DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ford Motor Company of Australia Limited
(AG2018/6615)

FORD AUSTRALIA ENTERPRISE AGREEMENT 2018 (GENERAL SALARY ROLL)
Vehicle industry

DEPUTY PRESIDENT SAUNDERS
NEWCASTLE, 16 APRIL 2019

Application for approval of the Ford Australia Enterprise Agreement 2018 (General Salary Roll).

[1] An application has been made for approval of an enterprise agreement known as the Ford Australia Enterprise Agreement 2018 (General Salary Roll) (Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (Act). It has been made by Ford Motor Company of Australia Limited. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

(a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Association of Professional Engineers, Scientists and Managers Australia and the Australian Manufacturing Workers’ Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 April 2019. The nominal expiry date of the Agreement is 31 December 2020.

DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6615

Applicant: Ford Motor Company of Australia Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

1. Dave Smith, Director Employee Relations, for Ford Motor Company of Australia Limited, give the following undertakings with respect to the Ford Australia Enterprise Agreement 2018 (General Salary Roll) ("the Agreement"):

1. I have the authority given to me by Ford Motor Company of Australia Limited to provide this undertaking in relation to the application before the Fair Work Commission.

2. "Ford Motor Company of Australia Limited undertakes that in the event of an inconsistency between the NES and the Ford Australia Enterprise Agreement 2018 (General Salary Roll) and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency".

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

Date
FORD AUSTRALIA
ENTERPRISE AGREEMENT 2018
(General Salary Roll)

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.
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Part 1
1.0 Application and Operation of the Agreement

1.1 Title
This Agreement will be known as the Ford Australia Enterprise Agreement 2018 (General Salary Roll).

1.2 Relationship to Other Awards and Agreements
(a) This Agreement consolidates the following Awards and Agreements:
   (i) Ford Australia Structural Efficiency Agreements.
   (xii) Ford Australia Enterprise Agreement 2008 (Vehicle and Salary).
   (xiv) Ford Australia Enterprise Agreement 2012 (Vehicle and General Salary Roll).
   (xvi) Ford Australia Enterprise Agreement 2017 (General Salary Roll).

1.3 Parties' Intention
When consolidating the abovementioned Awards and Agreements, the parties used their best endeavours to include provisions which continued to have effect and discarded provisions which they considered obsolete. The parties have made further alterations as a result of the 2018 round of bargaining.

1.4 Errors and Omissions
The parties agree that should it be discovered that a material provision has been inadvertently excluded from or mistakenly included in this Agreement as a result of the consolidation process, the parties will apply to the Fair Work Commission under section 201 of the Fair Work Act to approve the variation of the Agreement to exclude or include the provision (as the case may be).

1.5 Areas and Parties Bound
This Agreement shall apply to:
(a) Ford Motor Company of Australia Limited (the Company); and
(b) Employees of the Company covered by the classifications of work in this Agreement and who are eligible to be members of the divisions or organisations that are set out in sub clause 1.5(c).
(c) The following organisations and their members:
   (i) The Australian Manufacturing Workers' Union (AMWU) and Association of Professional Engineers, Scientists and Managers Australia (APESMA).

(d) This Agreement has been reached as a result of all the unions who are party to the Agreement negotiating with the Company.

(e) Throughout the life of this Agreement all existing terms and conditions of employment shall prevail unless otherwise agreed by the parties.

(f) This Agreement applies throughout all States and Territories of the Commonwealth of Australia.

1.6 Preference for Collective Bargaining
The Unions respondent to this Agreement are committed to bargaining collectively with the Company under the auspices of the relevant unions. It is the Company's intent to work collaboratively with individual unions toward the achievement of the objectives set out in this Agreement. Through the establishment of this Agreement, the parties reaffirm their continued support for the collective bargaining process, which is viewed as having operated successfully for many years.

1.7 Agreement Objectives
(a) This Agreement jointly expresses, in a consolidated document, the terms and conditions of the workplace and supports the achievement of Ford Motor Company of Australia Limited's goals. To this end, the parties are committed to the implementation of all aspects of this Agreement both individually and collectively.

(b) To ensure the ongoing viability of Ford Motor Company of Australia Limited, the parties to this Agreement acknowledge:
   (i) The importance of producing high quality, cost competitive products to enable Ford Motor Company of Australia Limited to successfully compete with overseas manufacturers in an increasingly global market place; and
   (ii) Ensuring that Ford Motor Company of Australia Limited is a competitive and self sustaining business into the future.
(c) This Agreement facilitates meeting these objectives by:
   (i) Developing flexible work practices;
   (ii) Maximising capacity and asset utilization;
   (iii) Allowing for affordable business growth; and
   (iv) Implementing agreed processes to allow the parties to work together effectively to significantly improve
       performance in the areas of quality, efficiency, productivity and cost.

(d) The parties agree to work together to:
   (i) Co-operatively support Ford’s growth and investment plans; and
   (ii) Ensure high standards of open and honest communication based upon trust and respect for the individual and
       those that are party to this Agreement.

(e) The implementation of the content of this Agreement is aligned to the achievement of the objectives described above.

(f) The parties commit to demonstrating reasonable flexibility to achieve corporate objectives whilst considering the importance
    of appropriate employee work life balance.

1.8 Period of Operation
This Agreement will commence operation seven (7) days after it is approved by the Fair Work Commission (FWC) and will
nominally expire on 31 December 2020. The parties will commence discussions to establish a new Agreement no later than
three (3) months prior to the expiration of this Agreement.

1.9 No Extra Claims
During the life of this Agreement, the parties undertake to make no extra claims.

1.10 Continuity of Operations
The Dispute Settlement Procedure (Clause 3.1) will be followed in order to address disputes and grievances quickly and fairly
without disruption to the Company’s operations or loss of income to employees.

1.11 Substantive and Procedural Fairness
The Behaviour at Work Agreement (Clause 3.3) ensures compliance with the principles of substantive and procedural fairness
in circumstances where disciplinary action may eventuate. Nothing in that clause will act to diminish an employee’s rights under
law in any way.

1.12 Implementation of Agreement
This Agreement reflects the collective efforts of the Company and the relevant unions to position Ford Australia as a
competitive, consumer focused organisation. The thorough implementation of the agreed content will be critical to attaining this
outcome. The implementation of this Agreement will involve the collaborative/agreed efforts of Company management and
the members of the relevant unions at Corporate and Site Manager/Operational levels throughout the Company.

1.13 Protected Award Conditions
This Agreement excludes protected award conditions.

1.14 Agreement to be Available
The Company will ensure that copies of this Agreement are available in suitable and easily accessible places
throughout the Company’s operations. The Company will also have a copy available on the Company’s intranet.
Part 2
2.0 Wages and Allowances

2.1 Wages Outcome
(a) Effective the first pay period on or after:
   (i) 1 April 2019 2.5%
   (ii) 1 April 2020 2.5%

2.1.1 Performance Based Pay
(a) For salaried employees in salary grades 1 to 8, 50% of the wages outcome will be paid as a general increase in each year of the Agreement. The balance of the wages outcome will be distributed as merit increases. Employees must be fully meeting (Achiever Rating) the Company’s performance expectations to be eligible for a merit increase.

(b) It is agreed that the Ford Australia merit compensation model will have the following key elements:
   (i) The distribution of the merit allocation as a percentage of total salaries will be equal across all skill teams.
   (ii) Forced ranking criteria will be used to determine the recipients and the size of the merit increase granted. The criteria for the forced ranking will include, however not be limited to, factors such as the performance towards achievement of key goals/ imperatives, contribution/ work output, contribution to quality improvement, motivation/ initiative, feedback from customers and contribution to team work.
   (iii) Upon completion of the merit planning process, an employee will be entitled to obtain information regarding his/her allocation of merit. Should an employee receive no allocation of merit, management will explain why the employee has received no merit.
   (iv) Where an employee has a grievance concerning his/her allocation of merit, the employee is entitled to pursue this grievance through the Dispute Settlement Procedure as set out in this Agreement.
   (v) The parties to this Agreement will meet annually, following the merit process, to review the overall distribution of merit payments and the outcome of market rate adjustments.

2.2 This clause has been intentionally left blank

2.3 Allowances
2.3.1 This clause has been intentionally left blank

2.3.2 Dirty Work Allowance
(a) An employee doing work which a supervisor and the employee agree is of an unusually dirty or offensive nature will be paid 83 cents per hour extra.

(b) The minimum payment for dirty work on any day or shift will be three (3) hours except where other higher special allowances are payable for a specific job on the same day or shift.

(c) In case of disagreement between the supervisor and the employee, the employee, or if requested by the employee, a union delegate, is entitled, within 24 hours, to ask for a decision on the employee’s claim by the Company’s Human Resources representative.

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

2.3.3 This clause has been intentionally left blank

2.3.4 First Aid Allowance
(a) An allowance of $16.25 per week will be paid to employees with first aid responsibility and where satisfactory qualifications are held.

(b) This allowance is not subject to the limitation specified by clause 2.3.6 hereof and is payable in addition to any other allowances specified in clause 2.3 hereof.

2.3.5 This clause has been intentionally left blank

2.3.6 Special Allowances Not Cumulative
(a) Where eligibility for more than one of the following allowances: dirty work and first aid exists on the same job, the Company will only pay the highest allowance.

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

2.3.7 Allowances Not Subject to Penalty Additions
These special allowances will be paid irrespective of the time at which the work in performed and are not subject to any premium or penalty additions.

2.3.8 Proving Ground Allowance
The Proving Ground Allowance is $8.80 per day paid to an employee who is permanently located at the Proving Ground.

2.3.9 This clause has been intentionally left blank
2.3.10 High Voltage Allowance
Current high voltage operators as identified by the Company will be paid the first aid allowance of $16.25. Accordingly it is agreed and accepted that these employees will provide first aid assistance if required not only when the work is associated with high voltage operating.

2.3.11-15 These clauses have been intentionally left blank.

2.3.16 Meal Allowance
(a) Meal allowances are to provide employees with a payment to purchase a meal where insufficient notice had been given to the employee of the requirement to work overtime.

(b) An employee required to work approved overtime for more than three (3) hours without being notified before the mid-shift meal break or earlier on the day the overtime is to be worked, will either be supplied with a meal by the Company or paid $10.80 for the meal.

(c) If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised, he/she will be paid meal allowance for meals which he/she has provided but which have become superfluous.

(d) Overtime in this context includes work performed on Sundays, public holidays and the meal allowance provisions in other clauses in this Agreement (such as travelling time).

2.4 Allowance Adjustments
(a) The following allowances will be adjusted by the percentage increases specified in Clause 2.1 of this Agreement:
   (i) Dirty Work Allowance.
   (ii) First Aid Allowance.
   (iii) Proving Ground Allowance.
   (iv) Weekend International Travel Allowance.
Part 3
3.0 Continuity of Work and Dispute Resolution

3.1 Dispute Settlement Procedure

3.1.1 Objective
The objective of the Dispute Settlement Procedure (DSP) is to resolve workplace disputes raised by any party to this Agreement promptly and fairly without disruption to the Company's operations and without loss of wages to employees.

3.1.2 Key Requirements
In order to fulfill the objective and to enhance effective working relationships it is essential that the procedure encourage:
(a) Improved two way communication between employees and their supervisors; and
(b) Resolution of the dispute at the time it initially arises.

3.1.3 Representation
(a) Representation is normally not required during the informal resolution within the workplace stage set out in clause 3.1.4, however, if requested, an employee may be represented by a union delegate or by a person of their choice at this stage.
(b) During the formal resolution within the workplace stage of the Dispute Settlement Procedure set out in clause 3.1.5, an employee may be represented by a union delegate or by a person of their choice at any stage.
(c) During the external resolution stage of the dispute settlement process set out in clause 3.1.6, the Company and an employee may be represented by a person of their choice.

3.1.4 Informal Resolution within the Workplace
(a) The dispute will first be discussed by the employee and the employee's immediate supervisor and every effort will be made to resolve it at this early stage.
(b) The supervisor will respond to the dispute raised by the employee as soon as possible.
(c) The parties recognise that not all disputes will be resolved in this way.
(d) Where they cannot be resolved informally, disputes will be resolved in accordance with the procedure set out in clause 3.1.5 below.

3.1.5 Formal Resolution within the Workplace
(a) Stage One
   (i) If informal resolution fails, an employee may refer the dispute to a union delegate for discussion with the employee's supervisor.
   (ii) Alternatively, the employee may elect to proceed directly to Stage Two.

(b) Stage Two
   (i) If the dispute remains unresolved after Stage One (or the employee elects to proceed directly to Stage Two), the employee may refer the dispute to the next supervisory level. That supervisor must confer with the employee and the employee's immediate supervisor in an attempt to resolve the dispute.
   (ii) If, after discussion, the dispute remains unresolved the employee or a union delegate must formally document the dispute on a Dispute Report Form.

(c) Stage Three
   (i) If the dispute remains unresolved after Stage Two, the employee, or if requested by the employee, a union delegate must discuss the dispute with the Area/Department Manager and Human Resources.
   (ii) If the dispute is resolved the resolution must be documented on the Dispute Report Form.

(d) Stage Four
   (i) If the dispute remains unresolved after Stage Three, the employee, or a union delegate or, if requested by the employee, a union official must discuss the dispute with the more senior management and Human Resources.
   (ii) If the dispute is resolved, the resolution must be documented on the Dispute Report Form.
   (iii) If the dispute remains unresolved the employee may proceed to have the matter resolved externally, in accordance with clause 3.1.6.

3.1.6 External Resolution
(a) Referral to External Resolution:
If a dispute remains unresolved, the dispute must be dealt with as follows:
(i) A party may refer the matter to the Fair Work Commission (FWC) for, in the first instance, conciliation.
(ii) If the dispute remains unresolved after conciliation, FWC will resolve the dispute by arbitration.
(iii) The conciliator/arbitrator will normally be Deputy President Gooley.
(iv) Should Deputy President Gooley be unavailable, the parties will ask the President of FWC or his/her delegate to nominate a member of FWC to conduct the conciliation/arbitration.
(v) Where a member of FWC exercises conciliation powers the member will not exercise arbitration power if a party objects.
(b) However, the steps/stages of dispute resolution in clause 3.1.4 or 3.1.5 need not be taken prior to a referral of the dispute to FWC for resolution provided that:

(i) The party who referred the matter to FWC made a reasonable effort to progress a dispute in accordance with clause 3.1.4 or 3.1.5; and

(ii) The party responding to the dispute has unreasonably delayed the progress of the dispute in accordance with clause 3.1.4 or 3.1.5 having regard to the normal time taken to resolve a dispute, the subject matter of the dispute and/or the urgency of the dispute; or

(iii) The party responding to the dispute expressly waived the need to comply with the stages in clause 3.1.4 or 3.1.5.

(iv) If a party wishes to apply for an urgent interim decision FWC will deal with such application in accordance with clause 3.1.7(xvi) herein.

3.1.7 Powers of the FWC

(a) If a dispute is referred to FWC, FWC may do any of the following in relation to a dispute under this procedure:

(i) Inform itself in any manner that it thinks appropriate provided that each party is afforded an opportunity to make submissions on material that FWC proposes to consider when making a decision;

(ii) Take evidence on oath or affirmation;

(iii) Give directions orally or in writing in the course of, or for the purposes of, procedural matters relating to the proceeding;

(iv) Vary or revoke a direction or decision of FWC;

(v) Dismiss a dispute or part of a dispute on the ground:

1. that the dispute, or the part of the dispute, is trivial; or

2. that further proceedings in relation to the dispute are not necessary or desirable in the public interest.

(vi) Determine the proceeding in the absence of a person who has been summoned or served with a notice to appear;

(vii) Sit at any place;

(viii) Conduct the proceeding, or any part of the proceeding, in private;

(ix) Adjudicate the proceeding to any time and place;

(x) Refer any matter to an expert and accept the expert's report as evidence provided that each party is afforded an opportunity to make submissions on any report that FWC proposes to consider when making a decision;

(xi) Allow the amendment, on any terms that it thinks appropriate, of any application or other document relating to the proceeding;

(xii) Correct, amend or waive any error, defect or irregularity whether in substance or form;

(xiii) Give directions as to the appointment of an expert or dependent on the party's ability to pay;

(xiv) Compel the production before it of documents and other things that are essential for FWC to determine the proceeding;

(xv) Make interim decisions, including urgent interim decisions but only where:

1. each party to the dispute is afforded an opportunity to make submissions about whether FWC should make an interim decision;

2. the applicant has demonstrated a seriously arguable case; and

3. the balance of convenience favours the making of an interim decision.

(xvi) Make a final decision in respect of the matter to which the proceeding relates.

3.1.7.2 FWC Evidence Powers

(a) FWC may, in writing, authorise a person (including a member of FWC) to take evidence on its behalf, with any limitations as FWC directs, in relation to the proceeding, and the person has all the powers of FWC to secure:

(i) The attendance of witnesses; and

(ii) The production of documents and things; and

(iii) The taking of evidence on oath or affirmation.

3.1.7.3 FWA Provisions

The parties agree that Section 594 of the Fair Work Act 2009 will apply to any dispute heard by FWC under this procedure.

3.1.8 Decision Binding and Final

The parties agree that if a matter is referred to FWC, FWC decision on the matter will be final and will be accepted and complied with by all parties concerned subject to any appeal to the Full Bench of FWC or otherwise in accordance with the law.

3.1.9 Other Requirements

(a) Timing:

(i) Stages One and Two of the formal resolution process will normally take four (4) working days.

(ii) Stages One to Four of the formal resolution process will normally occur within ten (10) working days.

(iii) Either party may progress the dispute from the informal process to the formal process and from one stage of the formal process to the next, once there has been a reasonable opportunity to resolve the problem at the relevant stage. However, the parties acknowledge that urgent disputes may need to be progressed more rapidly than the normal timing referred to in this sub-clause.

(b) Normal Work During Dispute Resolution:

An employee must continue to work normally during the processing of a dispute under this Dispute Settlement Procedure.

(c) Reporting:

Human Resources in each location will be responsible for maintaining completed records of all Dispute Report forms and will, quarterly, prepare a report reviewing procedural activity in the previous three (3) months.

Official Version
(d) Notes:
The parties agree that no industrial action will occur while a dispute is being handled, and no party will be disadvantaged as to the final settlement by continuing to work in accordance with this procedure.

3.1.10 National Employment Standards (NES)
This Dispute Procedure will also apply with regard to the NES s186(6)(a) of the Act.

3.2 Code of Conduct
3.2.1 Preamble
(a) A fundamental prerequisite to the continuity of work and Dispute Settlement Procedure is the need for there to be healthy working relationships between Site supervision/management, employees and union delegates. It is only through healthy working relationships and the quality of daily association with fellow employees that we can hope to work jointly and positively in implementing the changes necessary for achieving our goals of international competitiveness, employment and income security. In particular the actions and relationships of both supervision and union delegates must focus on these goals.

(b) The Company accepts that to assist in creating this focus there must be regular and continuously improving consultative opportunities for and between Site supervisors/management and union delegates.

(c) To support this consultation and the information sharing inherent in it, the Company will in consultation with the union conduct training for union delegates and Site supervisors that will enable them to better understand the Company and industry structure and the business decision making processes.

(d) Combined with improved consultation and training it is also important that all parties behave and conduct themselves in a respectful and courteous manner when dealing with one another.

(e) In order to achieve this level of conduct the parties have agreed to the following.

3.2.2 Principles
(a) Supervisors have a legitimate and important role which they must carry out responsibly. To do this they must:
   (i) Conduct themselves in a proper and dignified manner.
   (ii) Be given the opportunity to correct problems/issues in their work area with the confidence that normal work will continue whilst the problem/issue is being resolved.
   (iii) Manage their areas responsibly and consistent with all agreements between the parties and quality and productivity objectives.
   (iv) Attend all meetings associated with the implementation of this Agreement.
   (v) Further to these principles it is agreed that supervisors will be able to use the Dispute Settlement Procedure (apart from when disciplinary action is necessary) to assist them in carrying out their responsibilities.

(b) Equally the parties agree that union delegates have a legitimate role which they must carry out responsibly. To do this they must:
   (i) Conduct themselves in a proper and dignified manner.
   (ii) Consistent with operating requirements and the nature of the concern union delegates will be given a reasonable amount of time to address employee concerns.
   (iii) Give supervision reasonable time to resolve problems before progressing to the next level of the Dispute Settlement Procedure.
   (iv) Accept, as with all other employees, they have important daily work responsibilities which must be performed.
   (v) Attend all meetings associated with the implementation of this Agreement.

3.2.3 Application of Principles
(a) These principles will apply consistently across all of the Company’s operations.

(b) Further it is agreed by the parties that for practical reasons relating to the nature of the operation, the shift and the availability of appropriate people etc. it may be necessary for local procedures to be developed consistent with these principles.

3.3 Behaviour at Work Agreement
3.3.1 Preamble
The Company employs large numbers of people who work in a wide variety of complicated industrial processes. If working conditions are to be safe and if the business is to continue to operate successfully, everybody needs to work within certain rules. In any community, whether at work or outside of work, we must make sure such rules are responsibly observed. Therefore employees need to understand what their responsibilities are to the rules, policies and procedures within the Company and what can happen if these responsibilities are not met. It is the Company’s responsibility to maintain discipline and to act when breaches of the rules, policies and procedures occur. At the same time, the rights and interests of each employee must be protected. Thus it is also important to have an effective means of settling any problems that arise from disciplinary breaches and to make sure that employees know how it works.

3.3.2 Applying Discipline
(a) The rules which employees have to observe derive from:
   (i) Those contained in employee induction information booklets and those included in periodic employee information updates.
   (ii) Those advised in and related to the local work area.
(b) Employees must also follow:
(i) Authorised instructions from supervision/management; and
(ii) Well established and easily recognised (community) standards of conduct.

c) Any disciplinary action resulting from a breach of these rules will match the seriousness of the offence. Repeated infringements will merit stronger disciplinary action. The ultimate penalty is termination which normally would only be applied following other less severe disciplinary action. However, very serious offences, such as those indicated below, may warrant termination on their own.

(d) An employee accused of a disciplinary offence is entitled to:
(i) Be informed of the evidence against him/her.
(ii) Be given every opportunity to present his/her case for consideration before disciplinary action is taken.
(iii) Be represented by a union delegate.

(e) When it appears that a disciplinary offence has taken place the following will apply:
(i) The employee will be informed of the nature of the alleged offence and advised of the relevant evidence and of his/her right to request the assistance of a union delegate.
(ii) Following full investigation and careful consideration of the evidence and the employee's defence, disciplinary action, if any will be decided upon. Disciplinary action will normally consist of one of the penalties listed under Types of Disciplinary Action below.

(f) Generally employees will not be dismissed for a first offence except for instances of neglect of duty and/or gross misconduct. Instances of gross misconduct which could render employees liable to dismissal are:
(i) Theft and dishonesty.
(ii) Smoking in restricted areas.
(iii) Fighting on Company premises.
(iv) Deliberately clocking another's clock card.
(v) Wilfully damaging or tampering with Company property.
(vi) The distribution or possession or use of drugs on Company premises for non-medically prescribed purposes.
(vii) The unauthorised distribution, possession or use of alcohol on Company premises.
(viii) Gambling.
(ix) Wilfully endangering others.
(x) Threatening to cause harm to others.
(xi) All other equally serious offences.

(g) In cases where it is decided that the employee is not to be disciplined as a result of the formal discussion, all records about the alleged offence will be destroyed.

(h) Disciplinary matters will be dealt with promptly while allowing enough time to ensure the facts are established and given careful consideration.

3.3.3 Types of Disciplinary Action
(a) As part of his/her day to day responsibilities a supervisor may provide feedback and comment on an employee’s performance outside of the procedure set out in this Agreement.

(b) Formal disciplinary action and minimum authority levels for such action will normally be in accordance with one of the following:
(i) Recorded verbal warning: Supervisor.
(ii) Written warning: Supervisor.
(iii) Suspension without pay: Superintendent.
(iv) Termination: Area Manager or Functional Manager.

(c) Disciplinary action can be categorised as follows:
(i) Absenteeism: this will continue to be handled in accordance with the Attendance Guidelines.
(ii) Work performance: this will include, for example, neglect of duty, inefficiency etc.
(iii) Misconduct: this will include for example fighting, horseplay etc.

(d) Where work performance and misconduct occurs the formal disciplinary action described in Types of Disciplinary Action will apply.

(e) In cases of a recorded verbal warning the employee will be told formally that the warning will be entered on his/her employment record.

(f) In cases of a written warning or suspension, confirmation will be given to the employee and his/her union delegate in writing.

