements.
2. If an employee chooses to change their pay arrangements out of this annualised stream, and such a change takes place the employee concerned shall not be able to elect to return to the arrangements detailed in this schedule
3. No person shall be engaged under the terms of this schedule excepting those mentioned above at point 1 of this schedule
4. The nominal hours per week worked by an employee under the terms of this schedule shall be 38 and this equates to 1976 hours per annum
5. The hourly rate of pay shall be based upon the sum of the nominal hours and the additional hours divided into the rate of pay appropriate for each employee, see Table 2
6. For the duration of this agreement employees employed pursuant to this schedule shall be paid as per Table 2
7. For all hours worked above 1976 hours as the 1st of January 2010 are to be paid as per the overtime provisions in schedule 3 of this agreement.

Table 2 Grandfathered annualised rate of pay

WEEKLY PAY SCALE				
Classification	1-Nov-10	1-Nov-11	1-Nov-12	1-Jul-13
Annualised Fitters				
Level 1 Supervisor (C7)	\$1,721.94	\$1,773.60	\$1,826.81	\$1,858.78
Level 1 Supervisor (C8)	\$1,646.94	\$1,696.35	\$1,747.24	\$1,777.81
C6	\$1,534.04	\$1,580.06	\$1,627.47	\$1,655.95
C7	\$1,411.38	\$1,453.72	\$1,497.34	\$1,523.54
C8	\$1,350.05	\$1,390.55	\$1,432.27	\$1,457.33
C9	\$1,309.43	\$1,348.71	\$1,389.17	\$1,413.48
C10	\$1,227.39	\$1,264.21	\$1,302.14	\$1,324.93
C11	\$1,134.11	\$1,167.94	\$1,203.18	\$1,224.24
C12	\$1,072.70	\$1,104.88	\$1,138.02	\$1,157.94
C13	\$1,006.29	\$1,036.48	\$1,067.57	\$1,086.25
Electrical Employees				
C5	\$1,632.88	\$1,681.86	\$1,732.32	\$1,762.63
C6	\$1,569.98	\$1,617.08	\$1,665.59	\$1,694.74
C7	\$1,444.20	\$1,487.52	\$1,532.15	\$1,558.96

9. Appropriate shift penalties and allowances are to be paid on all shifts
10. Long Service Leave and Sick Leave will not reduce the additional hours minimum requirement unless they extend for two weeks or more. If an employee utilises their Long Service Leave or are Sick for a period of greater than two weeks, or are on light duties as a result of a Workcover claim that precludes the working of overtime for a period of greater than two weeks, the requirement to work additional hours will be reduced on a pro-rata basis.
11. 17.5% annual leave loading is to be paid to employees in this stream.

Schedule 11 ELECTRICAL STREAM

S11.1 ELECTRICAL STREAM

The electrical department is made up of two departments, Electrical and Technical.

S11.2 SHIFT ROSTERS

Shift Rosters shall be arrived at by following the processes set out in this agreement (S3.14.3 and S3.14.4).

S11.3 TEAM LEADER ARRANGEMENTS

S11.3.1 Employees apart from the supervisor of this stream shall receive the team leader allowance found at S3.34 of this agreement whilst working on shift alone.

S11.3.2 When the shift teams expand during the season, a team leader position will be advertised internally and selected after consultation.

S11.4 SHIFT AND CALL IN COVER

SPCA shall consult with employees in this stream in regard to what shift or call in cover is required when operating plant outside of normal operations.

ATTACHMENT 1 - Long Service Leave

1. RIGHT TO LONG SERVICE LEAVE

An employee shall be entitled to long service leave with pay in respect of service with SPCA as provided in this agreement.

2. LONG SERVICE

2.1 Service entitling to leave

For the purposes of this agreement the service of an employee with SPCA means the period during which the employee has served SPCA under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or determination, if the interruption or determination:

- 2.1.1 has been made by SPCA with the intention of avoiding any obligation imposed on him/her by this agreement; or
- 2.1.2 has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty with the SPCA in accordance with the terms of settlement of the said dispute; or
- 2.1.3 has been made by SPCA by reason of slackness of trade, if the employee is re-employed by the SPCA within six months of such interruption or determination; or
- 2.1.4 has been made by SPCA for any reason other than those referred to in 2.1.1, 2.1.2 and 2.1.3, if the employee is re-employed by the SPCA within two months of such interruption or determination.

Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in 2.1.1, be taken into account in calculating the period of service.

- 2.2 Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia shall be deemed to be service with SPCA by whom the employee concerned was last employed before he/she commenced to serve as such member.
- 2.3 Service with SPCA before the commencement of this agreement, subject to the provisions of 9.4, as well as service with SPCA after such commencement shall be taken into account for the purposes of this agreement.

Service with related companies

Where, over a continuous period, an employee has been employed by two or more companies each of which is a related company within the meaning of that term as defined by section 6 of the Victorian Companies Act 1961 and the Corporations Act Commonwealth 2001 the employee is entitled to long service leave as if he/she had, during the whole of the period of service, been employed by the company by which he/she is employed at the date at which his/her long service leave entitlement accrues. Provided that an employee shall not be entitled to leave or payment in lieu thereof more than once in respect of any period of service.

3. AMOUNT OF LEAVE

- 3.1** The long service leave to which an employee is entitled shall be that prescribed by this clause.
- 3.2** Subject to 3.4, the amount of long service leave to which an employee shall be entitled shall be:
- 3.2.1** In the case of a part time employee who has completed the length of required service in 3.2.2 hereof an amount found in 3.2.2 hereof pro rated by the hours actually worked during that period of service
- 3.2.2** In the case of an employee who has completed at least seven years service with SPCA:
- 3.2.2(a) in respect of service prior to 1 July 2001, 0.866 weeks per year of completed service; and
- 3.2.2(b) in respect of service on or after the first full pay period after 1 July 2001, 1.3 weeks per year of completed service
- 3.2.2(c) on the termination of the employee's employment or his/her death, in respect of the number of years service with SPCA completed since he/she last became entitled to an amount of long service leave, a proportionate amount.
- 3.2.3** In the case of an employee who has completed at least seven years service with SPCA and whose employment is terminated:
- 3.2.3(a) by SPCA for any cause (see clause S2.8 regarding redundancy), other than serious and wilful misconduct; or
- 3.2.3(b) by the resignation of the employee; or
- 3.2.3(c) by the death of the employee,
- a proportionate amount on the basis of clause 3.2 of this appendix.
- 3.3** Such leave shall be granted and taken and, except as by this agreement permitted, payment in lieu thereof shall not be made or accepted.
- 3.4** In the case of an employee whose service with SPCA began before 1st December 1964, and whose service would entitle him/her to long service leave under this agreement, the amount of long service leave to which such employee shall be entitled shall be entitled to an amount calculated on the basis of thirteen weeks for fifteen years' service in respect of the period of his/her service from the 1st of December 1964.

