



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

“Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU)-Victorian Branch
(AG2014/6259)

AMWU AND PROTECH PERSONNEL (VIC) PTY LTD METALS LABOUR HIRE GREENFIELDS AGREEMENT 2013-2016

Building, metal and civil construction industries

DEPUTY PRESIDENT GOOLEY

MELBOURNE, 5 JUNE 2014

Application for approval of the AMWU and PROTECH PERSONNEL (VIC) PTY LTD Metals Labour Hire Greenfields Agreement 2013-2016.

[1] An application has been made for approval of an enterprise agreement known as the *AMWU and PROTECH PERSONNEL (VIC) PTY LTD Metals Labour Hire Greenfields Agreement 2013-2016* (Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). It has been made by the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU). The Agreement is a greenfields agreement.

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

[3] I am satisfied that the AMWU, the employee organisation to be covered by the agreement, is entitled to represent the industrial interests of a majority of employees who will be covered by the Agreement in relation to work that is to be performed under it. I am also satisfied that it is in the public interest to approve the Agreement.

[4] The Agreement was approved on 5 June 2014 and, in accordance with s.54, will operate from 12 June 2014. The nominal expiry date of the Agreement is 30 June 2016.


DEPUTY PRESIDENT

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PART 1

1. Title

This Agreement shall be known as the AMWU and **PROTECH PERSONNEL (VIC) PTY LTD Metals Labour Hire Greenfields Agreement 2013-2016**.

2. Arrangement

The Agreement is arranged as follows:

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3. Application of Agreement

3.1 This Agreement shall regulate the rates of pay and define the conditions of employment of employees of **PROTECH PERSONNEL (VIC) PTY LTD** engaged in one of the classifications pursuant to Clause 12, and who are on-hired to clients' and work under the clients' direction under the terms of and conditions of this Agreement. This means, straight forward labour hire on an hourly hire basis for maintenance related tasks. Such tasks include maintenance, installation, modification, trade and trade related fabrication and shutdown work. It excludes work carried out as part of a production process. It applies to such employees within the metal and engineering industry who are engaged from or work in the Melbourne metropolitan area bound by a 50 km radius (which may be extended by agreement) from the Melbourne GPO.

For the purposes of this clause, "trade maintenance related fabrication work" shall mean trade support functions such as trades' assistants, riggers, forklift drivers and the like, who are primarily assisting tradespeople.

- 3.2 This Agreement shall not apply to;
- 3.2.1 electricians or electrical work; or,
 - 3.2.2 on-site building and construction [as defined below].

'On-site building and construction' shall mean:

- (i) "on-site construction work" means metal trades work performed in the work of construction, fabrication, erection and/or installation work or work incidental thereto when it is carried out at a construction site which is specifically established for the purpose of constructing, fabricating, erecting and/or installing the following:
 - (ii) power stations, oil refineries, terminals and depots; chemical, petro-chemical and hydrocarbon plants; and associated plant, plant facilities and equipment;
 - (iii) major industrial and commercial undertakings and associated plant, plant facilities and equipment including undertakings for the processing and/or smelting of ferrous and non-ferrous metals, the processing of forest products and associated by-products, acid and fertiliser plants, cement and lime works, and other major industrial undertakings of a like nature;
 - (iv) plant, plant facilities and equipment in connection with the extraction, refining and/or treatment of minerals, chemicals and the like;
 - (v) transmission and similar towers, transmission lines and associated plant, plant facilities and equipment;
 - (vi) metal trades work on other engineering projects;
 - (vii) maintenance and/or repair and/or servicing work carried out on-site by the employees of contractors or subcontractors in connection with contracts for on-site construction work; and
 - (viii) the on-site fabrication and/or installation of air-conditioning and/or ventilation systems and all work ancillary thereto, including packaged air conditioning units, thermostatic controls, water recirculation equipment, air volume regulators, diffusers, fans, heat exchange equipment and the like.
- (ix) But, on-site construction work does not include work which is incidental to or of a minor nature in relation to the work normally performed by an employee of an employer not engaged substantially in metal and engineering construction, including any such work associated with the installation or servicing of any of the following equipment or systems:
 - telephone;
 - telegraphic;
 - alarms;
 - surveillance;
 - electronic cash registers;
 - intercommunication;
 - sound;
 - internal security systems;
 - safes or other equipment designed to protect valuable items; or

- signs including illuminated signs.