(g) Where discipline has occurred in response to a number of separate and different events the following progressive table will apply separately to the disciplinary categories of work performance and misconduct:
(i) Two (2) verbal warnings (which will be recorded) equals one (1) written warning.
(ii) Two (2) written warnings equal suspension without pay for a minimum of two (2) working shifts and up to ten (10) working shifts.
(iii) Any further warning following a suspension will normally result in termination.
(h) Previous discipline will be disregarded in accordance with the following:

(i) Verbal warning: after one (1) year.
(ii) Written warning: after two (2) years.
(iii) Suspension: after three (3) years.

3.3.4 Appeals Against Disciplinary Action
(a) An employee has the right of appeal against a disciplinary decision/ action through the Dispute Settlement Procedure.
(b) Where disciplinary action involving summary dismissal is to take place, the dismissal may be delayed up to three (3) working days before becoming effective, providing a request is received from an official of the union. If it is agreed to delay the summary dismissal, the employee will receive his/her normal pay for the working time involved. An appeal against summary dismissal will be handled by the Area Manager or Functional Manager who authorised the termination.

3.4 Attendance Guidelines
3.4.1 Principles
(a) Employees recognise that absenteeism has a harmful impact on employee morale, product quality, costs and efficiency, and therefore, improving attendance is an important element of future job security.

(b) Core concepts of the Attendance Guidelines are:

(i) All employees recognise the critical importance of attendance.
(ii) All employees have a contractual obligation to attend work.
(iii) All employees recognise that although absenteeism cannot be entirely eliminated, current absenteeism trends are too high and must be reduced over the life of this Agreement.
(iv) The approach reflected in these guidelines is to ensure appropriate protection for employees suffering genuine illness while providing a process for dealing with employees who breach acceptable standards of attendance.
(v) In particular, the focus of the Attendance Guidelines is on dealing with chronic absence from work.
(vi) Supervisors and union delegates will work together to support the Attendance Guidelines.

(c) The following structures and guidelines will be used to assist in pro-actively addressing attendance issues.

3.4.2 Attendance Management
Site Consultative Committees and Area Consultative Committees will review, develop and implement solutions for attendance related issues. Issues that are identified will be integrated into established committee agendas.

3.4.3 Attendance Improvement Guidelines
To reduce the levels of absenteeism, the Company, with the involvement of union delegates, will apply these Attendance Guidelines in instances where employees breach standards of acceptable attendance.

3.4.4 Occasions
(a) An unplanned and unauthorised full day absence from work will be deemed to be an occasion.
(b) The provision of acceptable evidence, usually a medical certificate, for a personal illness or injury absence will exclude an employee from the application of these Attendance Guidelines.
(c) The number of occasions is cumulative for the purposes of applying the Attendance Guidelines.
(d) Chronic lateness to work and chronic early departures from work will be managed through the Behaviour at Work Agreement.
(e) Neglect of duty will also be managed through the Behaviour at Work Agreement.

3.4.5 Personal/Carer’s Leave
(a) Employees will accrue ten (10) days personal/carer’s leave per year.
(b) Personal/carer’s leave accrues on a pro rata basis and is credited progressively in accordance with the Fair Work Act 2009.
(c) Paid personal/carer’s leave is cumulative.

3.4.6 Notification of Absence
(a) An employee can access paid personal/carer’s leave, where an entitlement exists, on each occasion of personal illness or injury related absence or to care for a relative (as defined) or a member of the employee's household, where they have:

(i) Notified the Company in accordance with established practices of their inability to attend work, and
(ii) This notification occurred as soon as reasonably practicable, which should be within the ordinary hours of work on the first day or shift of absence, or if reasonably practicable, notified the Company in advance of their inability to attend work; and
(iii) As far as practicable, stated the estimated duration of the absence.

3.4.7 Payment of Personal/Carer’s Leave Entitlement
(a) To be paid personal/carer’s leave the following will apply:

(i) Acceptable evidence, usually a medical certificate, will be required on each occasion where the employee seeks to access their personal/carer’s leave entitlement except:
(ii) For five (5) days of personal/carer’s leave (except where such leave is taken in more than three (3) consecutive days), such leave will be paid where an entitlement exists notwithstanding that the employee has not provided
acceptable supporting evidence. In such instances, however, the employee will still be subject to the Attendance Guideline process.

(b) Personal/carer’s leave is paid at the regular rate.

(c) Employees in receipt of a shift premium will receive this premium on personal/carer’s leave used.

(d) In unforeseen circumstances employees will be able to retrospectively claim for an entitlement (RDO, annual leave, long service leave) for a day of absence where no acceptable evidence is provided and/or an entitlement to personal/carer’s leave does not exist. Under such circumstances retrospective entitlement claims must be approved at Superintendent or Business Unit Leader level of authorization or, in the absence of such authorization being available, the employee’s immediate supervisor. Such circumstances will not constitute occasions for the purposes of these Attendance Guidelines.

3.4.8 Acceptable Evidence for Claiming Personal/Carer’s Leave
(a) Acceptable evidence is:
(i) A medical certificate from a registered health practitioner, if it is reasonably practicable to do so; or
(ii) A statutory declaration made by the employee, if it is not reasonably practicable for the employee to provide a medical certificate.

(b) The medical certificate must include a statement to the effect that in the opinion of the registered health practitioner, the employee was, is, or will be unfit for work during the period because of a personal illness or injury. Where it is not reasonably practicable to provide a medical certificate, a statutory declaration stating the employee was, is, or will be unfit for work during the period because of a personal illness or injury will be required.

3.4.9 Registered Health Practitioner
(a) The following is a list of registered health practitioners which applies in Victoria:
(i) Chiropractor.
(ii) Dentist, dental hygienist, dental therapist, dental prosthetist.
(iii) Medical practitioner.
(iv) Nurse.
(v) Occupational therapist.
(vi) Optometrist.
(vii) Osteopath.
(ix) Pharmacist.
(x) Physiotherapist.
(xi) Podiatrist.
(xii) Psychologist.
(xiii) Chinese Medicine Practitioners (Acupuncturists, Chinese herbal medicine practitioners and Chinese herbal dispensers).

3.4.10 Authorised Absence
(a) The following absences will not constitute an occasion for the purposes of the Attendance Guidelines where leave for the purposes listed below is approved by the Company:
(i) Annual Leave.
(ii) Long Service Leave.
(iii) Approved Overseas Leave.
(iv) Military Training.
(v) Bereavement/Compassionate Leave.
(vi) Jury Duty.
(vii) Accepted WorkCover/Journey Absece.
(viii) Occupational Health and Safety Leave.
(ix) Parental/Maternity Leave.
(x) Approved Education Leave.
(xi) RDO/PDO.
(xii) Emergency Service Leave/Community Services Leave.
(xiii) Approved Personal/Carer’s Leave (includes approved unpaid carer’s leave of up to two days on each occasion).
(xiv) Hospitalisation (in patient).
(xv) Medical Specialist Referral.
(xvi) Union Delegates Training Leave.
(xvii) Health and Safety Representatives Training Leave.
(xviii) Workcover.
(xix) Income Protection.
(xx) Other Approved Leave.

3.4.11 Application of Attendance Guidelines
(a) The involvement of supervisors and union delegates, are critical to the successful management of attendance. As such, all participants will, where practicable, make themselves available to implement these Attendance Guidelines.

(b) Should the relevant required participants be unavailable, authorized proxies or representatives may be nominated to ensure that the Attendance Guidelines are applied in a timely manner. Human Resources provide a
supporting role to assist supervisors and union delegates, where required.

(c) An employee will breach the acceptable standards of attendance, for the purpose of these guidelines where there has been a number of occasions of absence in a twelve (12) month period as follows:

<table>
<thead>
<tr>
<th>Occasions of Absence</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st, 2nd, 3rd and 4th occasion</td>
<td>Informal discussion if required. Each occasion of absence recorded and documented. (While Stages 1-5 will not appear on an employee's record such absences will, for the purposes of these Attendance Guidelines, constitute occasions where acceptable evidence, usually a medical certificate, is not provided).</td>
</tr>
<tr>
<td>5th occasion</td>
<td>Counselling. A Supervisor and, if requested by an employee, a union delegate. Voluntary EAP available to employee.</td>
</tr>
<tr>
<td>6th occasion</td>
<td>First Warning. A Supervisor and, if requested by an employee, a union delegate. Voluntary EAP available to employee.</td>
</tr>
<tr>
<td>7th occasion</td>
<td>Final Warning. A Supervisor and, if requested by an employee, a union delegate. Voluntary EAP available to employee.</td>
</tr>
<tr>
<td>8th occasion</td>
<td>2 Day Unpaid Suspension. A Superintendent/Business Unit Leader and, if requested by an employee, a union delegate and Human Resources.</td>
</tr>
<tr>
<td>9th occasion</td>
<td>5 Day Unpaid Suspension. Area Manager and, if requested by an employee, a union delegate and Human Resources.</td>
</tr>
<tr>
<td>10th occasion in 12 months</td>
<td>Employee Terminated. Area Manager and, if requested by an employee, a union delegate and Human Resources.</td>
</tr>
</tbody>
</table>

Note: The provision of acceptable evidence, usually a medical certificate, for a personal illness or injury absence will exclude an employee from the Attendance Guidelines process.
Part 4
4.0 Employer and Employee Duties, Employment Relationship and Related Matters

4.1 Contract of Employment
(a) Engineering, supervisory, technical, and clerical employees are employed on a monthly basis.
(b) All employees other than casuals will have a six (6) month probation period before ongoing employment is confirmed. During this period an employee will be counselled as to his/her performance and if required, measures necessary to improve performance.
(c) An employee will lose pay for the non-attendance at work, except for paid leave specified in Part 7.
(d) An employee will work to the level of their skill and competence and co-operate in maintaining their requisite level of skills and knowledge.

4.2 Employment Categories
4.2.1 Non Traditional Forms of Employment
(a) In considering the use of non traditional forms of employment, the parties are jointly committed to growing the Company and full time employment opportunities. The use of fixed term, part time or supplementary labour will not be used to erode full time employment opportunities or replace full time positions. The Quarterly Consultative Committee will examine and confirm that all proposals to add fixed term, part time or supplementary labour are consistent with this Agreement.
(b) These forms of non traditional employment will be the only forms of non traditional employment to apply to employees in the operational life of this Agreement and will apply to the exclusion of the existing casual (clause 4.2.4), part time (clause 4.2.5) and temporary (clause 4.2.7) provisions.

4.2.2 Fixed Term Employment
(a) This provision is intended to clarify the arrangements covering the use of fixed term employment:
   (i) In Product Development and the Ford Customer Service Division, fixed term employment will be used to cover new model programs (PD), secured new business (FCSD), new model launches, short term needs and to provide coverage for leave.
   (ii) In Manufacturing, fixed term employment will be used to cover new model launches, short term needs and to provide coverage for leave.
(b) Fixed term appointments will be for a period of not less than two (2) weeks and not more than three (3) months in the first instance. Should an employee be offered either a contract of fixed term employment beyond the initial three months or be offered employment on a permanent basis, the initial three month period of fixed term employment will be deemed to have satisfied the required probationary period described elsewhere in this Agreement.
(c) Further periods of employment may be offered when a business need is established and the Site Consultative Committee (SCC) confirms. These further periods may extend up to a maximum of twelve (12) months in Manufacturing and up to a maximum of twenty four (24) months in Product Development and the Ford Customer Service Division.
(d) The SCC commits to not unreasonably withhold confirmation to offer further periods of fixed term employment, up to the maximum periods above, where consistent with this Agreement. A review of these arrangements by the SCC will occur on a three monthly basis up to the twelve (12) month maximum in Manufacturing and the twenty four (24) month maximum in Product Development and the Ford Customer Service Division.
   (i) In Manufacturing, this review will be conducted in the context of clause 10.3 Labour Levels-Non Trade Vehicle Division.
   (ii) In Ford Customer Service Division, this review will be based on a required to operate number (non trade Vehicle Division).
   (iii) In Product Development, this review will be based on total program requirements, which may vary according to the composition of the various programs being undertaken.
(e) Within two (2) weeks of commencing fixed term employment, an employee will complete the recognition of competence process and will be classified at the appropriate entry level of either the non trade or trade classification structure.
(f) A fixed term employee will be employed on a permanent basis when the Company extends the fixed employment period beyond twelve (12) months in Manufacturing and beyond twenty four (24) months in Product Development and the Ford Customer Service Division.
(g) The maximum period of twelve (12) months or twenty four (24) months, as the case maybe, will be determined as any continuous or broken period of fixed term employment provided that a break in a contract of fixed term employment is no longer than two (2) months. Any breaks will not be used to calculate the total period of service.
(h) A fixed term employee in Product Development and the Ford Customer Service Division can be terminated prior to the expiration of their contract with four (4) weeks’ notice.
(i) Any dispute in relation to the application of this clause shall be resolved through the Dispute Settlement Procedure.
4.2.3 This clause has been intentionally left blank

4.2.4 Casual Employment
(a) A casual employee is to be one engaged and paid as such.

(b) The maximum continuous period a casual employee may work on a full-time basis is one (1) month. The employee becomes employed on a weekly basis when the period extends beyond one (1) month.

(c) A casual employee will be paid per hour worked one thirty-eighth of the weekly rate prescribed by this Agreement for the work performed plus twenty five (25) per cent.

(d) Casual employees will be entitled to a minimum of three (3) hours work at the appropriate rate for each engagement.

4.2.5 Part Time Employment
(a) Preamble
   (i) The Company may engage part time employees to cater for situations such as: peak workloads; work required to be performed on a regular basis but less than full time; specific short time employment assignments; or sporadic work requirements.
   (ii) No full time employee will be dismissed to make way for a part time employee.

(b) Pay and Pro Rata Entitlements
   (i) A part time employee will be paid on a pro rata basis to reflect the reduced working arrangements.
   (ii) An employee working part time will accrue entitlements on a pro rata basis.
   (iii) Any termination entitlements payable to an employee will be paid at the rate at which they were accrued.
   (iv) A part time employee will be rostered for a minimum of three (3) consecutive hours on any shift.

(c) Annual Leave
   (i) Annual leave is taken and paid at the rate at which it was accrued, eg. leave accrued whilst working part time will, when taken, be paid at the part time rate, even if the employee is no longer working part time.
   (ii) With the agreement of the Company, the employee may convert annual leave accrued at the part time rate to the full time rate. For example, an employee working 50% of the ordinary hours for a full year who has an entitlement to twenty (20) days leave at the 50% rate, may wish to convert the twenty (20) days to ten (10) days at the full time rate.

4.2.6 This clause has been intentionally left blank

4.2.7 Temporary Employment
(a) The Company may engage temporary employees for a continuous period up to twelve (12) months to cater for situations such as:
   (i) Peak workloads.
   (ii) Work required to be performed on a regular basis but less than on a full time basis.
   (iii) Specific short time employment assignments.
   (iv) Sporadic work requirements.

(b) A temporary employee may be terminated at the Company's discretion, whether at the end of twelve (12) months or otherwise.

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

(d) A temporary employee becomes employed on a monthly basis (engineering, supervisory, technical and clerical) when the employment period extends beyond twelve (12) months.

4.2.8 This clause has been intentionally left blank

4.2.9 This clause has been intentionally left blank

4.3 Abandonment of Employment
(a) An employee with less than three (3) months' service will be considered to have abandoned his or her employment if he or she is absent from duty without showing reasonable cause within three (3) consecutive working days of his or her last attendance or notification of absence.

(b) The absence of any other employee from work for a continuous period greater than three (3) working days without the agreement of the Company and without notification will be initial evidence that they have abandoned their employment. The employee will be considered to have abandoned his or her employment if, within a period of fourteen (14) days from his or her last attendance at work or the date of his or hers last notified absence, he or she has not established to the satisfaction of the Company reasonable cause for the absence.

(c) Termination of employment by abandonment will operate from the date of the last attendance at work or the last days absence where consent was granted, or the date of the last absence was notified, whichever is later.
4.4 Termination of Employment
(a) Where employment is terminated at the initiation of the employee (engineering, supervisory, technical and clerical), the employee will provide four (4) weeks' notice or forfeit four (4) weeks wages when terminating.

(b) The notice period when the Company terminates employment will be:
(i) Less than 3 years: two (2) weeks.
(ii) 3 years or more but less than 5 years: three (3) weeks.
(iii) 5 years and over: four (4) weeks.
(iv) For Engineering, supervisory, technical and clerical employees four (4) weeks' notice.
(v) Or by the payment of the equivalent weeks' wages.

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

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

(e) Notice is not required when the Company dismisses an employee for serious misconduct. Wages will only be paid up to the time of dismissal.

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

(g) An employee may request and be granted leave of absence without pay for up to one (1) day to look for alternative employment when the Company has given notice.

4.5 Payment of Salaries
(a) Engineering, supervisory, technical and clerical employees will be paid on a monthly basis. Payment will be made by electronic funds transfer.

(b) The Company may pay employees any salary adjustments and termination pay via electronic fund transfer.

(c) The Company may deduct any amount authorised in writing by an employee for a lawful purpose.

(d) The Company will provide a payslip to every employee each pay period.

(e) Upon termination of employment, normal salary due to an employee will be paid in the next monthly pay period. Termination pay due to an employee will be paid the Friday following the payment of normal wages.

(f) Payment of overtime for employees worked within the pay period prior to pay day will be paid in the next monthly pay period.

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

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

4.7 This clause has been intentionally left blank

4.8 This clause has been intentionally left blank

4.9 Emergency Provisions
(a) An interference means a restriction or rationing of electric energy and/or gas and/or emergency disconnection in accordance with appropriate orders or regulations that affects the Company.

(b) The Company may deduct from the wages of an employee payment for any part of the day or shift the employee cannot be usefully employed because of an interference except:
(i) if the Company requires the employee to attend work but is not able to usefully employ them, the employee will be paid for two (2) hours work;
(ii) Where the employee commences work they will be paid for four (4) hours work;
(iii) These conditions do not apply to an apprentice.

(c) A day worker who is required to perform some or all their regular hours of work at any time other than on a Sunday will be paid:
(i) For work performed on Monday to Friday from 6:00am to 6:00pm and on Saturday from 7:00am to noon- regular rate.
(ii) For work performed between noon and midnight on a Saturday-regular rate plus 25 per cent.
(iii) For work performed at all other times other than a Sunday-regular rate plus 10 per cent.

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(iv) An employee required to commence work between 9:30pm and 6:00am will receive an additional $7.00 per shift.

d) A shift worker who is required to perform their regular hours of work at any time other than on a Sunday will be paid:
   (i) For day work or day shift work-regular rate.
   (ii) For work performed between noon and midnight on a Saturday-regular rate plus 25 per cent.
   (iii) For afternoon and night shifts-regular rate plus 10 per cent.
   (iv) A shift worker required to commence work between 9:30pm and 6:00am will receive an additional $7.00 per shift.
   (v) An employee who was a shift worker on afternoon and night shifts at the date of the interference and who continues to work on these shifts will not have their shift premiums reduced as a result of these provisions.

(e) The Company may alter the time a meal break is taken and/or the duration in order to avoid or mitigate the effects of the interference, if the commencing time of the meal break is within one (1) hour of the usual time and it is at least twenty (20) minutes in duration, without being liable to pay penalty rates for work done during the normal meal breaks. The Company will whenever practicable, consult with the relevant union delegates before altering meal breaks.

4.10 Redundancy

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

4.11 Deployment of Employment Numbers

(a) The Company is committed to identifying and facilitating redeployment opportunities in instances where the introduction of continuous improvement situations and other circumstances result in an elimination of work. Circumstances may arise where redeployment is not appropriate or cannot be managed and a reduction in employment strength becomes unavoidable. The parties agree that there needs to be a process to manage such occasions.

(b) The parties agree that two (2) different types of separation might eventuate in the workplace. These are listed below.

4.12 Voluntary Separation

(a) Arising as a consequence of either changed market conditions, a substantial capital investment or process/facility redesign, the forecast employment strength of an operation may exceed the actual employment requirements of that operation. Should this eventuate, the Company may consider it necessary to manage this situation utilising a voluntary separation program.

(b) Where the number of effected employees at a site (eg. Broadmeadows/Geelong) is expected to exceed fifteen (15) in any quarter, the Company will provide prior notification to the relevant unions.

(c) The objective of this notification is to enable an opportunity for the parties to identify alternatives which might avert the need for a separation program. The minimum notice to the relevant unions of the potential need for a voluntary separation program will be ten (10) working days.

(d) The Company will review with union delegates and the union the reasons why a separation program is being considered and quantify the nature of the program envisaged.

(e) Local Management will confer with union delegates to appraise them of the necessity to initiate such actions.

(f) Further, the Company has an obligation to:
   (i) Notify affected employees of the decision to introduce major change and the effects the changes are likely to have upon them;
   (ii) Consider and respond to any matters raised by effected employees which may avert or mitigate the adverse effects of such changes.

(g) Prior to processing any individual Voluntary Separation application, local management will confer with union delegates. This will involve:
   (i) Reviewing the reasons for the potential action.
   (ii) Examining training and redeployment alternatives.
   (iii) Union delegates will be provided with the capacity to recommend employees for VSP on compassionate grounds. These arrangements will require the approval of the Site Manager.

(h) In considering any voluntary separation action, the Company will be required to concur with the relevant that there is no necessity for an adjustment to employment strength resulting from any voluntary separation(s). In all instances the parties will ensure that there is adherence to the Equal Employment Opportunity principles.

(i) The Company will provide the relevant unions with an update of the number of voluntary separation actions initiated each month. On a quarterly basis the relevant unions may initiate a review of the number of voluntary separation actions with the Company.

(j) In the event of the requirement to run a voluntary separation program, employees will be provided with a minimum two (2) week application period during which to consider the submission of an application for a voluntary separation package. Having submitted a VSP application during this period, an employee may withdraw their application before the date on which applications close.

(k) In the event that the Company, for business and/or operational reasons, requests that an employee separate from the Company on an agreed date beyond an employee’s original separation date, an employee may on the establishment of compassionate
grounds, request the withdrawal of their VSP application. Such requests will require the approval of the relevant functional Vice President and the Human Resources Vice President.

4.13 Voluntary Separation Package

The following comprises the voluntary separation package:

(a) Notice and Severance Payment

(i) Either a payment capped at 75 weeks’ pay (excluding notice) comprising:

(1) 3.1 weeks severance payment per year of continuous service and
(2) Four (4) weeks’ notice which will be paid in lieu.

Or

(ii) An uncapped payment of:

(1) Two (2) weeks per year of service and
(2) Two (2) weeks’ notice which will be paid in lieu.

(iii) Option 1 or 2 whichever is greater.

(iv) For the purpose of the avoidance of doubt, the Company will provide employees with redundancy pay in accordance with the National Employment Standards under the Fair Work Act 2009 (Cth) or this Agreement, whichever entitlement is greater.

(b) Superannuation (Ford Defined Benefit Fund)

2 x member contributions + interest or if aged 65 and over, a retirement benefit (as defined).

(c) Personal/Carer’s Leave

Payment of the balance of eligible unused personal/carer’s leave accrual (to a maximum of 10 days per year) since July 1995 (capped at 125 days). This applies only to employees in the sick leave payout on termination scheme.

(d) Accrued Annual Leave

Payment of leave loading on accrued annual leave.

(e) Long Service Leave

Payment of pro rata long service leave after five (5) years’ continuous service.

(f) Shift Premiums

The inclusion of shift premiums for the purposes of the notice period and severance payments (for shift employees). Employees will be required to work on the shift for a minimum period of six (6) months before shift premiums apply to voluntary separation.

(g) Purchase of Parts/Vehicles

Access to the Company discount on new/used vehicles and parts for an employee and their eligible family members will continue for a nine (9) month period following the date of separation.

(h) Financial Advice

(i) External Financial Management counselling up to the value of $500.00 by the relevant unions’ approved provider.

(ii) Prior to submitting a signed application for a VSP employees may elect to access the approved provider of financial planning counselling.

(i) Outplacement Services

(i) Outplacement services to the value of $1000.00 by the relevant unions’ approved provider.

(ii) Outplacement services with the approved provider are only available to employees following the approval by the Company of an employee’s VSP application.

(j) Employee Assistance Program (EAP)

EAP counselling services where requested.

4.14 Compulsory Redundancy

(a) Prior to implementing a compulsory redundancy program, it is agreed that in the first instance the Company will separate employees on a voluntary basis subject to ongoing skill, knowledge and competency requirements.

(b) It is agreed between the parties that the terms as described in Clause 4.16.2 (a-o) will apply in the event of a compulsory redundancy program.

4.15 Sale of Business

(a) In the event of a potential sale of business occurring, prior to any sale, the Company will initiate discussions with the relevant Federal/State union officials, senior union delegates and employees regarding the potential sale.