4. PAYMENT FOR PERIOD OF LEAVE

- 4.1** Subject to the provisions of 4.3, the rate of payment to which an employee on leave shall be entitled shall be in the case of a full-time worker his/her actual rate of pay. The actual rate of pay is the total amount an employee would receive if he/she were performing his/her ordinary hours of work and shall not include overtime, penalty rates, disability allowance, shift allowances, special

rates, fares and travelling time allowances and any other extraneous payments of a like nature. In cases where the actual rate of pay varies from week to week as a result of a system of payment by results or other piece work or bonus systems the rate of payment shall be calculated by averaging the actual rates of pay, as defined above for each week over the previous three monthly period.

4.2 Payment shall be made in one of the following ways:

4.2.1 in advance for the whole of the period when the employee commences the period of leave, at the rate calculated in accordance with 4.1; or

4.2.2 at the same time as payment would have been made if the employee had remained on duty, in which case payment shall, if the employee in writing so requires, be made by cheque posted to an address specified by him/her; or

4.2.3 in any other way agreed between SPCA and the employee.

4.3 If during the period of leave any agreement variation occurs which, had the employee been at work would have resulted in a change in his/her actual rate of pay (as defined in 10.1) the rate of payment to which an employee on leave shall be entitled shall be, as from the date upon which such change would have been operative such changed rate. If payment has been made in advance to any employee in respect of long service leave SPCA shall, upon the employee's return to duty, adjust such advance payment to accord with such changed rate of pay to the extent of which the changed rate is applicable.

4.4 Employees who were employed by SPCA prior to 31 October 2010 shall be entitled to receive 17.5% loading on leave taken under the provisions of this attachment. No new employee shall be entitled to this loading.

5. TAKING LEAVE

5.1 Time of taking leave

5.1.1 When an employee becomes entitled pursuant to this agreement to long service leave such leave shall be granted by SPCA as soon as practicable having regard to the needs of his/her establishment, or subject to 5.1.3 at such time or times as may be agreed between SPCA and the employee.

5.1.2 Subject to the provisions of 3.2 of this attachment SPCA shall not be required to grant an employee leave to which he/she has become entitled pursuant to this agreement until the employee has served the Company for seven years in respect of his/her first period of entitlement and has accrued 13 weeks in respect of any subsequent period of entitlement.

5.1.3 Notice to take leave
Except where an employee agrees otherwise SPCA shall give an employee at least 28 days notice of the date from which his/her leave is to be taken.

5.1.4 Broken leave

Leave shall be granted and taken in one continuous period; or if SPCA and the employee so agree, in not more than three separate periods in respect of the first thirteen weeks entitlement, and in not more than two separate periods in respect of any subsequent period of entitlement.

5.1.5 Holidays and annual leave

The long service leave prescribed by this agreement is exclusive of annual leave but is inclusive of all other holidays occurring during the taking of any period of long service leave.

5.2.1 Payment on termination for leave not taken

Where the employment of an employee is terminated otherwise than by his/her death and any long service leave:

5.2.1(a) to which the employee was entitled has not been taken; or

5.2.1(b) accrues to the employee upon such termination SPCA shall forthwith pay to the employee in full the amount in respect of such leave calculated as at the date of termination in the manner set out 4.1, less any amount already paid to the employee in respect of that leave.

5.2.2 Where an employee dies and any long service leave:

5.2.2(a) to which the employee was entitled has not been taken; or

5.2.2(b) accrues upon termination of the employment by reason of his/her death;

SPCA shall upon request by the employee's personal representative pay to the employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the employee in the manner set out in 4.1, less any amount already paid to the employee in respect of that leave.

6. GRANTING LEAVE IN ADVANCE

6.1 SPCA may by agreement with an employee allow long service leave to such employee before the right thereto has accrued due, but where leave is so taken the employee shall not become entitled to any further leave under this agreement or to payment in lieu thereof for the period in respect of which such leave was taken before it accrued due.

6.2 Where leave has been granted to an employee pursuant to 6.1, before the right thereto has accrued due and the employment is subsequently terminated SPCA may deduct from whatever remuneration is payable upon the termination of the employment such amount as represents payment for any period for which the employee has been granted leave to which he/she was not entitled at the date of termination of his/her employment .

ATTACHMENT 2 - Definitions

For the purposes of this agreement unless a contrary intention appears:

- 1 **“Adult Apprentice”** means a person of 21 years of age or over at the time of entering into an indenture or contract of training as provided for in the agreement

- 2 **“Confined Space”** means a compartment, space or place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes the following spaces: -

inside boilers, steam drums, mud drums, furnaces, flues, combustion chambers, receivers, tanks, super heaters or economisers.

- 3 **“Engineering Streams”** are the three broad engineering streams recognised within the classification definitions set out in Schedule D, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:
 - 3(a) **“Electrical/electronic stream”** includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.

 - 3(b) **“Mechanical stream”** includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, eg, Computer Numeric Controlled machine tools.

 - 3(c) **“Fabrication stream”** includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

- 4 **“Vocational Fields”** are the five vocational fields recognised within the classification structure of this Agreement, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional. The fields are defined as:
 - 4(a) **“Trade”** includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades (as defined).

 - 4(b) **“Technical Field”** includes:

- (i) Production planning, including scheduling, work study, and estimating materials, handling systems and like work.
 - (ii) Technical including inspection, quality control, supplier evaluation, laboratory, non- destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work.
 - (iii) Design and drafting and like work.
- 4(c) **"Engineering/Production Field"** includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.
- 4(d) **"Supervisor/Trainer/Coordinator Field"** includes employees who are:
 - (i) Responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or
 - (ii) Responsible for supervision and/or training of other supervisors or trainers; or
 - (iii) Responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- 4(e) **"Professional Field"** includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science.

ATTACHMENT 3 - Classification Definitions

In accordance with clause SS2.10 of this Agreement, the terms of this section are applicable to all employees covered by this Agreement.