4. Parties Bound

The parties to this Agreement are;

- **PROTECH PERSONNEL (VIC) PTY LTD ("Company");**
- all employees of the Company engaged in one of the classifications as contained in Clause 12 of this Agreement whose employment is, at any time when the Agreement is in operation, subject to this Agreement;
- subject to application pursuant to section 183 of the Act, the Automotive Food, Metals, Engineering, Printing and Kindred Industries Union and the Australian Workers' Union ("**union**"), as the context requires, union means both the unions here named if both unions' members are affected, or just the relevant union if only that union's members are affected).
- This Agreement binds the Company, those of its employees to whom the Agreement applies, the union and its members to whom the Agreement applies.

5. Date and Period of Operation

This Agreement comes into force 7 days after it is approved by the Fair Work Commission. The nominal expiry date of the Agreement is 30 June 2016.

The Agreement will continue in force until varied, terminated or replaced by another Agreement as agreed by the parties to this Agreement.

6. Incorporation of Award Terms and National Employment Standards

- 6.1 The terms of the Manufacturing and Associated Industries and Occupations Award 2010 and The Metal, Engineering and Associated Industries (Accident Pay, Victoria) Award 1998 as in force on 1 March 2006; and, the Metal, Engineering and Associated Industries (Superannuation) Award 2000 as in force on 1 March 2006 (collectively referred to as "**the Award**"), or its successor award(s) ("**Award**"), as varied from time to time, are incorporated into this Agreement. However, variations to the Award that are detrimental to the employees covered by this Agreement will not be incorporated.
- 6.2 If an incorporated Award term is inconsistent with an express term of this Agreement, the express term in the Agreement prevails over the incorporated Award term to the extent of the inconsistency.
- 6.3 Despite clause 5.1, other than expressly provided for in this Agreement, any facilitative arrangements or Award flexibility clause in the Award shall not be used.
- 6.4 In this Agreement references to the Award shall mean the Award as incorporated into the Agreement unless the context requires otherwise.
- 6.5 Upon incorporating Award terms into the Agreement the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of the Agreement rather than provisions of an award. So, for example, the loadings, penalties and allowances in the Award apply to the rates of pay due under the Agreement, not the Award rate.
- 6.6 Further, existing over Agreement payments and conditions of employment will continue to apply unless varied by this Agreement.

7. Objectives of Agreement

- a. To enable the Company to perform work in the activities covered by this Agreement in a productive and efficient manner.
- b. To enable employees to work in a productive, efficient, flexible and safe manner in accordance with their full skill and competence to meet the requirements of the Company and their clients.
- c. To provide appropriate remuneration and conditions of employment for employees working under the terms

of the Agreement.

8. Dispute Settlement Procedure

- 8.1 The parties to this Agreement agree that any issue in dispute including in relation to the National Employment Standards should be resolved following the disputes procedure outlined below
- 8.2 For the avoidance of doubt, this includes but is not limited to the express terms of this agreement and any incorporated instrument, the "General Protections" provided in the Fair Work Act 2009 ("the Act"), and the National Employment Standards detailed in the Act, including any refusal of requests by the employer under s.65(5) and s.76(4).
- 8.3 The following procedure for the resolution of disputes shall apply:
- 8.4 The employee/s concerned shall first meet and confer with their immediate supervisor. The employee/s may appoint a representative to act on their behalf including a Shop Steward.
- 8.5 Subject to 8.11 and 8.12, below, where a representative who is an employee is involved, he or she shall be allowed the necessary time during working hours to interview the employee/s and the supervisor.
- 8.6 If the matter is not resolved at such a meeting further discussions involving more senior management and employee representatives will take place.
- 8.7 The representative shall be allowed, at a place designated by the Company, a reasonable period of time during working hours to interview external advisors requested by the employee representative, in the workplace.
- 8.8 To facilitate the speedy and efficient resolution of disputes:
- 8.8.1 the party with the grievance must notify the other party at the earliest opportunity of the problem;
 - 8.8.2 throughout all stages of the procedure all relevant facts must be clearly identified and recorded; and
 - 8.8.3 sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedure is carried out as quickly as possible.
- 8.9 If parties have followed the above procedure and the matter remains unresolved, the parties may seek assistance through an agreed third party to assist in resolving the issue. If any party fails or refuses to follow any step of this procedure the non breaching party shall not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to the Fair Work Commission.
- 8.10 If the matter remains unresolved the parties may, jointly or individually, refer it to Fair Work Commission.
- 8.11 Notwithstanding the above, if a matter arises directly between the parties to this Agreement or if the parties otherwise agree, without all the steps in this procedure being followed, the matter may be referred directly to Fair Work Commission
- 8.12 If conciliation fails to resolve the matter in dispute Fair Work Commission shall resolve the matter by arbitration.
- 8.13 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Subject to relevant provisions of any State or Territory occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the employee to perform.
- 8.14 Subject to the pre-dispute status quo, except in the case of employee misconduct, whilst these processes are