4.16 Plant Closure Separation Terms

4.16.1 Preamble

(a) Should the Company make a decision that directly effects employment through the closure of a Plant(s), affected employees will be eligible for the separation provisions detailed below.

(b) These separation provisions apply to the closure of a Plant(s) only and do not apply to volume related market changes or technological changes that may lead to a down balance and/or restructure and/or outsourcing.
(c) For the purposes of this clause, 'Plant' is defined as Product Development, the Proving Ground and the Ford Customer Service Division (FCSD).

4.16.2 Plant Closure Separation Terms

Employees confirmed for separation as a consequence of a closure of a Plant(s) will be entitled to the following:

(a) Notice Period
Four (4) weeks' notice (including shift premiums where applicable).

(b) Severance Payment
Four (4) weeks per year of completed continuous service (including shift premiums where applicable).

(c) Cap
Severance payment capped at ninety (90) weeks excluding notice period.

(d) Closure Payment
One (1) week per year of completed continuous service uncapped and excluding payment of shift premium.

(e) Higher Duties
Where an hourly employee is undertaking higher duties (NWGL and/or 3A and/or training instructor) at the time of separation and has been undertaking those higher duties for a minimum continuous period of six (6) months at the date of separation, the appropriate higher duties rate of pay will be included on notice period and severance payments.

(f) Shift Premiums
Where an employee was on shift at the time of the Plant closure announcement for a minimum continuous period of six (6) months or is on shift for a minimum continuous period of six (6) months prior to the date of separation, the appropriate shift premium will be included on notice period and severance payments.

(g) Long Service Leave
Pro rata payment of long service leave after five (5) years' service.

(h) Annual Leave
Payment of unused annual leave including leave loading.

(i) Sick Leave
For employees in the Sick Leave Payout on Termination Scheme, payment of eligible unused sick leave accruals (to a maximum of ten days per year) since July 1995 (capped at 125 days).

(j) Tax Issues
Where practicable and consistent with standard practice, any separation payments will be provided in the most tax effective manner.

(k) Vehicle Purchase
For employees who do not meet the eligibility requirements for life-time membership of the Company's Privilege Club employee vehicle purchase parts scheme, eligibility will continue for a period of twenty four (24) months following the employee's date of separation.

(l) Financial Planning Services
External financial management counselling up to the value of $500.00 by the relevant unions' approved provider. Prior to submitting a signed application for a VSP employees may elect to access the approved provider of financial planning counselling.

(m) Outplacement Services
Outplacement services to the value of $1000.00 by the relevant unions' approved provider. Outplacement services with the approved provider are only available to employees following the approval by the Company of an employee's VSP application.

(n) Time Off to Seek Employment
(i) Employees confirmed for separation will be provided with reasonable time off work (usually up to three hours) for attendance at each job interview.
(ii) Time off work to attend job interviews will require the prior approval of the Company.
(iii) In order for time off work to be approved an employee must present satisfactory evidence of attendance at the job interview.
(iv) Attendance for job interviews must not interfere with operational requirements.

(o) Superannuation
(i) Employees who are members of Ford superannuation funds will be bound by the product disclosure statements of those funds.
(ii) Employees who have exercised choice or who are members of MTAA or STA (Australian Super) will be bound by the rules of those funds.
(p) **Performance Based Retention Bonus**

(i) Hourly and general salary roll employees who remain with the Company until their confirmed date of separation will, subject to the achievement of Company determined quality performance objectives, receive a pro rata payment of up to $1750.

(ii) Hourly and general salary roll employees who remain with the Company until their confirmed date of separation will, subject to the achievement of Company determined schedule performance objectives, receive a pro rata payment of up to $1750.

(iii) Shift premiums will not apply to these performance payments.
Part 5
5.0 Wage Rates and Classifications

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

5.1.1 Salaried Employees Minimum Salary
(a) The classifications included below are consolidated from previous Structural Efficiency (SEP) Agreements and the Ford Motor Company (Vehicle Industry) Consolidated Award 1998. Actual salaries are determined by Ford salary grades and salary ranges which are independent of these classifications and may be varied from time to time at the discretion of the Company. For the purposes of this Agreement, in order to provide a link between these classifications and the Ford grades applied in administering authorised salary positions under the Ford Salary Ranges, indicative Ford grades have been assigned to each classification.

(b) No salaried employee will fall below the relevant salary grade minimum in the Ford Australia Salary Ranges.

(c) The Ford Salary Ranges are reviewed on an annual basis and adjusted by Human Resources in line with market conditions to maintain competitiveness with other leading companies in Australia, not negotiated EBA increases. Market rate adjustments are based on survey data gathered by independent consultants (eg. Mercer Consulting). When adjusting the Ford Australia Salary Ranges, if the market rate increases fall below the guaranteed component of the EBA outcome (ie. 50% of the EBA outcome), then the Ford Salary Ranges will be adjusted by the guaranteed component of the EBA outcome.

(d) All salaried employees will be given written notification of their salary grade within two (2) weeks of their being engaged by the Company or being promoted. The Ford Salary Ranges for salary grade positions are accessible to all salaried employees and will be published on the intranet.

5.1.2 Supervisory Employees
(a) Classifications
The salary grade minimums set in the Ford Salary Ranges, as at 1 October 2018, are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary Grade</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Supervisor (Non Trade)</td>
<td>Salary Grade 5</td>
<td>$65,008</td>
</tr>
<tr>
<td>Level 2 Supervisor (Non Trade) or Supervisor (Trade)</td>
<td>Salary Grade 6</td>
<td>$71,702</td>
</tr>
<tr>
<td>Level 3(b) Senior Supervisor or General Supervisor</td>
<td>Salary Grade 7</td>
<td>$82,455</td>
</tr>
<tr>
<td>Level 3(a) Superintendent</td>
<td>Salary Grade 8</td>
<td>$94,824</td>
</tr>
</tbody>
</table>

(b) Classification Definitions

(i) **Level 1 - Supervisor (Non Trade)**
   (1) An employee at this level is responsible for the supervision of non trade employees. Responsibilities at this level will involve one or any combination of production, line feed, stores, quality or production support functions.
   (2) The recognised formal qualification for a Level 1 Supervisor is a Certificate IV in a relevant discipline.

(ii) **Level 2 - Supervisor (Non Trade) or Supervisor (Trade)**
   (1) An employee at this level is responsible for the supervision of trade and/or non trade employees in the work functions described in level 1. A level 2 supervisor (non trade) will have achieved a higher level of competence through experience and training than a level 1 supervisor.
   (2) A supervisor (trades) is a supervisor with 50% or more direct subordinates who are tradespeople.
   (3) A key consideration in progressing to this level includes completion of a relevant Advanced Diploma/Associate Degree, or demonstrated equivalent competence/experience.

(iii) **Level 3(b) - Senior Supervisor or General Supervisor**
   (1) An employee at this level is responsible for:
   (a) The supervision of level 1 and/or level 2 supervisors; or
   (b) The supervision of level 1 and/or level 2 supervisors and trade/non trade employees; and
   (c) The supervision of trade and/or non trade employees, but in addition, substituting for management as required, carrying out particular planning assignments, providing training and advice to other supervisors, and acting as co-ordinator of unit activities.
   (2) A key consideration in progressing to this level includes completion of a relevant three or four year Degree, or demonstrated equivalent competence/experience.

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

(c) Higher Duties
Higher duties will only apply when a level 1 or 2 employee is required to perform the full range of duties encompassed in a designated level 3 position for four (4) or more weeks.
5.1.3 Technical Employees

(a) Classifications

The salary grade minimums set in the Ford Salary Ranges, as at 1 October 2018, are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary Grade</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Technician</td>
<td>Salary Grade 5</td>
<td>$65,008</td>
</tr>
<tr>
<td>Level 2 Technical Officer</td>
<td>Salary Grade 6</td>
<td>$71,702</td>
</tr>
<tr>
<td>Level 3 Senior Technical Officer</td>
<td>Salary Grade 7</td>
<td>$82,455</td>
</tr>
<tr>
<td>Level 4 Principal Technical Officer</td>
<td>Salary Grade 8</td>
<td>$94,824</td>
</tr>
</tbody>
</table>

(b) Classification Definitions

(i) Level 1 - Technician

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

(2) The recognised formal qualification for a Level 1 Technician is a Certificate IV in a relevant discipline.

(ii) Level 2 - Technical Officer

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

(2) A key consideration in progressing to this level includes completion of a relevant Advanced Diploma/Associate Degree, or demonstrated equivalent competence/experience.

(iii) Level 3 - Senior Technical Officer

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

(2) A key consideration in progressing to this level includes completion of a relevant three or four year Degree, or demonstrated equivalent competence/experience.

(iv) Level 4 - Principal Technical Officer

(1) A level 3 technical employee who has completed additional accredited education and training (which may be, in the case of engineering/science, one year full-time or two years part-time) or equivalent competency, so as to reach a standard equivalent to a four (4) year degree and who is required to perform work at the level set out in level 2 of the professional engineers structure.

(a) Scope of Work

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

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

(iii) Outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other technical staff.

And is either a:

(2) Technical Specialist

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

(b) Devises the problems for which it is necessary to modify established guides.

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

Or a:

(3) Project Manager

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

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

Or a:

(4) Technical Co-ordinator

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

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

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

(d) The employee may:

(i) Undertake particularly complex design or development activity relating to equipment systems or facilities;

(ii) Co-ordinate work programs;

(iii) Manage a varied group of technical employees; or

(iv) Provide technical advice to management and operating departments.
(c) Higher Duties
Higher duties will only apply when a level 1 or 2 employee is required to perform the full range of duties encompassed in a designated level 3 position for four (4) or more weeks.

5.1.4 Clerical Employees
(a) Classifications
The salary grade minimums set in the Ford Salary Ranges as at 1 October 2018, are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary Grade</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Clerk</td>
<td>Salary Grade 3</td>
<td>$55,958</td>
</tr>
<tr>
<td>Level 2 Administrative Clerk</td>
<td>Salary Grade 4</td>
<td>$61,558</td>
</tr>
<tr>
<td>Level 3 Administrative Officer</td>
<td>Salary Grade 5</td>
<td>$65,008</td>
</tr>
</tbody>
</table>

(b) Classification Definitions
(i) **Level 1 - Clerk**
(1) In general, tasks are performed in accordance with developed procedures, or by reference to established guidelines and/or precedents and under direct, regular supervision. Duties include preparation of schedules, the maintenance of data from source documents the processing of accounts, the maintenance of records and statistical summaries involving mathematical competence, ability to input and output from computer terminals within prescribed procedures, the operation of word processing equipment and the preparation of routine correspondence.

(2) The recognised formal qualification for a Level 1 Clerk is completion of Year 12 (eg. VCE).

(ii) **Level 2 - Administrative Clerk**
(1) In general, tasks are performed without the need for close supervision and are more complex than for a Level 1 Clerk, requiring a detailed knowledge and experience of clerical practices and procedures. Duties include the preparation of detailed statistical summaries and reports, minor analysis of financial data in appropriate accounts, minor reconciliations, operating within a computer based environment which requires detailed knowledge of inputting and outputting procedures, non-routine correspondence, providing administrative assistance and guidance and training to other clerical employees.

(2) A key consideration in progressing to this level includes completion of a Certificate IV in Business Studies, or demonstrated equivalent competence/experience.

(iii) **Level 3 - Administrative Officer**
(1) In general, tasks are performed without the need for prior instruction or direct supervision and require the exercise of a high degree of initiative, discretion, and the ability to liaise and negotiate with others. Responsibilities include complex analysis which may be defined broadly in terms of objectives with flexibility as to methods of execution. Duties include the analysis and interpretation of historical data involving costs, material usage and sales, forward projections and the preparation of detailed reports for management. Duties may require the knowledge of financial principles, considerable flexibility in the use of mechanised systems and the co-ordination or training of other clerical employees.

(2) A key consideration in progressing to this level includes completion of an Advanced Diploma/Associate Degree in Business Studies, or demonstrated equivalent competence/experience.

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

5.1.5 Professional Engineers
(a) Classifications
The salary grade minimums set in the Ford Salary Ranges as at 1 October 2018, are as follows:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Salary Grade</th>
<th>Minimum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 Professional Engineer (qualified)</td>
<td>Salary Grade 5</td>
<td>$65,008</td>
</tr>
<tr>
<td>Level 2 Professional Engineer (experienced)</td>
<td>Salary Grade 7</td>
<td>$82,455</td>
</tr>
<tr>
<td>Level 3B Professional Engineer (senior)</td>
<td>Salary Grade 8</td>
<td>$94,824</td>
</tr>
<tr>
<td>Level 3A Professional Engineer (specialist)</td>
<td>Salary Grade 8</td>
<td>$94,824</td>
</tr>
</tbody>
</table>

(b) Classification Definitions
(i) **Level 1 - Qualified Engineer**
(1) Assignments are initially of a limited scope and complexity involving such matters as minor phases of broader assignments; however, with increasing experience can be expected to carry out more responsible and varied engineering assignments, requiring general familiarity with a broad field of engineering and knowledge of reciprocal effects of the work upon other fields. In carrying out these duties the engineer uses a variety of standard engineering methods and techniques in solving problems and progressively can be expected to make modifications to such methods and techniques as appropriate. May assist more senior engineers in carrying out technical tasks requiring accuracy in calculation, completeness of data and adherence to prescribed testing, analysis, design or computation methods. May co-ordinate/supervise the activities of other employees up to this level.

(2) The formal qualification for a Qualified Engineer is completion of a four or five year Degree or equivalent as recognised by the Institution of Engineers, Australia.
5.3 Notice of Classification
(a) All employees covered by this Agreement will be given written notification by the Company of their classification and number of years credited service within that classification within:
(i) Two (2) weeks of being engaged by the Company;
(ii) Two (2) weeks of entering into a classification or a promotion coming within the scope of this Agreement.

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

5.4 Key Structural Efficiency Principles
5.4.1 Integrated Structure
Central to the classification structure is the opportunity for an integrated career path leading, for example, from a production worker through to the trade, supervisory, clerical, technical and engineering classifications with appropriate training and experience. Accordingly the trade and non trade classification structures must be seen as part of an integrated classification/career structure.

5.4.2 This clause has been intentionally been left blank

5.4.3 This clause has been intentionally been left blank

5.4.4 Access to Career Path Principles
The parties agree that the central principle is to give all employees the opportunity to move progressively from one classification level to the next (and from pay point to pay point within a level) and, in so doing, attain and utilize new skills that will make the Company more efficient and internationally competitive organisation. The implementation of this principle will require the parties to positively address technical and attitudinal barriers. Access to training and ensuring equal employment opportunity principles are practiced are recognized as key elements.

5.4.5 Demarcation - General
(a) The classification/career structures described in this Agreement ensure that individual employees will no longer be identified by specific classifications, which describe narrow work organisation methods and demarcations. The description of each classification reflects the training, qualifications and the broader work skills held and exercised as required by each employee at that level.

5.4.6 This clause has been intentionally been left blank

5.4.7 Salaried Employees Performing Manual Tasks
(a) The Company has no intention of replacing the functions currently performed by payroll employees in the performance of their normal manual duties by extending the duties of salaried employees. However, circumstances do arise from time to time where the strict observance of the dividing line between payroll and salaried duties brings neither employee group.
(b) It is agreed between the parties that (apart from acceptable circumstances arising out of practice and precedents as spelt out hereafter) salaried employees may perform manual duties in assisting payroll employees - with the verbal agreement of the particular payroll employee - such as in the performance of heavy/awkward lifting or stock relocation tasks or in the performance of a minor adjustment to equipment to overcome malfunction.

(c) It is understood between the parties that any manual tasks performed by a salaried employee will involve a very limited time period.

(d) The object of this agreement is to avoid needless waste by providing flexibility in payroll/salaried duties where it has not previously existed. Accordingly this agreement in no way amends or diminishes the established practices of salaried supervisors being able to perform manual duties in the course of instructing employees, undertaking special or experimental work in the commissioning of new facilities or development and pilot build of new models, testing new procedures or processes, or in the removal or correction of a safety hazard.

5.4.8 Vacant Positions
Consistent with the objectives of an integrated career structure the Company will advertise internally all positions that are advertised externally. The sole criterion for selection will be that, after taking into account the relevant factors, the most suitable person will be selected.
Part 6
6.0 Hours of Work, Breaks, Overtime, Shift Work, Weekend Work

6.1 Hours of Work - Day Work
6.1.1 Regular Hours of Work
(a) The regular hours of work for all employees will be an average of 38 per week on the basis of 152 hours within a work cycle of four (4) weeks. This represents nineteen (19) eight (8) hour work days and one (1) programmed/rostered day off.

(b) Regular hours will be eight (8) hours per day from Monday to Friday.

6.1.2 Spread of Hours
(a) The regular hours of work will be worked continuously (exclusive of meal breaks) at the discretion of the Company between 6:00am and 6:00pm.

(b) Subject to subclauses 1(b) and (6), (7) and (8) of Appendix B, the spread of hours between 7:00am and 5:30pm may be altered for all or a section of employees by agreement between the Company and union delegates in the work area, or in the absence of agreement, with seven (7) day's notice by the Company to the employees concerned.

(c) On the request of an employee, the seven (7) day notice period may be extended in order for the Company to genuinely consider the effect the variation of the spread of hours may have on an individual employee and their family.

(d) Changes in commencing and finishing times between 6:00am-7:00am and 5:30pm-6:00pm will only be implemented following discussions and agreement with the majority of relevant employees affected and union delegates.

6.1.3 Time Keeping
(a) The Company may select and utilise for time keeping purposes, any proportion of an hour (not exceeding a quarter of an hour) to use in the calculation of working time.

(b) This proportion must be consistently applied when calculating working time of an employee who, without reasonable cause, reports late for work or leaves work early, as well as in the calculation of overtime.

6.2 Shift Work
6.2.1 Hours - Continuous
(a) Continuous work means work carried on with consecutive shifts of employees throughout the twenty four (24) hours of at least six (6) consecutive days without interruption except during breakdowns or meal breaks (if any).

(b) An employee working on continuous work will work up to six (6) shifts per week as may be required, no shift to exceed eight (8) hours inclusive of a twenty (20) minute meal break (if any) nor to be discontinued except for meal breaks (if any).

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

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

6.2.2 Shifts - Other Than Continuous Work Shifts
(a) Regular hours will be worked continuously except for meal breaks at the discretion of the Company.

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

(c) The ordinary hours of work of an employee working on a shift other than continuous shift as defined in paragraph 6.2.1(a) of this clause will be an average of 38 per week to be worked on the basis of 152 hours within a period not exceeding twenty eight (28) consecutive days.

6.2.3 Variation of Working
(a) The method of working shifts may be varied by agreement between the Company and union delegates concerned to suit the circumstances of the operation, or in the absence of agreement, by seven (7) days' notice of alteration given by the Company to the employees concerned.

(b) On the request of an employee, the seven (7) day notice period may be extended in order for the Company to genuinely consider the effect the variation of working shifts may have on an individual employee and their family.

6.2.4 Mid-Week Changes of Shift
(a) The Company may change a shift an employee is working or scheduled to work at any time provided that:
(i) The employee is given one (1) week's notice of the change; or
(ii) The Company and the employee agree to the change and the employee is given a minimum break of eight (8) hours before recommencing work on the new shift.

(b) Where a mid-week change of shift is initiated by the Company an employee will continue to receive their shift payment for the duration of the calendar week in which the change occurs.
6.2.5 Commencing and Finishing Times
Shift rosters will specify the commencing and finishing times of regular hours of the shifts.

6.2.6 Premiums for Shift Workers
(a) Definitions
(i) Afternoon shift means a shift commencing at or before 6:00pm.
(ii) Night shift means a shift commencing after 6:00pm.
(iii) Early morning shift means a shift commencing after 4:00am and before 6:00am.

(b) An employee working on an afternoon shift or night shift other than a continuous work shift:
   (i) Which does not continue for a full week of normal operation will be paid at the rate of time and one-half for each shift;
   (ii) Which has been in operation for a full week will be paid in addition to the regular rate:
       (1) 30 percent for working on night shift only;
       (2) 18 percent for working on alternating night and afternoon shifts;
       (3) 15 percent for the night shift working on alternating day and night shifts;
       (4) 18 percent for working on afternoon shift only;
       (5) 15 percent for the afternoon shift working on alternating day and afternoon shifts;
       (6) 15 percent for the afternoon and night shifts working on alternating day, afternoon and night shifts;
       (7) 15 percent for working on early morning shift only.

(c) The premiums in (2), (3), (5) and (6) of 6.2.6(b)(ii) will be payable only when shifts are changed once in every three weeks otherwise the premiums in (1) and (4) will apply.

(d) An employee other than ERT/CRO, working continuous work shifts on an afternoon or night shift will be paid an additional 15 percent to their regular rate.

(e) An ERT/CRO employee working continuous work shifts on an afternoon or night shift will be paid an additional 20 percent to their regular rate.

(f) The premium to be paid to a shift worker (other than a continuous shift worker) for work performed between midnight on Friday and midnight on Saturday will be time and one-quarter the rate to be in substitution for and not cumulative on the shift premiums in 6.2.6(b).

(g) The premium to be paid to a continuous shift worker for work performed between midnight on Friday and midnight on Saturday will be time and one-half the regular rate to be in substitution for and not cumulative on the shift premiums in 6.2.6(d) and 6.2.6(e).

(h) Where a shift worker’s normal 38 hour roster requires them to work afternoon or night shift on a Saturday, Sunday or public holiday, they will be paid an additional $4.91 for each of these shifts providing they work a complete shift.

(i) Shift premiums stand alone and are not included for any other purposes except as provided in Clause 6.5 of this Agreement.

6.3 Rates for Shift Workers
(a) An employee working on an afternoon or night shift who is required to temporarily transfer to an alternative shift will retain their shift premium for up to one (1) month.

(b) An employee working on day shift who is temporarily transferred to either the afternoon or night shift will receive the appropriate shift premium as defined by this Agreement. The payment of this shift premium will be discontinued when the employee returns to work on the day shift.

6.3.1 Night Shift Workers Sunday Rates of Pay
(a) An employee working on the night shift who is required to undertake Sunday work, will be paid Sunday rates of pay on commencement of the Sunday work on or after 10:45pm on the preceding Saturday night.

(b) Any employee undertaking Saturday work will not receive Sunday rates of pay for work undertaken before 10:45pm on a Saturday or between 10:45pm and midnight on a Saturday.

6.3.2 Shift Premiums for Work Performed into a Public Holiday
(a) Where an employee works a shift which commences on the day preceding a public holiday and terminates on the public holiday, the public holiday rate of pay will apply for all work performed, commencing 12:00 midnight on the public holiday until the conclusion of the shift and the work performed before 12:00 midnight will be paid at the rate of ordinary time and the appropriate shift premium. The public holiday rate for work after 12:00 midnight replaces any shift premium that would ordinarily apply.

(b) In acceptance of the above arrangements, the unions party to this Agreement and their members employed or formerly employed by the Company agree that any liabilities on the Company to make back payments as a consequence of the application of clause 6.26(a)(v) of this Agreement is extinguished and that they will not pursue any claims for back pay in relation to work that was performed on shifts that extended into a public holiday.
6.4 Afternoon and Night Shift Employees - Training Sessions During Dayshift
(a) Where shift employees are required to attend a Company/vendor training course on day shift, which is for more than four hours in duration, the Company will take appropriate steps to ensure that the employee receives a ten (10) hour break.

(b) For Afternoon Shift employees, the duration of the break will be from when the employee finishes work to when the training course commences. Night Shift employees will receive the break from the end of the training course to when their next shift commences.

(c) The start/finish times of the employees and the subsequent training course times will be the responsibility of the local management to ensure the ten (10) hour break is achieved.

(d) This Agreement does not replace the mid-week change of shift provisions, as per this Agreement, nor is it to be confused with the overtime provisions in this Agreement.

6.5 Shift Premiums on Leave
(a) An employee receiving a shift premium will have such shift premium included in his or her payment for leave taken in any of the following circumstances where such leave is taken in accordance with this Agreement:
   (i) Personal/Carer's leave;
   (ii) Bereavement/compassionate leave;
   (iii) The first six (6) weeks of paid maternity leave;
   (iv) Public holidays;
   (v) Jury service leave;
   (vi) Blood donor's leave;
   (vii) Emergency services leave;
   (viii) Military service leave;
   (ix) Long service leave taken whilst employed;
   (x) Union delegates training leave; and
   (xi) Health and Safety Representatives training leave.