Phasing in of wage rates of employees without relevant work experience

1. An employee who possesses the appropriate level of academic qualifications and who otherwise meets the requirements of the relevant classification definition but who is without prior experience in the metal and engineering industry or other relevant work experience shall be paid in accordance with the following formula:

Qualification	Years of relevant experience	% of relevant work Rate of Pay
Advanced Certificate or National Diploma	0	77% of C5 Rate
	1	85% of C5 Rate
	2	96% of C5 Rate
	3	100% of C5 Rate
Associate Diploma or National Advanced Diploma	0	72% of C3 Rate
	1	79% of C3 Rate
	2	89% of C3 Rate
	3	93% of C3 Rate
	4	100% of C3 Rate

For the purposes of the agreement, any entitlement to wages expressed to be by the week shall mean any entitlement which an employee would receive for performing the required full-time hours of work.

An employee commencing work in technical fields who is without the appropriate qualification for C10 classifications or above (or who is undertaking training in the qualifications prescribed) and who has not met the equivalent standard in accordance with the Award and who otherwise meets the requirements of the relevant classification definition shall be paid in Accordance with the following formula:

Years of relevant work experience	Percentage of C9 rate of pay
0	83%
1	88%
2	95%
3	100%

Classification definitions and skill based career paths

2. The definitions of the classifications for each of the wage levels referred to in this agreement are set out at clause 9.2.

Procedure for classifying employees

3. The procedures for reclassifying employees under this agreement are set out in the National Metal and Engineering Competency Standards Implementation Guide distributed by the Manufacturing Industry Skills Council (“MISC”).
4. Without detracting from any of the processes set out in this clause, any disputes in relation to classification or reclassification, including disputes relating to the terms of the National Metal and Engineering Competency Standards Implementation Guide, shall be handled in accordance with the dispute resolution procedure of this agreement.
 - 4.1 It shall be a term of the agreement that where there is agreement to implement the standards at the company, or in the event that the classification of an employee is called into question, the issue shall be settled by the application of competency standards in accordance with this clause and the National Metal and Engineering Competency Standards Implementation Guide or by reference to the minimum training requirement in the relevant classification definition, except as provided in 4.2 or 4.3, below.
 - 4.2 Where the employee has a relevant qualification recognised as a minimum training requirement for the level at which the employee seeks to be classified and he or she is exercising or will be required to exercise the skills and knowledge gained from that qualification necessary for that level of work the employee shall be classified appropriately. It is up to the company to demonstrate reasons for a qualification that is a recognised minimum training requirement not being regarded as relevant for an employee's work. Any disputes which cannot be resolved over the application of this clause in the first instance are to be referred to the dispute settlement procedure.
 - 4.3 Where skill standards have not been finalised in respect of any class of work, and this is necessary for determining an employee's classification, employees performing such work shall not be reclassified until such standards are available except as provided for in 4.2, above.
 - 4.4 All employees engaged under the agreement at the relevant classification levels shall be subject to the metal and engineering competency standards.
 - 4.5 Other provisions to be followed where competency standards are being implemented at the company:
 - (a) Company and employee representatives responsible for overseeing the implementation of competency standards within the company shall be given access to briefing and/or training courses on the standards prior to implementation.
 - (b) Such briefings/training courses on the metal and engineering competency standards and the National Metal and Engineering Competency Standards Implementation Guide should be approved by MISC. These briefings/training courses can be either a joint briefing or an approved course delivered by a MISC recognised provider however under this agreement there is no entitlement to paid leave to attend training (however described) provided by a trade union or to attend meetings (however described) conducted by or made up of trade union members.

Facilitation of implementation

- 5. Any disputes or difficulty or likely dispute or difficulty in relation to the implementation of competency standards shall be dealt under the dispute settlement procedure.

Points

- 6. The points to be assigned to the classification levels under this agreement shall be:

Award Classification Level	Recommended Points
	-
C13	-
C12	32
C11	64
C10	96
C9	12 additional points above C10
C8	24 additional points above C10
C7	36 additional points above C10
C6	48 additional points above C10
C5	60 additional points above C10
C4	Standards and points to be finalised
C3	Standards and points to be finalised
C2a	Standards and points to be finalised
C2b	Standards and points to be finalised

and in accordance with Table 2 in the National Metal and Engineering Competency Standards Implementation Guide.

Mixed functions

- 7. An employee engaged for more than 2 hours during one day or shift on duties carrying a higher rate than his or her ordinary classification shall be paid the higher rate for such day or shift. If for 2 hours or less during one day or shift he or she shall be paid the higher rate for the time so worked. This provision does not apply to employees who would, but for this agreement, be covered by Part II of the award.

Classification Structure

- 8. The classification structure is below:

Class'n No.	Classification Title	Minimum Training Requirement	Wage Relativity to C10*
C2(b)	Principal Technical Officer	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet	160%

		the requirements of the relevant classification definition and to perform work within the scope of this level	
C2(a)	Leading Technical Officer Principal/Trainer/Supervisor/ Co-ordinator	Advanced Diploma or equivalent and sufficient additional training so as to enable the employee to meet the requirements of the relevant classification definition and to perform work within the scope of this level.	150%
		Advanced Diploma or equivalent of which at least 50% of the competencies are in supervision/training.	
C3	Engineering Associate – Level II	Advanced Diploma of Engineering, or equivalent.	145%
C4	Engineering Associate 3 rd Year of - Level 1	80% towards an Advanced Diploma of Engineering or equivalent.	135%
C5	Advanced Engineering Tradesperson - Level II	Diploma of Engineering – Advanced Trade, or equivalent.	130%
	Engineering Technician - Level V	Diploma of Engineering - Technical or equivalent.	
C6	Advanced Engineering Tradesperson - Level 1	C10 + 80% towards a Diploma of Engineering - Advanced Trade or equivalent.	125%
	Engineering Technician - Level IV	50% towards an Advanced Diploma of Engineering, or 85% towards a Diploma of Engineering - Technical or equivalent.	
C7	Higher Engineering Tradesperson and Special Class Level II	Certificate IV in Engineering or C10 + 60% towards a Diploma of Engineering or equivalent.	115%
	Engineering Technician -	Certificate IV in Manufacturing	