AMWU and PROTECH PERSONNEL (VIC) PTY LTD Metals Labour Hire Greenfields Agreement 2013 EBA

being followed the parties shall commit to avoiding stoppages of work, lock-outs or other bans and limitations on the performance of work. The Company shall ensure that all practices applied during the operation of this procedure are in accordance with safe working practices and consistent with its previous established practice.

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

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

9. No Extra Claims

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

10. Wage Rates

The wages payable are as follows

Classification Current weekly pay rate (gross)	Column 1 3%increase First full pay period on or after 17 October 2013	Column 2 3%increase First full pay period on or after 1 July 2014	Column 3 3%increase First full pay period on or after 1 July 2015
C12 \$1058.87	\$1090.64	\$1123.36	\$1157.06
C11 \$1119.21	\$1152.79	\$1187.37	\$1222.99
C10 \$1234.98	\$1272.03	\$1310.19	\$1349.50
C9 \$1286.59	\$1325.19	\$1364.94	\$1405.89
C8 \$1339.07	\$1379.24	\$1420.62	\$1463.24

The wage increases shall be payable as follows:

- The amount shown in Column 1 shall be payable from the beginning of the first pay period to commence on or after 17 October 2013.
- The amount shown in Column 2 shall be payable from the beginning of the first full pay period on or after 1 July 2014.
- The amount shown in Column 3 shall be payable on or after the beginning of the first full pay period on or after 1 January 2015.

Note: The Award tool, and EFT allowance is included in the relevant classifications' rate of pay set out above. This will be adjusted according to Agreement variations.

Wage rates apply retrospectively

To avoid doubt, if this Agreement comes into force on or after the first full pay period commencing 17 October 2013 and if the employees covered by the Agreement were not being paid at least the rates set out here, the Company must, within a reasonable period after this Agreement comes into force, pay the employees an amount of back pay equal to what the employees would have received had this Agreement came into force on or after the first full pay period commencing 17 October 2013.

11 Flexibility/Mobility of Labour

Employees of PROTECH PERSONNEL (VIC) PTY LTD (Aust) Pty Ltd in the Labour Hire Industry must possess a broad range of trade skills as over a period of three (3) months, for example, they could be employed in ship repair, on maintenance and installation of equipment in a manufacturing plant or on an oil refinery shutdown. These different industries have individual work tasks that are particular to that industry and employees are expected to perform to the requirements of the client Company. This requires a broad range of skills over and above what is expected from an employee in a fixed occupation.

As they move around the range of industries, employees must abide by the various work practices required by the client companies. Demarcation practices also differ between clients which places additional demands on employees requiring a more multi-skilled approach to the work situation.

In the course of a 3 month period, employees could work at up to 20 different workplaces. This requires starting and finishing at different times as required by the client. Employees are also called upon to work overtime and shiftwork at short notice, as this is the nature of the industry.