6.6 This clause has been intentionally left blank

6.7 This clause has been intentionally left blank

6.8 Alternative Shift Patterns
(a) While the 5 day/38 hour week remains the Company's standard operating pattern, it is acknowledged that there may be efficiencies gained from implementing alternative patterns at specific Company operations. The introduction of any alternative arrangements by the Company will be preceded by a joint Company/union delegates assessment of the proposed pattern. Such a review will give particular consideration to the following:
   (i) Employee and union delegates support and commitment to the proposed pattern.
   (ii) The proposed patterns impact on internal and external suppliers.

(b) Any alternative pattern must retain an average 38 hour work cycle and result in demonstrable efficiencies for the Company's operational performance. The parties acknowledge that any alternative operating patterns adopted may not be appropriate for all Company operations. While employee and union delegates support for any alternative operating pattern are considered crucial, the decision to proceed with the implementation of an alternative shift arrangement will be subject to agreement between the parties.

6.9 This clause has been intentionally left blank

6.10 Implementation of 38 Hour Week
6.10.1 Programmed Day Off (PDOS)
(a) Each employee will be entitled to a maximum of twelve (12) programmed/rostered days off (salaried employees in Grades 1-8 will have access to up to nine (9) programmed days off and three (3) rostered days off) in each calendar year. This represents an entitlement to one day for every four (4) week work cycle for 48 weeks of the year.

(b) The remaining four weeks represents the annual leave entitlement for which a programmed/rostered day off does not accrue. Programmed days off will not be cumulative.

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

(d) Employees will receive full payment (ie. regular rate plus any shift premium) for the programmed day off provided;
   (i) The employee has worked any part of that work cycle,
   (ii) The employee has not been on long service leave or unpaid leave for the nineteen (19) days preceding the programmed day off.

(e) Where an employee is required to work on a PDO/RDO the parties agree to substitute such days where possible, however, if another day is not substituted, such work will be paid for at overtime rates.
6.10.2 Substitute Days Off
(a) If employees are required to work on programmed days off as a regular practice, other days will be scheduled.

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

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

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

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

6.10.3 Rostered Days Off (RDOs)
(a) The following arrangements will apply for RDOs:

(i) The dates on which the RDOs are to be taken will be determined through agreement between the individual employee and his/her supervisor dependent on operating requirements.

(b) Agreement will be based on:

(i) The dates of the RDOs for a calendar year may be agreed at the start of the year.

(ii) If the dates are not determined at the start of the year, the employee will give as much notice as possible to his/her supervisor of the desired date of an RDO but the employee must provide a minimum of one (1) week’s notice.

(c) In the event of an emergency, an employee may take an RDO with less than one (1) week’s notice providing his/her absence can be accommodated within operating requirements.

(d) Where some employees request to take an RDO on the same date than can be granted due to operating requirements a procedure agreed between the employees or a union delegate, and the supervisor will be used to determine who may take an RDO on the particular date.

(e) The procedure may be ‘first in first granted’, a lottery, seniority based on Company service or a preference roster.

(f) Any dispute regarding the taking of an RDO will be resolved within three (3) working days of the issue first being raised by the employee and will be handled through the Dispute Settlement Procedure.

(g) RDOs may not be taken in conjunction with PDOs and/or public holidays unless agreed between the individual employee and his/her supervisor dependent on operating requirements.

(h) Employees may with the prior approval of their supervisor, utilise RDOs in blocks of two, four, six or eight hours, and depending on operating requirements two or three RDOs may be taken together.

(i) The RDOs will be taken in a calendar year and cannot be carried over into the next calendar year. Employees will be notified three months prior to the end of a year of any untaken RDOs and will be required to take them by the end of the year. Where an employee is unable to take all RDOs before year end due to absence on Work Cover or extended personal/carer’s leave, the untaken RDOs may be taken in the next calendar year within three months of the employees return to work.

(j) Where an employee is unable to take all RDOs and/or PDOs before year end as a result of having worked such days, the untaken RDOs and/or PDOs may be taken within three (3) months of the commencement of the next calendar year.

(k) Should an employee leave the Company having taken less than their accrued pro-rata RDO and PDO entitlements pro rata payment will be made in their final pay.

(l) Should an employee leave the Company having taken more than their accrued pro-rata RDO and PDO entitlements a pro-rata deduction will be made from their final pay.

6.11 Workplan Calendar
(a) Each site will have the flexibility to create their own Workplan Calendar in order to support the efficient running of their operation.

(b) The following principles will apply in determining future Workplan Calendars:

(i) The Calendar Committee comprising equal Company and union delegates will formulate the calendar for each year by the end of September of the preceding year.

(ii) The parties are committed to structuring an annual Workplan Calendar that is responsive to the local industry sales and maximises the availability of product in periods of peak customer demand whilst optimising recreational opportunities for employees and their families.

(iii) Any annual leave not scheduled in each calendar year may be taken at a time agreed between the employee and his/her supervisor.

(iv) Nine (9) programmed days off (PDOs) may be scheduled each calendar year.
Three (3) of these PDOs may be scheduled to coincide with days of historically high absenteeism.

A minimum of three (3) rostered days off (RDOs) each calendar year.

Flexibility for the Company to convert two PDOs to RDOs with six (6) months prior notice.

Alterations to the mix of RDOs/PDOs will have regard for peaks in increased market demands. This will not preclude the use of current arrangements that apply in response to a downturn in the market.

(d) Any disputes in relation to the implementation of this agreement shall be resolved through the Dispute Settlement Procedure.

6.12 Meal Breaks
(a) Meal breaks will be between twenty (20) minutes and sixty (60) minutes duration.

(b) An employee, except a continuous shift worker, in order to meet operating requirements and to overcome unforeseen emergencies, will normally take their meal break between three and one half hours and six (6) hours into a shift.

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

(d) Where a meal break is not commenced within the first six (6) hours of a shift, all work beyond six (6) hours and until the employee receives a meal break will be paid at time and one half the regular rate.

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

(b) Supervisors are entitled to two (2) ten (10) minute self relief breaks one pre-lunch and one post-lunch.

6.14 This clause has been intentionally left blank

6.15 Overtime
(a) Definition and Payment
Work done in excess of or outside the regular hours of work or outside an employee’s rostered starting and finishing time, or on a shift other than a rostered shift, will be paid at time and one-half the ordinary hourly rate for the first three (3) hours and double time after that for each day or shift, until the completion of the overtime work, except when the time is worked
   (i) By arrangement between the employees themselves;
   (ii) For the purposes of effecting the customary rotation of shifts; or
   (iii) On a shift to which an employee is transferred on short notice as an alternative to standing the employee down in circumstances which would entitle the Company to deduct payment for a day in accordance with clause 4.6.

(b) Extra Rates Not Cumulative
Overtime rates are in substitution for and not cumulative on shift premiums.

(c) Rest Period Before Re-Commencing Work
   (i) When overtime work is necessary it will where practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.
   (ii) An employee (other than a casual employee) who works so much overtime between the termination of their regular work on one day and the commencement of regular work on the next day such that they would not have had at least ten (10) consecutive hours off duty between those times, will be released after completion of the overtime until they have had ten (10) consecutive hours off duty without loss of pay for regular working time occurring during the absence.
   (iii) If the Company requires the employee to resume or continue work without having had ten (10) consecutive hours off duty, they will be paid at double the ordinary rate until they are released from duty. The employee will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for regular working time occurring during the absence.
   (iv) This will apply to shift workers as if eight hours were substituted for ten (10) hours when overtime is worked:
      (1) For the purposes of changing shift rosters; or
      (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
      (3) Where a shift is worked by arrangement between the employees themselves.

(d) Call Back
   (i) An employee recalled to work overtime after leaving the Company’s premises (whether notified before or after leaving the premises) will be paid for a minimum of four (4) hours’ work. The employee will not be required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period.
   (ii) The provisions of 6.15(d)(i) will not apply:
      (1) In cases where it is customary for an employee to return to the Company’s premises to perform a specific job outside their regular hours, or
      (2) Where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of regular working time.
(iii) Where the actual time worked is less than four (4) hours on a call back, it will not be regarded as overtime for the purpose of 6.15(c).

(e) Crib Breaks

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

(ii) An employee working mid-week overtime (Monday to Friday) will be allowed a crib break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked provided they continue work after the paid crib break.

(iii) The Company and an employee may agree to any variation of 6.15(e)(ii) to meet the circumstances of the work in hand provided that the Company will not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes and that all paid crib breaks are taken on site.

(iv) An employee working on a Saturday, Sunday or holiday for more than nine (9) and one half hours may at the end of eight (8) hours take an unpaid crib break of up to thirty (30) minutes at a time mutually agreed between the employee and their supervisor with due regard to operational requirements.

(v) Employees working overtime of four (4) hours prior to their normal shift (Monday to Friday) that the twenty minute crib break may be split and employees may take a break of ten (10) minutes after each two (2) hours of overtime worked. Alternatively, local operations may agree to spread the twenty (20) minute break in some other manner.

(f) Employees working on a Flexible Work Option Arrangement may be eligible for overtime for any additional hours worked in addition to their agreed work schedule. Any additional hours worked must be pre-approved by the relevant manager and will be paid in accordance with the abovementioned overtime provisions.

6.16 Attendance for Overtime

The parties recognise that effective participation in scheduled overtime is vital to maintain the trend in quality improvement. They undertake to encourage employees to work scheduled overtime.

6.16.1 Overtime to be Worked

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

(b) The acquisition and utilisation of required skills will be amongst the factors considered in allocation of skilled trade overtime. Overtime allocation arrangements may be reviewed to ensure that they operate in a fair, efficient and cost effective manner.

6.17 Transport of Employees

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

6.18 Travel Allowance, Time and Expenses

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

(b) If an employee is directed to work on 'distant work' the Company will reimburse him/her for all out of pocket expenses necessarily incurred.

(c) An employee:

(i) Engaged in one locality and required to work in another; or

(ii) Sent, other than at his/her own request, from his/her usual locality to another for employment which can reasonably be regarded as permanent and involving a change of residence, will be paid travelling time and expenses, for a period not exceeding three (3) months, whilst such relocation necessitates the travelling between such localities, provided that such travelling time and expenses will cease after he/she has taken up permanent residence or abode at the new location.

(d) The rate of pay for travelling time will be ordinary rate, except on a Sunday or a public holiday when it will be time and one-half.

(e) The maximum travelling time to be paid for will be twelve (12) hours out of every twenty four (24) hours.

(f) 'Expenses' for the purposes of this clause means:

(i) All fares reasonably incurred;

(ii) Reasonable expenses incurred whilst travelling including $10.80 for each meal taken;

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) An employee who by agreement with the Company uses his/her own motor vehicle on the Company's business except in the circumstances described in subclauses 6.18(a) to 6.18(f) shall be paid an allowance of 63 cents per kilometre travelled.

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6.19 Travel Time
(a) When travel time is necessary, occupational health and safety considerations will be taken into account, so that where practicable, it can be arranged that employees have at least a ten (10) hour break without loss of pay before resuming regular working hours.

(b) Where an employee has not had a break of at least ten (10) consecutive hours between the end of travel time (as defined in this Agreement) and the start of his or her ordinary hours of work, the employee is required to contact his or her supervisor before the ordinary start time, to determine when he or she is required to commence work.

(c) Where an employee has notified his/her supervisor (as above) and he/she has been directed to recommence ordinary hours of work for operational reasons, without having had a ten (10) consecutive hours break, the employee will be paid at double the ordinary rate of pay until he/she is released from duty.

(d) Should an employee not be able to contact his or her supervisor he/she will take the mandatory ten (10) hour break before recommencing work.

6.20 Capacity Utilisation
The parties recognise that their joint objective of providing for employment and income stability will only be met through improving operational effectiveness. In times of increased market demand, when additional volume is required, the unions will positively support full employee participation in ten (10) hour working, as required on weekdays. The ten (10) hours will consist of eight (8) hours at the regular rate plus two (2) hours at one and a half times the ordinary rate.

6.21 Flexible Work Patterns
(a) The parties recognise there is a requirement for the Company to have the capability to respond to seasonal changes in customer demand through the adoption of flexible work patterns.

(b) It is agreed that any flexible work patterns should meet the following objectives:
   (i) Enable a quick response with minimal disruption to normal operating practices.
   (ii) Ensure the quality of Company product is maintained.
   (iii) Minimise the need to transfer employees from one operating area to another.
   (iv) Provide an opportunity for employees to earn additional income.

(c) The Scheduling Committee may elect to implement the following work pattern in operations where it makes business sense and does not result in a deterioration in efficiency of the operation's performance. The operation of this pattern will not influence the levels of employment required for ordinary hours of work.

(d) Following a minimum of one (1) week's notice, providing there has been no down time in the preceding two (2) months the Company has the ability to convert the existing forty five (45) minutes unpaid lunch break to a thirty (30) minute unpaid lunch break enabling up to fifteen (15) minutes work at the appropriate overtime rate (ie 1.5 the ordinary rate of pay).

(e) This practice will be linked to market demand for the Company's product. It is accepted that during the period in which this practice is in operation there will be no production down days.

(f) It is the Company's intention to only institute this practice in response to market conditions and not on a permanent basis. The removal of the practice will be preceded by one (1) week's notice. In the two (2) month period following the cessation of this operating pattern there will be no down days.

(g) In operating locations where the lunch break is presently thirty (30) minutes, other options will be addressed by the parties as appropriate.

6.21.1 Continuity of Product Availability
(a) The parties are committed to the identification and implementation of flexible operating patterns that are consistent with this Agreement. These patterns should support the efficient operation of the business and the shared objective of satisfying customer demand.

(b) The operation of overtime patterns to support the continuity of product availability in response to customer demand should be consistent with the principle that the Company may require an employee to work reasonable overtime at overtime rates and such employees will work overtime in accordance with such a requirement.

(c) Any dispute about the reasonableness of overtime patterns in operation will be resolved under the Dispute Settlement Procedure set out in this Agreement.

(d) The continuity of any overtime patterns will not be impeded while resolution is being pursued by the parties through the established procedures.

6.22 Time Off In Lieu (TOIL)
(a) Where an employee is required by the Company to work in excess of, or outside, their regular hours of work and it is mutually agreed by the Company and the employee that the applicable compensation will be Time Off In Lieu (TOIL), the overtime rates that would apply pursuant to this Agreement for these hours will be used to calculate the equivalent TOIL.
(b) An employee may accrue TOIL up to a maximum of sixteen (16) hours (equivalent TOIL hours) at any time and should be used during the month in which it is accrued. The parties agree that TOIL is not intended to replace reasonable flexibility practices between supervisors and employees.

6.23 This clause has been intentionally left blank

6.24 Call On Payment
(a) In specific circumstances, a salaried employee covered by this Agreement will be eligible to claim a two (2) hour 'call on' payment for the period outside and between their ordinary hours of work, if during this period:
   (i) The Company contacts the employee for the purpose of utilising their skill and knowledge; and
   (ii) The caller has obtained authority from the supervisor/manager on shift (or prior authority from the immediate supervisor) to make the call; and

(b) Any contacts are necessary to ensure the continuity of an operation for which:
   (i) A supervisor has responsibility across two (2) or more shifts; or
   (ii) Specific technical guidance/expertise is required.

(c) It is recognised that salaried employees may occasionally be called at home, to provide information/advice in their area of expertise. In most cases such calls would be infrequent and no payment would be applicable.

6.25 Standing By Rate of Pay
An employee directed by the Company to hold him/her self in readiness to work outside his/her ordinary hours will for the period he/she is required to hold him/her self in readiness be paid standing by time at ordinary rate from the time from which he/she is to hold him/her self in readiness.

6.26 Sunday and Holiday Work
(a) Definition and Payment
   (i) An employee who works on a Sunday/holiday will be paid at two and a half times their ordinary rate.
   (ii) A shift commencing before 10:45pm on a Sunday/holiday will be regarded as a Sunday/holiday shift.
   (iii) Except as in subclause 6.26(a)(v) a shift commencing at 10:45pm or later on a Sunday/holiday will not be regarded as a Sunday/holiday shift.
   (iv) Except as in subclause 6.26(a)(v) and 6.26(a)(vi) a shift that extends into a Sunday/holiday will be regarded as a Sunday/holiday shift.
   (v) Where an employee is rostered for a shift which terminates on a holiday and a shift which commences on the same holiday, the shift where the major portion falls on the holiday will only be regarded as the holiday shift.
   (vi) Subclause (iv) shall not apply to an employee who is granted a holiday without deduction of pay in respect of a shift which commences on a public holiday prescribed by clause 7.9.
   (vii) An employee, other than a shift worker or one engaged in maintaining the continuity of electric light or power, required to work on a Sunday/holiday will be paid a minimum of four (4) hours work.

(b) Crib Time - as per 6.15(e)(iv)

(c) Meal Allowance - as per 2.3.16

(d) Rest Period Before Re-Commencing Work - as per 6.15(c)(i), 6.15(c)(ii) and 6.15(c)(iv).

(e) Effect on Other Entitlements
Sunday/public holiday payments will stand alone and will not be included for any other purposes of this Agreement.

6.27 Daylight Saving
(a) Where there is daylight saving determined by State legislation, the length of any shift:
   (i) Commencing before the time specified for the commencement of daylight saving; and
   (ii) Commencing on or before the time specified for the termination of daylight saving, will be the number of hours between the time recorded by the clock at the beginning of the shift and the time recorded at the end. The time of the clock in each case is to be set to the time fixed by the relevant State legislation.

6.28 Clothing, Equipment and Tools
(a) Compensation for Damage to Clothing, Spectacles, Hearing Aids and Tools
   (i) Compensation must be made where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed. The Company's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties.
   (ii) Compensation is not payable if an employee is entitled to workers' compensation in respect of the damage.

(b) Protective Clothing and Equipment Allowance
The Company will pay an employee an allowance equal to the amount to fully reimburse the employee for the cost of purchase of all tools and precision and other measuring instruments protective clothing as stipulated by the relevant law operating in a State or Territory where the employee is working. The provisions of this clause do not apply where the clothing and/or equipment is paid for by the Company.

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(c) Case Harden Prescription Lenses
In circumstances where the employee wears prescription glasses and is required by the Company to have his or her prescription lenses case hardened to perform his or her work, the total cost of the visually corrected safety spectacles will be paid for by the Company in a timely manner (usually 4 weeks).

(d) Clothing
Where an employee satisfies the Company that their Company allocated clothing/footwear requires replacement it will be replaced in a timely manner (usually 4 weeks).
Part 7

7.0 Leave of Absence and Public Holidays

7.1 Annual Leave
(a) For the purpose of this clause, 'ordinary rate' means the employee's base rate of pay for ordinary hours worked, not including any incentive based payments and bonuses, monetary allowances, and penalty rates other than those specified in clause 7.1.4 below.

7.1.1 Leave Entitlement
(a) An employee accrues 152 hours' annual leave on the basis of working a 38 hour week (ie. 4 weeks at 38 hours per week) for each twelve (12) months of continuous service. Seven (7) day shift workers; that is, employees who work a 38 hour week but are rostered to work regularly on Sundays and public holidays, and are shift workers for the purposes of the National Employment Standards, accrue an additional 45 minutes for each week worked as a seven day shift worker (ie. 5 weeks at 38 hours).

(b) Annual leave is cumulative and accrues progressively.

7.1.2 Annual Leave Exclusive of Public Holidays
If a public holiday falls while an employee is on annual leave, no deduction from the employee's annual leave entitlement will be made for that day.

7.1.3 Leave to be Taken
(a) The Company may direct accumulated leave to be taken in the following instances (which are acknowledged to be reasonable):

(i) Annual leave may be taken in one or two continuous periods (or more by agreement with the employee) where the Company, by providing at least three (3) months' notice (usually in September of each year), notifies employees of close downs for the purpose of allowing annual leave to its employees. Where an employee has insufficient annual leave to cover any or all of a close down period, the employee must elect to either take annual leave in advance, or leave without pay, to cover the period of the close down for which they do not have sufficient leave accrued. Where no election is received from an employee, they will be taken to have elected to take leave without pay; and

(ii) Where an employee has eight (8) weeks annual leave accrued.

(iii) Any other situation which is reasonable in all the circumstances.

(b) The Company will not unreasonably refuse to allow an employee to take annual leave, subject to the operational requirements of the business.

7.1.4 Payment for Period of Leave
(a) Annual leave will be paid at the ordinary rate, plus an additional 17.5 percent loading or the shift premium an employee would normally have received, whichever is greater. If a rate change occurs whilst an employee is on annual leave, the annual leave pay will be adjusted accordingly.

(b) Payment will not be made or accepted in lieu of annual leave, except on termination.

7.1.5 Leave Allowed Before Due Date
The Company may allow an employee to take pro-rata annual leave before the credit date.

7.1.6 Payment in Advance
Should pressing domestic circumstances arise which require an employee to access advanced payment of annual leave where an entitlement exists, the matter will be referred to Human Resources for consideration. If approved, this payment will usually be made in the pay period immediately preceding the commencement of the period of annual leave unless otherwise requested by the employee.

7.1.7 Pro Rata Leave on Termination
(a) If an employee ceases employment with the Company, they will be paid any unused annual leave, including leave loading, and pro rata annual leave for the current year at the accrual rate as set out below.

(b) Leave accrues at 2.923 hours for each completed week of continuous service where the employee has worked 38 hours during that week.

(c) If employed as a seven (7) day shift worker for:

(i) The whole of the pro rata period, it accrues at 3.654 hours for each completed 38 hour week of continuous service; or

(ii) Only part of the pro rata period, it accrues at 2.923 hours, plus 42.75 minutes for each completed 38 hour week of continuous service as a seven (7) day shift worker.

7.1.8 Continuous Service
Any absence from work on approved annual leave will not break continuity of service.
7.1.9 Voluntary Cash-Out of Accrued Annual Leave
(a) At a point in time the Company may determine at its absolute discretion, taking into account business or operational needs and any other matter the Company considers relevant, to conduct a special program to enable employees to cash out accrued annual leave. This special program may not be an annual process.

(b) Should the Company choose to conduct a special program, an employee may voluntarily make a request to cash out accrued annual leave in accordance with an agreement under this clause.

(c) Any acceptance by the Company of a request to cash out accrued annual leave must be documented in a written agreement between the employee and the Company. The Company has the right to exercise its absolute discretion in granting or refusing a request to cash out accrued annual leave based on individual and operational considerations.

(d) The Company will require employees to schedule at least half of the equivalent amount of annual leave within the calendar year prior to granting a request to cash out accrued annual leave to maintain an appropriate work life balance.

(e) An agreement under this clause must not result in the employee's remaining accrued annual leave entitlement to be less than eight (8) weeks (40 days).

(f) The maximum period of accrued annual leave that can be cashed out per special program will be capped at two (2) weeks (10 days) per calendar year (non-cumulative).

(g) An employee subject to an agreement under this clause must not be paid less than the full amount that would have been payable to the employee had the employee taken the leave that the employee has cashed out.

7.2 Personal/Carer's Leave
7.2.1 Definitions
(a) For the purposes of this section, the following definitions apply:

(i) 'Member of the employee's immediate family' means the employee's spouse (including de facto, former spouse or former de facto spouse, same sex partners or former same sex partners), father, mother, father-in-law, mother-in-law, brother, sister, child, step-mother, step-father, step-child, brother-in-law, sister-in-law, grandparents, grandchildren or the grandparents or grandchildren of the employee's spouse.

(ii) 'Regular rate' means the amount the employee would reasonably have expected to be paid by the Company if they had worked during that period.

7.2.2 Entitlement to Personal/Carer's Leave
(a) For each year of service with the Company, an hourly employee is entitled to ten (10) days of paid personal/carer's leave.

(b) An employee's entitlement to paid personal/carer's leave accrues progressively and accumulates from year to year.

(c) This entitlement can be accessed for the purposes of both personal leave or carer's leave.

(d) An employee may take paid personal/carer's leave if the leave is taken:

(i) Because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee;

Or

(ii) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

(1) A personal illness or personal injury, affecting the member; or

(2) An unexpected emergency affecting the member; or

(3) An unavoidable, extenuating and pressing domestic necessity.

(e) An employee will not be entitled to personal/carer's leave for any period where they are receiving workers' compensation. However, employees will still accrue personal/carer's leave during any period where they are receiving workers' compensation.

7.2.3 Notification of Absence
(a) An employee can apply to access personal/carer's leave accruals for payment purposes, on each occasion where they have:

(i) Notified the Company as soon as reasonably practicable, which should be within the ordinary hours of work on the first day or shift of absence, or if reasonably practicable, notified the Company in advance of their inability to attend work; and

(ii) As far as practicable, stated the estimated duration of their absence.

7.2.4 Acceptable Evidence to Support Personal Leave
(a) Acceptable evidence, usually a medical certificate, will be required to support an employee's claim to personal leave except for five (5) days of personal leave utilised from an employee's current year entitlement (except where such leave is taken in more than three consecutive days).