	Level III	Technology provided that the minimum level of experience referred to in the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 45% towards an Advanced Diploma of Engineering, or 70% towards a Diploma of Engineering - Technical or equivalent	
C8	Engineering Tradesperson - Special Class Level I	C10 + 40% towards a Diploma of Engineering or equivalent	110%
	Engineering Technician - Level II	40% towards an Advanced Diploma of Engineering, or 60% towards a Diploma of Engineering - Technical or equivalent	
C9	Engineering Tradesperson - Level II	C10 + 20% towards a Diploma of Engineering or equivalent	105%
	Engineering Technician - Level I	Certificate III in Engineering - Technician, or Certificate III Manufacturing Technology, provided that the minimum level of experience referred to in the Manufacturing and Associated Industries - Skills Development - Wages and Conditions Award has been completed or 50% towards a Diploma of Engineering or equivalent	
C10	Engineering Tradesperson - Level I	Recognised Trade Certificate or Certificate III in Engineering - Mechanical Trade, or	100%

		Certificate III in Engineering - Fabrication Trade, or	
		Certificate III in Engineering - Electrical/Electronic Trade	
		or equivalent	
	Production Systems Employee	Engineering Production Certificate III, or	
		Certificate III in Engineering - Production Systems	
		or equivalent	
C11	Engineering/Production Employee - Level IV	Engineering Production Certificate II, or	92.4%
		Certificate II in Engineering - Production Technology	
		or equivalent	
C12	Engineering/Production Employee - Level III	Engineering Production Certificate I or Certificate II in Engineering	87.4%
		or equivalent	
C13	Engineering/Production Employee Level II	In-house training	82%
C14	Engineering/Production Employee - Level 1	Up to 38 hours induction training	78%

* The percentage relativities column reflects the original percentages; these have changed over time due to flat dollar arbitrated safety net adjustments.

Note: Where employees are performing supervisory responsibilities, they are to be classified in accordance with the Trainer/Supervisor/Coordinator definitions.

Trainer/Supervisor/Coordinator

Level 1 - 122% of the highest rate paid to those supervised.

Level 2 - 115% of the highest rate paid to those supervised.

Classification definitions

9. In these definitions:

“Or equivalent” means any training which a registered provider (eg. TAFE), or State recognition authority recognises as equivalent to an accredited course which MISC recognises for this level. This can include advanced standing through recognition of prior

learning and/or overseas qualifications; or, where competencies meet the requirements set out in MISC competency standards in accordance with the National Metal and Engineering Competency Standards Implementation Guide.

“Work within the scope of this level” means, for an employee who does not hold a qualification listed as a minimum training requirement, the employee shall apply skills within the company selected in accordance with the National Metal and Engineering Competency Standards Implementation Guide. Competencies selected must be competency standards recognised as relevant and appropriate by MISC and as endorsed by the National Training Quality Council.

“Engineering Streams” are the three broad engineering streams recognised within the classification definitions set out in Schedule D, namely: Electrical/electronic; fabrication; and mechanical. Additionally, there are five vocational fields (as defined). Entry to training in any engineering stream is not conditional on union membership. The streams are defined as:

“Electrical/electronic stream” includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices systems, equipment and controls, eg, electrical wiring, motors, generators, PLC's and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing.

“Mechanical stream” includes the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration, and the use of related computer controlled equipment, eg, Computer Numeric Controlled machine tools.

“Fabrication stream” includes fabrication, forging, carpentry, plumbing, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastics, carbon fibre, composite materials, ceramics and other materials.

“Vocational fields” are the five vocational fields recognised within this classification structure, namely: trade; technical; engineering/production; supervisor/trainer/coordinator; and professional.

The vocational fields are defined as:

- (a) “Trade” includes an employee who possesses as a minimum qualification a trade certificate in any of the engineering streams or Certificate IV in Engineering including Higher Engineering Trades or Special Class Trades.
- (b) “Technical field” includes production planning, including scheduling, work study, and estimating materials, handling systems and like work; technical including inspection, quality control, supplier evaluation, laboratory, non- destructive testing, technical purchasing, and design and development work (prototypes, models, specifications) in both product and process areas and like work; and design and draughting and like work.
- (c) “Engineering/production field” includes employees primarily engaged in production work including production, distribution, stores and warehousing, but does not require a qualification in the trade, technical, professional or supervisory fields.

- (d) "Supervisor/trainer/coordinator field" includes employees who are: responsible for the work of other employees and/or provision of on-the-job training including coordination and/or technical guidance; or, responsible for supervision and/or training of other supervisors or trainers; or, responsible primarily for the exercise of technical skills, as defined, up to the level of their skill and competence and who are additionally involved in the supervision/training of other employees.
- (e) "Professional field" includes an employee who possesses an academic qualification which enables that employee to become a graduate member of the Institute of Engineers, Australia or an academic qualification in science set out in the Academic Schedule appearing in the Metal Industry Award 1976 Part IV - Professional Scientists.

"Engineering associate" is a generic term which includes technical officers in a wide range of disciplines including laboratories and quality assurance; drafting officers; planners and other para-professionals.

The classification definitions proper are:

Trainer/Supervisor/Coordinator - Level 1

A Trainer/Supervisor/Coordinator - Level I is an employee who is responsible for the work of other employees and/or provision of structured on-the-job training. Such an employee has completed a qualification at AQFIII level or above, of which at least one third of the competencies are related to supervision/training, or equivalent.

Notwithstanding the above definition an employee who is mainly engaged to perform work supervising or coordinating the work of other employees and who has sufficient additional training beyond that of those coordinated or supervised so as to enable the employee to perform work within the scope of this level shall be classified at this level.

Trainer/Supervisor/Coordinator - Level II

A Trainer/Supervisor/Coordinator - Level II is an employee who is responsible for the supervision and/or training of Trainers/Supervisors/Coordinators - Level I. Such an employee has completed an AQF IV or V qualification or equivalent of which at least 50% of the competencies are in supervision/training.

WAGE GROUP: C14

Engineering Production Employee – Level 1

An Engineering/Production Employee – Level 1 is an employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, plant layout, work and documentation procedures, occupational, health and safety, equal employment opportunity and quality control/assurances

WAGE GROUP: C13

Engineering/production Employee - Level II

An Engineering/Production Employee - Level II is an employee who has completed up to three months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C14 and to the level of his/her skills, competence and training.

- (i) Works in accordance with standard operating procedures and established criteria;
- (ii) Works under direct supervision either individually or in a team environment;
- (iii) Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (iv) Understands and utilises basic statistical process control procedures;
- (v) Follows safe work practices and can report workplace hazards.

WAGE GROUP: C12

Engineering/Production Employee - Level III

An Engineering/Production Employee - Level III is an employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C13 and to the level of his/her skills, competence and training.

- (i) Is responsible for the quality of his/her own work subject to routine supervision;
- (ii) Works under routine supervision either individually or in a team environment;
- (iii) Exercises discretion within his/her level of skills and training;
- (iv) Assists in the provision of on the job training.