12. Casual Labour

- 14.1 The Company and the Union confirm their commitment to maintaining a high level of full time employment and to limit wherever practicable engagement on a short term or casual basis. In this regard it is agreed that the maximum continuous period for which a casual employee can be engaged shall be 12 weeks. If the position continues beyond the continuous period of 12 weeks then the casual employee shall have the opportunity to convert his/her employments to full time but only upon written request no such request shall be reasonably refused
- 14.2 The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of one day's work
- 14.3 Casual employees shall be paid a 25% casual loading on the wage rate of their classification set out in this agreement.
- 14.4 Where the Company does engage a casual employee the Company will provide the employee with a schedule of hours to be worked and likely period of engagement.

13. Employee Representatives

- 13.1 Shop stewards
 - 13.1.1 The Company must recognise shop stewards accredited by the Union.
 - 13.1.2 Shop stewards and/or Union Official must have the opportunity to meet with all new employees covered by this agreement within one week of the commencement of their employment; such meetings will be in paid time without loss of pay for the shop steward and employee.
 - 13.1.3 Shop stewards must be given reasonable time off with pay (at the prevailing rate) to carry out their duties as shop steward. Wherever practicable, before attending to his or her duties as a shop steward, the shop steward will notify the employer.
- 13.2. Shop stewards' duties include:
 - 13.2.1.1 Representing the Union and its members in workplace relations matters at work;
 - 13.2.1.2 Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;
 - 13.2.1.3 Keeping Union members informed of workplace relations matters and providing advice;

- 13.2.1.4. Interviewing new employees about workplace relations matters.
- 13.2.1.5 the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these shop stewards duties.
- 13.2.2 Shop steward must be given access to reasonable facilities, such as a telephone, fax, lockable cabinet, email and internet access.
- 13.2.3 In each work area the employer will ensure that shop stewards will have a prominent notice board for the posting of Union approved notices.
- 13.2.4 Each year a shop steward will be allowed up to 10 days paid leave per annum to attend Union approved training and other activities. Untaken leave in any year accumulates and may be taken in later years.

13.3 Union meetings

- 13.3.1 Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.
- 13.3.2 If a meeting does not happen in a quarter the untaken meeting time carries over into later quarters.
- 13.3.3 Meetings are to be timed so as to minimise inconvenience for all parties.

14. Trade's Certificate Allowance

Employees who hold or obtain a Trades Certificate/s, Welders Certificate (or the replacement equivalent qualification) and use such certificate/s in connection with their employment, shall be paid an allowance of \$5.00 per week for each certificate to a maximum of three.

Once payment has been made for using such certificate/s, such payment will continue, regardless of whether the certificate/s is/are being used or not.

Separate payment for certificate/s will cease if the employee is transferred to the equivalent of a higher classification i.e. payment shall not be made twice, through a new designation level and this allowance.

15. Annual Leave Loading

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An employee terminated (other than a casual) shall receive 17.5% annual leave loading paid on the all purpose rate on a pro-rata basis to employees who's employment is terminated for any reason.

16. Travel Allowance

16.1 The following rates of travel allowance shall apply where an employee is required to start and finish work away from the Company workshop or designated depot (s), not using Company transport:

- \$27.56 per day within a 35 kilometre radius.

Thereafter, 1.875 cents per kilometre each way, plus, in the case of an employee not using Company transport, .74 cents per kilometre car allowance to the site and return. Beyond this distance the provisions of the Award shall apply.

16.2 Driver's Licence Allowance

An employee, after 3 years' continuous service with a Company and who uses his own vehicle, shall receive a payment of \$30.00 and \$10.00 per year thereafter. To qualify for such payment, the employee must produce a

current driver's licence.

17. Standby

Where the Company is unable to provide work for a weekly hire employee, the employee may be requested to remain at home awaiting work. If so, the employee shall keep in regular daily contact with the Company and be available for work on short notice. Under these circumstances, the employee shall;

In the first instance, use any accrued time off entitlement (RDO's); and thereafter be paid their ordinary weekly base wage, \$10.00 less per day (annual leave only to be used by mutual agreement by employer & employee).

Nothing in this clause shall affect the rights of the parties under section 524 of the Fair Work Act 2009.