(b) A medical certificate provided by an employee must:

(i) Be on pre-printed note paper which includes the name of the registered medical practitioner and the address of the surgery;

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

(iii) Show the date of the medical examination, the name of the patient examined and the date on which the certificate was issued; and
7.2.5 Acceptable Evidence to Support Carer's Leave
(a) Acceptable evidence, usually a medical certificate, will be required to support an employee's claim to carer's leave.

(b) Where a medical certificate is provided in support of carer's leave, the medical certificate must state that in the opinion of the registered medical practitioner, the family member or member of the employee's household has or will have a personal illness or injury during the period. The certificate should also state the necessity for care and support, including the period, nature and frequency of this care and support.

(c) Where carer's leave is taken because an unexpected emergency affecting a member of the employee's immediate family or household, the employee must provide a statutory declaration stating that the employee required leave during the period to provide care or support to the member of their immediate family or household because of an unexpected emergency affecting the employee's member of their immediate family or household.

(d) Where carer's leave is taken because of unavoidable, extenuating and pressing domestic necessity arises which absents the employee from work, employees must provide sufficient evidence to the Company relating to the absence, for instance, police report, insurance claim report, medical report.

(e) Proof of relationship between the employee and immediate family member or member of employee's household who is affected should also be provided, in accordance with present practices.

7.2.6 Personal/Carer's Leave during a Period of Annual Leave
Where an employee on annual leave experiences one of the scenarios listed in 7.2.2 (d) and produces appropriate evidence including the number of working days the employee was affected, the employee may apply to have this period treated as personal/carers leave and the annual leave re-credited.

7.2.7 Personal/Carer's Leave Payment
(a) Personal/carers leave is paid at the regular rate. Where appropriate, shift premiums will be paid while the employee is on personal/carers leave.

(b) Payment for personal/carers leave will only occur if the employee has notified the Company per clause 7.2.3 and provided acceptable evidence per clause 7.2.4 for personal leave or clause 7.2.5 for carer's leave.

7.2.8 Unpaid Carer's Leave
(a) An employee is entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care and support because of:
   (i) A personal illness, or personal injury, affecting the member;
   (ii) An unexpected emergency affecting the member; or
   (iii) An unavoidable, extenuating and pressing domestic necessity.

(b) Unpaid carer's leave may only be accessed if the employee has exhausted their entitlement to personal/carers leave.

(c) An employee may take unpaid carer's leave as a single continuous period of up to two (2) days or any separate periods to which the employee and the Company agree.

7.3 Bereavement/Compassionate Leave
7.3.1 Definitions
(a) For the purposes of this section, the following definitions apply:
   (i) 'Member of the employee's immediate family' means the employee's spouse (including de facto, former spouse or former de facto spouse, same sex partners or former same sex partners), father, mother, father-in-law, mother-in-law, brother, sister, child, step-mother, step-father, step-child, step-sibling, brother-in-law, sister-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren or the grandparents or grandchildren of the employee's spouse.

   (ii) 'Regular rate' means the amount the employee would reasonably have expected to be paid by the Company if they had worked during that period.

7.3.2 Entitlement to Bereavement/Compassionate Leave
(a) An employee may access bereavement/compassionate leave for the following purposes:
   (i) To spend time with a member of the employee's immediate family or household who has a personal illness or injury which poses a serious threat to life; or
   (ii) After the death of a member of the employee's immediate family or household.

(b) An employee is entitled to a maximum of three (3) days paid bereavement leave on each occasion on a death in Australia, or a death outside Australia where the employee leaves Australia to attend the funeral, of a member of the employee's immediate family or household.

(c) If the employee does not leave Australia to attend the funeral of a member of the employee's immediate family or household the employee is entitled to three (3) days bereavement leave for each occasion.
(d) An employee is entitled to two (2) days paid compassionate leave for each occasion for the purposes of spending time with a member of the employee's immediate family or household who has a personal illness or injury which poses a serious threat to life.

(e) Bereavement/compassionate leave may be taken as a single unbroken period or any separate periods to which the employee and the Company agree, for each occasion as required.

7.3.3 Acceptable Evidence to Support Bereavement/Compassionate Leave
An employee must provide satisfactory evidence to support any bereavement/compassionate leave claimed.

7.3.4 Bereavement/Compassionate Leave Payment
Bereavement/compassionate is paid at the regular rate. Where appropriate, shift premiums will be paid while the employee is on bereavement/compassionate leave.

7.3.5 Bereavement/Compassionate Leave during a Period of Annual Leave
If a member of the employee's immediate family or household dies or suffers an illness or injury that poses a serious threat to life whilst an employee is on annual leave, the employee may apply to have the annual leave re-credited for the period. Acceptable evidence must be provided.

7.4 Long Service Leave
7.4.1 Period of Service
Continuous service is defined in 15.1(i).

7.4.2 Amount of Leave
(a) An employee will be entitled to:
   (i) 13 weeks after 10 years' service; and
   (ii) 6.5 weeks for each subsequent 5 years' service; and
   (iii) An employee who has at least 7 years' service will be paid accrued pro rata long service leave on termination.

(b) Payment in lieu will not be made or accepted.

(c) An employee who is entitled to long service leave has their entitlement calculated on the basis of:
   (i) 13 weeks for 20 years' service for the period before 1 January 1965; and
   (ii) 13 weeks for 15 years' service for the period on and from 1 January 1965; and
   (iii) 13 weeks for 10 years' service for the period on and from 7 July 1997.

7.4.3 Payment Whilst on Leave
(a) Long service leave is paid at the ordinary rate, including where applicable, the appropriate shift premium.

(b) An employee may be paid their long service leave in advance or by the same method used when they are on duty.

7.4.4 Taking Leave
(a) Time of Taking Leave
When an employee becomes entitled to long service leave it may be granted having regards to the needs of the business, at a time or times and in a period or periods mutually acceptable between the employee and their supervisor.

(b) Public Holidays
If a public holiday falls during a period of long service leave, the employee will receive payment for the public holiday.

7.4.5 Restriction on Employment
No employee may engage in any employment whilst taking long service leave.

7.4.6 Payment on Termination
For an employee who terminates and has any long service leave due but not taken, or accrued pro rata long service leave after seven (7) years' continuous service, the Company will pay the amount at the ordinary rate of pay at the date of termination.

7.4.7 Granting Leave in Advance
(a) The Company may allow long service leave in advance after seven (7) years' service for pressing domestic or emergency circumstances, but this amount is deducted from the entitlement when it becomes due.

(b) For an employee who has taken leave in advance and who subsequently terminates, the Company may deduct from any remuneration payable any leave the employee was not entitled at the time of termination.

7.4.8 Long Service Leave - Phased Retirement
The Company agrees to consider requests from employees to facilitate phased retirement through the use of long service leave in cases where it is operationally feasible, including instances where the labour may be supplemented with part time employees to cover labour requirements. These cases will be discussed through Area Consultative Committees (ACCs).

7.4.9 Long Service Leave - Legislative Requirements
Any matters that relate to long service leave which are not dealt with in this clause shall be dealt with in accordance with the relevant legislation.
7.5 Parental Leave

7.5.1 Definitions
(a) For the purposes of this clause, the following definitions apply:
(i) 'Partner' includes a spouse, de facto partner, former spouse or former de facto partner (including a de facto partner or former de facto partner of the same sex).
(ii) 'Child' in relation to birth related leave means a child of the employee or the employee's partner.
(iii) 'Child' in relation to adoption related leave means a person under the age of sixteen (16) years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their partner or a child who has previously lived continuously with the employee for six (6) months or more.
(iv) 'Birth related leave' means parental leave taken in relation to the birth of a child of the employee or the employee's partner.
(v) 'Adoption related leave' means parental leave taken in relation to the placement of a child with the employee for adoption. Adoption related leave includes 'relative adoption' which occurs where a child is adopted by a grandparent, brother, sister, aunt or uncle (whether whole blood or half blood by marriage).

7.5.2 Entitlement to Parental Leave
(a) An employee is entitled to twelve (12) months unpaid parental leave if:
(i) The leave is associated with:
   (1) The birth of a child of the employee or the employee's partner; or
   (2) The placement of a child with the employee for adoption; and
(ii) The employee has or will have a responsibility for the care of the child.
(b) To be eligible for parental leave, an employee must have at least twelve (12) months continuous service with the Company prior to the date of birth/placement, or expected date of birth/placement of the child.

7.5.3 Extension to Parental Leave Period
(a) An employee may request for the Company to agree to an extension of unpaid parental leave for a further period of up to twelve (12) months immediately following the end of the available parental leave period.
(b) Requests must be made in writing, and must be given to the Company least four (4) weeks before the end of the available leave period. The Company will respond in writing within twenty one (21) days of receiving the request. The Company may refuse the request on reasonable business grounds.
(c) Any extension to parental leave beyond the initial twelve (12) month period must be taken in one unbroken period of leave.

7.5.4 Variation of Period of Parental Leave
(a) Provided the maximum period of maternity leave does not exceed the initial twelve (12) month period:
(i) The period may be lengthened once by the employee, giving at least four (4) weeks' notice in writing;
(ii) The period may be further lengthened by agreement between the Company and the employee.
(b) In relation to the initial twelve (12) month period, or the additional twelve (12) month period if approved by the Company, the employee may request that:
(i) The period may be shortened with the consent of the Company. In these circumstances, the employee should provide the Company with at least four (4) weeks' notice in writing when seeking to do so.

7.5.5 Special Rules for Employee Couples
(a) If one member of an employee couple requests to extend a period of parental leave:
(i) The request must specify any amount of paid maternity leave or unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
(ii) The period of the extension cannot exceed twelve (12) months, less any period of paid maternity leave or unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;
(iii) The amount of unpaid parental leave to which the other member of the employee couple is entitled in relation to the child is reduced by the period of the extension.
(b) The maximum period of parental leave available to employee couples is twenty four (24) months.

7.5.6 Notice and Certification Requirements
(a) An employee applying for birth related leave must provide:
(i) At least ten (10) weeks' notice prior to starting leave, or as soon as reasonably practicable, the employee must provide a certificate from a registered medical practitioner stating that the employee or employee's partner is pregnant and the expected date of birth of the child;
(ii) At least four (4) weeks' notice in writing, or as soon as reasonably practicable, of the proposed commencement date and estimated date of any parental leave, stating the period of leave to be taken and provide a statutory declaration stating particulars of any parental leave sought by their partner and stating that whilst on parental leave the employee will not engage in any conduct inconsistent with their contract of employment; and
(iii) A certificate from a registered medical practitioner stating the date the employee or employee's partner delivered birth to a child.
(b) If a pregnant employee continues to work during the period of six (6) weeks before the expected date of birth of the child, the Company may ask the employee to provide a medical certificate stating the employee is fit to continue work.
(c) An employee applying for adoption related leave must provide the following before taking parental leave:

(i) A statement from an adoption agency or other appropriate body of the expected date of placement of the child with the employee for adoption purposes, and that the child will be aged under sixteen (16) years on the expected date of placement; or

(ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

(d) Any adoption related leave taken at the time of the placement of the child must be supported by a statutory declaration, stating that:

(i) The employee is to have a responsibility for the care of the child;

(ii) Particulars of any adoption leave sought or taken by the employee's partner; and

(iii) Whilst on adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) The employee must notify the Company of the proposed start and end dates of adoption related leave at least ten (10) weeks before starting the leave, or if that is not practicable, as soon as reasonably practicable.

(f) An employee who commences employment with the Company after the date of approval for adoption purposes must notify the Company of the adoption on commencing employment, and must notify the Company of the period or periods of adoption related leave the employee proposes to take as soon as reasonably practicable. The employee will not be entitled to adoption related leave until they have had at least twelve (12) months continuous service with the Company as at the day of placement (or expected placement).

7.5.7 Paid Maternity Leave

(a) Maternity leave is unpaid leave, except for the six (6) weeks compulsory leave following birth providing the employee has twelve (12) months continuous service. A further eight (8) weeks payment capped at a maximum gross weekly rate of pay of $1000.00 is provided to any employee with at least two (2) years continuous service with the Company prior to the date of birth or expected date of birth.

(b) The first six (6) weeks paid maternity leave will be paid at the employee’s ordinary rate of pay, plus shift premiums where appropriate. Shift premiums will not be paid on the additional eight (8) weeks of capped paid maternity leave.

(c) An employee claiming the six (6) week period of paid leave will be required to repay this payment to the Company if they do not resume work with the Company for a period of three (3) months following the expiration of their approved parental leave absence. The exception to this will be where medical reasons associated with the new child preclude a return to work and necessitates the resignation of the employee.

(d) For part time employees, calculations for maternity leave payments are determined on a pro-rata basis, based on the percentage of hours worked. For example, a part time employee working twenty (20) hours a week (50%), would be eligible for six (6) weeks paid leave at 50% of their ordinary rate and eight (8) weeks paid leave up to a maximum of $500.00 a week.

(e) An employee may elect to receive their maternity leave payment over double the pay period at half pay. For example, an employee may elect to receive twelve (12) weeks at half pay, and a further sixteen (16) weeks at half pay, or half of the capped amount ($500.00) (whichever is lower).

7.5.8 Parental Leave for Partners

(a) Parental leave may be taken simultaneously by the employee and their partner up to a maximum of eight (8) weeks in total, commencing on or after the date of birth of the child or the day of placement of the child. Such leave may be taken as continuous or separate periods to which the employee and the Company agree.

(b) Parental leave for partners is unpaid, except an employee who is a partner may access ten (10) days of accrued personal/carer’s leave upon the birth or adoption of their child.

7.5.9 Adoption Related Leave

(a) An employee who is accessing adoption related leave may access ten (10) days’ of accrued personal/carer’s leave upon the placement of the child. The remaining leave is unpaid leave.

7.5.10 Transfer to a Safe Job

(a) A pregnant employee may be transferred to a safe job with no change in her terms and conditions of employment until the commencement of parental leave, where a registered medical practitioner certifies that illness or risks arising from the pregnancy or hazards connected with her present work make it inadvisable for her to continue working. Where the employee agrees, this job may also be a part-time work arrangement.

(b) If transfer to a safe job is not practicable, the employee may be required to take paid leave until either the date on a medical certificate advising she can no longer work, or the birth of the child, which ever is earliest. Such leave will be paid at the rate which the employee would reasonably have expected to be paid had she continued to work through the period, including the payment of shift premiums where appropriate. Any paid leave taken during this period will be deducted from the employee's entitlement to paid leave set out at clause 7.5.7(a) above. However, such leave will not reduce the employee's entitlement to twelve (12) months (or such longer time as agreed to by Ford) parental leave.
7.5.11 Cancellation of Parental Leave
(a) Birth related leave, applied for but not commenced, will be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where an employee is already on parental leave and the pregnancy terminates other than by the birth of a living child, she may resume work at a time nominated by the Company, which must be within four (4) weeks from the date the employee notifies of her desire to resume work.

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

(d) Where the employee is already on adoption related leave when they find out that the placement of the child will not proceed, the employee should notify the Company as soon as possible and may resume work at a time nominated by the Company which must be within four (4) weeks from the receipt of notification.

7.5.12 Special Maternity Leave and Personal/Carer’s Leave
(a) Where the pregnancy of an employee not on parental leave terminates within 28 weeks of the expected date of birth other than by the birth of a living child or the employee has a pregnancy related illness, the employee is entitled to unpaid leave as a registered medical practitioner certifies as necessary before the employee returns to work.

(b) An employee can choose to use her paid personal/carers’s leave entitlements (subject to the notice and evidence rules in 7.2.3 and 7.2.4 in conjunction with special maternity leave where the employee has a pregnancy-related illness.

(c) Where the pregnancy of an employee not on parental leave terminates after 28 weeks of pregnancy, other than by the birth of living child, in addition to the leave entitlements set out in the above clause 7.5.12(a), she is also entitled to a six (6) week period of leave paid at the employee’s ordinary rate of pay, plus shift premium where appropriate.

(d) The aggregate of personal/carers’s leave, special maternity leave and parental leave must not exceed twelve (12) months (or such longer period of parental leave as may be agreed to by Ford).

7.5.13 Special Adoption Related Leave
(a) The Company may grant an employee who has exhausted all their annual leave and other available entitlements and is seeking to adopt a child up to two (2) days unpaid leave that is required for any compulsory interviews or examinations that are necessary for the adoption procedure.

(b) The employee must give the Company notice (as soon as practicable) of the intention to take special adoption leave and reasonable evidence of the need to take special adoption leave.

7.5.14 Parental Leave and Other Leave Entitlements
Provided that the aggregate of any leave taken does not exceed twelve (12) months (or such longer time as agreed to by Ford), an employee may request to have current annual leave, RDO or long service leave entitlements paid from the expiry of the paid parental leave period. Paid personal/carers leave, bereavement/compassionate leave or other paid authorised absences cannot be utilised during parental leave, with the exception of the provisions contained in clause 7.5.12.

7.5.15 Return to Work after Parental Leave
(a) An employee should confirm their intention of returning to work in writing with at least four (4) weeks’ notice.

(b) An employee returning to work is entitled to their former position or, if they were transferred to a safe job, to the position which they held immediately before the transfer. If an employee commenced working part time because of her pregnancy, the employee is entitled to return to the position she held immediately before commencing part time employment. If the employee’s pre-parental leave position no longer exists, the employee is entitled to return to an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

(c) If an employee is on unpaid parental leave and Ford makes a decision that will have a significant effect on the status, pay or location of the employee’s pre-parental leave position, Ford will take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.

7.5.16 Replacement Employees
(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

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

(c) There is no obligation on the Company to engage a replacement employee.

7.5.17 Government Paid Parental Leave Scheme
An employee’s eligibility for the Government Paid Parental Leave Scheme does not diminish an employee’s right to access paid parental leave entitlements under this Agreement.
7.5 Jury Service and Blood Donors
(a) The Company will reimburse the difference between the amount paid for attendance at jury service and the wages an employee would have received for the regular time they would have worked had they not been required for jury service.

(b) A shift worker is entitled to be absent from work for time equivalent to their attendance for jury service and is entitled to the benefits of this clause even if attendance at jury service occurs outside their regular hours of work.

(c) An employee must notify the Company as soon as possible of the date they are required for jury service. The employee must also provide proof of their attendance, the duration and the amount paid for the jury service.

(d) If an employee is required to attend for jury service during a period of annual leave or a PDO, then on the production of suitable evidence of attendance, the period of attendance will be regarded as jury service and annual leave or PDO re-credited accordingly.

(e) Where an employee attends at a recognised clinic during working hours to donate blood, he or she will be allowed the necessary leave without loss of pay for reasonable time involved.

7.7 Emergency Services Leave
(a) Occasions may arise when employees of the Company who are State Emergency Service (SES) or Country Fire Authority (CFA) volunteers are engaged in emergency call outs by these organisations.

(b) The Company recognises that volunteer work of this nature is an unpaid community service. To maintain income security for employees engaged in emergency call outs by these organisations, the Company will establish a non-cumulative pool of emergency service leave at each site. The quantum of these leave pools will be sixty (60) days at each of the Broadmeadows and Geelong sites.

(c) All Company employees will be eligible to access the pool of leave established at their site subject to the following conditions:

(i) The employee is accredited by the respective emergency service as having completed the minimum training requirements.

(ii) The employee is recorded on a Company register of accredited emergency service workers.

(iii) The employee is actively participating in the on-going training activities as required by the respective CFA and SES authorities.

(iv) The call-out is classified as a life threatening situation by the CFA or SES authority.

(v) The authority requests and subsequently confirms the participation of the employee in the call out.

(vi) Where practical the employee must advise their supervisor in advance of the emergency call out.

(vii) The Company’s decision in respect to any employee’s application for payment from this leave pool will be final.

(d) An employee complying with the above conditions will be eligible for a maximum of five (5) days payment from the emergency services leave pool in any calendar year. The Company will review an extension to this entitlement in the event of extreme SES and/or CFA emergency circumstances.

(e) The Company accepts no financial liability for employees suffering personal injury, death or any other damage or loss in the course of an emergency call out, unless the call out is requested by the Company and the employees are under the direct supervision of Company officers.

(f) This clause is not intended to supersede any existing locally agreed arrangements.

7.8 Community Services Leave
(a) An employee is entitled to leave without pay if he/she is engaged in an eligible community service activity. The employee is also entitled to leave for reasonable travel time associated with the eligible community service activity.

(b) An eligible community service activity is defined as a voluntary emergency management activity that involves dealing with an emergency or natural disaster. The employee is required to be a member of, or have a member like association with, a recognised emergency management body.

(c) For the purposes of this clause, a recognised emergency management body is defined as:

(i) An organisation that has a role or function in dealing with emergencies and/or disasters and is recognised by a State or Territory or the Commonwealth.

(ii) A recognised fire-fighting, civil defence or rescue organisation.

(iii) An organisation whose substantial purpose involves:

(1) Securing the safety of persons or animals in an emergency or natural disaster; or

(2) Protecting property in an emergency or natural disaster; or

(3) Otherwise responding to an emergency or natural disaster.

(d) Community services leave is in addition to paid emergency services leave.

(e) An employee accessing Community Services Leave is required to provide notice to the Company. The notice:

(i) Must be given to the Company as soon as is practical (which may be a time after the absence has started) that he/she is required to attend to an emergency or natural disaster; and

(ii) Must advise the Company of the period, or expected period, of the absence.
(f) An employee who has given his or her employer notice of an absence must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

7.9 Public Holidays
(a) Employees shall be granted the following holidays without deduction of pay, however the Company may request an employee to work on a public holiday if the request is reasonable:
   (i) New Year's Day.
   (ii) Australia Day.
   (iii) Good Friday.
   (iv) Easter Saturday.
   (v) Easter Monday.
   (vi) Labour Day or Eight Hours’ Day.
   (vii) Anzac Day.
   (viii) Queen's Birthday.
   (ix) Grand Final Eve.
   (x) Melbourne Cup Day.
   (xi) Christmas Day.
   (xii) Boxing Day.
   (xiii) Or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

(b) When any of the days mentioned in subclause 7.9(a) hereof falls on a Saturday or Sunday, with the exception of Easter Saturday, the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or on a Monday the holiday shall be observed on the succeeding Tuesday.

(c) In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

(d) By agreement between the Company and the majority of its employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

(e) Where in a State, Territory or locality, public holidays are declared or prescribed on other days, those days will be additional holidays.

(f) An employee whose rostered off shift falls on a holiday referred to in subclause 7.9(a) hereof shall unless that day is a Saturday or Sunday be paid for that day at his or her ordinary rate.

7.10 Family Violence Leave
7.10.1 General Principle
The parties to this agreement recognise that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties to this agreement are committed to providing support to employees who experience family violence.

7.10.2 Definition
The parties agree the definition of family violence is as stipulated in the Family Violence Protection Act 2008 (Vic) and that family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

7.10.3 General Measures
(a) An employee experiencing family violence may raise the issue either directly with their immediate supervisor, union delegate, Human Resources or the Ford Medical Centre.

(b) In understanding the traumatic nature of family violence the Company will support their employee if they have difficulties performing their tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

(c) All personal information concerning family violence will be kept confidential. Information will not be kept on an employee’s personnel file without their express written permission.

(d) Reasonable proof of family violence must be provided and can be in the form an agreed document issued by the Police, a Court, a District Nurse, a Maternal Health Care Nurse, a Family Violence Support Service, Medical/Mental Health Professional, a Lawyer or Statutory Declaration.

(e) The parties will develop guidelines to supplement this clause which details the appropriate action to be taken in the event that an employee reports family violence.

7.10.4 Leave Provisions
(a) An employee experiencing family violence will have access up to fifteen (15) days per year (non-cumulative) of special paid leave to attend medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken flexibly as consecutive or single days or as a fraction of a day and can be taken without prior approval. The Company will consider reasonable requests to access additional special paid leave on a case by case basis.
(b) An employee who supports an immediate family member experiencing family violence may take personal/carer’s leave to accompany them to court, to hospital, or to mind children. Appropriate proof of a requirement to provide support will be consistent with Clause 7.10.3(d).

7.10.5 Employee Assistance

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Company will seek to support any reasonable request from an employee experiencing family violence for the following:

(i) Changes to their span of hours or pattern of hours and/or shift patterns;
(ii) Job redesign or changes to duties;
(iii) Relocation to suitable employment with the Company;
(iv) A change to their telephone number or email address to avoid harassing contact;
(v) Any other appropriate measure including those available under existing flexible work arrangements.

(b) An employee experiencing family violence will be referred to the appropriate support services/agencies and/or other local resources including the Ford Employee Assistance Program (EAP).
8.1 Work Cover Make Up Pay

8.1.1 Legislation means the State or Territory legislation providing for workers compensation benefits.

8.1.2 Injury will be given the same meaning and application that applies under the legislation and no injury will result in the application of accident pay unless an entitlement exists under the legislation.