WAGE GROUP: C11

Engineering/Production Employee - Level IV

An Engineering/production Employee - Level IV is an employee who has completed an Engineering Production Certificate II or Certificate II in Engineering - Production Technology or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of an employee at C12 and to the level of his/her skills, competence and training.

- (i) Works from complex instructions and procedures;
- (ii) Assists in the provision of on-the-job training;
- (iii) Co-ordinates work in a team environment or works individually under general supervision;
- (iv) Is responsible for assuring the quality of his/her own work.

WAGE GROUP: C10

Engineering Tradesperson - Level I

An Engineering Tradesperson - Level I is an employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level I;
- (ii) Engineering Tradesperson (Mechanical) - Level I;
- (iii) Engineering Tradesperson (Fabrication) - Level I;
- (iv) or equivalent

and is able to exercise the skills and knowledge of the engineering trade so as to enable the employee to perform work within the scope of this level.

An Engineering Tradesperson - Level I works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;
- (ii) Exercises good interpersonal and communications skills;
- (iii) Exercises keyboard skills at a level higher than C11;
- (iv) Exercises discretion within the scope of this classification level;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Operates lifting equipment incidental to his/her work;
- (vii) Performs non-trade tasks incidental to his/her work;
- (viii) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- (ix) Able to inspect products and/or materials for conformity with established operational standards.

Production Systems Employee

A Production Systems Employee is an employee who, while still being primarily engaged in Engineering /Production work applies the skills acquired through the successful completion of an Engineering Production Certificate III or Certificate of Engineering – Production Systems or equivalent in the production, distribution, or stores functions so as to enable the employee to perform work within the scope of this level.

A Production Systems Employee works above and beyond an employee at C11 and to the level of his/her skills, competence and training.

- (i) Understands and applies quality control techniques;

- (ii) Exercises good interpersonal communications skills;
- (iii) Exercises discretion within the scope of this classification level;
- (iv) Exercise keyboard skills at a level higher than C11;
- (v) Performs work under limited supervision either individually or in a team environment;
- (vi) Able to inspect products and/or materials for conformity with established operational standards.

WAGE GROUP: C9

Engineering Tradesperson - Level II

Engineering Technician - Level I

An Engineering Tradesperson - level II is an:

- (i) Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Engineering Tradesperson (Fabrication) - Level II:

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering Tradesperson - Level II works above and beyond a tradesperson at C10 and to the level of his/her skills and competence and training performs work within the scope of this level.

- (i) Exercises discretion within the scope of this classification;
- (ii) Works under limited supervision either individually or in a team environment;
- (iii) Understands and implements quality control techniques;
- (iv) Provide trade guidance and assistance as part of a work team;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level I

An Engineering Technician - Level I is an employee who has the equivalent level of training of a C9 Engineering Tradesperson or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level I are in the technical fields as defined by the Award and this agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged on routine tasks in the technical fields.

WAGE GROUP: C8

Engineering Tradesperson - Special Class Level I
Engineering Technician - Level II

A Special Class Engineering Tradesperson - Level I means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - Level I;
- or
- (ii) Special Class Engineering Tradesperson (Mechanical) - Level I;
- or
- (iii) Special Class Engineering Tradesperson (Fabrication) - Level I;

who has completed the minimum training requirements specified in clause 7 of this Appendix or equivalent.

An Engineering Tradesperson Special Class - Level I works above and beyond a tradesperson at C9 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides trade guidance and assistance as part of a work team;
- (ii) Assists in the provision of training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level II

An Engineering Technician - Level II is an employee who has the equivalent level of training of a C8 Engineering Tradesperson Special Class - Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level II are in the technical fields as defined by the Award and this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at C9 under the supervision of technical or professional staff.

WAGE GROUP: C7

Engineering Tradesperson - Special Class Level II
Engineering Technician - Level III

A Special Class Engineering Tradesperson - Level II means a:

- (i) Special Class Engineering Tradesperson (Electrical/Electronic) - level II; or

- (ii) Special Class Engineering Tradesperson (Mechanical) - Level II;
- or
- (iii) Special Class Engineering Tradesperson (Fabrication) - Level II; or
- (iv) Higher Engineering Tradesperson

who has completed the minimum training requirements specified in this clause or equivalent.

An Engineering Tradesperson - Special Class Level II works above and beyond a tradesperson at C8 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Is able to provide trade guidance and assistance as part of a work team;
- (ii) Provides training in conjunction with supervisors and trainers;
- (iii) Understands and implements quality control techniques;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level III

Engineering Technician - Level III is an employee who has the equivalent level of training of a C7 - Engineering Tradesperson Special Class Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level III are in the technical fields as defined by the Award and this agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail drafting and/or planning or technical duties requiring judgement and skill in excess of that required of a technician at C8 under the supervision of technical or professional staff.

WAGE GROUP: C6

Advanced Engineering Tradesperson - Level I Engineering Technician - Level IV

An Advanced Engineering Tradesperson - Level I means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level I; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level I; or
- (iii) Advanced Engineering Tradesperson (Fabrication) - Level I

who has completed the minimum training requirements specified in this clause or equivalent.

An Advanced Engineering Tradesperson - Level I works above and beyond a tradesperson at C7 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Undertakes quality control and work organisation at a level higher than for C7;
- (ii) Provides trade guidance and assistance as part of a work team;
- (iii) Assists in the provision of training to employees in conjunction with supervisors/trainers;
- (iv) Works under limited supervision either individually or in a team environment;
- (v) Prepares reports of a technical nature on specific tasks or assignments;
- (vi) Exercises broad discretion within the scope of this level;
- (vii) Operates lifting equipment incidental to his/her work;
- (viii) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level IV

An Engineering Technician - Level IV is an employee who has the equivalent level of training of a C6 - Advanced Engineering Tradesperson Level I or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level IV are in the technical fields as defined by the Award and this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is engaged in detail drafting and/or planning and/or technical duties requiring judgement and skill in excess of that required of a technician at C7 under the supervision of technical and/or professional staff.

WAGE GROUP: C5

Advanced Engineering Tradesperson - Level II Engineering Technician - Level V

An Advanced Engineering Tradesperson - level II means an:

- (i) Advanced Engineering Tradesperson (Electrical/Electronic) - Level II; or
- (ii) Advanced Engineering Tradesperson (Mechanical) - Level II; or
- (iii) Advanced Engineering Tradesperson (Fabrication) - Level II

who has completed the minimum training requirements specified in clause 7 of this Appendix or equivalent.