18. Payment of Wages

The payment of wages shall be made pursuant to the National Employment Standards as prescribed by the Act.

The Company shall pay wages direct into an employee's bank account by electronic funds transfer ("EFT"), the money to be available on a normal pay day.

Pay slips showing full details shall be issued within one working day of the pay date mailed or emailed to the employee's address. Details of amounts, superannuation payments and RDO accruals are to be included.

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

If through the fault of the Company, an employee who is paid by EFT is kept waiting for their wages after the normal pay time and after the employee has notified the Company then the employer shall make a cash payment to the employee prior to noon the day after the day the employer was notified.

Where as a result of the direct fault and causation of the employer, an employee's wages are not actioned to be paid by the employer, and the employee receives a bank fee charged for the late payment of a loan or dishonourment fee, the employee will raise a reimbursement claim for such fee incurred up to a maximum of \$85.00, subject to providing proof of the bank fee to the employer.

19. Superannuation

The Company agrees to make contributions into the C+BUS Superannuation Fund for all employees covered by this Agreement, both weekly hired and casual. These payments will be at the rate of \$90 per week or the Superannuation Guarantee Charge rate, whichever is the greater. These contributions will be paid on a pro rata basis for employment which is less than a completed week. This amount shall be calculated according to the number of day's employment per week (Monday to Friday only).

20. Protective Clothing

20.1 Overalls/Workpants + Shirts

The employer will have the option to provide either overalls or workpants and shirt which will be issued free of charge (and they remain the respective Company's property) as near as practicable to commencement of employment and will

be laundered and repaired each week, free of charge.

Before being issued with overalls or workpants and shirt, each employee will sign an authority allowing the Company to deduct from final wages, an amount equal to the replacement value of any overalls that are not returned, regardless of the conditions of the same.

20.2 Safety Boots

Each employee, after 3 months' continuous service, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the employer), in each year, to a maximum of \$130.00.

20.3 Wet Weather

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Company), will be supplied on all occasions deemed necessary.

20.4 Jackets

After 12 months' continuous service, each employee will be supplied by the Company, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required. This clause will supersede the supply of Bluey Jackets applying under any other Industrial agreements.

20.5 General Conditions

Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

21. Occupational Health and Safety Representative

The Company will recognise a duly elected occupational health and safety representative. The occupational health and safety representative will be provided with training at a suitable course of his/her choice. The cost of this will be met by the Company.

22. Compliance with Laws

The parties will comply with their obligations under the state occupational health and safety legislation.

23. Compensation for Stolen Tools

The Company will provide compensation for employee's tools of trade stolen whilst engaged for duties at a client's premises subject to the following conditions:

23.1 The tools should be in a locked tool box provided by the employee.

23.2 The tools should be clearly identified with the employee's name.

23.3 The tools must be secured in a safe place nominated by the client at the said client's premises, subject to the following conditions:

- Any claim will only be accepted if there is a proven breaking and entering and resultant theft of/from the client's premises;
- Any claim must be accompanied by a police report of the theft;
- This clause will only apply to employees who are classified as a tradesperson under this Agreement.
- Each claim for replacement of stolen tools shall only be considered where such claims is for at least \$100.00;

Each claim shall be limited to maximum total replacement value of \$800.00 regardless of trade.

23.4 Original receipts for purchases for any replacement tools must be produced by the employee prior to any reimbursements from the Company. This would not apply if the Company supplies equivalent replacement tools.

24. Severance

24.1 Employees covered by this agreement, employed in classifications or occupations who are eligible for membership of the Australian Manufacturing Workers Union (AMWU), whether members of the union or not, will have contributions paid into "PROTECT" redundancy fund (PROTECT-METALS). A pro rata amount shall be payable for employment which is less than a completed week. This amount shall be calculated according to the number of days employment per week, (Monday to Friday).

24.2 The maximum weekly contribution rate shall be \$71.00 per week worked for the life of the Agreement.

25.3 The arrangements for the contribution of payments for apprentices will be determined by the rules of the fund.

25.4 The above mentioned severance payment amounts are in lieu of the amounts applicable under the award. The contributions made to the fund are in full satisfaction of the employers' obligations in relation to severance pay and redundancy.