8.1.3 Accident pay means:

(a) Employees deemed to be totally incapacitated
   (i) In the case of an employee who is deemed to be totally incapacitated and is entitled to weekly compensation payments on an accepted Work Cover claim, the following improvements to make up pay calculation will apply:
      (1) For weeks 2 to 13 of the entitlement, make up pay will be the difference between the Work Cover entitlement and the employees' 38 hour current weekly base rate for a day worker, which would have been payable for the employee's normal classification for the week in question, if they had been performing their normal duties.
      (2) For weeks 14 to 52, make up pay will be the lesser of the difference between:
         (a) The Work Cover entitlement and the employees' 38 hour current weekly base rate for a day worker, which would have been payable for the employee's normal classification, and eighty percent of Pre Injury Average Weekly Earnings (as deemed by the compensation legislation) excluding overtime and/or shift allowances.
         Or
         (b) The employees' 38 hour current weekly base rate for a day worker, which would have been payable for the employee's normal classification, and eighty percent of Pre Injury Average Weekly Earnings (as deemed by the compensation legislation) excluding overtime and/or shift allowances.
   (ii) Shift premiums, overtime payments, fares and travelling allowances, tool allowance, special rates or other similar payments are not included for the purposes of the above calculations.
   (iii) Employees in receipt of weekly compensation payments on an accepted Work Cover claim will be paid as per the superannuation provisions outlined in clause 8.3 and subject to Accident Compensation Act (1985) and Workplace Injury Rehabilitation Compensation Act (2013) legislative requirements.

(b) Employees deemed to be partially incapacitated
   (i) In the case of an employee who is deemed to be partially incapacitated and is entitled to weekly compensation payments on an accepted Work Cover claim, the following improvements to make up pay calculation will apply:
      (1) Make-up pay will be the employees' 38 hour current weekly base rate for a day worker, which would have been payable for the employee's normal classification for the week in question if they had been performing their normal duties, less notional earnings (as deemed by the compensation legislation) excluding overtime and/or shift allowances.
      (2) Shift premiums, overtime payments, fares and travelling allowances, tool allowance, special rates or other similar payments are not included.
      (iii) Employees in receipt of weekly compensation payments on an accepted Work Cover claim will be paid as per the superannuation provisions outlined in clause 8.3 and subject to Accident Compensation Act (1985) and Workplace Injury Rehabilitation Compensation Act (2013) legislative requirements.

8.1.4 (a) An employee upon receiving payment of workers compensation under the legislation and continuing to receive the payment in respect of a weekly incapacity will be paid accident pay by the Company, which is liable to pay workers' compensation under the legislation. The liability by the Company for accident pay may be discharged by another person on their behalf. Accident pay is only payable:
   (i) Whilst the employee is employed by the Company, and is receiving a weekly payment under the legislation.
   (ii) After the first three (3) weeks of employment.
   (iii) For industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration (as provided in the legislation) if the employee had been employed by the Company at the time of the incapacity for at least one month.
   (iv) After the first five (5) working days of incapacity.

8.1.5 An employee, on engagement, may be required to declare all workers' compensation claims made by them or on their behalf in the previous five (5) years and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit their entitlement to accident pay.

8.1.6 The maximum period or aggregate of periods of accident pay to be made by the Company will be 52 weeks for any one injury.

8.1.7 This clause does not apply during any period of other paid leave.

8.1.8 An employee, when submitting a claim for accident pay will give notice in writing to the Company as soon as reasonably practicable after the injury has occurred. It may be provided by a union delegate.

8.1.9 An employee will conform to the requirements of the legislation for medical examinations in order to be entitled to accident pay. Where a doctor provides a certificate stating the condition of the employee and their fitness for work or specifies work for which the employee is fit and the work is made available by the Company and refused by the employee or the employee fails to commence the work, the provisions of this clause will cease to apply from the date of the refusal or failure to commence the work.
Where there is a redemption of weekly compensation payments under the legislation the Company's liability to pay benefits under this clause will cease as from the date of the redemption.

An employee receiving or who has received accident pay will advise the Company of an action they may institute or any claim they may make for damages. Further, the employee will, if requested, provide an authority to the Company entitling it to a charge on any money payable as a result of any verdict or settlement on that injury.

Where an employee obtains a verdict for damages or a settlement in respect of an injury for which they have received benefits under this clause the Company's liability to pay benefits will cease from the date of the verdict. The employee will pay the Company the benefits already received if the verdict for damages is not reduced either in whole or part by the benefits already paid by the Company.

(b) Where an employee obtains a verdict for damages against a person other than the Company in respect of an injury for which they have received benefits, the Company's liability to pay benefits will cease from the date of the verdict.

(d) The employee will pay the Company benefits already received if the verdict for damages is not reduced either in whole or part by benefits already paid by the Company.

The Company is not required to insure against its liability for the payment of benefits under this clause.

Any changes in compensation rates under the legislation will not increase the amount of the benefits payable under this clause had the rates of compensation remained unchanged.

All rights to any benefits will cease on the death of an employee.

The benefit payment will be pro rata for incapacity for part of a week.

An employee will not be entitled to accident pay whilst they refuse a job offered by the Company as part of a rehabilitation program, where the job:

(a) Meets the specifications and requirements of the treating doctor chosen by the employee;

(b) Is approved by a Rehabilitation Provider accredited by the relevant State Government Authority; and where

(c) The Company has provided or is prepared to provide appropriate training or re-training.

In instances where an individual employee has exhausted their accrued personal/carer's leave, the Company will provide ordinary income protection (consistent with the level of TAC coverage) for the initial week of absence associated with an accepted journey related injury.

In accordance with the Superannuation Choice of Fund legislation the parties agree to the following:

(a) Default Fund
   (i) The default fund for new salaried employee will be the Mercer Ford Employees Superannuation Plan (accumulation category).
   (ii) Performance of this fund will be reviewed periodically to ensure it is appropriate to remain as the nominated default fund.

(b) Choice of Fund
   (i) Salaried employees may elect that the Company's superannuation contributions be paid to either Mercer Ford Employees Superannuation Plan (accumulation category) or their Choice of Superannuation fund.
   (ii) Salaried employees who choose to leave the Ford Employees Superannuation Fund (defined benefit) and join an alternative Superannuation fund cannot re-join the Ford Employees Superannuation Fund (defined benefit) at a later date.
   (iii) Salaried employees are encouraged to seek independent financial advice when required to make decisions regarding their Superannuation.

The Company's contribution rate where paid on behalf of each employee is 10%.

For those employees receiving a Company contribution into the Ford Employees Superannuation Fund the rate of contribution is 4%.

The Company acknowledges the merit of salary packaging principles and agrees that, where practicable and on a cost-neutral basis, salary packaging principles will be applied broadly to the provision of employee benefits.
8.5 Employee Vehicle Purchase
(a) The Company commits to jointly and actively investigating opportunities to improve new and second hand employee vehicle purchase arrangements.

(b) The Company commits that as part of this investigation it will review the opportunity and timing for a substantial 'one off' vehicle purchase discount during the life of this Agreement.

(c) The Company will also explore the possibility of providing employees with the opportunity to use accrued entitlements for the purpose of vehicle purchase.

8.6 This clause has been intentionally left blank

8.7 This clause has been intentionally left blank

8.8 Individual Flexibility Term
(a) The Company and an individual employee covered by this Agreement may agree to make an arrangement (individual flexibility arrangement) to vary the effect of terms of this Agreement in relation to the Company and the employee, in order to meet the genuine needs of the Company and the employee.

(b) The terms of this agreement which may be subject to variation by an individual flexibility arrangement are the following:
   (i) Clause 6.1.2: Spread of Hours.
   (ii) Clause 7.4.8: Long Service Leave-Phased Retirement.

(c) The Company and the employee must genuinely make the individual flexibility arrangement without coercion or duress.

(d) The individual flexibility arrangement must:
   (i) Be confined to a variation in the application of one or more of the terms listed in clause 8.8(b);
   (ii) Result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to;
   (iii) Be in writing, name the parties to the agreement and be signed by the Company and the employee (and, if the employee is under 18 years of age, the employee's parent or guardian);
   (iv) Be about permitted matters under Section 172 of the Fair Work Act 2009; and
   (v) Not contain unlawful terms under Section 194 of the Fair Work Act 2009.
   (vi) Include details of the terms of this Agreement that will be varied, how the arrangement will vary the effect of the terms and how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
   (vii) State the day on which the arrangement commences.

(e) The Company must provide the employee with a copy of the individual flexibility arrangement within fourteen (14) days of it being agreed.

(f) The individual flexibility arrangement can be terminated:
   (i) By either the Company or the employee giving written notice to the other party of 28 days; or
   (ii) By agreement of the parties in writing at anytime.
9.0 Continuous Improvement

9.1 Job Security
(a) The Company recognises that job security is essential to employees well being and acknowledges that it has a responsibility with the co-operation of the unions to provide long term stable employment and income security to its employees.

(b) Long term achievement of job and income security is directly linked to the Company's ability to produce at world competitive levels in relation to productivity and cost and to achieve levels of profitability commensurate with funds invested.

(c) The parties' commitment in this Agreement is a significant step forward towards the basis for such long term stability.

(d) The Company also recognises that the job and income security of employees is equally important in providing a stable and secure employment environment. The Company has sought, and will continue to pursue a policy of minimising the potential impact on employees created by market fluctuations and disruption of supplier deliveries.

(e) As such the Company will continue to take measures which include the re-allocation of work, rescheduling of production and other measures including specific purpose training or retraining where practicable that may be available to minimise the loss of employee income.

(f) Additionally, in seeking the application of continuous improvement within the organisation, any employees who are displaced by such improvement will be retrained and/or offered re-allocation to other productive employment within the Company's operations, which is appropriate and of a similar level.

(g) No compulsory redundancies will result from continuous improvement activities as defined in this Agreement and any excess labour that may occur will be handled by transfers and/or natural attrition.

(h) Continuous improvement will not be used in a narrow job shedding way but more as a means of involving employees in the search for a better way of performing work through upskilling and job re-design.
Part 10  
10.0 Operational Matters  

10.1 Mobile Equipment  
10.1.1 These clauses have been intentionally left blank  

10.1.2 Drivers of Mobile Equipment  
The parties recognise the inherent safety risks associated with the use of mobile equipment as well as the direction of Legislation and WorkSafe. The parties agree to cooperate to eliminate the risks associated with the operation of mobile equipment and identify safe practices for their use. Further, the Company will ensure that drivers receive training and education to ensure that they are able to perform their duties in a safe and effective manner.  

10.2 This clause has been intentionally left blank  

10.3 This clause has been intentionally left blank  

10.4 Hot Weather Relief  

10.4.1 Hot Weather Process  
(a) This procedure will apply in areas where there is no cooled or conditioned air supply. Hot Weather Relief will apply when the temperature reaches 34C as measured by the agreed measuring process in each site.  
(b) The following procedure will apply following the declaration of hot weather:  

(i) To avoid doubt, hot weather relief arrangements apply across all shifts.  
(ii) A ten (10) minute paid hot weather relief break to be taken each hour from the o’clock following the temperature being declared 34C, but only while the official temperature remains at or above 34C.  
(iii) The temperature will continue to be monitored using the agreed process on each site.  
(iv) Should the temperature reach 37C the entitled hot weather relief break for that next hour and any subsequent hour while the temperature remains at 37C or greater will be fifteen (15) minutes.  
(v) Should the temperature reach 41C the entitled hot weather relief break for that next hour and any subsequent hour while the temperature remains at 41C or greater will be twenty (20) minutes.  
(vi) No Hot Weather Relief will be taken in any hour in which a normal relief time or meal break or Natural Work Group meeting is taken.  
(vii) The specific timing of the Hot Weather Relief during the hour will be determined by management based on operating needs, but the break will be taken during the course of the hour.  
(viii) No more than ten (10) minutes (fifteen (15) minutes if the temperature is above 37C or twenty (20) minutes if the temperature is above 41C) Hot Weather Relief may be taken any one time and it will not commence within ten (10) minutes (fifteen minutes if the temperature is above 37C or twenty (20) minutes if the temperature is above 41C) of the end of the shift.  
(ix) Cold cordial based drinks will be made available in respective canteens during normal mid-shift relief times when the temperature is at 30C or more.  
(x) When a period of hot weather is declared the Company will provide cold drinks.  
(xi) On occasions where a series of days are forecast to be 34C or greater, cold drinks will be made available in the workplace (oases and other areas as agreed locally) from when the period of hot weather is declared and from the start of the shift on the subsequent day or days of forecast hot weather days.  
(xii) Should the temperature having reached 41C fall below that level at the time of checking, the applicable hot weather relief breaks will cease to operate at the following o’clock.  
(xiii) Should the temperature having reached 37C fall below that level at the time of checking, the applicable hot weather relief breaks will cease to operate at the following o’clock.  
(xiv) Should the temperature having reached 34C fall below that level at the time of checking, hot weather relief breaks will cease to operate at the following o’clock.  
(xv) Where temperatures are forecast to be greater than 37C and where such arrangements can be supported operationally, the parties will meet to discuss the ability to introduce earlier start/finish times.  
(xvi) The SCC will monitor and address the effectiveness of the recording and communication procedure applied at each site. Computer access to temperature readings will be provided to a limited number of stewards.  
(xvii) In the absence of a Human Resources presence on shift, the relevant senior supervisor in consultation with the relevant union delegate will have responsibility for the management of Hot Weather Relief.  
(xviii) Where existing agreed local arrangements are more generous than those described herein, those arrangements will continue to apply.  

10.4.2 Outdoor Work  
(a) The following heat relief protocols will be utilised for work performed outdoors at Broadmeadows (including FCSD) and Geelong (including Product Development and the Proving Ground) sites where temperatures reach 37C (as measured at each site) and/or where employees are required to work in direct sunlight:  

(i) On days forecast to be greater than 37C, the parties will meet to discuss the ability to introduce earlier start/finish times for outdoor workers where such arrangements can be supported operationally without detriment to product, quality, cost and volume on the day prior.  
(ii) Stand down safety talk materials will be prepared, in conjunction with the Main Medical Centre and Health and Safety Representatives, to be delivered to all employees performing work outdoors to assist in recognising heat-related illness and the administration of appropriate first aid.  
(iii) Where possible the regular relief/rotation of employees working outdoors in temperatures greater than 37 degrees Celsius, to reduce the effects of heat related stress.  
(iv) All non-essential outdoor works may be re-scheduled to be performed during ‘cooler’ hours of the day.
(v) Provision of cool drinking water, via insulated drink bottles, to be supplied near the worksite where access to drinking facilities is not available.
(vi) Agreed heat relief breaks to be taken as per clause 10.4.1.
(vii) Provision of Personal Protective Equipment (PPE) including safety sunglasses, hats and sunscreen rated for outdoor work.
(viii) Portable sun shades to be used where appropriate.

10.5 Business Structure Change
10.5.1 Vision
(a) The parties acknowledge that Ford of Australia's business success will be determined by its ability to transform itself over time to respond to changes in the external environment, including customer choices and competitive challenges. Furthermore, to the extent the Company is unable to move nimbly through implementation of strategy, the business viability will be impacted over time.

(b) The parties believe strongly that effective change management requires appropriate consultation and involvement with union delegates at all levels as early as practicable prior to implementation of key decisions regarding business structure change.

(c) The parties will work together:
   (i) Support Ford of Australia's efforts to generate acceptable returns on investment by all reasonable means so that the Company can fund:
      (1) Future technological developments.
      (2) New product plans and associated investment.
      (3) Increases in capacity.
      (4) Investments into facilities and equipment.
   (ii) Achieve best in class levels of performance in terms of quality, productivity, cost and reliability of supply to all Ford of Australia locations.

(d) All parties recognise that the Company's continued development of product plans and investment in Ford of Australia is dependent upon the successful achievement of this vision, and that this vision forms the only real basis for lasting security of employment. All parties agree to take the necessary actions to realise success in this area.

10.5.2 Processes for Consultation on Business Structure Change
(a) The parties recognise that significant changes to business structure are required from time to time to sustain the business as described in the parties' vision of managing change. The parties recognise that commercially based decisions to change the business structure go to the viability, efficiency, and profitability of the Company and remain the responsibility of Management. The Company recognises that it has an obligation to present the business rationale for any significant business structure change to union delegates representing employees who will be impacted.

(b) Where the Company has made a decision to introduce significant change consistent with this agreement that impact on employees, the Company will provide written advice of the decision and proposed implementation of change to the union as soon as practicable after the decision has been made.

(c) Further, the Company has an obligation to:
   (i) Notify affected employees, shop stewards and unions of the decision to introduce major change and the effects the changes are likely to have upon them;
   (ii) Consider and respond to any matters raised by effected employees which may avert or mitigate the adverse effects of such changes;
   (iii) Assure consensus is reached with the relevant organiser from APESMA and/or AMWU regarding the business rationale for the proposed business structure change using the process detailed below; and
   (iv) Negotiate with the union the social plan for employees impacted by the business structure change.

(d) The process for developing consensus on these matters follows:
   (i) Ford of Australia will notify and consult with the relevant organiser from APESMA and/or AMWU on proposals where the Company has made a decision to introduce significant organisational change but not including day to day operational and continuous improvement matters covered elsewhere in this Agreement.
   (ii) The relevant organiser from APESMA and/or AMWU will be notified in writing of the business rationale for the proposed business structure change along with the expected impact on employees.
   (iii) Appropriate members of the Salaried Consultative Committee (SCC) and the relevant organiser from APESMA and/or AMWU will be involved in the process of consultation and communication with affected employees.
   (iv) The Company will, in good faith, consider alternatives proposed which meet the business objectives. The parties will reach consensus on the business rationale and social plan within four (4) weeks of the proposal being provided for consideration. The parties may agree as a part of the process to extend the time frame if required.
   (v) Any disputes arising under this clause shall be referred to the relevant external resolution phase of the Dispute Settlement Procedure set out in this Agreement. If the Company or an employee (or group of employees) is of the view that the implementation is acting to their detriment, the Company or an employee (or group of employees) may elevate the issue through the Dispute Settlement Procedure for resolution via conciliation or, if agreed, after conciliation, via arbitration.
10.6 Outsourcing

10.6.1 Definition

(a) Outsourcing shall be defined as situations where Ford contracts out work that is currently performed exclusively by employees of Ford to another source.

10.6.2 Proposal to Outsource Notification and Consultation

(a) The Company will provide written notification to the relevant Division(s) or State Secretary(s) of the affected Union(s) when it proposes to outsource work.

(b) The Company will then convene a meeting with relevant Divisional or State Secretary(s) of the affected Union(s) and the relevant senior union delegate to discuss the implications of its proposal to outsource work.

(c) At this proposal to outsource meeting the Company will present:

(i) A business rationale including a summary of any studies undertaken;  
(ii) Potential suppliers being considered, their location and work practices; 
(iii) Anticipated timing of the action being considered;  
(iv) Numbers of employees (both direct and indirect) potentially affected by the intention to outsource;  
(v) Redeployment opportunities for effected employees; and  
(vi) Any other matters likely to affect employees.

(d) Following this meeting the Company will notify affected employees of the intended outsourcing action and the effects the changes are likely to have upon them.

(e) The Company will in good faith consider and respond to any matters raised by effected employees and their nominated union representatives which may avert or mitigate the adverse effects of such changes on employees prior to making a definite decision to outsource. At this stage, and within two weeks, the union may propose alternatives to the outsourcing being proposed. In order to assist the union with this the Company will provide the union with the business rationale including, a detailed summary of any studies undertaken, so as to enable the union to develop alternatives to the outsourcing proposed. If an extension to the two (2) weeks is required to assist this process it will not be unreasonably withheld. Any extension requested will not exceed two (2) weeks.

(f) In the course of any information exchange, the Company will not be required to provide commercially secret information relating to third parties. Further, in the course of any information exchange the parties commit to dealing with other commercially secret information provided in this process responsibly, and commit to not reveal this information to any third party.

10.6.3 Decision to Outsource Notification and Consultation

(a) Once a definite decision to outsource has been made, the Company will convene a meeting with the relevant union(s) and the relevant senior union delegate(s) to discuss the ramifications and consequences of the outsourcing decision.

(b) At this decision meeting the Company will present the:

(i) Business rationale;  
(ii) Successful supplier, their location and work practices;  
(iii) Implementation timing;  
(iv) Numbers of employees (both direct and indirect) affected by the outsourcing decision;  
(v) Employee communication/engagement plan; and  
(vi) Any other matters likely to affect employees.

(c) Following the decision to outsource meeting the Company will notify effected employees of the outsourcing action and the effects the changes will have upon them.

(d) The parties recognise that it is the Company’s right and responsibility to redeploy employees impacted by outsourcing actions.

(e) It is the intent of the Company to redeploy all employees impacted by outsourcing actions into meaningful jobs within the same classification, shift and Site (Broadmeadows or Geelong) under the principle of no disadvantage.

(f) In the event that an employee cannot be redeployed within the same classification, shift and Site (Broadmeadows or Geelong), that employee will continue to receive the same classification pay rate, shift premium, and allowance(s) that they were in receipt of prior to the outsourcing action taking place for the operational life of this Agreement.

(g) In the absence of foreseeable redeployment opportunities, the Company will offer the following outsourcing voluntary separation package terms to employees directly impacted by these actions:

(i) Payment capped at 75 weeks (excluding notice):

(1) 3.1 week’s severance payment per year of continuous service; and  
(2) 4 week’s notice.  

(ii) Sign up bonus uncapped:

(1) One (1) week’s loyalty payment per year of continuous service (excluding shift premium).  
(iii) Excluding clause 4.13(a) all other benefits associated with clause 4.13 Voluntary Separation Package will apply.

(h) The consideration of the application of the above outsourcing will be determined by the Company’s capacity to finance outsourcing voluntary separation packages.
(i) The Contractor Consultation Procedure described elsewhere in this Agreement is outside the scope of this clause.

(j) Any dispute in relation to the application of this clause shall be resolved through the Dispute Settlement Procedure.

10.7 Insourcing
(a) The Company agrees to continue to actively investigate opportunities for the insourcing of work not currently performed by Ford employees.

(b) The parties agree that where the Company insources work, should the Company decide to outsource that work at a later date, the outsourcing provisions of this agreement will not apply for the first twelve (12) months. Instead, the Company will provide thirty (30) days written notification to the relevant unions of its decision to enable the parties to avert or mitigate the adverse effects upon affected employees.

10.8 Consultative Mechanisms
(a) The parties recognise that effective implementation of labour levels and non traditional forms of employment provisions will require monitoring.

(b) To this end Area and Site consultative mechanisms will monitor labour levels and non traditional forms of employment as a standard agenda item at each of their meetings.

(c) The Site Consultative Committee membership will be senior union delegates at the location, the Site Manager, Human Resources Manager and the Operations Manager.

(d) Area Consultative Committee membership will consist of union delegates in the area, the Area Manager, Superintendent and Human Resources Coordinator. The Area Consultative Committee will have equal Company and union delegate representation with a minimum of four (4) participants.

(e) The Site Consultative Committee will be the principle operating mechanism. The Site and Area Consultative Committees will:
   (i) Review changed labour arrangements/transfers and initiate actions to ensure the maintenance of established labour levels.
   (ii) Review any need for fixed term employment.
   (iii) Establish exit plans for fixed term employees where there is no permanent employment opportunity or the employee is not deemed suitable for permanent employment.
   (iv) Communicate opportunities for part time employment.
   (v) Assess requests for part time employment.
   (vi) Review and confirm part time employment applications for extensions of their arrangements beyond twelve months.
   (vii) Ensure Area Consultative Committees are managing supplementary labour for weekend production overtime in a manner consistent with this Agreement.
   (viii) Monitor the roster of supplementary labour for equitable access to overtime.
   (ix) Ensure that all employees appointed for the supplementary labour pool have an induction prior to their working a production overtime shift.

(f) Site Level Consultative Committees will review labour levels and non traditional forms of employment and will have labour levels and non traditional employment as a standard agenda item. These committees will ensure that areas are maintaining their labour levels and that non traditional forms of employment are appropriately implemented and monitored. A standardised report will be developed for this purpose and this will be jointly developed by the Site Consultative Committee.

(g) This notwithstanding, it is the responsibility of line management and the local Human Resources management to make employment decisions. These decisions will be consistent with this Agreement.

10.9 Structure of Consultative Bodies
10.9.1 Preamble
(a) The parties agree to establish consultative mechanisms to address areas of shared interest, operating to standard agendas developed by the parties. It is essential that the senior Company and union delegates take their responsibilities with respect to consultation seriously. Therefore, it is not appropriate for appointed members of consultative bodies to send representatives or proxies.