An Advanced Engineering Tradesperson - Level II works above and beyond a tradesperson at C6 and to the level of his/her skills, competence and training performs work within the scope of this level.

- (i) Provides technical guidance or assistance within the scope of this level;

- (ii) Prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- (iii) Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out his/her task;
- (iv) Assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- (v) Operates lifting equipment incidental to his/her work;
- (vi) Performs non-trade tasks incidental to his/her work.

Engineering Technician - Level V

An Engineering Technician - Level V is an employee who has the equivalent level of training of a C5 - Advanced Engineering Tradesperson Level II or equivalent so as to enable the employee to apply skills within the scope of this level. The skills exercised by the Engineering Technician Level V are in the technical fields as defined by the Award and this Agreement including drafting, planning or technical tasks requiring technical knowledge.

At this level the employee is required to exercise judgment and skill in excess of that required at level C6.

WAGE GROUP: C4

Engineering Associate - Level I

An Engineering Associate - Level I means an employee who works above and beyond a technician at level C5 and who has completed the minimum training requirements specified in this clause or equivalent and is engaged in:

- (i) Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- (ii) Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.

WAGE GROUP: C3

Engineering Associate - Level II

An Engineering Associate - Level II means an employee who works above and beyond an Engineering Associate at level C4 and who has successfully completed the minimum training requirements specified in this clause or equivalent and is engaged in:

- (i) Performing drafting, or planning or technical duties which require the exercise of judgment and skill in excess of that required by an engineering associate at level C4; or
- (ii) Possesses the skills of an Engineering Associate - Level I in a technical field and exercises additional skills in a different technical field as defined.

WAGE GROUP: C2(a)

Leading Technical Officer

Principal Engineering Trainer/Supervisor/Coordinator

Leading Technical Officer means an employee who works above and beyond an Engineering Associate - Level II at level C3 and has successfully completed a national advanced diploma or equivalent and sufficient additional training so as to enable the employee to perform work within the scope of this level. An employee at C2(a) is able to perform or coordinate work in more than one engineering, scientific or technical field as defined, or performs duties in a technical, engineering or scientific field which requires the exercise of judgement and/or skill in excess of that required of an Engineering Associate - Level II.

Principal Engineering Trainer/Supervisor/Coordinator

Principal Engineering Trainer/Supervisor/Coordinator means a Trainer/Supervisor/Coordinator who has completed a national advanced diploma or equivalent of which at least 50% of the competencies are in supervision/training and who when engaged at this level:

- (i) Possesses a sound knowledge of occupational health and safety, industrial relations, and communications processes and is able to use this knowledge in training and leading the work of others;
- (ii) Possesses a general knowledge and awareness of the administrative, business, and marketing strategies of the enterprise;

Indicative of the tasks which an employee at this level may perform are as follows:

- Plans, writes and delivers training programs for all engineering/production employees, apprentices, trainees, trade and lower technical levels;
- Plans and directs the work of engineering/production employees especially in new work organisation environments, e.g., group work arrangements, CIM production techniques.

WAGE GROUP: C2(b)

Principal Technical Officer

A Principal Technical Officer works above and beyond an employee at the C2a level and who has successfully completed sufficient additional training to enable the employee to perform work within the scope of this level in addition to a national advanced diploma or equivalent. Within organisational policy guidelines and objectives a principal technical officer:

- (i) Performs work requiring mature technical knowledge involving a high degree of autonomy, originality and independent judgement;

- (ii) Looks after and is responsible for projects and coordinating such projects with other areas of the organisation as required by the operation of the organisation;
- (iii) Is responsible for the coordination of general and specialist employees engaged in projects requiring complex and specialised knowledge;
- (iv) Plans and implements those programs necessary to achieve the objectives of a particular project;
- (v) In the performance of the above functions, applies knowledge and/or guidance relevant in any or all of the fields of designing, planning and technical work as required by the company's operation;
- (vi) Operates within broad statements of objectives without requiring detailed instructions; or
 - (i) Performs work at the above level of skill in a particular technical field;
 - (ii) Has as the overriding feature of his/her employment the ability to perform creative, original work of a highly complex and sophisticated nature;
 - (iii) Provides specialised technical guidance to other employees performing work within the same technical field.

ATTACHMENT 4 – ALLOWANCES and SPECIAL RATES (

1 All-purpose Allowances

The following allowances shall apply for all purposes of the Agreement.

Trainer/Supervisor/Coordinator - Technical

A Trainer/Supervisor/Coordinator - Technical is an employee who is responsible primarily for the exercise of skills in technical fields as defined, up to the level of his/her skill and competence and who is additionally involved in the supervision/training of other technical employees. Such an employee shall receive not less than 107% of the rate of pay applicable to the employee's technical classification.

2 Other Allowances

2(a) Motor Allowance

Where an employee reaches agreement with their employer to use their own motor vehicle excepting for transfer to and from Kyabram on the employer's business, such employee shall be paid an allowance equivalent to the current tax office rate per kilometre travelled.

2(b) Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools

Compensation must be made to the extent of the damage sustained where, in the course of the work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers' compensation in respect of the damage.

2(c) Case Hardened Prescription Lenses

An employer who requires an employee to have their prescription lenses case hardened shall pay for the cost of such case hardening.

3 Special Rates

Subject to subclauses 3(a) and (b) of this appendix, the following special rates shall be paid to employees including apprentices and juniors.

3(a) Special Rates Not Cumulative

Where more than one of the disabilities set out in clause 3 entitles an employee to extra rates, the employer shall be bound to pay only one rate, namely the highest rate for the applicable disabilities.

This does not apply in relation to cold places, hot places, wet places, confined spaces, dirty work or height money, the rates for which are cumulative.

3(b) Special Rates are not Subject to Penalty Additions

The special rates in subclause 3 of this appendix shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

3(c) Cold Places

An employee who works for more than one hour in places where the temperature is reduced by artificial means below 0 degrees Celsius must be paid 2.8% of the standard rate per hour extra. In addition, where the work continues for more than two hours, the employee is entitled to 20 minutes rest after every two hours work without loss of pay. .

3(d) Hot Places

1. An employee who works for more than one hour in the shade in places where the temperature is raised by artificial means must be paid:

Temperature	Amount of the Standard Rate
between 46 and 54 Celsius	2.9% per hour extra
in excess of 54 Celsius	3.8% per hour extra

2. In addition, where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, the employee is entitled to 20 minutes rest after every two hours work without loss of pay.