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

24.3 Statement of Employment

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

25. Shutdown or Start up on Major jobs

There is potential for significant amounts of time to be lost in the start up of jobs involving large numbers of employees.

It is agreed that all employees will be ready for work at the nominated start time for each shift to allow for the efficient and prompt deployment of personnel and to enable work to commence on time.

26. Induction

Where an employee is invited to attend an induction specific to a client's site and then is employed on that client's site, the employee will be paid for attending the initial induction.

27. Income Protection Insurance

27.1 The Company shall pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.

27.2 However the Company will not have to comply with clause 27.1 as long as the Company provides and maintains a policy of income protection insurance for all employees covered by this Agreement. The Company must pay premiums of an amount of 2.2% of the payroll for Agreement employees (inclusive of GST and stamp duty) to income protection insurer WAGEGUARD or an agreed provider. The terms of the income protection policy will provide a maximum two week waiting period, 90% of the employee's average weekly earnings for up to two years. The rates at which these payments

are due must be raised by any increase provided for in this Agreement.

- 27.3 While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Company must continue to make superannuation contributions and Protect contributions—on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to Protect contributions—under this Agreement that increase will apply to the contributions).
- 27.4 While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Company and his or her absence shall count as service for the purposes of annual leave for up to 3 months and for all other purposes for up to 2 years in respect of any one disablement.
- 27.5 Any paid leave used (i.e. long service leave, annual leave etc.) by an employee after the fourteen day waiting period will be reimbursed to the employee once the claim is approved by the provider.
- 27.6 Whilst an employee is receiving income protection payments the Company shall increase the wages of the employee as set out in clause 10.
- 27.7 The Company agrees to effect the necessary insurance with that provider within 7 days of signing this Agreement. Also the Company agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

28. Apprentices

The Company agrees that they will, subject to operational and business requirements, take on apprentices provided that the use of such apprentices does not jeopardise the employment of current personnel.

Consideration will be given to the usage of apprentices for short term duration from group schemes on a workload requirement basis.

All apprentices shall be supervised by an appropriately qualified tradesperson.

Apprentices working at sites pursuant to a written contract for the provision of a permanent maintenance crew will be paid the following percentages of the C10 rate of pay as set out in this Agreement:

- Year 1 42%
- Year 2 55%
- Year 3 75%
- Year 4 88%

The variations to the Manufacturing and Associated Industries and Occupations Award 2010 made pursuant to the Full Bench decision in *Modern Awards Review 2012—Apprentices, Trainees and Juniors* [2013] FWCFB 5411 shall be incorporated into this Agreement.

Apprentices shall be entitled to superannuation pursuant to the Superannuation Guarantee Levy.

The parties are committed to the further development of skills in the industry. In an endeavour to boost apprentice numbers in labour-hire, a joint committee will be formed to develop a framework with the aim of achieving this.

29. CoINVEST



All eligible employees will be registered with CoINVEST Limited.

30. Roster Days Off (RDO) and Additional RDO

- 30.1 Employees that are on a 38 hour working week will accrue 13 RDO per year
- 30.2 Employees shall not have more than 10 banked RDO's at any one time.
- 30.3 Employees may accrue an additional 6 RDO per year (the "Additional RDO).

- 30.3.1 The Additional RDO do not accrue in hours. The Additional RDO will continue to accrue by deducting the proper quantum (in dollars) from the employee's gross ordinary weekly earnings, which is then set aside. The employee may take the Additional RDO when sufficient monies have been accrued.
- 30.3.2 The way in which the additional RDO are taken will be agreed between the parties, in consultation with the employees concerned.

31 Picnic Day

Where practicable the company will allow employees to take a rostered day off on the first Monday in December for the purpose of attending the union picnic day. The request for taking this RDO will be gauged against client requirements and will not be unreasonably declined providing that it does not impact dramatically on client requirements.

32 Training

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

33 Accident Pay

- 33.1 The Company shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.
- 33.2 Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's ordinary rate, which will increase with the wages increases contained in this Agreement at clause 10.
- 33.3 The Company shall pay or cause to be paid accident pay as defined in clause 33.2 during the incapacity of the employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.
- 33.4 In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the employer to pay accident pay as herein provided shall cease from the date of such redemption.