(b) The conduct of the following consultative committee structure will not diminish the conduct of committees such as the Occupational Health and Safety Committee at each site or location.

10.9.2 Area Consultative Committees (ACC)
(a) The role of the Area Consultative Committee is to assure improved consultation between Area Management and area union delegates on continuous improvement matters, including:
   (i) Occupational Health and Safety.
   (ii) Total Cost Improvements.
   (iii) Diversity/Work Life Balance.
   (iv) Labour Levels Changes.
   (v) Non Traditional Forms of Employment.
   (vi) Sales Performance.
   (vii) Facility Changes.
   (viii) Volume Changes.
(ix) Quality Results.
(x) Implementation of this Agreement.
(xi) Other matters deemed relevant by either party.

(b) Membership of Area Consultative Committees:
(i) Area Manager.
(ii) Area Human Resources representative.
(iii) Area union delegates.

(c) The Area Consultative Committees will meet on a weekly basis and the minutes shall be distributed for display on notice boards.

10.9.3 Site Consultative Committees (SCC)
(a) The role of the Site Consultative Committee is to assure improved consultation between Company management and senior union delegates at each site on continuous improvement matters, including:
(i) Occupational Health and Safety.
(ii) Total Cost Improvements.
(iii) Diversity/Work Life Balance.
(iv) Sales Performance.
(v) Facility Changes.
(vi) Volume Changes.
(vii) Quality Results.
(viii) Other matters deemed relevant by either party.

(b) In addition, the Site Consultative Committee will, as part of the agenda, include the following matters. The parties will reach consensus that these matters are being executed in accordance with this Agreement:
(i) Labour Levels Changes.
(ii) Non Traditional Forms of Employment.
(iii) Implementation of this Agreement.

(c) Site Consultative Committees are defined for the purposes of this provision as:
(i) Ford Customer Service Division (FCSD)
(ii) Product Development (includes union delegates from the Proving Ground and Product Engineering Office).

(d) Membership of the Site Consultative Committee:
(i) Site Manager.
(ii) Site Human Resources Manager.
(iii) Site union delegates
(iv) If requested by a Site union delegate, the relevant union organiser

(e) The Site Consultative Committee will meet weekly or as otherwise agreed fortnightly. Minutes of the meeting will be distributed for display on notice boards.

10.9.4 This clause has been intentionally left blank

10.9.5 Company/Union Strategic Information Meeting
(a) Without limiting current consultative arrangements, the Company will twice yearly convene a meeting with the relevant Federal/State union officials and senior union delegates to discuss matters of a corporate strategic nature.

(b) Either party may, with adequate advance notice, advise the other of agenda items for discussion which are of a corporate strategic nature.

(c) The Company reserves the right to convene additional meetings as required.

10.10 Union Delegates
10.10.1 Union Delegates
(a) After consultation with the relevant operational management, an employee appointed/elected as a union delegate in the shop or department in which he is employed shall upon notification thereof by the responsible officer of the union/division concerned to the Company, be recognized as the accredited representative of the union/division to which he or she belongs.

(b) In the following locations where there is more than one (1) accredited representative of a particular union/division, an employee appointed as the senior union delegate of that union/division for that location, upon notification by the responsible officer of the union/division concerned to the Company, be recognized as the senior union delegate of the union/division to which he or she belongs:
(i) Product Development.
   (a) Proving Ground/RDC.
   (b) ETC 1&2/APPDC.
(ii) Ford Customer Service Division (FCSD).

(c) Where the senior union delegate is absent, a deputy senior union delegate duly authorized will be recognized during the senior union delegate's absence.
(d) Union delegates will be allowed the necessary time during work hours to perform their role and to negotiate with the Company or its representatives on matters affecting the employees by such union delegate.

(e) Where it is necessary for a union delegate to leave their immediate work area to perform their union duties, a union delegate will be required to advise their supervisor of the expected duration of their involvement.

(f) The parties recognise that in the event of operational requirements preventing the immediate release of a union delegate to perform their role, arrangements will be made between the supervisor and the union delegate in order to balance the needs of the operation with the requirement of union delegates to perform their role. Release will not be unreasonably withheld.

(g) Where a union delegate is unavailable to deal with a matter due to operational reasons, as determined by Management, it is agreed that the matter will be held over until such a time the union delegate can be released.

(h) Any disputes in relation to the application of this clause will be addressed through the Dispute Settlement Procedure.

10.10.2 This clause this has been intentionally left blank

10.10.3 This clause this has been intentionally left blank

10.10.4 Union Delegate Training

(a) The Company may require employees to undertake training where it assists in the development of skilled, knowledgeable and qualified employees.

(b) The Company supports and may direct the attendance of Health and Safety Representatives, Superannuation Trustees and union delegates at training courses or seminars conducted by approved providers including registered training organisations with seven (7) days’ notice from the relevant union official.

(c) Training will be required where the training course or seminar is likely to:

(i) Contribute to an individual employee’s improved understanding of employment and workplace relations or

(ii) Contribute to the improved performance of an individual employee's specific role, duty or function.

(d) In these circumstances, the Company may require such employees to undertake training for up to ten (10) days in each calendar year for the operational life of this Agreement. Where necessary employees may be directed to attend training in excess of the ten (10) days provided for above.

(e) Administrative matters in relation to the implementation of these training arrangements will be reviewed on an annual basis.

(f) Employees required to undertake such training will be paid at their regular rate including, where applicable, the appropriate shift premium on presentation of acceptable documentation confirming attendance.

(g) Training undertaken under this provision will include any necessary travelling time in normal hours immediately before or after the training course or seminar however any expenses associated with attendance at such training courses or seminars (ie. fares, accommodation, meal costs) will not be paid by the Company.

(h) The Company will not require an employee to undertake training where attendance at such training would unreasonably interfere with operational requirements.

(i) The operation of this clause is not additional to, or a substitute for, other training arrangements covered elsewhere in this Agreement.

10.10.5 Automotive Industry Training and Issues Resolution Leave

(a) The Company agrees that highly trained union delegates with a high appreciation of matters that impact the automotive industry are essential for the proper conduct of issues resolution in the workplace. To this end, it is agreed that the current ten (10) day union delegate education leave entitlement will be supplemented by a further ten (10) days leave annually which will be available to both the senior union delegate and their deputy.

10.11 Health and Safety Representative Training

(a) The Company will permit recognised Health and Safety Representatives (HSRs) and recognised deputies to attend one of the following courses on an annual basis provided that the relevant union official gives a minimum of seven (7) days written notice prior to the commencement of the course(s):

(i) A WorkSafe approved introductory HSR course of no more than five (5) days; or

(ii) A WorkSafe approved refresher course of one (1) day; and

(iii) A WorkSafe approved one (1) day HSR conference conducted during Safety Week.

(b) The Company may approve recognised HSRs or their recognised deputies to attend up to ten (10) days per year on a non cumulative basis, in addition to the course(s) referred to above, for the purpose of attendance at Occupational Health and Safety seminars, conferences, meetings or information sessions with a minimum of seven (7) days written notice from the relevant union official. Where a recognised HSR is unable to attend such training, the relevant recognised deputy may attend in their place.

(c) For the purpose of the avoidance of doubt, for the life of this Agreement the Company will continue to apply the current OH&S provisions pursuant to the Occupational Health and Safety Act 2004 (Vic) for the purpose of defining delegate’s rights.
10.12 Transitional Employment Arrangements

10.12.1 Preamble
(a) The parties recognise that change associated with consumer preferences, operational and/or business requirements is inevitable and that these changes may impact employees via:
   (i) Changes to the conditions that attract a shift premium; or
   (ii) The over classification of an employee; or
   (iii) Changes to the locations and/or conditions and/or position that attract an allowance(s).

(b) In all situations described below (except transfers associated with Employee Initiated Change) all reasonable attempts will be made to identify an alternate position that attracts the same classification pay rate, shift premium and allowance(s).

(c) To this end, the parties agree to the following transitional employment arrangements.

10.12.2 Market Initiated Change
It is anticipated that, from time to time, employees may be required to transfer to different positions, shifts and areas in response to changing market conditions.

(a) Shift Premium
Should an employee, as a result of a market initiated transfer be relocated off shift they will receive the appropriate shift premium for their new position effective from the first full pay week they assume their new position.

(b) Other
In all situations described above, all other allowances will be removed effective from the first full pay week the employee assumes their new position.

10.12.3 Employee Initiated Change
(a) It is recognised that, from time to time, employees may wish to volunteer to transfer to a different position, shift and/or area.

(b) In situations where the Company facilitates an employee's request to transfer, an employee will receive the appropriate classification pay rate, shift premium and/or allowance(s), as the case may be, for their new position effective from the first full pay week they assume their new position.

10.12.4 Transfers
(a) Employees transferring in accordance with Clause 6.2.3 Variation of Working and Clause 12.13 Transfer of Trades People will receive the shift premium and/or allowance(s) for their new position effective from the first full pay week they assume their new position following the appropriate notification requirements contained within these clauses.

10.12.5 Outsourcing
(a) In the event that an employee is impacted by an outsourcing action taken by the Company, that employee will continue to receive the same classification pay rate, shift premium, and allowance(s) that they were in receipt of prior to the outsourcing action taking place for the operational life of this Agreement.

Part 11
Part 11 has been intentionally left blank

Part 12
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Part 13
13.0 General Salary Roll Matters

13.1 This clause has been intentionally left blank

13.2 Salaried Development
(a) The parties agree that to effectively meet current and future business needs salaried employees need to continuously develop their competencies. This will require both commitment from the individual and appropriate support from the Company.

(b) The Company will continue its practice of providing opportunities for salaried employees to undertake professional development, and/or gain qualifications in line with their development needs and aspirations, and the business needs of the Company.

(c) The Company will continue to provide a mandatory program of training in basic skills (such as Occupational Health and Safety, employee relations, timekeeping, etc) and orientation for new supervisors (including graduates and trainees).

(d) Policy with regard to professional development and training and professional development opportunities will be communicated via the Ford intranet.

(e) Any concerns regarding professional development opportunities will be raised with local management and, if requested by an employee, their union delegate.

13.3 Salaried Consultation
(a) The parties recognise the need for a consultative and participative approach into the future. The parties agree to the following consultative process to resolve any issues that may arise at the local level.

(b) Ford shall meet regularly, on a quarterly basis, or more regularly as required, with the relevant union delegates to raise matters deemed relevant to salaried employees. The parties agree that the objectives of the consultative process shall be as follows:

(i) Improve business performance so that the Company's competitiveness within Australia and internationally continuously improves;
(ii) Ensure that local working conditions are adequate;
(iii) Develop and foster effective communication, team building and participation within the work location and with other parts of the Company;
(iv) Contribute to improved productivity including development of employee skills and career opportunities;
(v) Review industry relevant benchmarks to assist with business improvements aimed at the Company's competitiveness; and
(vi) Provide an update on the business direction, forward work program, resourcing and issues identification;
(vii) Discuss engineering classification structures and progression and investigate best in class practices.

(c) Prior to the meeting the parties will jointly develop an agenda which will include items important to the parties.

13.4 Salaried Employees Minimum Salary
For salaried employees minimum salary provisions refer to clause 5.1.1 of this Agreement.

13.5 Salaried Classifications
(a) For salaried classifications refer to the following clauses of this Agreement:

(i) Supervisory employees 5.1.2
(ii) Technical employees 5.1.3
(iii) Clerical employees 5.1.4
(iv) Professional engineers 5.1.5

13.6 This clause has been intentionally left blank.

13.7 Fifteen Percent (15%) Differential
(a) A supervisor may be required to supervise trade or non trade employees. Subject to the supervisor fully meeting the requirements of the position, the Company will maintain as a minimum a 15% differential between the pay rate of the supervisor and the pay rate of the highest paid hourly employee under his/her direct supervision. Direct supervision includes ultimate responsibility for the outcomes of the hourly employees’ work as well as responsibility for the relevant supervisory functions including safety, quality, delivery, cost, morale and environment.

13.8 This clause has been intentionally left blank.

13.9 Spread of Hours - Product Development Test and Development Engineers
(a) For salaried engineers in Test and Development departments in Product Development, the regular hours of work may be worked continuously (exclusive of meal breaks) between 6:00am and 8:30pm by mutual agreement between the relevant management and affected employees. When implementing the change in standard hours the Company will only seek volunteers. Where an employee has a concern they can request to be represented by a Ford employee representative and/or seek the assistance from the relevant union.

(b) This provision will affect a small number (less than ten) Test and Development Engineers in Product Development.
(c) Any changes to these arrangements shall be agreed by the Company and the relevant unions.

13.10 Salaried Overtime

(a) All salaried employees can be expected to be available for up to fifteen (15) minutes before the scheduled commencement time and up to fifteen (15) minutes after the scheduled finishing time to properly discharge his/her responsibilities. As an alternative and in consultation with Supervision this can be a single period of thirty (30) minutes pre or post shift. The fifteen (15) or thirty (30) minute provision can apply either before the pre shift paid overtime or after the post shift paid overtime to properly discharge his/her responsibilities. Where approved or scheduled overtime is worked this fifteen (15) or thirty (30) minute provision will not be deducted from, or used to reduce the overtime payment for that approved or scheduled period of overtime.

(b) The Company is committed to considering the life work balance of employees. Discussions regarding salaried overtime have highlighted some concerns over the extent of time being worked outside normal hours in certain areas of the business. It is agreed that instances of excessive paid overtime or excessive unpaid additional hours will be addressed by the relevant management and employee(s). Employee(s) may be represented by a union delegate upon request.

13.11 Maximum Rates for Overtime, Shift Premium and Travel Time - Salaried Employees

In conjunction with clauses 6.15 Overtime, 6.19 Travel Time and 6.2.6 Premiums for Shift Workers, for salaried employees, the maximum ordinary rate payable for overtime and travel time and the maximum regular rate payable for shift premium, as specified in these clauses, will be capped at the midpoint of Salary Grade 8 in the Ford Salary Ranges. The rate as at 1 October 2018 is $120,900 per annum. This maximum rate will be adjusted annually in line with the Salary Grade 8 midpoint, not negotiated EBA increases. Agreement on this provision extinguishes any claims for retrospective payment for overtime, travel time or shift premium worked prior to the establishment of this Agreement.

13.12 Time Off in Lieu (TOIL) - Salaried Employees

(a) In conjunction with clause 6.22 of this Agreement, it is expected that TOIL will normally be used within one (1) month of accrual unless otherwise agreed between the employee and his/her supervisor. Employees and their supervisors will be accountable for ensuring that the TOIL is planned and taken before commencement of the annual closedown in December each year.

13.13 This clause has been intentionally left blank

13.14 Shift Work

Where the Company seeks to change the shift arrangements for a salaried employee, the employee’s personal/family situation will, as far as practicable, be taken into account in an endeavour to minimise disruption to the employee’s personal circumstances.

13.15 Supervisory Work Organisation

(a) The parties have agreed to implement a process to review and update the future operational/leadership responsibilities relating to non-supervisory/technical work. This process is necessary to effectively respond to ongoing changes to business challenges/work organisation models and to improve role clarity.

(b) The review process will also include:

(i) Defining roles and responsibilities for benchmark salary positions (eg. Business Unit Leader).
(ii) Developing guidelines on reporting structures. The parties recognise that the span of control of a supervisor and the appropriate ratio to employees may vary due to a range of factors, including (and not limited to):
   (1) Required level of knowledge, experience and direction.
   (2) Operational work patterns.
   (3) Level of complexity and variability of operations.
   (4) Responsibility and accountability.
   (5) Mandatory requirements, including occupational health and safety obligations.
   (6) Nature and number of external and internal interfaces, including responsibilities for coaching new employees and contractors.
   (7) Physical nature of operations.
   (8) Technical and managerial support available.
   (9) Shift coverage and support provided on shift.
(iii) Developing guidelines on career pathways.

13.16 Salaried Job Review Process

(a) It is recognised that to respond to future business challenges, changes will continue to occur in organisation structures, roles and responsibilities. Where a review is justified because significant change has impacted on job structure and content in a particular area, an agreed process will be implemented. This will involve the structured comparative analysis of the affected job’s to ensure equity between the salary classifications and job requirements at each site.

(b) If the upgrading of an employee is recommended, the review process will take into consideration the date from which the upgrading will take effect.

(c) It is not the objective that existing employees will be disadvantaged as a result of the review process. In circumstances where a position is reclassified at a lower level, employees will be eligible for salary grade and benefits protection and retraining.
13.17 Establishment Numbers
Where the classification of a salaried position that has become vacant may change, the Company will jointly review the position with the appropriate union delegates prior to the reclassification occurring, with the objective of reaching mutually acceptable outcomes.

13.18 This clause has been intentionally left blank

13.19 Weekend International Travel
(a) The following applies in relation to international air travel taken on weekends and Australian gazetted public holidays.

(b) International travel on weekends and public holidays will be kept to a minimum and avoided where possible.

(c) Where possible, the Company will encourage employees to travel overseas on weekdays. If an employee is requested by management to undertake international air travel on a weekend (Saturday Sunday) or Public Holiday for business purposes, the employee will be eligible to receive a lump sum payment of $695.10 or if agreed by management and the employee to take time off in lieu.

(d) Claims for the lump sum payment should be made after the employee returns from overseas and be signed by the employee's manager.

13.19.1 Definitions
(a) Weekend/public holiday travel-any international air travel undertaken between 0:00hrs Saturday and 23:59hrs Sunday (0:00-23:59hrs of a public holiday) of which at least four (4) hours during this time has been spent in the air travelling. The allowance is only payable in respect of an employee leaving or returning from an overseas trip ie. Payable a maximum of twice per trip.

(b) This provision excludes travel to attend personal development training and conferences.

(c) Time off in lieu by agreement between management and the employee, one (1) day off may be taken in lieu of the allowance. A maximum of one (1) day per weekend or two days per trip may be taken as time off in lieu regardless of the actual time spent on flights.

13.19.2 Procedure
Where an employee is entitled to the allowance this should be claimed through Travel Expense Report (TER). Tax will be deducted from the payment which will appear on the employee's group certificate.

13.19.3 Allowance
(a) This allowance of $695.10 will be adjusted by the percentage increases and on the dates specified in clause 2.1(a).

13.19.4 Examples
(a) Depart Wednesday-Arrive Thursday.
   (i) Stay for 2 weeks-2 weekends spent overseas.
   (ii) Depart Wednesday-Arrive Thursday.
   (iii) No Allowance Payable.

(b) Depart Friday-Arrive Saturday (at least four hours travelling on the Saturday).
   (i) Stay for 2 weeks-3 weekends spent overseas (including those where travelling).
   (ii) Depart Sunday-Arrive Monday (at least four hours travelling on the Sunday).
   (iii) Allowance Payable ie. $1,390.20

(c) Depart Saturday-Arrive Sunday (at least four hours travelling on the Saturday or Sunday).
   (i) Stay for 3 days-1 weekend overseas where travelling.
   (ii) Depart Thursday-Arrive Friday.
   (iii) Allowance Payable Once ie. $695.10.

13.20 Sick Leave Payout on Termination Scheme (General Salary Roll)
(a) The following arrangements will apply to salaried employees (GSR) currently employed with the Company who were hired prior to 7 July 2000 and chose to remain in the Sick Leave Payout Termination Scheme:
   (i) All unused sick leave accrued since 7 July 1998 (up to 10 days per year), will be paid out to salaried employees (GSR) in the Sick Leave Payout Termination Scheme on retirement or redundancy, irrespective of their years of service.
   (ii) All unused sick leave accrued since 7 July 1997 (up to 10 days per year), will be paid out to salaried employees (GSR) in the Sick Leave Payout Termination Scheme on resignation, where they have a minimum period of seven (7) years continuous service with the Company.
   (iii) The maximum payment under this scheme will be limited to 125 days unused sick leave, paid at an employee's final base rate of pay excluding any incentive based payments and bonuses, shift premiums, monetary allowances, penalty rates or any other similarly separately identifiable elements.
Part 14
14.0 Work, Family and Diversity

14.1 Anti Discrimination
(a) It is the intention of the respondents to this Agreement to achieve the principal object in s351 of the Fair Work Act 2009 as follows;
   (i) An employer must not take adverse action against a person who is an employee, or prospective employee, of the employer because of the person’s race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer’s responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
   (ii) However, subsection (i) does not apply to action that is:
        (1) Not unlawful under any anti-discrimination law in force in the place where the action is taken; or
        (2) Taken because of the inherent requirements of the particular position concerned; or
        (3) If the action is taken against a staff member of an institution conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed taken:
            (a) In good faith; and
            (b) To avoid injury to the religious susceptibilities of adherents of that religion or creed.
   (iii) Each of the following is an anti-discrimination law:
        (1) The Age Discrimination Act 2004;
        (2) The Disability Discrimination Act 1992;
        (3) The Racial Discrimination Act 1975;
        (4) The Sex Discrimination Act 1984; and

14.2 Diversity
(a) The parties are committed to the following principles in sustaining a workplace that seeks to encourage diversity:
   (i) The Company re-affirms its commitment to the Zero Tolerance policy and to ensuring the prevention of harassment and unlawful discrimination in the workplace.
   (ii) The parties value and support a diverse workforce. Consistent with this principle, the parties will review women’s participation in the workforce and specifically women’s employment experience at Ford to ensure current and potential women employees regard Ford as an employer of choice.
   (iii) The parties have agreed to the importance of fostering an environment, which recognises the diverse needs of all employees, allowing them to contribute their maximum at work while at the same time fulfilling their personal and family responsibilities.

14.3 This clause has been intentionally left blank.

14.4 Employment Profile Update
For the purposes of improved information sharing the Company will share the following information with the relevant unions.
(a) Employment Strengths:
   (i) Employment numbers for the Company.
   (ii) Female employment numbers for the Company.
   (iii) Employment numbers for the Broadmeadows and Geelong sites respectively.
   (iv) Female employment numbers for the Broadmeadows and Geelong sites respectively.
(b) Year to Date Employment:
   (i) Number of new hires for the Company.
   (ii) Number of female new hires for the Company.
   (iii) Number of new hires for the Broadmeadows and Geelong sites respectively.
   (iv) Number of female new hires for the Broadmeadows and Geelong sites respectively.
(c) Year to Date Turn-Over:
   (i) Number of Company initiated employment separations for the total Company, and the Broadmeadows and Geelong sites respectively.
   (ii) Number of employee initiated employment separations for the total Company and the Broadmeadows and Geelong sites respectively.
(d) Year to Date Absenteeism:
   (i) Percentage of total unplanned absenteeism and the number of lost work days for the Company and the Broadmeadows and Geelong sites respectively.
   (ii) Percentage and number of lost work days attributable to sickness and Work Cover related absence for the Company and the Broadmeadows and Geelong sites respectively.
(e) The Company will develop an employment profile report format to support the sharing of this information on a quarterly basis. This agreement does not supersede or replace existing arrangements in respect to information shared between the Company and the relevant unions.
Part 15
15.0 Other

15.1 Definitions:
(a) 'Company' means Ford Motor Company of Australia Limited.
(b) 'Union' means the relevant organisation of employees whose name appears in clause 1.5.
(c) 'FWC' means Fair Work Commission.
(d) 'Act' means Fair Work Act 2009.
(e) 'Supervisory' means monthly hired employees as classified in clause 5.1.2.
(f) 'Technical' means monthly hired employees as classified in clause 5.1.3.
(g) 'Clerical' means monthly hired employees as classified in clause 5.1.4.
(h) 'Engineering' means monthly hired employees as classified in clause 5.1.5.
(i) This clause has been intentionally left blank.
(j) This clause has been intentionally left blank.
(k) 'Regular rate' means the hourly rate computed by dividing the Agreement rate by 40.
(l) 'Ordinary rate' means the rate of pay for 38 hours in a week. The ordinary hourly rate is obtained by dividing the Agreement rate by 38.
(m) 'Continuous service' means the time which an employee has been under an unbroken contract of employment with the Company. It will not be broken if a break:
   (i) Has been made with the intention of avoiding leave obligations;
   (ii) Has arisen due to an industrial dispute;
   (iii) Has arisen from stand downs under clause 4.9 and clause 4.12;
   (iv) Has been made due to slackness of trade and the employee is re-employed within six months;
   (v) Has been made by the Company and the employee is re-employed within two months;
   (vi) Is due to any leave authorised by the Company, including a close down without pay;
   (vii) Is due to service as a member of the armed forces (other than as a member of the permanent forces) of the Commonwealth of Australia;
   (viii) Is due to absence from work on Workcover or income protection;
   (ix) Arises from the Company being a successor, assignee or transmitter of the business;
   (x) The period of the break in (ii), (iv) and (v) does not count towards the period of service. Leave entitlements do not accrue during any unpaid parental leave.
(n) 'Union delegate' means:
   (i) An employee of Ford Motor Company of Australia Limited;
   (ii) Nominated by a Ford Motor Company of Australia Limited employee or Ford Motor Company of Australia Limited employees.
(o) 'Protected award conditions' means the terms of any award that would have effect in relation to the employment of any employee whose employment is subject to the agreement to the extent that those terms are about, incidental to or machinery provisions in respect of protected allowable award matters (as defined in the Fair Work Act 2009).
Part 16
16.0 Appendices

Appendix A: Manufacturing Closure Social Plan
Appendix B: Model Consultation Term
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Appendix A  Manufacturing Closure Social Plan

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1.1 Background
1.1(a) On 23 May 2013 Ford Australia announced its intention to cease its local Manufacturing operations by October 2016 through the closure of the Broadmeadows Assembly Plant and the Geelong Manufacturing Operation.