3. The temperature is to be determined by the supervisor after consultation with the employee who claims the extra rate.

3(e) Wet Places

An employee working in any place where their clothing or boots become saturated by water, oil or another substance, must be paid 2.9% of the standard rate per hour extra. Any employee who becomes entitled to this extra rate must be paid such rate only for the part of the day or shift that they are required to work in wet clothing or boots.

This extra rate is not payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear.

3(f) Confined Spaces

An employee working in a confined space must be paid 3.8% of the standard rate per hour extra.

3(g) Dirty Work

Where an employee and their supervisor agree that work (other than ship repair work) is of an unusually dirty or offensive nature, the employee must be paid 2.9% of the standard rate per hour extra.

3(h) Insulation Materials

An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise, when employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings, must be paid 3.8% of the standard rate per hour extra. .

3(i) Boiler Repairs

1. An employee working on repairs to smoke-boxes, fire-boxes, furnaces or flues of boilers must be paid 2.1% of the standard rate per hour extra.
2. An employee engaged on repairs to oil fired boilers, including the castings, uptakes and funnels, or flues and smoke stacks must be paid 7.4% of the standard rate per hour extra while working inside such a boiler.

3(j) Explosive Powered Tools

An employee required to use explosive powered tools must be paid 7.5% of the standard rate per day extra. Where an hourly rate is required, it shall be calculated by dividing the rate by 7.6.

3(k) High Voltage Switching Allowance

For the day that a Qualified electrician and observer(who should have the same qualifications) carries out HIGH VOLTAGE SWITCHING (requiring access permit signature and switching activity)

The nominated electrician and observer will be paid an allowance of \$50.00 each for that day.

This allowance will be indexed in line with other allowances in this agreement.

ATTACHMENT 5 – Domestic and International Transfers, Travelling and Working Away From Usual Place of Work

SUMMARY

Paragraphs one and two deal with an employee's entitlements to payment whilst travelling within Australia or where they are required to relocate. Paragraph deals with international travel

1(a) Transfer Involving Change of Residence

An employee:

Engaged in one locality to work in another, or sent other than at his or her own request, from his or her usual locality to another for employment which can reasonably be regarded as permanent; involving a change of residence will be paid travelling time whilst necessarily travelling between such localities and expenses for a period not exceeding three months or in cases where the employee is in the process of buying a place of residence in the new locality for a period not exceeding six months. Provided that such expenses will cease after he or she has taken up permanent resident or abode at the new location.

2(b) Travelling, Transport and Fares

(i) Excess Travelling and Fares

An employee who on any day or from day to day is required to work at a job away from his or her accustomed workshop or depot will, at the direction of the employer, present himself or herself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his or her home to such workshop or depot and returning) he or she will be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his or her home and such workshop or depot.

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

(ii) Distant Work

An employee sent from his or her usual locality to another (in circumstances other than those prescribed in clause 2(b)(i) hereof and required to remain away from his or her usual place of abode will be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his or her usual locality.

(iii) Payment for Travelling

- (1) The rate of pay for travelling time is ordinary rates, except on Sundays and holidays when it will be time and a half.
- (2) The maximum travelling time to be paid for is 12 hours out of every 24 hours, or when a sleeping berth is provided by the employer for all-night travel, eight hours out of every 24.

(iv) Expenses

"Expenses" for the purpose of this clause means:

- (1) All fares reasonably incurred. The fares allowed are be for rail travel, second class except where all-night travelling is involved when they are to be first class, with sleeping berth where available.
- (2) Reasonable expenses incurred whilst travelling including \$ \$12.23 for each meal taken.
- (3) A reasonable allowance to cover the cost incurred for board and lodging.

(v) Engagement of Labour Away From Workshops

An employer is be free to engage labour on the site of a job carried on away from the workshop, without payment for any travelling time or fares, unless such employee is sent from the workshop.

Provided that if an employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he or she is to be paid fares in excess of those incurred in travelling to and from the workshop.

3 International Travel Arrangements

3(a) This clause shall apply to all international travel excluding New Zealand where domestic travel arrangements shall apply. The provisions of clause one and two do not apply to international travel.

3(b) SPCA shall maintain a travel policy that applies to the employees covered by this agreement that ensures :-

- (i) All travel shall be at business class standards
- (ii) Travel time shall remunerated at the rate of eight hours ordinary pay for each twenty four hours of travel excepting on weekends and public holidays when the appropriate penalty rates shall apply
- (iii) All legitimate travelling expenses (including tipping in some cases) shall be repaid to the employee

- (iv) any changes to the policy are to be discussed with the Site Council.

Attachment 6 - Journey Insurance Standard

EMPLOYEES JOURNEY INSURANCE POLICY

1. DEFINITIONS

We/Our/Us means Mercantile Mutual Insurance (Australia) Ltd ACN. 000456799

Insured refers to the person, partnership or Company which has effected this Insurance in respect of the employee(s),

Insured Persons(s) means the employee(s) of the Insured who is / are named on the Certificate.

Injury means bodily injury caused by an accident occurring after the commencement date of this Policy and whilst it is in force.

Permanent Total Disablement means the inability directly and solely as a result of Injury (caused other than by loss of limb or eye) of the Insured Person from engaging in any occupation for which he or she is fitted by reason of education, training or experience.

Temporary Total Disablement means the inability directly and solely as a result of Injury of the Insured Person from carrying out all the normal duties of his or her usual occupation.

Earnings means the gross weekly base rate of pay exclusive of overtime payments, bonuses, commissions or allowances averaged over the prior twelve (12) months or over such shorter period as the Insured Person has been continually employed.

Loss shall mean loss by physical severance or permanent total loss of the full effective use of those parts of the body, or Injuries, specified in the Table of Benefits.

Place of Employment means the site at which the Insured Person is currently working, or his or her first or last place of business activity for the day.

Period of Insurance means the period described on the Certificate or any future renewal period.

Aggregate Limit of Liability is the maximum amount We will pay in respect of all claims in relation to any one accident. The Aggregate Limit of Liability is shown in the Certificate.

Certificate means the Certificate of Insurance or any future renewal certificate
Policy means this document and the Certificate.

2. CAPITAL BENEFITS

We Will Pay:-

The benefit shown below if the Insured Person whilst travelling between the boundary of his or her usual place of residence and Place of Employment (provided there is no substantial deviation from the most reasonably direct route or his or her normal route for such journeys) for the purposes of attending to or returning from work, suffers an injury which results in death or any one of the disabilities described in the Table of Benefits within twelve (12) months thereof. The disability must continue for at least twelve (12) months and in Our reasonable opinion be likely to continue for the remainder of the Insured Person's life.