34 Higher Classifications

- 34.1 Where a client of the employer employs mechanical trade maintenance employees at the relevant client site, to perform the same work as employees covered by this agreement, and such client employees are classified at a higher classification than normal, the relevant employee of the employer shall be paid the same rate of pay as that equivalent client employee for the duration of the assignment at that client site. This clause shall not apply where an employee covered by this agreement is paid a higher rate of pay than the equivalent client employee.
- 34.2 Where the employer has entered in to a client service arrangement with a business at a relevant client site prior to the approval of this agreement, the Company and the employees' union shall meet to agree on arrangements for the implementation of this clause.

35 Relativity at Client Sites

- 35.1 Where the Company provides supplementary labour at a client site, the company shall maintain relativity with the normal client rate of pay including allowances, site disability payments and hours of work (where hours are 38 or lower) for equivalent classification, from the date of agreement. Excluded are such payments as service grants, performance bonuses and the like.
- 35.2 In cases where the client's employees are remunerated under an annualised salary arrangement, or receive site, disability payments and allowances not provided for in this agreement and the parent award the parties agree to

confer and establish the appropriate rate of pay.

- 35.3 This clause is intended to ensure that an employee jumps up to a higher client rate of pay but it is not intended to provide for double dipping where the client rate of pay is higher and includes penalties elsewhere provided for in this agreement and the parent award. This clause does not operate to provide for a situation where employees receive overall greater remuneration than the client's employees or reduce travel allowance as provided for in this agreement. The terms and conditions within this agreement may be varied to the extent required to accommodate the objectives of this clause.
- 35.4 Where the employer has entered in to a client service arrangement with a business prior to the approval of this agreement, the employer and the employees' union shall meet to agree on arrangements for the implementation of this clause.
- 35.5 Where the parties have settled on the implementation of this clause for a specific site, the arrangements shall be transcribed in writing and copies provided to the relevant employee.
- 35.6 Where it is an existing practise on a client site, all work on a Saturday will be paid at double time.
- 35.7 Where a client site observes Anzac day as a Public holiday on the next working day, then this will be applied providing that the actual day is treated as a normal day.

36 Consultation

36.1 Introduction of Change

36.1.1 Company's duty to notify

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

"Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award (as varied by clause 5 of this Agreement) makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

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

36.1.2 Company's duty to discuss change

The Company shall discuss with the employees affected and their representatives, inter alia, the introduction of the changes referred to 9.1.1, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions with employees affected and their representatives shall commence as early as practicable.

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

36.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

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

36.1.5 Company's duty to be reasonable

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

37 Workplace Flexibility

37.1 The terms in clause 37.5.1 of the Agreement may be varied by an individual flexibility arrangement ("IFA").

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

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

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

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

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

37.2.5 The IFA must be able to be terminated:

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

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

37.2.6 The IFA must be in writing and signed:

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

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

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

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

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

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

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

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

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

37.5.1 (a) Leave Loading (b) RDO's

38. PAID PARENTAL LEAVE

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

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

39. PERSONAL LEAVE

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

40. Additional Public Holiday(S)

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

41 Signatories



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

251 Queensberry Street, Carlton South, Victoria, 3053

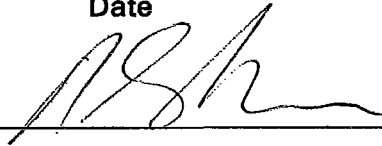
CRAIG KELLY ASSISTANT STATE SECRETARY 30/5/14

Name

Title

Date

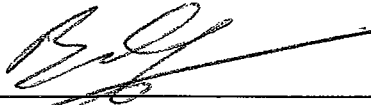
Raylene Skinner



Witness

Witness Signature

.....



Signed on behalf of ProTech Personnel (Vic) Pty Ltd 35/15 Ricketts Road, Mount Waverley 3149

BEN FITZSIMMONS GENERAL MANAGER 27.5.14

Name

Title

Date

CISA MARTIN



Witness

Witness Signature