1.1(b) As a result of this decision it is expected that approximately 1200 local Manufacturing and support roles at the Broadmeadows Assembly Plant and the Geelong Manufacturing Operation will become redundant.

1.1(c) Under Clause 10.5.2 ‘Business Structure Change’ of the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades), the Company has an obligation to negotiate with the FVIU the social plan for employees impacted by the decision to cease local Manufacturing.

1.1(d) The following Manufacturing Closure Social Plan represents the agreed outcomes of these negotiations.

1.2 Application
1.2(a) The content of the Manufacturing Closure Social Plan only applies in the context of the decision to close the Broadmeadows Assembly Plant and the Geelong Manufacturing Operation by October 2016.

1.2(b) For the purpose of the application of the content of the Manufacturing Closure Social Plan, a directly impacted employee is defined as an employee of Ford Australia who:

- 1.2.(b)(i) Is covered by the classifications of work under the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades); and
- 1.2.(b)(ii) Works in, or exclusively for, and in direct support of, the local Manufacturing operations; and
- 1.2.(b)(iii) Works in a job or position that is eliminated as a direct consequence of the Company’s decision to cease its local Manufacturing operations by October 2016.

1.2(c) A directly impacted employee will, on redeployment, be ineligible for all of the arrangements contained within the Manufacturing Closure Social Plan.

1.2(d) In the event of any inconsistency between the application of the Manufacturing Closure Social Plan and the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades), the Manufacturing Closure Social Plan will apply.

1.3 General Principles
1.3(a) The following general guiding principles will be used by the parties to manage the process to cease local Manufacturing by October 2016:

- 1.3(a)(i) Work together collaboratively to achieve the best outcome for all;
- 1.3(a)(ii) Treat all employees with dignity and respect;
- 1.3(a)(iii) Maximise redeployment opportunities while recognising that such opportunities are likely to be limited;
- 1.3(a)(iv) Continue to match production to customer demand;
- 1.3(a)(v) Focus on the successful transition of directly impacted employees to life after Ford; and
- 1.3(a)(vi) Close the local Manufacturing operations safely and with pride.

1.4 Redeployment Principles
1.4(a) The Company is committed to identifying and facilitating redeployment opportunities for directly impacted hourly (non-trade and trade) and general salary roll employees affected by the Company’s decision to cease local Manufacturing and will, in the first instance, seek to redeploy directly impacted employees.

1.4(b) While the Company will seek to identify and facilitate redeployment opportunities for employees who express a preference for redeployment, opportunities for redeployment will be limited.

1.4(c) The Company reserves the right to redeploy directly impacted hourly (non trade and trade) and general salary roll employees affected by the decision to cease Manufacturing. However:

- 1.4(c)(i) Directly impacted employees will be surveyed to determine their interest or otherwise in redeployment;
- 1.4(c)(ii) Prior to making a redeployment decision, the Company will consult with the directly impacted employee(s); and
- 1.4(c)(iii) Redeployment decisions will be made by the Company based on the skills, knowledge, experience, work performance, and the operational needs of the business.

1.4(d) Approval of redeployment prior to closure will be based on the extent to which it can be accommodated by the operation(s) through flexible employment arrangements and/or productivity actions.
1.4.1 Redeployment Mechanisms

1.4.1(a) In order to attempt to maximise the identification and facilitation of redeployment opportunities for directly impacted hourly (non-trade and trade) employees, the Company may, prior to closure, provide a voluntary separation program for non directly impacted hourly (non-trade and trade) employees in Product Development, the Ford Customer Service Division, and Head Office.

1.4.1(b) The Company may survey non directly impacted hourly (non-trade and trade) employees to seek expressions of interest in redeployment opportunities.

1.4.1(c) Non directly impacted hourly (non-trade and trade) employee requests for voluntary separation will be considered and approved where:

1.4.1(c)(i) The Company determines that the loss of skills, knowledge, experience and work performance of an employee can be accommodated without loss or penalty, financial or otherwise, to the business;

1.4.1(c)(ii) The Company determines that redeployment can be accommodated by the operation(s) through flexible employment arrangements or productivity actions;

1.4.1(c)(iii) The employee provides the appropriate period of notice under the Agreement(s);

1.4.1(c)(iv) The request complies with Australian Taxation Office genuine redundancy requirements; and

1.4.1(c)(v) All other redeployment opportunities have been exhausted.

1.4.1(d) Hourly (non-trade and trade) employees approved for voluntary separation under these arrangements will separate on the following terms: 4 weeks notice period plus 3.1 weeks severance payment per year of completed service (including shift premium where applicable) capped at 75 weeks plus 1 week loyalty payment per year of service (excluding shift premium).

1.4.1(e) Hourly (non-trade and trade) employees approved for voluntary separation under these arrangements will also be eligible for items (b)-(i) under Clause 4.13 Voluntary Separation Package of the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades).

1.5 Early Release

1.5(a) The Company will review requests by directly impacted hourly (non-trade and trade) and general salary roll employees directly impacted by the decision to cease Manufacturing for early release prior to closure.

1.5(b) Directly impacted employee requests for early release will be considered and approved where:

1.5(b)(i) The Company determines that the loss of skills, knowledge, experience and work performance of the requester can be accommodated without loss or penalty to the operation(s);

1.5(b)(ii) The Company determines that an early release can be accommodated by the operation(s) through flexible employment arrangements and/or productivity actions;

1.5(b)(iii) The requester provides the appropriate period of notice under the Agreement(s);

1.5(b)(iv) The request for early release complies with Australian Taxation Office genuine redundancy requirements; and

1.5(b)(v) The Company determines that there is no reasonable opportunity for redeployment.

1.5(c) Directly impacted employees approved for early release prior to closure will separate on the following terms: 4 weeks notice period plus 3.1 weeks severance payment per year of completed service (including shift premium where applicable) capped at 75 weeks plus 1 week loyalty payment per year of service (excluding shift premium).

1.5(d) Directly impacted employees approved for voluntary separation under these arrangements will also be eligible for items (b)-(i) under Clause 4.13 Voluntary Separation Package of the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades).

1.6 Travel Assistance

1.6(a) Directly impacted hourly (non-trade and trade) and general salary roll employees who are redeployed/transferred from the Geelong site to the Broadmeadows site can claim travel assistance to the value of eight (8) weeks pay capped at $12,000, payable in quarterly instalments, during their first twelve months of travel.

1.6(b) This travel assistance payment is payable via payroll and is taxable to the employee.

1.6(c) Employees are considered eligible for travel assistance if the employee's journey from their current primary residence to the Broadmeadows site includes both an increase of at least sixty (60) kilometres in distance travelled and an increase of at least forty (40) minutes in time travelled.
1.7 Flexible Employment Arrangements

1.7(a) The parties recognise the right of the Company to use the following flexible employment arrangements to facilitate early release, redeployment, and training and education opportunities for directly impacted employees: fixed term employment, supplementary labour, and labour hire.

1.7(b) Employees engaged under these flexible employment arrangements will be ineligible for redundancy payments under the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades) and the Manufacturing Closure Social Plan.

1.7(c) Consultation will occur at the Broadmeadows Plant/Site Consultative Committee (Broadmeadows PSCC) and the Geelong Plant/Site Consultative Committee (Geelong PSCC) regarding the use of these flexible employment arrangements consistent with the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades).

1.7(d) Consultation with the Skilled Trades in relation to the use of labour hire will occur at the relevant Plant/Site Consultative Committee. Consultation will include, but not be limited to, safety, quality, delivery, and cost.

1.7(e) Consultation with the non trades in relation to the use of labour hire will occur at the relevant Plant/Site Consultative Committee. Consultation will include, but not be limited to, safety, quality, delivery, and cost.

1.8 Training, Education and Employment

1.8(a) The Company will, as far as reasonably practicable, through a third party provider(s), identify and facilitate opportunities for directly impacted employees to gain an understanding of the external training, education and employment services and support services that are available to assist employees in the transition to employment post closure.

1.8(b) Directly impacted employee attendance at training and education courses for the purpose of preparation for employment post closure is expected to be undertaken in an employee’s own time however to the extent that it is practicable and operationally feasible, the Company will give consideration to facilitating alternative arrangements for directly impacted employees to access training, education and employment opportunities.

1.8(c) The Company will, as far as reasonably practicable, support the facilitation of directly impacted employee attendance at Recognition of Prior Learning and Recognition of Current Competence assessment sessions conducted by a third party provider(s).

1.8(d) The Company will support the facilitation of directly impacted employee attendance at one on one on-site career counselling sessions conducted by a third party provider(s) to assist directly impacted employees to make decisions regarding their career options and key next steps.

1.8(e) Where reasonably practicable and to the extent possible, the Company will seek to ensure that any directly impacted employee who was engaged in training or education programs before or on 23 May 2013 will be provided with the opportunity to complete such training or education prior to closure.

1.8(f) The Company will not be required to support directly impacted employee attendance and participation in training, education and employment delivery models which unreasonably interfere with operational requirements.

1.9 Apprentices

1.9(a) Where reasonably practicable and to the extent possible, the Company will seek to ensure all current directly impacted junior Manufacturing apprentices complete their apprenticeships prior to closure.

1.9(b) However, there is no guaranteed employment as a tradesperson at the completion of the apprenticeship.

1.9(c) Junior Manufacturing apprentices not offered employment as a tradesperson at the completion of the apprenticeship, will be given the opportunity to be placed in a non trade position subject to a positive attitude and demonstrated work performance.

1.9(d) A directly impacted junior Manufacturing apprentice who is offered and accepts a non trade position will be eligible for all of the arrangements described under the Manufacturing Closure Social Plan including redundancy.

1.9(e) A directly impacted junior Manufacturing apprentice who does not receive an offer of employment at the completion of their apprenticeship, will be eligible for all of the arrangements described under the Manufacturing Closure Social Plan except redundancy.

1.9(f) An adult apprentice who was a Ford non trade employee prior to becoming an apprentice that does not receive an offer of a trade position on completion of their apprenticeship will be given the opportunity to be placed in a non trade position.

1.9(g) An adult apprentice who was a Ford non trade employee prior to becoming an apprentice will be eligible for all of the arrangements described under the Manufacturing Closure Social Plan including redundancy.
1.10 Compassionate Grounds
1.10(a) Union delegates will be provided the capacity to recommend directly impacted employees for a Voluntary Separation Package based on the following compassionate grounds:

1.10(a)(i) If an employee becomes deceased prior to closure; or

1.10(a)(ii) If an employee is required to discontinue employment prior to closure due to non-work related medical grounds; or

1.10(a)(iii) If an employee is required to discontinue employment prior to closure to become a full-time care giver for an immediate family member because of that immediate family member's ill health; or

1.10(a)(iv) Any other exceptional or pressing personal and/or family circumstance.

1.10(b) Recommendations for Voluntary Separation Packages on compassionate grounds must be accompanied by medical evidence, including statements from a medical practitioner and appropriate Government agencies, that discontinuance of employment is required.

1.10(c) These compassionate grounds will require the recommendation of the Plant Manager and Human Resources Manager to the Vice President Human Resources for approval which will not be unreasonably withheld.

1.10(d) Directly impacted employees approved for voluntary separation under these arrangements will separate on the following terms: 4 weeks notice period plus 3.1 weeks severance payment per year of completed service (including shift premium where applicable) capped at 75 weeks plus 1 week loyalty payment per year of service (excluding shift premium).

1.10(e) Directly impacted employees approved for voluntary separation under these arrangements will also be eligible for items (b)-(i) under Clause 4.13 Voluntary Separation Package of the Ford Australia Enterprise Agreement 2012 (Vehicle Division and General Salary Roll) and the Ford Australia Enterprise Agreement 2012 (Skilled Trades).

1.11 Parental Leave
1.11(a) A directly impacted employee who has claimed the fourteen week period of paid maternity leave as per Clause 7.5 ‘Parental Leave’ of the Agreement(s) will not be required to repay this payment if he/she is separated from the Company.

1.11(b) Directly impacted employees on maternity leave will be provided with the same opportunities as other employees to access the provisions of the Manufacturing Closure Social Plan.

1.11(c) The full period of approved absence will count as service for the purpose of calculating separation benefits.

1.12 Paternity Leave, WorkCover, Journey Accident and Income Protection
1.12(a) Directly impacted employees on paternity leave, WorkCover, journey accident or income protection will be provided with the same opportunities as other employees to access the provisions of the Manufacturing Closure Social Plan.

1.12(b) The full period(s) of approved absence, as defined under Clause 3.4.10 ‘Authorised Absence’ of the Agreement(s), will count as service for the purpose of calculating separation benefits.

1.13 Medical Records
1.13(a) A directly impacted employee may request that a copy of their medical records be provided to either themselves or a medical practitioner of the employee’s choice in accordance with the relevant provisions of the Health Records Act 2001 (Vic).

1.14 Medical Testing
1.14(a) The Company’s current regular medical testing regime (e.g. hearing loss, ferrogen exposure, asbestos exposure, and mobile equipment driver testing) will continue as scheduled up until the time of closure.

1.14(b) The requirement for any additional medical testing, other than that referred to above, will be determined by the Company Medical Officer (Doctor).

1.14(c) Directly impacted employees registered for ongoing health assessments (e.g. asbestos) will continue to be monitored either by the Company Medical Officer (Doctor) or through the submission of a claim for reasonable itemized costs to the Company’s Medical Centre. Payment of costs by the Company is not an admission of liability.

1.15 Employee Counselling
1.15(a) Where requested, a directly impacted employee will be provided with free, confidential professional counselling services through the Company’s preferred counselling provider.

1.16 Financial Planning
1.16(a) The Company is prepared to investigate opportunities to improve the provision of financial planning services for directly impacted employees.

1.16(b) The outcome of these investigations will be communicated through the Broadmeadows Plant/Site Consultative Committee (Broadmeadows PS CC) and the Geelong Plant/Site Consultative Committee (Geelong PS CC).
1.17 Performance Based Retention Bonus
1.17(a) Directly impacted hourly and general salary roll employees who remain with the Company until closure will, subject to the achievement of Company determined quality performance objectives, receive a pro rata payment of up to $1750.

1.17(b) Directly impacted hourly and general salary roll employees who remain with the Company until closure will, subject to the achievement of Company determined schedule performance objectives, receive a pro rata payment of up to $1750.

1.17(c) Shift premiums will not apply to these performance payments.

1.18 Vehicle Purchase
1.18(e) The Company is prepared to investigate the opportunity for a ‘one off’ vehicle purchase discount for directly impacted employees on closure.

1.18(b) The outcome of these investigations will be communicated through the Broadmeadows Plant/Site Consultative Committee (Broadmeadows PSCC) and the Geelong Plant/Site Consultative Committee (Geelong PSCC).

1.19 Certificate of Service
1.19(a) Directly impacted employees who separate from the Company as a consequence of the decision to cease Manufacturing will be issued with a Certificate of Service on Company letterhead.

1.20 Implementation and Review Mechanism
1.20(a) The Broadmeadows Plant/Site Consultative Committee (Broadmeadows PSCC) and the Geelong Plant/Site Consultative Committee (Geelong PSCC) will have responsibility for ensuring that the principles and processes set out in the Manufacturing Closure Social Plan are adhered to.

1.20(b) In order to facilitate this, the Broadmeadows PSCC and the Geelong PSCC will oversee the implementation of the closure of Manufacturing including consultation regarding flexible employment arrangements and consultation regarding arrangements for employee access to training, education, and employment opportunities.

1.20(c) Membership of the PSCC will include:
   1.20(c)(i) The Plant/Site Manager;
   1.20(c)(ii) The Plant/Site Human Resources Manager;
   1.20(c)(iii) Plant/Site senior union delegates represented at the Plant/Site; and
   1.20(c)(iv) If requested by a union delegate(s), the relevant recognised union organizer.

1.21 Manufacturing Closure Package
1.21(a) On the closure of the Broadmeadows Assembly Plant and the Geelong Manufacturing Operation, directly impacted employees will be entitled to the following:

   1.21.1(a) Notice Period
   Four (4) weeks notice (including shift premiums where applicable).

   1.21.1(b) Severance Payment
   Four (4) weeks per year of completed continuous service (including shift premiums where applicable).

   1.21.1(c) Cap
   Severance payment capped at ninety (90) weeks excluding notice period.

   1.21.1(d) Closure Payment
   One (1) week per year of completed continuous service uncapped and excluding payment of shift premium.

   1.21.1(e) Higher Duties
   Where an hourly employee is undertaking higher duties (NWGL and/or 3A and/or training instructor) at the time of separation and has been undertaking those higher duties for a minimum continuous period of six months at the date of separation, the appropriate higher duties rate of pay will be included on notice period and severance payments.

   1.21.1(f) Shift Premiums
   1.21.1(f)(i) Where an employee was on shift at the time of the Manufacturing closure announcement (23 May 2013) for a minimum continuous period of six (6) months or is on shift for a minimum continuous period of six (6) months prior to the date of separation, the appropriate shift premium will be included on notice period and severance payments.

   1.21.1(f)(ii) The transfer of employees on or off shift in the period between the time of the Manufacturing closure announcement and the date of closure will require the recommendation of the Plant Manager and Human Resources Manager to the Vice President Human Resources for approval.

   1.21.1(f)(iii) Where an employee approved to be transferred on or off shift consistent with the process described in sub-clause 1.21.1(f)(ii) above, has been on shift for a minimum continuous period of six (6) months between the time of the Manufacturing closure announcement and the date of closure, the appropriate shift premium will be included on notice period and severance payments.

   1.21.1(g) Long Service Leave
   Pro rata payment of long service leave after five (5) years service.
1.21.1 (h) Annual Leave
Payment of unused annual leave including leave loading.

1.21.1 (i) Sick Leave
For employees in the Sick Leave Payout on Termination Scheme, payment of eligible unused sick leave accruals (to a maximum of ten days per year) since July 1995 (capped at 125 days).

1.21.1 (j) Closure Raffle
1.21.1 (j)(i) Separating directly impacted hourly and general salary roll employees at the Broadmeadows Assembly Plant and the Geelong Manufacturing Operation will be eligible for participation in a Closure Raffle, the terms and conditions of which will be determined by the Company, for the chance, at each operation, to win one of four locally produced Ford vehicles (a maximum of one vehicle for each raffle winner and a maximum of one vehicle for general salary roll).
1.21.1 (j)(ii) To satisfy legal requirements it may be necessary to apply a nominal purchase price to each ticket which will be donated to charity (FBT applicable).
1.21.1 (j)(iii) At the discretion of the Broadmeadows Plant/Site Consultative Committee (Broadmeadows PSCC) and the Geelong Plant/Site Consultative Committee (Geelong PSCC), the total Company value of these vehicles at each location may be re-allocated to fund, for directly impacted employees, meaningful employee transition activities and/or support.

1.21.1 (k) Tax Issues
Where practicable and consistent with standard practice, any separation payments will be provided in the most tax effective manner.

1.21.1 (l) Vehicle Purchase
For employees who do not meet the eligibility requirements for life-time membership of the Company’s Privilege Club employee vehicle purchase/parts scheme, eligibility will continue for a period of five years following the employee’s date of separation.

1.21.1 (m) Financial Planning Services
External financial management counselling up to the value of $500 by an approved FVIU provider.

1.21.1 (n) Outplacement Services
1.21.1 (n)(i) Outplacement services to the value of $1000 by an approved FVIU provider.
1.21.1 (n)(ii) Prior to closure each directly impacted employee will be able to access the balance of $1000 from their Outplacement Services budget under sub clause 1.21.1(n)(i) for reimbursement of fees paid relating to accredited training/education undertaken in preparation for employment external to Ford.
1.21.1 (n)(iii) For the purpose of the avoidance of doubt, the total value of sub-clause 1.21.1(n)(i) and sub-clause 1.21.1(n)(ii) must not exceed $1000.

1.21.1 (o) Time Off to Seek Employment
1.21.1 (o)(i) Directly impacted employees will be provided with reasonable time off work (usually up to three hours) for attendance at each job interview.
1.21.1 (o)(ii) Time off work to attend job interviews will require the prior approval of the Company.
1.21.1 (o)(iii) In order for time off work to be approved an employee must present satisfactory evidence of attendance at the job interview.
1.21.1 (o)(iv) Attendance for job interviews must not interfere with operational requirements.

1.21.1 (p) Superannuation
1.21.1 (p)(i) Directly impacted employees who are members of Ford superannuation funds will be bound by the product disclosure statements of those funds.
1.21.1 (p)(ii) Directly impacted employees who have exercised choice or who are members of MTAA or STA (Aust. Super) will be bound by the rules of those funds.

1.22 Application of 1 October 2016 Wage Outcome
1.22(a) A Manufacturing employee, as defined under Clause 1.2(b) of the Manufacturing Closure Social Plan, who is made compulsory redundant between 1 April 2016 and 30 September 2016 will have the 1 October 2016 wage outcome paid on their separation payments.

1.23 Restart
1.23(a) All things being equal, in the event that future employment opportunities arise, the Company will favourably view the employment applications of directly impacted employees separated under the Manufacturing Closure Social Plan taking into account an applicant’s demonstrated skill, competence and performance.
1.23(b) The parties recognize that the Australian Taxation Office has defined requirements pertaining to genuine or bona fide redundancy and that these requirements will be fully complied with.

1.24 This clause is intentionally left blank

1.25 Dispute Settlement Procedure
1.25(a) Any dispute in relation to the application of the content of the Manufacturing Closure Social Plan will enter Stage 4 of the Dispute Settlement Procedure set out in Clause 3.1 of this Agreement.
Appendix B  Model Consultation Term

Model Consultation Term

(1) This term applies if the Company:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):
- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

(5) As soon as practicable after making its decision, the Company must:
- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the employees; and
  - (iii) any other matters likely to affect the employees.

(6) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company’s workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):
- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the Company of the identity of the representative; the Company must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the Company must:
- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:
- relevant employees means the employees who may be affected by a change referred to in subclause (1).
Appendix C

Signatory Page

Ford Motor Company of Australia Limited

Signed for and on behalf of Ford Motor Company of Australia Limited on 19 November 2018 in the presence of:

Signature of Representative

Dave Smith
Name of Representative

Director Employee Relations
Position of Representative

1735 Sydney Road, Campbellfield, Vic 3061
Address of Representative

Nick Fussell
Name of Witness

Australian Manufacturing Workers Union

Signed for and on behalf of the Australian Manufacturing Workers Union on 19 November 2018 in the presence of:

Signature of Representative

Name of Representative
State Secretary AMWU
Position of Representative

251 Queenberry Street, Carlton South, VIC 3053
Address of Representative

Nick Fussell
Name of Witness

Association of Professional Engineers, Scientists and Managers Australia (APESMA)

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers Australia (APESMA) on 19 November 2018 in the presence of:

Signature of Representative

Sinan Temel
Name of Representative

Acting Director APESMA
Position of Representative

182 Miller Street, West Melbourne, VIC, 3003
Address of Representative

Alyesia Leonard
Name of Witness

Official Version
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6615

Applicant: Ford Motor Company of Australia Limited

Section 185 – Application for approval of a single enterprise agreement

**Undertaking - Section 190**

I, Dave Smith, Director Employee Relations, for Ford Motor Company of Australia Limited give the following undertakings with respect to the Ford Australia Enterprise Agreement 2018 (General Salary Roll) ("the Agreement"):  

1. I have the authority given to me by Ford Motor Company of Australia Limited to provide this undertaking in relation to the application before the Fair Work Commission.

2. “Ford Motor Company of Australia Limited undertakes that in the event of an inconsistency between the NES and the Ford Australia Enterprise Agreement 2018 (General Salary Roll) and the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency”.

3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

______________________________
Signature

[Date]

1 April 2019