Capital benefits will not be payable in respect of any Injury which entitles the Insured Person to receive any benefit from any insurance required by or under any law or any Workers Compensation, statutory transport accident compensation scheme or any other insurance (other than a Policy of Life Insurance) arranged with another Insurer which provides a capital or lump sum benefit in the event of an Injury.

3. TABLE OF BENEFITS

3.1 Capital Benefit

The compensation as a percentage of the Capital Benefit shown in the Certificate

1) Death	100%
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3.2 Disabilities

2) Permanent Total Disablement	100%
3) Permanent Quadriplegia	100%
4) Permanent Paraplegia	100%
5) Permanent and incurable paralysis of all limbs	100%
6) Permanent unsound mind to the extent of legal incapacity	100%
7) Permanent Loss of sight in both eyes	100%
8) Permanent Loss of hearing in both ears	100%
9) Permanent Loss of sight in one eye	50%
10) Permanent Loss of the lens of one eye	50%
11) Permanent Loss of hearing in one ear	50%

Loss Of:

12) Both hands	100%
13) Both arms	100%
14) Both feet	100%
15) Both legs	100%
16) One hand and one foot	100%
17) One hand and one arm	100%
18) One foot or one leg	100%
19) Four whole fingers and one thumb	100%
20) Both joints of one thumb	30%
21) One joint of one thumb	15%
22) Three joints of one finger	15%
23) Two joints of one finger	10%
24) One joint of one finger	5%
25) All toes on one foot	15%

26) Great toe - both joints	5%
27) Great toe - one joint	3%
28) Each toe other than Great	1%

Other Injuries:

29) Burns or disfigurement which extend to cover more than 50% of the entire body	20%
30) Loss of at least 50% of all sound and natural teeth, including capped or crowned teeth-per tooth	1%

3.3 Loss of Earnings

We Will Pay

The weekly benefit if the Insured Person whilst travelling between the boundary of his or her usual place of residence and Place of Employment (provided there is no substantial deviation from the most reasonably direct route or his or her normal route for such journeys) for the purposes of attending to or returning from work, suffers an Injury which results in Temporary Total Disablement within twelve (12) months thereof causing a loss of Earnings.

The weekly benefit is payable for the maximum period shown in the Certificate and shall be reduced by any other weekly benefit the Insured Person may be entitled to receive from any insurance required by or under any law or any Workers Compensation, statutory transport accident compensation scheme or any other insurance arranged with another Insurer which provides weekly benefits in the event of an Injury.

3.3.1 Temporary Total Disablement Benefit

- (a) For the first 26 weeks in respect of each week of continuing Temporary Total Disablement, we will pay \$1,000 or 85% of the Insured Person's loss of Earnings, whichever is the lesser.
- (b) For the remaining period of 78 weeks of continuing Temporary Total Disablement limit, we will pay \$1,000 per week or 65% of the Insured Person's loss of Earnings, whichever is the lesser.
- (c) As this scheme is similar to the TAC, we will not pay any make-up pay.
- (d) Payment of medical and like service expenses are excluded from payment under the terms of this policy. Claims for these type expenses should be processed through Medicare or private insurance as appropriate.

3.4 Limits on Benefits

- 3.4.1** The benefit payable in the case of death shall be reduced by the amount of any other capital benefit or weekly benefit paid or payable by Us for Injury arising out of the same accident.

- 3.4.2** If the Insured Person becomes entitled to more than one capital benefit arising out of same Injury, We will only pay the higher capital benefit.
- 3.4.3** If the Insured Person becomes entitled to the weekly benefit and a capital benefit, We will pay the higher of the weekly benefit entitlement or the capital benefit entitlement.
- 3.4.4** The weekly benefit will not be paid for the period shown as Excluded Period of Claim in the Certificate.
- 3.4.5** No further benefits shall be payable under this policy and all cover shall cease in respect of an Insured Person if he or she
- a) becomes entitled to the payment of a Capital benefit and he or she is paid 100% of the Capital Benefit
 - b) becomes entitled to the payment of a weekly benefit and he or she is paid weekly benefits for the maximum period shown in the Certificate
 - c) becomes entitled to both a Capital Benefit and weekly benefits and he or she is paid 100% of the Capital Benefit, or weekly benefits for the maximum period shown in the Certificate.
- 3.4.6** For any one accident or series of accidents resulting from any one event, We shall not be liable for any amount in excess of the Aggregate Limit of Liability stated in the Certificate. In the event that all benefits payable exceed the Aggregate Limit of Liability, benefits will be payable in respect of each Insured Person on a pro-rata basis.

3.5 Exclusions

No benefits are payable under this Policy for any Injury which;

- 3.5.1** is caused by war, invasion or civil war
- 3.5.2** results from the use, existence or escape of nuclear weapons material, or ionising radiation from, or contamination by, radioactivity from any nuclear waste or from the combustion of nuclear fuel.
- 3.5.3** is as a result of the Insured Person flying, or engaging in any aerial activities other than as a fare-paying passenger in a licensed aircraft owned and / or operated by a recognised airline over an established air route.
- 3.5.4** is caused by the Insured Person engaging in professional sporting activities.
- 3.5.5** is caused by intentional self-injury, suicide or any attempt thereat.

3.5.6 results from the Insured Person being under the influence of drugs unless taken in accordance with the direction and prescription of a registered medical practitioner.

3.5.7 results from the Insured Person having a percentage of alcohol in his/her breath or blood in excess of that permitted by law at the place where the occurrence took place.

3.6 Claims and Payment of Benefits

3.6.1 As soon as possible after sustaining Injury, the Insured Person must obtain and comply with proper medical advice from a registered medical practitioner.

3.6.2 In the event of a claim:

- (a) The Insured must give us written notice as soon as possible containing full particulars of any Injury in respect of which a claim is to be made and must provide Us at his or her own expense all medical and other certificates and evidence which We may reasonably require to assess the claim.
- (b) The Insured Person must undergo any medical examination which We may require in order to assess the claim, and which We shall arrange at Our expense, and he or she must attend any such examination during such periods as We may reasonably require.
- (c) We shall be entitled at Our expense to conduct any post mortem examination. 3.6.3 All benefits are payable to the Insured. We shall not be responsible to the Insured Person or any other person in any way for dispersal of such benefits.